INITIATING CAMERA RENTAL ACCOUNT for CamTec Motion Picture Cameras

In order to initiate your rental account, there are a few forms we need completed and sent back to us before we can reserve or release the rented camera equipment. <u>These forms are required 48 hours in advance</u> <u>of any gear release</u>.

- INSURANCE CERTIFICATE
- CREDIT CARD AUTHORIZATION FORM (for COD &/or deposit) please do not send images of creditcards
- TERMS & CONDITIONS

EXPLANATIONS:

1. INSURANCE CERTIFICATE (Required)

- a. "CamTec Motion Picture Cameras" should be named as the Certificate Holder on your insurance certificate.
- b. We require at least \$1,000,000 in coverage for GENERAL LIABILITY.
- c. We require \$1,000,000 in coverage for the replacement of MISCELLANEOUS RENTED EQUIPMENT ("CamTec" should be named as the Loss Payee for this coverage).
- d. Coverage should be valid for all dates inclusive of the first prep and final return.
- e. Insurance Certificates often have multiple pages; when remitting your Cert, please ensure we have every page.

2. CREDIT CARD AUTHORIZATION FORM (Required)

- a. All first-time rentals require COD payment and deposit.
- *b.* The amount of your required deposit is equal to the deductible on your RENTED EQUIPMENT coverage (usually \$1,500-\$5,000).
- c. Whereas a check, ACH, or wire is usually acceptable for your rental payment, credit card authorization forms are **required** for each individual job if the client has not set up Net 30 terms. If you haven't and would like to set up Net 30 terms, please reach out to the rental manager listed at the bottom of the page.
- *d.* CC Deposits are authorized *holds* on the funds only, and will be returned to you within 72 hours of a satisfactory equipment return.
- e. All rentals are subject to COD payment requirement.

3. TERMS & CONDITIONS (Required)

- a. Please review all T&C pages.
- b. Please fill out the final page completely, with signature.
- c. Please return all completed pages.
- d. Please note: The company name and address must match the company name and address on the COI to be considered valid.

4. PAYMENT INFORMATION SHEET

a. Please see this page for general information regarding payment options.

Please contact us if you have any questions. Head of Accounting: <u>Kim@camtec.tv</u> Rental Manager: <u>Kelly@camtec.tv</u> General Camtec email: <u>info@camtec.tv</u>

CREDIT CARD AUTHORIZATION FORM

→ → → Please do NOT send images of Credit Cards ← ← ←

CAMTEC 4221 W Magnolia Blvd Burbank, CA 91505 phone: 818.841.8700

B NAME	JOB #	PO#
IONE	EMAIL	
IONE	EMAIL	
10	DNE	DNE EMAIL

CARDHOLDER BILLING ADDRESS

*The CAMTEC ORDER # is the 6-digit number found at the upper-right hand corner of your quote

NAME	PHONE	EMAIL
STREET ADDRESS	CITY/STATE	ZIP

CARD A			
TYPE OF CREDIT CARD VISA MASTERCARD	ACCOUNT #		
AMERICAN EXPRESS OTHER	VISA/MC V-CODE	AMEX CID	EXPIRATION DATE

CARD B (if necessary)

credit card [

TYPE OF CREDIT CARD	ACCOUNT #		
UISA VISA			
MASTERCARD			
AMERICAN EXPRESS	VISA/MC V-CODE	AMEX CID	EXPIRATION DATE

RENTAL PAYMENT AUTHORIZATION

_____, hereby authorize CamTec Motion Picture Cameras to charge the designated

] in the amount of \$ ______ the approximate rental cost of the camera package.

(Please note – all credit card transactions will be subject to a processing fee of up to 4%)

DEPOSIT AUTHORIZATION

, hereby authorize CamTec Motion Picture Cameras to run an authorization on the

designated credit card[] for my deposit amount, which is equal to the amount of the deductible on the

MISCELLANEOUS RENTED EQUIPMENT coverage on my insurance policy [usually \$1,500-\$5,000]. I understand this is a hold --

not a charge -- and this authorization will be released automatically, usually within 72 business hours after the equipment is returned in

its original condition. This authorization will be run before any gear is released.

This company's RENTED EQUIPMENT coverage has a \$0 deductible, which is indicated on the COI (no deposit necessary)

AUTHORIZING SIGNATURE - CARD A (required)

DATE

AUTHORIZING SIGNATURE - CARD B (if necessary)

DATE



CamTec Rental Agreement | Terms & Conditions

1. <u>Representations, Warranties and Agreements:</u>

Customer has selected the Equipment without relying upon any suggestion or recommendations of Rental Company and Customer understands and agrees that Rental Company assumes no responsibility for the Equipment as being fit for any particular purpose. Customer agrees that the Equipment was selected by it. Rental Company represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Rental Company is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Rental Company will be performed in a professional and competent manner; (4) Rental Company has the right to enter into the rental of the Equipment and (5) Rental Company has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as applicable manufacturer's specifications. Customer agrees as follows: (a) except as set forth in Rental Company's representations and warranties above, the Equipment is rented to Customer without any warranty of guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Rental Company shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Rental Company's representations and warranties above, Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Customer's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors. Customer represents, warrants and agrees that Customer has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, and manufacturer's recommendations as to the safe use of the Equipment.

2. <u>Testing:</u>

Customer acknowledges that its representative has inspected and tested all Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Customer.

3. Non-Working Equipment:

Customer shall notify Rental Company immediately of any malfunction and/or alleged damage of any Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Customer's negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such non-working Equipment or returning all Equipment and canceling this agreement should Rental Company not be able to provide substitute Equipment in a timely fashion. The rental charges for all such non-working Equipment so returned to Rental Company shall be abated from the time of acceptance and return to Rental Company. Likewise, rental charges shall accrue and be owed for any replacement Equipment.

4. Technician/Operation:

Customer shall only allow the Equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Equipment, and should be competent with regard to the normal operation of the Equipment. Customer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Customer shall process and or view their footage and back-up their content or data in a timely manner.

5. <u>Risk of Loss:</u>

Customer assumes all risk of loss whether or not covered by Customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Rental Company, its employees, agents, or contractors. Customer is deemed to have taken constructive possession of the Equipment the moment Equipment is in Customer's custody and control (i.e. Customer has picked up the Equipment from Rental Company and/or Rental Company has delivered the Equipment to Customer). In addition, if Rental Company ships the Equipment at Customer's request, Customer shall be responsible for both the risk of loss in transit and the transportation costs. Customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by Rental Company), at all locations named and unnamed, at all studios, while on Customer's premises, and while in Customer's use. Customer is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If Rental Company delivers and/or picks up the Equipment, Rental Company will be responsible for the risk of loss in transit of loss in transit while the Equipment is in the custody of Rental Company and Customer will be responsible for transportation costs.

6. Storage:

Customer bears the risk of loss for all property not provided by Rental Company (including but not limited to camera(s), props, sets, and wardrobe) stored and/or transported by Rental Company for Customer's ultimate use. Rental Company shall be acting as the agent of Customer in storing and/or transporting property which belongs to third parties.

7. Insurance:

Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment and/or Vehicles rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. All Vehicles shall be insured at actual cash value. In addition, all Equipment and Vehicles shall be insured for actual verifiable loss of use of the Equipment or Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/or replaced not to exceed 90 days). Customer shall deliver to Rental Company evidence of Customer's insurance coverage prior to Customer taking either constructive or actual possession of the Equipment and/or Vehicle(s). Customer will forward a Certificate of Insurance evidencing Customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Rental Company that complies with coverage requirements as enumerated within this rental agreement.

A. Property Insurance:

Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to Rental Company before any policy shall be modified or cancelled. In determining whether the Equipment (not including Vehicles) shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000. Rental Company will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s).

B. Liability Insurance:

Customer shall name Rental Company as an additional insured on their liability insurance. Customer's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000 (Note rented Vehicle(s) will only be driven by licensed driver(s) employed by Customer). IF VEHICLE IS PROVIDED WITH A DRIVER EMPLOYED BY THE RENTAL COMPANY THE RENTAL COMPANY WILL PROVIDE THE PRIMARY AUTOMOBILE LIABILITY INSURANCE ON THE VEHICLE AND PROOF OF WORKER'S COMPENSATION INSURANCE.

C. Rental Company Insurance:

Rental Company will maintain their own insurance program consisting of not less than: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including owned, non-owned and hired vehicles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate, Miscellaneous Equipment and Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000 Covering Claims arising out of the operations of Rental Company. Rental Company will provide Customer evidence of the Coverage enumerated herein upon their request with an insurance carrier acceptable to the Customer

D. Primary Coverage:

Customer's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Customer's insurance carrier shall agree that the rights of Rental Company under Customer's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Customer, other than non-payment of premium. Customer shall remain primarily liable to Rental Company for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Customer's insurance, as required by this agreement, shall allow Rental Company to immediately and automatically terminate this agreement, at its option.

8. Missing and Damage:

Rental Company shall provide Customer (with a copy to the accounting department of Customer and another department or person if otherwise designated) with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned to Rental Company. Rental Company upon receipt of the compilation of the repair or replacement cost estimates will forward these estimates to Customer. Customer shall have the option of making arrangements with Rental Company to have their crew member(s) verify the Equipment physically returned to Rental Company at a time that is mutually agreeable within the first day of return.

9. Rates, Charges, and Fees:

Rates and terms of payment are based upon information at the time of rental. Should there be any change in such information, Customer agrees that Rental Company may revise the same without further notice. The first rental day shall be the day of delivery to Customer. The last rental day shall be the day of return if such return is after 10 A.M. Equipment rented at the daily rate will be charged for Sundays and Holidays if the equipment is actually used on such days. A \$50 administrative charge and interest will be added to accounts not paid when due. The amount of interest will be equal to 1-1/2% of the balance due and will be added for each 30-day period which elapses from and after the due date of such account. In addition, any discount applied to the order will be removed should the balance is not paid within 40 days of the original due date. Customer agrees to pay Rental Company may sustain because of Customer's cancellation of all or part of an order. Customer agrees to pay all taxes, transportation charges, duties, broker fees, bond fees, and all other costs imposed upon the leasing or use of the equipment. In no event, shall interest accrue or be payable by Rental Company with respect to any Customer deposit or prepaid rent.

10. Clearing of Data:

Customer is responsible for clearing any and all images (in any form) prior to the return of the Equipment to Rental Company, and Customer authorizes Rental Company to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to Rental Company. It shall be the sole responsibility and obligation of Customer to arrange for the safeguarding and storage of Customer's images, content or data prior to the return of the Equipment to Rental Company.

11. Title:

Customer specifically acknowledges Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from Rental Company's acts. Customer may not assign or pledge the Equipment.

12. Default:

In the event that Customer (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required under Section 7 above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property, or has an involuntary petition in bankruptcy filed against it, Customer shall be in default hereunder. Upon such default, Rental Company may, in its sole discretion, terminate this rental agreement and, and to the extent permitted by law, immediately repossess the Equipment without any prior notice to Customer, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Customer hereby grants to Rental Company the right and permission to lawfully enter the Customer's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur as a result of such entry.

13. Indemnity:

Customer agrees to indemnify, defend and hold harmless Rental Company and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Customer, Customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement.

14. Screen Credit:

If any of the equipment is used in the filming or photography, whether in whole or in part, of any theatrical, television or home video motion picture or program, Customer agrees that Rental Company shall receive on-screen credit in the end credits in substantially the following form: "Camera and Lenses provided by CAMTEC." Rental Company shall not have any right to injunctive or equitable relief if Customer breaches this provision; however, upon receipt of written notice from Rental Company, Customer shall endeavor in good faith to prospectively cure any omission or failure to provide the above-specified credit.

15. Entire Agreement:

Customer agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Rental Contract together with these Terms and Conditions constitute the entire agreement between Rental Company and Customer. In the event of conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Customer is a corporation or other entity, the person executing the Rental Contract represents and warrants that he/she has full power and authority to execute the Rental Contract on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. Customer acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.

16. Governing Law:

This rental agreement has been entered into in the State of California and shall be governed by laws of the State of California, without reference to any conflicts of law principles. Customer and Rental Company agree to the State of California having the sole jurisdiction to govern any and all disputes arising between Customer and Rental Company as respects the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

17. Definitions:

As used in the Rental Contract and these Terms and Conditions, the following terms have the following meanings: "Customer" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; "Equipment" shall mean all equipment and/or vehicle(s) so listed in the Rental Contract; "Rental Company" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; and, "Vehicle" shall mean those motorized and other means of conveyance so listed in the Rental Contract.

THE UNDERSIGNED HAS READ AND AGREES TO THE ALL PAGES OF THE CAMTEC RENTAL AGREEMENT,

NAME OF COMPANY ENTERING INTO AGRE	EMENT:		
STREET ADDRESS	CITY / STATE/ ZIP		OFFICE PHONE NUMBER:
NAME OF COMPANY REPRESENTATIVE:		REPRESENTIVE TITLE: (#	lead of Production, Production Supervisor, Production Coordinator, ETC)
PHONE NUMBER:		EMAIL:	
SIGNATURE: (this signature acknowledges rec	eipt of all pages)	DATE:	

CAMTEC PAYMENT INFORMATION SHEET

Payments to CAMTEC can be made by check, ACH, wire transfer, or credit card. Please note all credit card transactions are subject to a processing fee up to 4%. Unless credit terms have been established, all accounts are COD or QuickPay (due upon receipt).

Fees are set by the card issuer and subject to change without notice

 We do accept Checks and E-Checks. Please be sure to include your invoice number/s on the check. Once payment is submitted, send your confirmation to: Head of Accounting | Kim Cagney: Kim@camtec.tv

If you would like to set up credit terms with CAMTEC, please reach out to your rental agent for instructions.

WIRE TRANSFER INFORMATION:

- This service is free of charge.
- If you are paying by wire please be sure to include the invoice number(s).
- Client is responsible for any fees from sender's bank and/or intermediary bank institutions Please add fees when sending wires or electronic payments
- Once payment is submitted, send your confirmation to: Head of Accounting | Kim Cagney: <u>Kim@camtec.tv</u>

CAMTEC MOTION PICTURE CAMERA RENTAL 4221 WEST MAGNOLIA BLVD BURBANK, CA 91505 (818) 841-8700

ABA OR ROUTING NUMBERS WIRES: 121000248 DIRECT DEPOSIT/ACH: 121042882 SWIFT: WFBIUS6S ACCOUNT#: 1671675369 FOR DEPOSIT ONLY – ETF ACH PAYMENTS

WELLS FARGO BANK 10225 RIVERSIDE DR TOLUCA LAKE, CA 91602 OFFICE: (818) 766-7172

Form W-9
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Betor	e yo	bu begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the or entity's name on line 2.)	wner's name on line	1, and enter the business/disregarded
	CA	MTEC MOTION PICTURE CAMERA RENTALS, INC.		
	2	Business name/disregarded entity name, if different from above.		
Print or type. Specific Instructions on page 3.		Check the appropriate box for federal tax classification of the entity/individual whose name is entered only one of the following seven boxes. Individual/sole proprietor C corporation S C corporation Partnership LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) is classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check box for the tax classification is owner. C Other (see instructions) If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax and you are providing this form to a partnership, trust, or estate in which you have an ownership is its provided to the tax of the tax of the tax classifies of the tax of the tax classifies of the tax classification of tax classification of the tax classification of tax classification of tax classification of tax classif	Trust/estate	 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) (Applies to accounts maintained outside the United States.)
See S	5	this box if you have any foreign partners, owners, or beneficiaries. See instructions	Requester's name a	and address (optional)
õ	~	21 WEST MAGNOLIA BLVD		
		City, state, and ZIP code		
	BU	RBANK, CA 91505		
	7	List account number(s) here (optional)		
Par	•	Taxpayer Identification Number (TIN)	an a	***
			Social se	curity number
		r TIN in the appropriate box. The TIN provided must match the name given on line 1 to av-		

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

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	or				l				 	
	Em	ploy	er id	entif	licati	on n	umb	er	 	

Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

- 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Lend	Frend	Date	4-16-2024
	()	/			

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification. New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they