



DIGITALFX

Design_Production_Post

RENTAL CONTRACT

6010 Perkins RD (Suite B)
Baton Rouge, LA 70808

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twitter.com/digitalfx

P 225.763.6010
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RENTAL CHECKLIST

- Completed & Signed Contract**
- Photo ID**
- Proof of Insurance Coverage**
- Full Rental Payment**
- Company Affiliation**
- Three Industry References**

[Photo ID Here]

Fax to 225.763.6059
or Email to greg@digitalfx.tv

AGREEMENT

- 1 I acknowledge the items signed for on all pages.
- 2 I acknowledge I am a professional who is experienced in the use of professional video equipment.
- 3 I acknowledge I will not hold Digital FX, Inc. liable for my inability to operate any item of rented equipment and will be required to pay the full amount listed above for rental shipping, and any special fees listed.
- 4 I acknowledge I will notify Digital FX, Inc. immediately upon any suspected defective piece of equipment.
- 5 I acknowledge I am personally responsible for the replacement of any rented gear.

SIGNATURE

DATE

CUSTOMER INFORMATION

NAME

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

DRIVER'S LICENSE NUMBER

SOCIAL SECURITY NUMBER

1

2

3

PROFESSIONAL REFERENCES

1

2

3

WHERE ELSE HAVE YOU RENTED?

WHERE WILL THE EQUIPMENT BE USED?



These terms and conditions of this Rental Agreement, and all Schedules executed by you from time to time, form the contract (the "Rental Contract") between you and Digital FX, Inc. (the "Rental Company"). Each time you rent equipment and/or vehicles from Rental Company, you or a person signing on your behalf will sign a completed Schedule which will list all equipment rented (the "Equipment"), the return date, Equipment Insurance Addendum, any Foreign Use Addendum, if appropriate, and other matters of mutual agreement between you and Digital FX, Inc. the rental company (the "Rental Company"). These terms and conditions constitute additional provisions of the Rental Contract. The terms and conditions of each Schedule shall control only for that Schedule.

1 Pre-Production: Reserving & Testing

Reserving equipment. All orders placed for Equipment are considered temporary until reserved with a refundable 50% deposit. An order for Equipment is confirmed by your verbal or written confirmation of such order and receipt of refundable deposit. Confirmed orders can only be held with a cash deposit or cleared check payment. Confirmed orders canceled prior to noon on the day before checkout will not result in rental charges to you unless your confirmed order prevented Rental Company from confirming an order for any of the Equipment for another customer. Confirmed orders canceled after noon on the day before checkout, or which prevented other confirmations shall result in rental charges.

Test the equipment. ("equipment" includes all types of rental production equipment and/or vehicles). You may test the Equipment at the rental facility prior to taking delivery.

You are considered to have taken delivery of the equipment and therefore assume all risk of loss from the time that the Equipment is set aside from the Rental Company's general rental inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests you must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company of a defect or problem with the equipment supplied at the time of testing, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

2 Transporting Equipment: Pick Up & Delivery

You pick up and return the equipment at the rental facility, 6010 Perkins Rd., Suite B, Baton Rouge LA 70808, **during regular business hours**. Off-hours equipment return will result in a handling fee of \$100 to cover labor and expenses incurred.

If you do not pick up and/or return the equipment at the rental facility you are responsible for transportation to and/or from any location. At your request and expense, the Rental Company may arrange shipment of the Equipment to your designated location. You are responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. The Rental Company is not responsible for shipping delays once the Equipment is delivered to your carrier. The Rental Company will not accept collect shipments from you.



3 Your Responsibilities with Regard to the Equipment

You assume all risks of loss. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, or storage on the rental facility/s premises.

Your responsibility ends when the equipment is returned and the rental term has expired. Equipment will not be deemed to have been returned until all of the following conditions have been met:

- 1 Property has been brought back to the premises during normal business hours.
- 2 An inventory has been completed and a missing and damaged list has been compiled, if needed.
- 3 The term of the Rental Contract has expired.

Since you are reserving the equipment for a determined period of time – others will not be able to schedule use of the equipment during that period. **Therefore, pro rated refunds will not be issued for early returns.**

You are responsible for all equipment being stored for you by the rental house. You are responsible for all Equipment, which is picked up or stored by the Rental Company for your ultimate use. The Rental Company shall be acting as your agent in storing any such property which is transported or stored by the Rental Company for your benefit shall remain your responsibility.

4 Restrictions Upon the Use of the Equipment

U.S. Domestic Use Only, Unless Otherwise Agreed. Equipment may be used in the United States only, unless otherwise specifically agreed in writing.

Use by Qualified Technicians Only. The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws.

No Sublease by you is permitted. You may not sublease or permit use by anyone other than your qualified technician, of all or any part of the Equipment without written consent of the Rental Company.

Do Not Remove Serial Numbers or Cover Company Logos. You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

The Customer specifically acknowledges Digital FX, Inc.'s ownership of the equipment and agrees to keep the equipment free of all liens and encumbrances. The Customer agrees that he shall be liable for all taxes, transportation charges, duties, broker fees and any and all other costs imposed upon the equipment.



5 No Warranty or Guaranty

Rental Company gives no warranty, express or implied, as to description, quality, merchantability, fitness for any particular purpose, productiveness, or any other matter of the equipment. Rental company shall be in no way responsible for their proper use in service and you hereby waive all remedies, warranties, guarantees or liabilities, expressed or implied, arising by law or otherwise (including without limitation any obligations of rental company with respect to fitness, merchantability and consequential damages).

6 Equipment Damaged or Destroyed While in the Field

As soon as you discover that equipment in the field is not properly operating, you should notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company, freight pre-paid, for evaluation. The Rental Company will make a determination of the source of problem. If Rental Company determines that the problem was not caused by you, Rental Company will make a reasonable effort to promptly repair or replace the Equipment. In determining whether equipment should be replaced or repaired, the Rental Company's judgment shall be binding upon you. Customer failure to notify Digital FX, Inc. of any defects or problems with equipment **within 24 hours** of receipt shall be conclusively deemed as acknowledgement that all equipment has passed customer approval and is in good working order.

Loss and damages. Upon return of damaged Equipment, the Rental Company will make a determination of the extent of the damage and the required repairs. You and/or your representative(s), will have a reasonable amount of time to inspect the damage. In determining whether Equipment shall be replaced or repaired, the Rental Company's judgment shall be conclusive upon you. Should the Rental Company determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices, without deduction for depreciation, plus transportation, tax and setup charges. If repaired, you shall be responsible for all repair costs.

Lost, stolen or destroyed equipment. In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, **you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices, without deduction for depreciation, plus transportation, tax and set up charges.**

As soon as you realize that equipment is missing, notify the rental company, and file a police report. In all instances immediately report any missing, lost, or stolen equipment to the Rental Company and file a report with the local authorities.

7 Rental Charges & Late Charges

Rental charges and payments. You agree to pay Rental Company rent determined by the daily rates set forth in the then current Digital FX, Inc. contract, ("Daily Rates"), for each and every day until all Equipment is returned to Rental Company's premises, as set forth below. Rental charges are subject to change without notice.



Deposit. Rental Company acknowledges receipts from you of the deposit, if any, shown on the Schedule. You agree to pay the remaining balance of all rental, taxes, insurance, damages, repairs, replacements, and other charges, immediately upon return of the Equipment, or the date due to be returned, whichever is later.

Discounts. In return for a discount on your entire rental, you understand that pre-payment of all rental fees is required. If used less than the pre-paid term, Digital FX, Inc. reserves the right to raise the rental fee to a higher rate that equates to the true number of days the equipment is used.

You must return the equipment on the date specified in the Schedule or be subject to additional charges. The last rental day shall be the day specified in the Schedule as the return date up till 6:00 PM that day. A full additional day's rental will be charged for any Equipment not returned by 6:00 PM. If any of the Equipment is subject to a confirmed order from another customer for the day following the return date, a charge equal to **three times** full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. The increased Rental Rate shall apply only to such item(s) of Equipment as shall be the subject of such confirmation, unless such item(s) forms a part of other Equipment. **Your failure to return equipment on time can impact the working schedules of other professionals.**

If you return the equipment in damaged or non-working condition, or if Equipment is lost or stolen, destroyed or otherwise disappears or is not returned, the lease period will be extended by the time reasonably necessary to repair such damage or replace non-repairable or missing Equipment and return the item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged, non-working or missing item(s), of Equipment, unless the item(s) forms a part of other Equipment. There may be delays in repair or replacement attributable to causes beyond the Rental Company's control. The acceptance of the return of the Equipment by the Rental Company is not a waiver by the Rental Company of any claims that it may have against you.

Rental charges for the damaged, non-working or missing item(s) shall accrue at **full rental rate** for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to the Rental Company. If requested you shall advance the money in order to allow the Rental Company to repair or replace the equipment.

Weekends and holidays. When on a daily Schedule, you will be charged the daily rental rate for weekend days and Holidays if the Equipment is used.

Minimum charges. There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.



8 Credit Information & Payment Terms

The terms of payment are based upon credit information you supply at the time of rental. Should there be any change in such information, you agree that the Rental Company may demand immediate payment without prior notice.

Payment terms. Rental invoices and loss and damage invoices are payable upon receipt of equipment. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge of 1.5% per month will be assessed, which you agree to pay. If the company places the account in the hands of an attorney or agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent.

Rental payments do not apply to purchase price. Rental payments may not be applied to the purchase price of any equipment.

Cancellation penalties. The Rental Company shall be entitled to compensation, not to exceed the lease payments, for any losses the Rental Company may sustain because of your cancellation of all or part of an order.

9 Insurance Requirements

You must insure all the equipment. You shall, at your expense, and at all times during the rental, maintain in full force and effect insurance covering all Equipment rented, from all sources, for full replacement cost, except vehicles which are at actual cash value, and for loss of use (rents) of the Equipment. Coverage must begin from the time you have taken delivery of the Equipment and continue until the time the Equipment is returned.

You shall deliver to the Rental Company, **prior to taking delivery of the Equipment**, a Certificate of Insurance in form and substance satisfactory to the Rental Company, showing all risk coverage that is greater or equal to the replacement cost of all Equipment used by the production; coverage that extends through the time period for which the Equipment is denied; names Digital FX, Inc. as "Loss Payee" and as "Additional Insured"; and provides all-risk, world-wide coverage for Equipment in transit/shipping, when traveling out of the United States.

For any and all Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking delivery of Equipment--such insurance shall be written by reputable insurers acceptable to the Rental Company; your insurers shall agree to be the primary insurers of the Equipment during the rental period.

Notwithstanding this paragraph, you shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the Rental Contract. Ten days notice must be given to the Rental Company if insurance is reduced or canceled. The Rental Company may enforce its remedies directly against you without resort to your insurance.



Property Insurance. Your insurance should be on a worldwide basis; shall name the Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment; vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to the Rental Company before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.

Liability Insurance. You shall name the Rental Company as an additional insured on your liability insurance and your liability insurance shall be deemed primary insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:

- 1 Commercial General Liability: \$1,000,000 per occurrence & annual aggregate
- 2 Automobile Liability: \$1,000,000 combined single limit
- 3 Foreign Liability, if filming outside the U.S.A. or Canada: \$1,000,000 per occurrence limit
- 4 Aircraft Liability, if filming from an aircraft: \$5,000,000

The rights of the Rental Company are not affected by your nonperformance. Your insurers shall agree that the rights of the Rental Company under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by you, other than non-payments of insurance premiums. Should you fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract or to provide the Rental Company upon request with satisfactory evidence of the insurance, the Rental Company may, but shall not be obligated to, procure the insurance and you shall reimburse the Rental Company on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

10 Title & Ownership

You specifically acknowledge the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

11 Right of Entry & Inspection

The Rental Company shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, the Rental Company has the right to remove all of the Equipment without any liability to you, and without prejudice to the Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.

12 Indemnifying the Rental House

You agree to indemnify the Rental Company and to hold the Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, recited to, or arising from the use, transportation, condition



(including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

13 Miscellaneous Aspects of the Rental Agreement

Company policies. Any written company policies set forth in the Digital FX, Inc. website or rental paperwork as in place from time to time, shall be part of this Agreement. Rental Company may change any such policy(s) from time to time **without notice**. In the event of inconsistency this Agreement shall control.

This agreement shall be governed by the laws of Louisiana, and shall be deemed to have been made in, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of Louisiana.

When the customer is an entity, such as a corporation, limited liability company or partnership. The person(s) executing the Rental Agreement and each Schedule on behalf of such entity warrants that he/she has full authority of such entity to sign the Rental Contract and obligate the entity.

Default and breach of terms. If you default on any of the terms, covenants and conditions of the Agreement, or fail to punctually make any of payments hereunder, or any execution or other writ or process shall be issued in any action or proceeding against you whereby the Equipment might become or appear to become in danger of being seized, taken or detained, or if proceedings in bankruptcy, receivership or insolvency shall be instituted by or against you or your property, or if you shall enter into any arrangement or composition with your creditors, or in the event that any judgment is obtained against you, or if for any other reason Rental Company deems itself insecure, or the Equipment in jeopardy, then and in that event, Rental Company shall have the option of declaring the Rental Contract **terminated** and Rental Company may, without notice or demand, by process of law or otherwise, take possession of the Equipment and, for such purpose, may remove the Equipment, with or without force, and with or without notice of intention to retake the same, without being liable to you or any third party in any suit or action and you shall hold Rental Company harmless and indemnify Rental Company against any such claims or alleged liability to third parties.

Nothing contained herein shall be construed to bar or prevent the Rental Company, in the event of monies being due it for rental, repair, replacement, or other costs, from suing and receiving the monies due it, and from repossession of the Equipment, the costs and expenses of which inclusive legal fees, shall be borne by you. Any or all of the foregoing remedies are expressly permitted, consented to, and authorized by you.

Rental company's option to terminate. You hereby grant the Rental Company the option to terminate the Rental Contract on 24 hours notice, either by mail, personal notice, telephone, or facsimile. Upon the exercise of such option, you shall forthwith return to Rental Company's premises, at your risk and expense, all Equipment in the same condition as when first delivered to you.

Waiver. The acceptance and return of the Equipment shall not constitute a waiver by the Rental Company of any claims that it may have against you, nor a waiver of claims for latent or patent damage to Equipment. The Rental Contract may not be amended or modified except in writing, signed by both parties.



14 Time is of the Essence in this Rental Contract.

Entire agreement. The signed Rental Contract and these Terms & Conditions constitute the entire agreement between you and the Rental Company, and cancels and supersedes any prior oral or written agreement between the parties with respect to the subject matter. Any changes, additions or amendments must be made in writing and agreed to by both parties.

I HAVE READ THE TERMS OF THIS AGREEMENT, UNDERSTAND THEM COMPLETELY AND SIGN BELOW AS A FREE ACT AND DEED. BY SIGNING BELOW, I AM BOUND TO EACH AND EVERY TERM OF THIS AGREEMENT.

LESSEE

DATE OF PICKUP

DATE OF RETURN

COMPANY

NAME

SIGNATURE

DATE



CONTACT INFORMATION

TITLE

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

DATE BUSINESS COMMENCED

Sole Proprietorship

Partnership

Corporation

Other →

TYPE OF BUSINESS

BUSINESS INFORMATION

PRIMARY BUSINESS ADDRESS

CITY

STATE

ZIP

HOW LONG AT CURRENT ADDRESS

PHONE

FAX

EMAIL

CREDIT INFORMATION

BANK NAME

BANK ADDRESS

CITY

STATE

ZIP

PHONE

ACCOUNT NUMBER

Savings Checking Other →

TYPE OF ACCOUNT

BUSINESS / TRADE REFERENCES

Reference 1

COMPANY NAME

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL

TYPE OF ACCOUNT



BUSINESS / TRADE REFERENCES (CONTINUED)

Reference 2

COMPANY NAME

ADDRESS

CITY STATE ZIP

PHONE FAX

EMAIL

TYPE OF ACCOUNT

Reference 3

COMPANY NAME

ADDRESS

CITY STATE ZIP

PHONE FAX

EMAIL

TYPE OF ACCOUNT

AGREEMENT

- 1 All invoices are to be paid 30 days from the date of the invoice.
- 2 Claims arising from invoices must be made within seven working days.
- 3 By submitting this application, you authorize Digital FX, Inc. to make inquiries into the banking and business/trade references that you have supplied.

SIGNATURES

Signature 1

SIGNATURE

TITLE

DATE

Signature 2

SIGNATURE

TITLE

DATE



It is necessary that the Certificate of Insurance clearly states the following information:

- 1 Digital FX, Inc. must be listed as the Certificate Holder.
- 2 Digital FX, Inc. must be listed as Loss Payee in regard to all leased equipment and Additional Insured in regard to General Liability.
- 3 The policy must provide specific coverage for rented equipment and accessories. This should appear in the section labeled "other" on your Certificate.
- 4 The limit of liability and deductible (not to exceed \$2500.00) must be clearly stated. Increased coverage on certain rentals may be necessary on an individual transaction basis.

All customers without established credit terms (COD Status) will be required to furnish guaranteed funds for any and all deductible amounts. (Only cashier's check or cash will be acceptable means of payment.) All deductible amounts will be promptly returned when all equipment is returned and deemed to be undamaged and in good working order.

- 5 The coverage must include in-transit and be written on a worldwide basis if applicable.
- 6 The coverage must be written on an ALL/RISK **Replacement Cost** basis. We will not accept an unattended automobile exclusion to the policy. **Actual cash value will not be accepted by Digital FX, Inc.**

Please Note: The certificate must be signed by either a representative or an agent of the insurance company in order to be valid.

