

Phone - (702) 750-7557 - FAX: (702) 948-5291 – 7322 S. Rainbow Blvd #147, Las Vegas, NV 89139

RENTAL & SERVICE POLICIES AGREEMENT

ANY INDIVIDUAL OR COMPANY WISHING TO RENT EQUIPMENT FROM **A WORLD APART FILMS** OR ITS ENTITIES MUST FILL OUT AN APPLICATION FORM.

ALL INFORMATION REQUESTED MUST BE COMPLETED IN FULL INCLUDING: ADDRESSES, CONTACT PHONE NUMBERS AND CELL PHONE NUMBERS. PARTIAL INFORMATION WILL RESULT IN DELAYS OR REJECTION BY OUR CONTRACTS DEPARTMENT. YOU MUST FAX AND PRESENT AT TIME OF PICKUP ORIGINAL COPIES OF:

- 1.) CONTRACT
- 2.) CURRENT DRIVERS LICENSE, PHOTO ID/PASSPORT FOR ALL RENTALS.
- 3.) CREDIT CARD, 2nd Form of Valid Identification.

THE CUSTOMER IS RESPONSIBLE FOR INSURING ALL EQUIPMENT. The customer is liable for any loss or damage to the equipment other than normal wear and tear. These standards are set solely by **A World Apart Films** and its entities. Renter must provide an insurance certificate naming **A World Apart Films** as insured for a minimum of \$25,000. LOSS PAYEE NAME AND ADDRESS FOR INSURANCE CERTIFICATE PURPOSES IS: **Antoinette Rucker, A World Apart Films, 7322 S. Rainbow Blvd #147 Las Vegas, NV 89139 - (702) 750-7557.** Please fax all contracts and insurance information to (702) 948-5291.

YOU MUST LEAVE THE AMOUNT OF THE DEDUCTIBLE REQUIRED BY YOUR INSURANCE CARRIER AND COPY OF THE INSURANCE CERIFICATE INDICATING A WORLD APART FILMS AS THE LOSS PAYEE ON THE CERTIFICATE. A credit card is required to cover the deductible on the insurance policy; giving **A World Apart Films** full approval and authorization to charge the amount of the deductible and deposit on the card(s) provided. Equipment will be inspected within 48 hours, which the authorization will released within 7 days once it is determined that there is no loss or damage.

We reserve the right to reject any insurance certificate if we find there is a problem in coverage, dates covered or the veracity of the information provided or if the certificate is fraudulent. The customer will be responsible for the full replacement value of equipment rented if loss or theft occurs. Replacement may also be placed on a credit card and card holder agrees to all charges and fees incurred due to loss. You give us the right to authorize or deduct funds from the credit card on file X_____ initial here.

The customer is encouraged to carefully inspect and test the equipment before accepting it for rental. Any equipment rented from A World Apart Films and its entities must not leave the United States. Equipment that is lost or stolen will be charged rental until such time that we are notified. At that time the rental will stop and replacement charges will be added. Theft of equipment is promptly reported to local law enforcement officials and referred to the Las Vegas District Attorney's Office.

PAYMENT MUST BE CASH, CREDIT, MONEY ORDER, (BUSINESS CHECKS UPON APPROVAL); NO PERSONAL CHECKS. A \$350.00 deposit is required. The equipment must be picked up between 3pm and 5pm on the day prior to the rental start day and must be returned between 10am and 12pm the day after the last chargeable day, unless other arrangements are made. For example, a job working Tuesday and Wednesday could be picked up by 3pm Monday and returned between 10am and 12pm on Thursday for the 2-day rate.

RESERVATIONS AND CANCELATIONS

Please call well in advance to reserve services and equipment for future pick up or projects. We cannot guarantee availability on a short notice. We require at least, a one week (7 days) cancellation for all rentals and services scheduled in advance in order to receive a full refund on all deposits, less a \$50.00 cancelation fee. All prices are per day unless specified. Services requiring trained personal are charged on a per day basis unless specified. Prices are subject to change without notice.

You also give permission for A World Apart Films to authorize and charge the credit card on file for the specific amount of the check returned to us plus a \$35.00 return check fee. If a check is returned using ACH and we are unable to obtain payment we will promptly refer all outstanding returned checks to the Las Vegas District Attorney's Bad Check Department for processing and report any outstanding checks to Telecheck, Equifax, Experian, and TRW. If a Credit Card or Check Card is returned using a chargeback or used without authorization and we are unable to obtain payment we will promptly refer to the Las Vegas District Attorney or local law enforcement agency for processing and report any outstanding debts, or fraudulent activity to Telecheck, TRW, Equifax and Experian. In the event of fraud your information will be forwarded to the Production Entertainment Rental Association, and placed on file with the appropriate rental agencies using PERA loss prevention services. Appropriate fees and fines (3 x amounts of check plus legal fees) will be levied as well as processing charges of \$35.00 per returned check. X _____ initial here.

Project Name _____ **Contact** _____
EQUIPMENT / AND OR SERVICE

- 1.) _____
- 2.) _____
- 3.) _____
- 4.) _____
- 5.) _____

RENTAL DAYS (Please be specific, Day. Month and Year)

- 1.) FROM _____ TO _____
- 2.) FROM _____ TO _____

COST OF RENTAL / AND OR SERVICE

- 1.) _____
- 2.) _____

INSURER:

- 1.) _____
- 2.) INSURERS _____

DEDUCTIBLE _____

INSURANCE COMPANY CONTACT INFORMATION:

ADDRESS _____

PHONE# _____

PLEASE ATTACH INSURANCE CERTIFICATE

RENTAL DAY RESERVATION DEPOSIT: _____

EQUIPMENT SECURITY DEPOSIT (if no insurance is provided)

1. Lessor, Lessee. The Customer listed on this document under the heading "Renter" is Herein after called "Lessee." A World Apart Films is hereinafter called the Lessor." The Lessee agrees to the following terms and conditions by virtue of the Lessee's signature, or the lessee's authorized agent's signature.

This contract contains the entire agreement between the two parties hereto.

2. Activation of term. The Lessee's responsibility for the leased equipment begins when the Lessee takes possession of the equipment. Possession begins when the equipment physically leaves the Lessor's place of business, taken either by the Lessee, the Lessee's agent, common carrier, or the carrier's agent.

3. Leased Period and Rates. The first rental day of the contract begins on the date listed on this document. The last rental day is the day prior to the date on which the equipment is returned, if the equipment is returned between 10:00am and 12pm. Equipment returned after 12pm is subject to an additional day's rental charge. The amount of the daily rental charges are set forth.

Weekly rates are extended to reflect a one week charge, and are used for budgetary purposes only. The actual number of weeks charged will be for the number of the weeks the equipment is in the lessee's possession. This period terminates not on the "Due In" date indicated, but rather on the date of the equipment's physical return to the Lessor, indicated by the "Date Returned."

4. Title. At all time during which the equipment in possession of the Lessee, the sole title, of the ownership and all rights attached to the ownership to the equipment remains in the name of the Lessor.

5. Liability of Lessor and Indemnity. Lessor is not liable for any loss, damage or injury caused by leased equipment. By acceptance of delivery, Lessee acknowledges having examined the leased equipment and to have found it to be in good working order, and has ordered, from the Lessor.

The Lessor's liability, if any, for furnishing the wrong, incomplete, or defective equipment to the Lessee is limited to a rebate of the rental charged hereunder for such equipment.

6. The Lessor is sole judge of the equipment in question, and alone decides if the equipment was wrong, incomplete, or defective.

7. The Lessee here by indemnifies and holds harmless the Lessor, his agents and employees, from any claims, including legal fees, that might arise from the use of the leased equipment, and the Lessee assumes all liability for any such claims.

8. Loss, Damage, or Theft. The lessee is responsible for any loss, damage, or theft that might occur to the equipment while it is in his possession. The Lessee is responsible for the full replacement cost for any equipment lost, stolen or damaged beyond repair. Replacement cost is the current price for new equipment. In the event that an item is no longer available as new, the nearest model of similar equipment, prior to the Lessee's possession, if such damage is done by the Lessee, or Lessee's agent, during the examination of the equipment. The Lessee is responsible for having in force sufficient insurance with an insurance company satisfactory to the Lessor to cover the current replacement of the equipment, naming the Lessor as Loss-Payee for miscellaneous equipment, and insured for \$25,000 liability. Any equipment declared for the Lessee to be lost or stolen will be charged for the full rental rate until the date on which the Lessor is notified. The Lessor alone determines whether equipment should be replaced or repaired. Questions of "normal wear and tear" are determined solely by the Lessor. All repair costs, including parts, labor and shipping costs are the responsibility of the Lessee, but all decisions about who performs the repairs are made by the Lessor. The rental charges are not applicable towards charges for lost, stolen, or damaged equipment.

9. Assignment and Subletting. Lessee will not assign, transfer or sublet its rights under this lease, and will not pledge, mortgage, or encumber the leased equipment in any way. The Lessee may not remove or cover any name plates, tags or serial numbers which identify the equipment as belonging to the Lessor. The Lessee will allow only qualified employees or agents to operate the equipment in the manner for which it is intended.

10. Unlawful Acts. The lessee will not permit the leased equipment to be used in violation of any federal, state or municipal laws or regulations, and holds Lessor harmless from any fines, penalties or forfeitures that may result from an unlawful act. If the equipment for any reason is confiscated by a public authority, the lessee will be liable for continued rental charges until the equipment is returned to the Lessor.

11. Bankruptcy and Default. In the event that the Lessee fails to make payment when due or enters into a state of insolvency, bankruptcy or receivership, or allows the necessary insurance coverage to lapse, this Lessee will be in default. The Lessor may terminate this lease and repossess the equipment without prior notice to the Lessee or to any receiver, trustee, and assignee for the benefit of creditors or levying officer.

12. Right of Entry. The owner or its agent may lawfully enter at reasonable times the premises wherein the equipment resides for the purpose of inspection or repossession without liability for trespass or damage that may occur upon such entry.

13. Return of the equipment. The acceptance of the return of leased equipment is not a waiver of claims the owner may have against the Lessee, nor is it a waiver of claims for latent or patent damage to the leased equipment.

14. Warranty. No terms, representation or warranty, expressed or implied, are binding on the owner unless set forth herein in writing.

15. Litigation. Any litigation that might arise per this lease will be held in Clark County, Nevada and Lessee consents to binding arbitration for civil matters. Any situation resulting in theft of rented equipment will be submitted to the Las Vegas District Attorney's Office for In the event of any dispute regarding this lease; the owner has the right for full reimbursement of attorney's fees and court costs in addition to other recovery.

RENTER (PRINT FULL NAME):

Note: 2 FORMS OF ID AND A FINGER PRINT WILL BE REQUIRED FROM THE PERSON RECEIVING THE EQUIPMENT
PERSON RESPONSIBLE FOR EQUIPMENT: _____

COMPANY NAME, ADDRESS, CITY, STATE, ZIP (_____) PHONE

FEDERAL TAX ID or SOCIAL SECURITY NUMBER or Tax ID(required)

DRIVERS LICENSE NUMBER / PASSPORT NUMBER (please provide photo copy) (required)

PERMANENT HOME ADDRESS, CITY, STATE, ZIP
() _____ () _____
HOME PHONE NUMBER (required) CELL PHONE NUMBER (required)

WORK ADDRESS, City, State, and Zip (required)
(_____) _____
WORK PHONE NUMBER (required)

EMAIL ADDRESS (required)

SIGNATURE OF RENTER (required)

X _____
PRINT FULL NAME SIGNATURE

REFERENCES: NAME, ADDRESS, and PHONE NUMBER. (You must provide three trade references, no exceptions) (Required)

- 1. _____
- 2. _____
- 3. _____

You hereby agree and give permission to A World Apart Films to authorize and/or charge your credit card provided for securing use of equipment and / or services. You agree and give permission to A World Apart Films to authorize and/or charge your credit card for any rental deposits and fees to secure equipment dates or use for payment towards a rental. Any deposits and payments are nonrefundable per the rental agreement. In the event that any checks written to us for rental payment and/ or services are returned unpaid for lack of sufficient funds (NSF) you give us permission and the right to charge the credit card(s) provided to cover any amount due to us for debts or payments owed to us, and/or any NSF check(s) used to rent equipment or services provided by A World Apart Films. Furthermore you give us the right to charge an additional \$35.00 returned check fee in the event that any check written to us is returned unpaid by your bank. In the event of loss, damage, theft of equipment as described in the rental agreement, you give A World Apart Films the authority to use these authorized funds as payment towards the reimbursement of any loss or damage of any equipment left in your care. You also agree not to file a chargeback for return of these funds if it is found that the Lessee as described in this agreement is responsible for such loss as described in the rental agreement. X_____ initial here.

CARD #1 CREDIT CARD NUMBER AND AUTHORIZATION: (please provide photo copy of credit card, front and back and fill out each section completely)

Date_____ Credit Card Type: Visa_____ MasterCard _____

Card Number _____ Expiration Date: _____

Security code (back of card) _____

Name on card _____ Signature _____

_____ (_____) _____
Credit Card Billing Address, City, State, Zip: Phone:

Credit Card Issuing Bank: Name, Address, Phone number

CARD #2 CREDIT CARD NUMBER AND AUTHORIZATION: (please provide photo copy of credit card, front and back and fill out each section completely)

Date_____ Credit Card Type: Visa_____ MasterCard _____

Card Number _____ Expiration Date: _____

Security code (back of card) _____

Name on card _____ Signature _____

_____ (_____) _____
Credit Card Billing Address, City, State, Zip: Phone:

Credit Card Issuing Bank: Name, Address, Phone number

Signature _____ **Date** _____

I further certify and attest that as an approved user of this charge/credit card and I authorize A World Apart Films to debit the credit card account listed above for the total amount of noted above. I understand that this transaction is subject to authorization by the issuing bank and the issuance of an authorization approval code by same. I further understand that by signing this form I agree to pay any amount due, A World Apart Films in the event that this transaction is subsequently charged back to A World Apart Films.

