

Austin Movie Gear New Customer Packet

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Welcome to **Austin Movie Gear (AMG)**! We're here to assist you with all your movie gear needs through one-on-one demos, classes, and good ole fashion Austin "owned and operated" customer service. If you have any questions, concerns, or new gear you're curious about let us know — we want to help.

The following packet includes all the necessary paperwork to start your profile and begin renting with us. In order to confirm your first order we'll need the following:

1. Signed, filled out, and/or scanned copy of the attached rental agreement
2. Scanned copy of your license/I.D. and a **CREDIT** card ***(NOT a debit card)*** for verification purposes only. If you are submitting another party's card, we must also receive scans of the cardholders ID— as well as the written approval from the cardholder.
 - 2a. If a valid U.S. credit card cannot be provided for verification, you must instead submit a cash deposit for a to be determined amount.

*NOTE: You may still use cash, debit card, PayPal, or keep a different credit card on file for payment.
3. A non-refundable down payment amounting to 25% of your first order total. The remainder will be paid upon pick up of the order.

Quick overview of our rental policies:

1. Unless otherwise approved, equipment pickup hours are between 2-6pm M-F or 2:30-4pm Saturday & Sunday. Return hours are between 10am-1pm M-F or Noon-1:30pm Saturday & Sunday.
2. Any orders totaling over \$500 will require a non-refundable down payment of 25% of the order total.
3. Renters will be charged 25% of the rental price when canceling any items less than 24 hours before the start of the pickup window.
4. A Certificate of Insurance with Austin Movie Gear listed as the "Loss Payee" is required for any orders that: total over \$750; contain any RED Camera(s), 2 or more cinema lenses, or the Movi Pro; rent for an extended period of time (2 or more weeks); travel out of Texas; or are reserved by those residing outside of Texas.

Thanks for reaching out. We look forward to assisting with your order!

Credit Card Payment Authorization Form

Austin Movie Gear (AMG) requires new customers to pay a 25% down payment on all first rentals (deducted from price of first order). **AMG** also requires a credit card (Visa, MasterCard, American Express, or Discover) for Authorization. **AMG** will NOT accept debit cards for this Authorization (but are accepted for invoice payment). The credit card will not be charged unless requested and will merely be retained as part of the customer's confidential account file once:

- Banking and financial references have been verified.
- A proper insurance certificate of accord as detailed in the Rental Agreement is provided, if necessary.

Credit Card Information
Business Name (if on card): _____
Cardholder Name: _____
Card Type: _____ Number: _____ Exp: _____ Sec. Code: _____
Billing address: _____
City: _____ State: _____ ZIP Code: _____
Business/Corporate: ___ or Personal: ___ Driver's Lic #: _____ State: _____
Email: _____ Phone Number: _____

PLEASE ATTACH A SCAN OR LEGIBLE PHOTO OF THE FOLLOWING:

The FRONT and BACK of your CREDIT CARD

The FRONT of the matching DRIVER'S LICENSE or GOVERNMENT-ISSUED PHOTO ID.

YOUR PAPERWORK WILL NOT BE COMPLETE WITHOUT BOTH THOSE ITEMS.

By signing below, I authorize Austin Movie Gear to charge this credit card for payment of security deposits, purchase and rental fees, additional charges such as repairs and expendables, insurance deductibles, and past due balances.

Cardholder's
Signature _____ Date _____

Reasons why AMG needs credit card information on file:

1. To ensure the ability to process payment for the rental of equipment and purchase of expendables.
2. To ensure the ability to process payment for insurance deductibles should items not be returned.
3. To ensure the ability to process payment for damages or repairs needed after return and inspection.
4. To ensure the ability to process payment for items used longer than the original agreement.

Reasons why AMG needs a Drivers License on file:

1. An actual person, not a corporation or entity, is required to be responsible for the equipment being rented.
2. This same person should be the person signing the "terms" necessary for the rental. Additionally, AMG requires valid government issued identification of any person picking up equipment on behalf of the corporation/client. This individual is deemed to be the agent of the corporation/client at the time of pickup and will be held responsible for the equipment until it is returned to AMG.

Rental Agreement For Austin Movie Gear and its valued customers:

These terms and conditions form a Rental Contract between _____ ("Lessee") and Austin Movie Gear (the "Rental Company"), and apply to all the property and/or vehicles (the "Equipment") rented by Lessee. The parties agree that this Agreement shall apply to any rental of Equipment by Lessee from the Rental Company occurring on or after the date of this Agreement even though the specific Equipment, duration of rental and/or price for the rental may vary. Parties acknowledge and agree that the terms and conditions of this Agreement shall continue to apply to all future rental transactions between them without necessity or either party executing a new Rental Agreement.

TESTING THE EQUIPMENT

"EQUIPMENT" INCLUDES ALL TYPES OF RENTAL PRODUCTION EQUIPMENT AND/OR VEHICLES. Lessee will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order. Lessee may test the Equipment at the rental facility, on location, or at another place. LESSEE IS CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assumes all risk of loss from the time that the Equipment is set aside from the Rental Company's general rental inventory for your use. Lessee is responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests Lessee 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, Lessee agrees that the Equipment is in good working order and that the Equipment is acceptable.

TRANSPORTING EQUIPMENT - PICK UP & DELIVERY

YOU PICK UP AND RETURN THE EQUIPMENT at the rental facility, during business hours. IF YOU DO NOT PICK UP AND/OR RETURN THE EQUIPMENT AT THE RENTAL FACILITY LESSEE IS RESPONSIBLE FOR TRANSPORTATION TO AND/OR FROM ANY LOCATION. At Lessee's request and expense, the Rental Company may arrange shipment or delivery of the Equipment to your designated location. Lessee is responsible for all costs (transportation charges, taxes, duties, broker's 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.

LESSEE'S RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

LESSEE ASSUMES 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. LESSEE'S 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; and 3) the term of the Equipment Order has expired. LESSEE IS RESPONSIBLE FOR ALL EQUIPMENT BEING STORED FOR LESSEE BY THE RENTAL HOUSE. Lessee is responsible for all

equipment (including but not limited to camera(s), media, props, sets & wardrobe) which is picked up or stored by the Rental Company for your ultimate use. The Rental Company shall be acting as Lessee's agent in storing any such property which belongs to third parties. All risks of physical loss to property which is transported or stored by the Rental Company for your benefit shall remain Lessee's responsibility.

RESTRICTIONS UPON THE USE OF THE EQUIPMENT

LOCAL USE ONLY, UNLESS OTHERWISE AGREED. Geographic restrictions can be removed from the Agreement by mutual agreement between Lessee and the Rental Company. The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Agreement. Lessee shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws. Lessee may not sublease all or any part of the Equipment without written consent of the Rental Company. Lessee may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

NO WARRANTY OR GUARANTY

Except as provided by the law, Equipment is rented to Lessee without warranty or guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing. Rental Company shall not be responsible to Lessee for any claims of alleged loss of profits, damages, delays, expenses or any claim whatsoever claimed to have arisen out of Lessee's use of Equipment.

EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS NOT WORKING, 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 reasonable effort to repair or replace the Equipment in the shortest amount of time. 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. Lessee and/or Lessee's 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 Lessee. Should the Rental Company determine that the equipment must be replaced, Lessee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. LOST, STOLEN OR DESTROYED EQUIPMENT. In the event that after delivery to Lessee, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, Lessee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. 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.

RENTAL CHARGES AND LATE CHARGES

LESSEE MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in the Equipment Order or be subject to additional charges. The last rental day shall be the day specified in the Equipment Order or up until 2:00PM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 2:00PM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), 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 Equipment by the Rental Company is not a waiver of any claims that it may have against you. RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING 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 Equipment Order, 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 Lessee 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, Lessee 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 for Equipment to be used other than locally.

CREDIT INFORMATION AND 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 Lessee agrees that the Rental Company may demand immediate payment without prior notice. Rental and loss and damage invoices are payable upon receipt and not later than net 10 days. 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 may be assessed, which you are expected to pay. Late charges are calculated at a rate of 1.5% per month of the past due amount; provided however, if that rate exceeds the maximum amount allowed under the laws of the State of the Rental Company's applicable rental office then that maximum amount shall instead apply. If the company places the account in the hands of an attorney or other agency for collection, Lessee agrees to pay reasonable collection costs, attorney fees and court costs. Lessee agrees to pay Rental Company directly or as directed by the Rental Company or its agent. 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. Cancellation charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting equipment, facilities or vehicles on your behalf.

INSURANCE REQUIREMENTS

LESSEE MUST INSURE ALL THE EQUIPMENT. Lessee 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 without deduction for depreciation, except vehicles which are at actual cash value, and for loss of use (rents) of the equipment. Coverage must begin from the time you or your agents accept delivery of the equipment and continue until the time the equipment is returned. Lessee shall deliver to the Rental Company, upon request, evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to the Rental Company, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession 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 such Equipment during the rental period. Notwithstanding this paragraph, Lessee shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the Agreement. 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. LIABILITY INSURANCE. You shall name the Rental Company as an additional insured on your liability insurance and your liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums: Commercial General Liability: \$1,000,000 per occurrence & annual aggregate. Automobile Liability: \$1,000,000 combined single limit, Hired and Non-owned vehicles. Foreign Liability, if filming outside the U.S.A. or Canada: \$1,000,000 per occurrence limit. Aircraft Liability, if filming from an aircraft: \$5,000,000. Non-owned watercraft Liability, if watercraft involved in filming: \$5,000,000. THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY YOUR NON-PERFORMANCE. Your insurers shall agree that the rights of the Rental Company under the insurance coverage as described above shall not be affected by any act or neglect or breach of condition by Lessee, other than non-payments of insurance premiums. Should Lessee fail to procure or pay the cost of maintaining in force the insurance specified in the Agreement or to provide the Rental Company upon request with proper evidence of the insurance, the Rental Company may, but shall not be obligated to, procure the insurance and Lessee shall reimburse the Rental Company on demand for its cost. Lapse or cancellation of insurance shall be an immediate and automatic default of this agreement.

TITLE AND OWNERSHIP

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

RIGHT OF ENTRY AND INSPECTION

The Rental Company shall have the right to inspect the Equipment at any time during the rental term. Lessee 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 Agreement 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.

INDEMNIFYING THE RENTAL HOUSE

Lessee agree to indemnify and defend 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, arising from the use, 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.

RISK OF DATA LOSS

Information captured or recorded by Equipment ("Lessee Data") is the property of Lessee. The parties acknowledge that the intrinsic value of the Lessee Data clearly exceeds and bears no relationship to rental fees for Equipment, and thus Rental Company, in accord with general practice and custom in the industry, assumes no responsibility for use, misuse, loss, damage or destruction of Lessee Data from any cause whatsoever, including without limitation, from the negligence of Rental Company personnel, from errors, omissions or failures in, or the unavailability or interruption of, the Equipment, from actions of outside parties such as hackers and crackers, or from Lessee's use of the Equipment. Specifically, but without limiting the generality of the immediately preceding sentence, Rental Company shall not be liable for any damages or costs incurred in the form of or as the result of lost profits or revenue, loss of the Lessee Data, costs of recovering data, the costs of any substitute data or cover, claims by third parties, or other similar costs related to the Equipment. Notwithstanding the foregoing, in the event of negligence by Rental Company personnel or Equipment malfunction, Rental Company agrees to make reasonable efforts to assist Lessee in obtaining access to data backups or in providing reasonable access to the Equipment for use with data recovery tools. Lessee acknowledges and covenants that the remedy described in the immediately preceding sentence shall be its sole remedy, there being no other warranty or liability. Lessee agrees that the Equipment and Lessee Data is not a consumer good for purposes of federal or state warranty laws.

Signature _____

Date _____

Print Name _____

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.

PICKUP CONTACT PROFILE

If someone other than yourself will be picking up your order, we will need identity verification materials from them as well:

Information
Name on Driver's License: _____
DL Number: _____ Exp: _____
Address: _____
City: _____ State: _____ ZIP Code: _____ State: _____
Email: _____ Phone Number: _____

A photocopy of the front and back of pickup contact's I.D./Driver's license are required:



By signing below, I verify that _____ will be the point of contact for pickup and I, _____, will assume liability pertaining to any damages and/or additional charges that occur on my behalf.

Main Profile Contact's
Signature _____ Date _____