



Booking / Purchase / Rental Agreement

TO: NAME: DATE:
COMPANY: JOB #:
ADDRESS: TITLE:
ADDRESS:
PHONE: PREP:
FAX: SHOOT:
E-MAIL: WRAP:
NOTES:

HI. RE-SALE #:

Thank you for booking Ehman Productions, Inc. ("EPI") for your production services and equipment needs. EPI agrees to rent equipment and vehicles to you, and to provide production services and/or sales for the above referenced job(s), and you agree to pay EPI the specified rental or purchase rates and service fees as set forth in the following terms and invoices provided to you.

EPI requires a certificate of insurance naming Ehman Productions, Inc. as additional insured and as loss payee with (a) minimum coverage of \$1,000,000 Commercial General Liability and (b) \$1,000,000 Non-owned / Hired Autos Liability on a blanket basis for any vehicles that EPI may provide to the renter, including coverage for physical damage (comprehensive and collision) with a limit of not less than \$125,000.0 per occurrence (see page 2), and Workers Comp if applicable.

In order for EPI to extend credit and/or incur expenses on your behalf, EPI will require a credit card security deposit. The amount below is a security and damage deposit. All production expenses, rental fees, service fees, reimbursements and/or other charges due EPI are due upon delivery of products or equipment or wrap of your production, unless otherwise agreed upon in writing. The security deposit may be processed if you fail to timely pay EPI in full all amounts due EPI. Please complete, sign and return a copy of this form and, if applicable, a certificate of insurance naming Ehman Productions, Inc. as additional insured and as a loss payee to **E-mail: ehman@maui.net**.

The deposit in the amount of \$_____ is supplied as a security deposit against damages, rental charges, sales, service fees, rental fees, production expenses, reimbursements, charges and costs incurred by Ehman Productions, Inc. with respect to the Job(s) listed above. The amount of this security deposit may change after signing to reflect the full invoice amount(s) from EPI to Renter.

| | |
|--|----------------|
| <input checked="" type="checkbox"/> Visa/MC/AmEx#: | Expires: |
| Name on Card: | Security Code: |
| Title: | |
| Billing Address of Card: | Phone: |

Attach a copy of the front and back of the credit card and picture I.D. of cardholder.

I hereby authorize Ehman Productions, Inc. to charge this card for rental charges, sales, service fees, rental fees, production expenses, reimbursements, charges, costs, damage to equipment, and/or other expenses incurred in the event full payment is not received by Ehman Productions, Inc. upon wrap of production, or as otherwise agreed, and understand that a 3.5% Processing Fee and any accrued Late Charges may be charged to this Credit Card.

Card Holder Signature _____



RENTAL AGREEMENT TERMS

RENTAL RATES / PAYMENT: Warehouse Hours are 8am-6pm Mon-Sat or by appointment. Rental Period usually starts on the day the equipment is picked up or shipped. Daily rental terminates at 9am. Equipment returned after 9am will be charged another day rental, unless prior written arrangements have been agreed upon. **After-hours shall be charged a late drop-off fee.** Travel days or package hold day are charged at 50% of daily rate. Renter is responsible for all freight and handling charges for inter-island shipping. Delivery and Pick-Up fees vary depending on location. Grip, Lights and Distro are rented on a 3-day week. Generators, Cameras, Audio and Video equipment are rented on a 4-day week. Vehicles are rented daily. Renter shall be fully responsible for equipment and vehicles during shipping. If an item is lost or damaged, Renter shall be charged additionally the full list price for repair or replacement, without depreciation. Renter shall remain fully responsible for loss of rental income until such time as equipment is fully repaired and returned or full payment in settlement of loss received by EPI. No allowance will be made for periods of time in which the equipment was in the Renter's possession but not used. Equipment orders cancelled less than 24 hours prior to the rental date may be charged 50% of daily rate. Renter agrees to make payment in full upon wrap.

SERVICE: Unless Otherwise Agreed: Daily labor is charged a 10-hour minimum per person. Hourly labor is charged a 5-hour minimum per person. Overtime (OT) is charged per hour after 10-hours, up to 12-hours. Double-time (DT) is charged per hour after 12-hours until an 8-hour break is provided, and for the hours of midnight to 5am, holidays December 24, 25, 31, January 1, July 4, Easter, and Thanksgiving.

OVERDUE AMOUNTS: A 1.5% service charge per month shall be applied to all overdue accounts. If you are in default of timely payment, EPI has the right to charge the full non-discounted retail price for all invoiced items. Any deposit received by EPI may be applied toward any amount(s) due.

OWNERSHIP / CARE AND MAINENANCE: All equipment rented from EPI shall remain the sole property of EPI, and Renter agrees not to encumber, transfer, re-label, release or deliver said equipment to any other person without the written consent of EPI. Renter agrees not to expose equipment to salt water or rain without prior written approval of EPI (EPI has specific equipment for such conditions). Renter agrees to properly clean equipment after contact with sand, salt-water or spray, dirt, rain, or after use in other corrosive or dirty environments. Renter agrees to immediately notify EPI of any equipment contact with or used in any such environment and allow EPI to further clean the equipment if deemed necessary. Any charges for repair work and additional cleaning shall be paid by the Renter.

INSPECTION: Renter shall be responsible for inspecting and testing all equipment at the time of pickup or delivery. Any equipment accepted by Renter after pickup or delivery is accepted "AS IS, WHERE IS". Renter agrees that removal of equipment or vehicles from EPI's warehouse, the shipping of, or the acceptance of equipment delivered to Renter, shall constitute Renter's receipt and acceptance of equipment and/or vehicles in good working condition, AS IS AND WHERE IS, and that all items on the respective Packing List(s), Invoice(s) and/or Lighting or Grip Truck Inventory List(s) are present. Renter acknowledges that said equipment is offered for test and inspection at the time of rental. EPI assumes no responsibility whatsoever for the performance of the equipment and no claim for liability or rental reduction shall be allowed due to alleged failure of the equipment. This Rental Agreement shall remain open until all equipment is returned by Renter and inspected by EPI. Return inspections are conducted during normal daylight business hours. Renter agrees to permit EPI, or its agent, on to the premises upon which the equipment is located from time to time and at any time for the purposes of viewing or checking the condition of rental equipment and/or for the purpose of repossessing the equipment in the event the renter is in default of any term of this contract. Renter acknowledges that all equipment, vehicles and/or materials provided to Renter by EPI carry no warranty of any kind, including any warranty for fitness or special use.

LIABILITY: Renter agrees to release and indemnify, defend and hold EPI harmless from and against any and all actions, damages, liabilities, claims, costs, and/or expenses (collectively "Claims") arising out of the use or possession of EPI's equipment or vehicles (whether such equipment or vehicles are owned or leased by EPI), or any services provided by EPI, or for any other aspect of Renter's production, unless such Claims are the result of EPI's negligence, gross negligence, willful misconduct or noncompliance with any law or regulation applicable to EPI or the services hereunder.

INSURANCE: Renter shall provide at its own cost and expense its own insurance to cover full replacement cost value of the equipment rented, including loss of use, loss of EPI's rental income, damage, repair or liability which may occur. A certificate of insurance is required naming **Ehman Productions, Inc.** as "Additional Insured" and "Loss Payee". **A minimum of \$1,000,000.00 Commercial General Liability and \$1,000,000 Non-owned Auto Coverage combined single limits, bodily injury, and property damage and Workers Compensation, where applicable,** shall be maintained for the term of this rental agreement. Renter agrees to provide physical damage (comprehensive and collision) coverage on a blanket basis for any vehicles that EPI may provide to the renter, with a limit of not less than \$125,000.00 per auto. If, for any reason, Renter does not have adequate insurance to cover any damages to the equipment, loss of use or rental income, or liability to third parties, Renter agrees to be personally financially liable for all such items and claims.

LAW/JURISDICTION/DISPUTE RESOLUTION: This Agreement shall be governed by the laws of the State of Hawaii. Renter agrees to jurisdiction in any dispute in the courts of the State of Hawaii, island of Maui. Any claim of less than \$20,000 that can not be resolved by negotiation between the parties, shall be resolved by litigation in the District Court, Second Circuit, State of Hawaii, and both parties waive any right to a jury trial for such claims initiated in the District Court. Any claim greater than \$20,000 that can not be resolved by negotiation shall be submitted to binding arbitration under Hawaii law. The arbitration shall be conducted by a single arbitrator on the island of Maui according to the Commercial Arbitration Rules of Dispute Prevention Resolution, Inc. and in accordance with Hawaii law. The arbitrator shall limit discovery, motions, briefs, and the length of any hearing based on the economic nature of the claim(s). The award of the arbitrator shall be final and binding in accordance with Hawaii law. The parties will initially share equally in the costs and fees of the arbitrator. The arbitrator shall award the prevailing party its reasonable attorneys' fees and costs and its share of the arbitrator's fees and costs.

Renter's Signature _____ Print Name _____

Company _____ Title _____ Date _____