



Hardware Rental Agreement Acceptance

[Please review the full Hardware Rental and Purchase Agreement here.](#)

Complete and return this form via email accounts@broadwaymedia.com or fax to (559) 330-2055. OR Submit the [Acceptance and Authorization Form](#) online.

Customer assumes the responsibility to read and understand the complete Terms and Conditions of the Agreement and must accept the Agreement and make manifest such acceptance, and agrees that; payment to BMD, acceptance of Delivery or signature below; shall constitute implicit acceptance and execution; and therefore allowing the full enforcement of all terms and conditions contained herein.

(a) An executed original of the Agreement shall be returned to BMD. (i) BMD shall be under no obligation to take any action pursuant to the Agreement unless accepted by BMD.

(b) The Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties, however, (i) nothing herein shall be construed as consent by BMD for the responsibilities of the Agreement or the License to be assigned, transferred, pledged, hypothecated, sublet or lent by Customer to anyone without prior written consent of BMD, including; (ii) Customer shall not pledge or encumber the Products in any way.

(c) In consideration of the extension of credit terms, the undersigned Customer severally and/or collectively hereunder, both as individuals, jointly and severally, and as a business or trade name, shall each personally guarantee the faithful performance of the Agreement irrespective of the Customer name first written above and personally guarantee the payment of all charges made by and/or on behalf of the Customer, plus attorney fees, court and all other costs of collection should collection proceedings become necessary.

(e) Customer's default or breach of any provision hereof, or upon the happening of any event expressed herein; (i) BMD shall have, in addition to all legal remedies available, the right to take possession of any or all items without demand or notice, without any court order or other process of law and; (ii) Customer hereby waives any and all damages occasioned by said taking. The Agreement represents the entire agreement between the parties relating to the subject matter hereof, and may not be amended or modified, except by a written agreement signed by all parties hereto. The Customer, intending to be legally bound, have caused its proper and duly authorized officer to execute and deliver the Agreement and this Acceptance as of the day and year written on the Order Form.

WITH THE ACTION OF (i) ACCEPTING THIS AGREEMENT; (ii) ACCESSING OR USING THE PRODUCTS OR ACCEPTING RECEIPT THEREOF; CUSTOMER ACKNOWLEDGES TO HAVE READ AND UNDERSTAND THE AGREEMENT AND AGREES TO BE BOUND BY THIS TERMS AND CONDITIONS OF THE AGREEMENT.

Signature _____ Date _____

Print Name _____ Title _____



Credit Card Authorization Form

Full Advance Payment is required for all Purchase and Rental in accordance with the Hardware Rental and Purchase Agreement (the "Agreement").

Additional charges: Credit/Debit Card authorization is required and shall be used in the event of incidental charges on all rental orders as described in the Agreement. A \$1.00 hold will be placed on your card during the rental period. Incidental charges include but are not limited to: rental fees for late returns, and loss or damage to rental items. The cardholder authorizes Broadway Media Distribution Inc. to charge the card indicated in this form for the Amount Due, which shall include any future Incidental Charges, and for the exchange of other services or subsequent additional charges as agreed to in accordance with the Agreement.

Cardholder Name

Company Name

Card Type Card Number Expiration Date 3 or 4 Digit CVV

Credit Card Billing Address City State Zip

Cardholder's Phone Number

I declare under penalty of perjury that I am the cardholder and that the information that I have provided on this form is correct. I hereby take full responsibility for the payment of the Amount Due, which for the purpose of clarity, includes any rental items not timely returned, damages to rental items, or any other incidental charges..

Cardholder's Signature Date

Please attach

Photocopy of your driver's license or I.D.

Photocopy of your credit card (Front ONLY)



Required Documents

Please attach a Certificate of Insurance that meets the following requirements.

Hardware rentals require property and liability coverage. Broadway Media Distribution must be named as a certificate holder, which means you cannot provide merely evidence of insurance. Broadway Media must be listed as Loss Payee regarding property coverage and as Additional Insured regarding liability coverage on your Certificate of Insurance (COI). Insurance coverage must specify "for rented/leased equipment."

At a minimum, your insurance must cover the entire rental period, from the first date of rental through the date of return. You are welcome to provide blanket insurance coverage so that a new COI is not required on a per-rental basis (we encourage this).

Please contact your insurer to request issue of a Certificate of Insurance meeting the following requirements:

Commercial General Liability:

Commercial General Liability insurance covering broad form contractual liability, personal injury liability, advertising injury, completed operation and product liability, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. General Liability coverage may increase depending on the services provided and the usage of the rental equipment.

Property Coverage Insurance:

Property Coverage Insurance covering miscellaneous equipment that is sufficient to cover the full replacement cost of the Equipment. Please include the limits and the deductible of the insurance. Property coverage may come in the following forms: All Risk Policy, Entertainment Package, Inland Marine Coverage, Hired In Equipment, Business Personal Property of Others, Third Party Property, Rented Production Equipment or Rented/Leased Equipment.

Loss Payee:

BMD must be listed as LOSS PAYEE in a certificate issued by Customer's insurance company.

Required Language:

Broadway Media Distribution, Inc. dba Broadway Media is an additional insured on a primary and noncontributory basis with respect to general liability. Waiver of Subrogation is granted in favor of Broadway Media Distribution, Inc. dba Broadway Media with respect to general liability, and workers' compensation. Broadway Media Distribution, Inc. dba Broadway Media is loss payee as it relates to rented/leased equipment.

Certificate Holder Box must read as follows:

Broadway Media Distribution, Inc
7575 N. Del Mar Ave. Ste 107
Fresno, CA 93711