



Contact: rayteam@verizon.net

Rayteam Productions Inc.

www.red1mobil.com

Rental Agreement Form Page 1 of 4

This agreement is by and between Rayteam Productions Inc. (herein "Rayteam") and the Rentee listed below. It is in effect immediately upon signing and shall remain in effect for perpetuity or until cancelled by Rayteam. Rentee may also cancel this contract by requesting in writing that it be cancelled at which point it shall be cancelled upon return of any and all equipment rented from Rayteam and payment of any and all outstanding invoices, damage and loss.

Section One: Rentee Information: Required

Rentee Name:	
Main Contact Person:	
Phone Number:	
Mobile Phone Number:	
Fax Number:	
Email Address:	
Street Address:	
Line 2	
City, State ZIP	
DL or Bus. Lic. # & State:	

Section Two: Billing/ Cardholder Information:

Name: (If Different)	
Main Contact Person:	
Phone Number:	
Mobile Phone Number:	
Fax Number:	
Email Address:	
Street Address:	
Line 2	
City, State ZIP	
Require PO numbers to order	

Section Three: Credit Card Information: Required

I will bring in the card & picture ID when picking up.	
I will fax in the front and back of the card & picture ID.	
I will pay by check. Use this card for an AUTH only.	
Card Number:	
3 digit CVV#: back of card	
Expiration Date:	
Cardholder Signature:	

Required for all new accounts, regardless of payment method. If you pay by check we will put an authorization on your credit card. Authorizations may take a week to expire. Corporations older than 3 years with references and/or DUNS number may apply for terms by speaking with accounting. Bounced checks will be charged to this credit card along with a \$25 returned check fee.

I understand and agree that in the event that Rayteam needs to charge the following credit card in accordance with this rental agreement, they will and may do so.

Rentee is the default claims/loss/damage contact unless otherwise specified. Billing contact is the default accounting contact unless otherwise specified.

Discounts Available:

With a valid and current letter of enrollment, students qualify for a 15% discount. A 5% refund on any order is available if you meet the following 4 criteria:

1. Your project is listed in IMDB.com, naming Rayteam as an equipment provider.
2. You provide a copy of your project to Rayteam showing our logo in your end credits.
3. Your order is pre-approved for this discount. Please request this when placing your order.

Multiple-month orders qualify for further discounts.

Important Info:

We are here to be fair and helpful, but any missing or faulty equipment must meet the following criteria:

1. A call and message to our emergency line must have been made and an opportunity given to us to help you.
2. The refund request must be made before or upon return with authorized parties available for discussion and equipment evaluation.

ALWAYS SEND QUALIFIED CREW AND TAKE THE TIME TO INSPECT TO INSPECT, TEST, LEARN & CHECK-OUT EQUIPMENT.

Section Four: Crew Info: One Required

Name/Title:	
Mobile Phone Number:	
OK to Pickup OK to Add to Order L/D D Contact	

Name/Title:	
Mobile Phone Number:	
OK to Pickup OK to Add to Order L/D D Contact	

Name/Title:	
Mobile Phone Number:	
OK to Pickup OK to Add to Order L/D D Contact	

Section Five: Project Information: Required

Order Number:	
Project/Job Name:	
Start/End Shoot Dates:	

Section Six: Keeping Info on File: Choose One:

Rentee is allowed to create future orders w/ this info.
Future orders may be verbal.
The billing/card information is for this order only.
Future rentals will require a new contact.

Read, Understood & Agreed To: (initials) _____



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Section Seven: Insurance Information: (check one)	
<input type="checkbox"/>	I am renting a vehicle. \$1mil Combined Single Limit Non-Owned auto insurance is required.
<input type="checkbox"/>	I will provide production insurance under the Rentee's name . It will name Rayteam as additionally insured and loss payee \$1mil liability and rented equipment insurance to cover the value of all equipment.
<input type="checkbox"/>	Rayteam may place an authorization (hold on the funds in my account) equal to the replacement value of the rented equipment.
<input type="checkbox"/>	I choose to add a fee to each rental instead of insurance. In that case, the authorization on my credit card and my responsibility for loss will be limited to \$2500.

Note that purchasing your own insurance policy from a reputable provider is the safest way to protect your rental. Be sure to fully understand your insurance coverage. We do not warrant, support or accept any liability in suggesting the following companies, but you may wish to call Truman Van Dyke Company (tvdc.com) at 323-883-0012 for short term insurance or Wells Fargo at 818-464-9300 for long term insurance. Co-production insurance is sold by Complex Corporation or Signature Entertainment. We reserve the right to reject any insurance certificate at our discretion.

If you provide your own insurance we may place an authorization (hold on funds in your account) equal to your deductible.

Section Eight: Terms & Conditions: PLEASE READ & UNDERSTAND THOROUGHLY

Pickup Times/Late Charges: Unless otherwise agreed to, pickups take place after 1pm the business day before your rental and must be returned before 11am on the business day after your rental. Anything not returned before it is due shall be billed for at the current rates until returned.

Shipping: Unless otherwise agreed to and noted on the invoice by Rayteam, all shipping, handling, delivery and customs charges are the responsibility of Rentee. We suggest shipping with at least 24 business hours to spare before equipment is delivered. All equipment is thoroughly tested and operated before shipment. Air handling can be very hard on equipment and totally out of our control. In the event of malfunction, the renter is still responsible for transportation and rental costs. Rentee assumes possession of the equipment and all risks and expenses for any shipment once the equipment has been consigned to a carrier, or carriers agent, if not specified by the Rentee, Rayteam will determine which carrier to use. Rayteam is not liable in any way for the loss, damage, delay or costs arising from the shipment. Equipment has been consigned to a carrier, or carriers agent, if not specified by the by the Rentee, Rayteam will determine which carrier to use. Rayteam Pricing & Availability: Pricing & availability is subject to change without notice and is not guaranteed. Rentals are not reserved until this rental contract or a rental extension with valid billing information is received. At that point we will reserve the agreed upon equipment for your rental. We always make our best efforts to please our customers and assure that your equipment is available and in working condition for your pickup. However, in the rare event that an unforeseen circumstance prevents us from providing the reserved equipment for the scheduled pickup, we will make our best efforts to provide the equipment through another vendor, upgrade your equipment with approval or refund any payment for missing equipment.

Inspection/Warranty: Inspect your equipment thoroughly. As soon as any equipment is removed from our place of business, by Rentee, Rentee's agent, common carrier or carrier's agent, Rentee takes possession of the equipment. By taking possession, you agree that it is in full working, undamaged condition unless noted on your signed invoice. Our sole liability, if any, for furnishing the wrong, incomplete, or defective equipment to the Rentee is limited to a rebate of the rental charged hereunder for such equipment. We are fair, but Rayteam is sole judge of the equipment in question, and we alone decide if the equipment was wrong, incomplete, or defective. No terms, representation or warranty, expressed or implied, are binding on the owner unless set forth herein in writing.

Loss & Damage: Rentee is liable for any and all loss and damage to the rented equipment other than normal wear and tear while it is in its possession. These standards are set solely by Rayteam. Rentee is responsible for the full replacement cost for any equipment lost, stolen or damaged beyond repair. Replacement cost is current price for new equipment. Rayteam alone determines whether equipment should be replaced or repaired. All repair costs are the responsibility of Rentee. Rayteam shall choose the method and provider of repair parts and services. 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. Lighting globe burnouts must be paid for unless a "Globe Burnout Waiver" is paid for on your invoice. All burned out globes must be returned to Rayteam. Rental fees do not apply toward loss and damage charges.

Deposit/Cancellation: We generally require a 25% deposit to hold your rental date. Should you cancel your rental, the deposit is non-refundable, but it is applicable to a future rental. Such cancellations require at least 24-hours notice for all rentals

Title/Liability: At all times, the sole title of ownership and all rights attached to the ownership to the equipment remains in the name of the Rayteam. Rayteam is not liable for any loss, damage or injury caused by leased equipment. The Rentee here by indemnifies and holds harmless Rayteam, its agents and employees, from any claims, including legal fees, that might arise from the leased equipment, and the Rentee assumes all liability for any such claims.

Bankruptcy, Default & Right of Entry: In the event that the Rentee 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 Rentee will be in default. Rayteam may terminate this lease and repossess the equipment without prior notice to the Rentee or to any receiver, trustee, and assignee for the benefit of creditors or levying officer. The owner or it's 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.



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Section Eight: Terms & Conditions: PLEASE READ & UNDERSTAND THOROUGHLY

Return of the equipment: The acceptance of the return of leased equipment is not a waiver of claims that Rateam may have against the Rentee, nor is it a waiver of claims for latent or patent damage to the leased equipment.

Litigation: Any litigation that might arise per this lease will be held in Los Angeles County, California and Rentee consents in jurisdiction thereof. 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.

Past Due accounts: All past due accounts are subject to a service charge of 1.5% per month (18% annum).

Assignment and Subletting: Rentee 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 Rentee may not remove or cover any name plates, tags or serial numbers which identify the equipment as belonging to Rayteam. The Rentee will allow only qualified employees or agents to operate the equipment in the manner for which it is intended.

Unlawful Acts: The Rentee will not permit the leased equipment to be used in violation of any federal, state or municipal laws or regulations, and holds Rayteam 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 Rentee will be liable for continued rental charges until the equipment is returned to the Rayteam.

Privacy Policy: Rayteam uses your information only for the purpose of providing its rental services to you. All information shall only be shared within its organization, with its agents, contractors and employees as needed. From time to time we may mail or e-mail information regarding Rayteam. This is a very rare occurrence, however, should you wish to opt-out of such communication, please let us know and we will make our best efforts not to contact you for any reason other than your active rentals.

Original Document: A facsimile, photocopy or scanned image of this document shall be considered as true as the original and shall remain in full effect.

Refunds: Though not required in any way by this contract, we do our best to make our customers happy. Please help us do that. A call and message must be left on our emergency line (call our main phone number 24/7 to be connected) and we must have an opportunity to resolve any problems and/or offer the refund. All equipment must be inspected with requesting party upon return and/or exchange.

Section Nine: Terms & Conditions: Ultima™ Required Contract Rider

THIS RIDER AMENDS ANY OTHER CONTRACT TERMS TO THE CONTRARY BETWEEN THE PARTIES.

Rentee agrees to indemnify and hold harmless Rayteam, from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees (collectively "Liabilities") arising out of, connected with, or resulting from the lease or use of any equipment or vehicles by Rentee or other third party prior to the return of the equipment or vehicle to the Rayteam, or the employment of any personnel provided by Rayteam, however, Rentee shall have no obligation to indemnify and hold harmless Rayteam for Liabilities arising solely out of Rayteam's negligence or for the intentional or wanton misconduct of any personnel provided by Rayteam hereunder.

In addition to the above, Rentee shall, at his/her own cost and expense, secure and maintain insurance specified below. Rentee acknowledges that a failure to purchase/maintain the insurance specified below shall be considered a material breach of this agreement:

- 1) Rentee shall maintain All Risk Property Insurance providing coverage to replace the equipment rented from Rayteam without a reduction for depreciation (Replacement Cost coverage), and Rayteam shall be added as Loss Payee relative to such equipment. Policy coverage territory is to be "Worldwide"; and
- 2) Rentee shall maintain Commercial General Liability insurance in an amount of no less than \$1,000,000 Limit Each Occurrence, for Bodily Injury and/or Property Damage and \$1,000,000 Personal Injury. Rayteam shall be added as an additional insured as respects to Rentee's use of any of the Rayteam's equipment
- 3) If renting a vehicle, Rentee shall maintain Business Automobile Liability Insurance on Non-Owned, Hired, Loaned or Donated Automobiles in an amount of no less than \$1,000,000 Combined Single Limit Each Occurrence for Bodily Injury and/or Property Damage. Rayteam shall be added as an additional insured as respects to Rentee's use of any of Rayteam's vehicle(s). This policy shall also provide Actual Cash Value Comprehensive and Collision coverages as respects to any Non-Owned, Hired, Loaned or Donated Automobiles of Rentee and Rayteam shall be named as Loss Payee as respects any such vehicle(s).
- 4) If Rayteam's equipment and/or vehicle(s) leaves the United States, Rentee's policy must include worldwide territorial limits and Rentee shall maintain Statutory Worker's Compensation Insurance in accordance with the States or Countries of operation, including Employer's Liability Coverage, with disease, with a minimum policy limit of \$1,000,000; with a minimum repatriation limit of \$50,000 each person; territory is "worldwide."
- 5) Further Insurance Requirements for Rentee:
 - a) Each of the above policies shall be endorsed to provide for (30) thirty days prior written notice to Rayteam of any cancellation or material change in coverage;
 - b) Each policy must further stipulate that the coverages provided are primary and non-contributory with any insurance maintained by Rayteam;
 - c) All insurance required to be carried by Rentee shall be issued by reputable and independent insurers having a Best's Rating of "A" and a "Financial Size Category" of at least XII or if such ratings are not in effect, the equivalent thereof.

d) Rentee insurance coverage must be in force at time of rental. It is agreed that Rentee's insurance, including all requirements herein, shall commence at the time any of Rayteam Rentals's equipment and/or vehicle(s) leaves Rayteam's premises and shall remain in full force and effect until the equipment and/or vehicle(s) are returned to the Rayteam's premises, (unless it is stipulated that such equipment and/or vehicle(s) are to be returned to a specific location other than the Rayteam's premises, in which case, the insurance shall cease upon return of the equipment and/or vehicle(s) to the specifically agreed location).

e) Certificate of Insurance. Rentee shall provide a Certificate of Insurance confirming the existence of the above insurance prior to any equipment and/or vehicle(s) leaving the Rateam's premises, in a form satisfactory to Rayteam.

f) Foreign use and Shipment.

i) All out-of-country shipments must be agreed upon between Rentee and Rayteam, and the following terms and conditions acknowledged and agreed to in advance:

1) Rayteam will only ship through an established Customs Broker contracted by the Rentee.

(2) Customs Broker is to register the equipment with United States Customs, using U.S. Customs Form 4455, prior to the equipment leaving the United States. A certified copy of the registration form must be returned to Rayteam., or Customs Broker will arrange a carnet through the United States Council of International Chamber of Commerce, stipulating that the Rentee: "shall (1) return the said products described in the Carnet to the United States, or (2) pay such customs duties, excise taxes, and/or charges which, may be imposed by any country for it's failure to return said products". A certified copy of the Carnet must be returned to Rayteam.

(3) Rayteam will provide an itemization of all equipment, listing: brand name; country of manufacture; item serial numbers; and replacement value.

(4) All brokerage and shipping charges are to be borne by the Rentee, and prepaid prior to shipment.

(5) Returning shipments should be consigned to the originating Customs Broker for clearance and re-entry into the United States. In no case is the equipment to be shipped directly back to Rayteam. Returning shipments should contain instructions to the Customs broker regarding the disposition of the equipment after clearing U.S. Customs (i.e.: deliver equipment to Rayteam, or to Rentee's address).

(6) Rentee agrees to prepay all shipping and brokerage charges, and indemnify and hold harmless Rayteam against any loss caused by its failure to return the equipment, including "Loss of Use" of said equipment.

(7) Rentee acknowledges that rental charges are accrued daily, including time in transit and the time the equipment may be in the hands of the designated Customs broker, or United States Customs Service.

(8) Rentee acknowledges and agrees that United States Import Duty may be levied in foreign made goods, even though the above procedures are followed.

(9) Rentee agrees to indemnify Rayteam against any and all charges, including customs duties, excise taxes, brokerage fees, and shipping costs.

Failure or delay of Rayteam Rentals for any reason, or for any length of time, to exercise any of its rights under this Rider or to insist upon compliance with any or all provisions of this Agreement shall not constitute waiver thereof in whole or in part.

Rentee further agrees that it will indemnify Rayteam for any and all costs, legal expenses or other charges incurred by Rayteam in enforcing the terms of this Rider.

I have the authority to execute this contract. I have read and understand everything in it. I duly execute it as of the following date. Agreed by the parties:

RENTEE: _____ DATE: _____

SIGNATURE: _____ TITLE: _____