



5900 Blackwelder Street • Culver City • California 90232 • Tel: (310) 636-4600 • keslowcamera.com

NEW ACCOUNT APPLICATION

The following are the necessary documents to open an account with Keslow Camera. In order to establish this account, please complete and return the following:

1. A completed "Account Application Form."
2. A signed copy of the "Authorization to Release Credit Information" (this form should be signed by an authorized signer for your company)
3. A "Certificate of Insurance" naming Keslow Camera, Inc. as additional insured and loss payee. The certificate must meet the minimum requirements as outlined under our "Insurance Requirements."
4. A signed copy of the "Rental Terms and Conditions."

Please note the first job is always C.O.D. A certified check or credit card is required upon equipment pickup. The account remains C.O.D. until the credit application and its review is completed to Keslow Camera, Inc.'s satisfaction.

If you have any questions or need further information, please do not hesitate to contact us.



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ACCOUNT APPLICATION FORM

Legal Name _____

Street Address _____

City _____ State _____ Zip _____

PH# () - FX# () - How long at address? _____

Key Contact (i.e. corporate officers / partners / owners): _____

Entity (select one): ☐ C-Corp ☐ S-Corp ☐ Partnership ☐ Sole Proprietorship _____

Federal Tax ID # _____ State of Incorporation _____

****BANKING REFERENCE:**

Name _____ Account # _____

Street Address _____

City _____ State _____ Zip _____

PH# () - FX# () - _____

Date Account Opened _____ Officer _____

****TRADE REFERENCES: (AT LEAST 3, INDUSTRY RELATED)**

Name _____ PH# () - FX# () - _____

Street Address _____

City _____ State _____ Zip _____

Contact _____ Business email address: _____

Name _____ PH# () - FX# () - _____

Street Address _____

City _____ State _____ Zip _____

Contact _____ Business email address: _____

Name _____ PH# () - FX# () - _____

Street Address _____

City _____ State _____ Zip _____

Contact _____ Business email address: _____



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AUTHORIZATION TO RELEASE CREDIT INFORMATION

To whom it may concern:

Keslow Camera, Inc. is hereby authorized to request all necessary credit information from the references given on the attached credit application and agreement, to assist in their extension of credit to the undersigned.

The said persons, bank, and/or companies are hereby requested and directed to release such information to Keslow Camera, Inc. upon request.

In the event that you receive a photocopy of this authorization, it should be treated as an original and the requested information should be released.

SIGNED

DATE



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INSURANCE REQUIREMENTS

PLEASE READ CAREFULLY AS OUR INSURANCE REQUIREMENTS HAVE CHANGED.

YOU MUST INSURE ALL THE EQUIPMENT. You 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, 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. You 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 and Property Insurance, prior to taking possession of equipment. Workers Compensation Insurance is not required. 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, you shall remain primarily liable to the Rental Company, which may enforce its remedies directly against you without resort to your insurance.

PROPERTY INSURANCE. Your insurance should be on a worldwide basis; it shall name the rental Company as Loss Payee for loss or damage to the property rented; it 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 cancelled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.

LIABILITY INSURANCE. You shall name the Rental Company as an Additional Insured on your liability insurance and your liability insurance shall be deemed primary 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

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.

THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY YOUR NON-PERFORMANCE. Your insurance shall agree that the rights of the Rental Company under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by you, other than non-payments of insurance premiums.

Should you fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract or to provide the Rental Company upon request with satisfactory evidence of the insurance, the Rental Company may, but shall not be obligated to, procure the insurance and you shall reimburse the Rental Company on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

(Please keep in mind that the Keslow Camera, Inc. rental agreement requires you to be responsible for ALL physical damage including theft of rental equipment. Further, our rental agreement requires you to pay rental charges on damaged or stolen equipment until the equipment can be returned to our normal rental inventory. Generally we will deal directly with your insurance company when a loss occurs. However, simply because there are exclusions in does not relieve you of your responsibility under the Keslow Camera, Inc. rental agreement.)



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RENTAL TERMS AND CONDITIONS

1. **Inspection:** Customer has inspected and tested all of the equipment being leased hereunder. Customer agrees that such equipment is in good working condition, acceptable to Customer, and free from damage or defect. Customer assumes all risks inherent in inspection and testing and shall be liable for all damage caused to equipment, property, or persons during inspection and testing.
2. **No Warranty; Limitation of Liability:** Customer acknowledges and agrees that all equipment is being leased AS IS, without warranty or guarantee of any kind, expressed or implied, including, without limitation, the warranties of merchantability and fitness for a particular purpose, and that KESLOW CAMERA, INC. ("KESLOW") assumes no responsibility, implied in fact or law, for the performance or non-performance of said equipment. KESLOW shall not be liable for any loss or damage of any kind, whether caused by negligence or otherwise, resulting from any delay, detention, late-delivery, non-delivery, defect, or deficiency in leased equipment or other materials supplied, stored, repaired, transported, received, or processed, or the services of technicians, drivers, or any other personnel or service provided by or through KESLOW. Customer agrees not to institute any legal action or proceeding against KESLOW seeking damages from, or to impose liability on, KESLOW in contravention of the preceding sentence. Customer agrees to assign to KESLOW, prior to execution thereon, the amount of any judgment obtained by Customer against KESLOW in connection with this Agreement which exceeds the actual amount of money paid by Customer to KESLOW under this Agreement.
3. **Equipment Pick-up & Return:** Customer must pick-up and return equipment at KESLOW's business premises during normal business hours. Customer is deemed to have taken delivery of the equipment, and therefore assumes all risk of loss thereof, from the time that the equipment is set aside from KESLOW's general rental inventory for Customer's use. KESLOW does not ship equipment. Any arrangements with common carriers are the sole responsibility of Customer and must be made by Customer directly with the common carrier. All equipment shipped to KESLOW by Customer must be shipped prepaid. Equipment will not be deemed to have been returned until all of the following conditions have been met: (i) equipment has been returned to KESLOW's premises during normal business hours; (ii) an inventory has been completed and a list of any missing or damaged equipment has been compiled; and (iii) the scheduled term of Customer's lease agreement for the equipment has expired.
4. **Rates, Charges, Etc.:** Rates and terms of payment are based upon credit information at the time of rental. Should there be any change in such information, Customer agrees that KESLOW may revise the same without further notice. The first rental day shall be the day of delivery to Customer. The last rental day shall be the day of return if such return is after 10 A.M. Equipment rented at the daily rate will be charged for Sundays and Holidays if the equipment is actually used on such days. A \$50 administrative charge and interest will be added to accounts not paid when due. The amount of interest will be equal to 1-1/2% of the balance due and will be added for each 30-day period which elapses from and after the due date of such account. Customer agrees to pay KESLOW upon demand reasonable compensation, not to exceed the scheduled lease payments, for any losses KESLOW may sustain because of Customer's cancellation of all or part of an order. Customer agrees to pay all taxes, transportation charges, duties, broker fees, bond fees, and all other costs imposed upon the leasing or use of the equipment. In no event, shall interest accrue or be payable by KESLOW with respect to any Customer deposit or prepaid rent.
5. **Equipment Location:** The equipment, or any part thereof, may not be removed from the United States or Canada, without the prior written consent of KESLOW. Customers who receive KESLOW's prior written consent to move equipment outside the United States or Canada will only be allowed to ship such equipment through an established customs broker contracted by Customer. Prior to any equipment leaving the United States or Canada, said customs broker must register the equipment with United States Customs, using United States Customs Form 4455 (or its successor or replacement form), or obtain an ATA Carnet covering the equipment. A certified copy of the registration form or a copy of the ATA Carnet must be provided to KESLOW promptly after shipment.

6. Authorized Users: Customer agrees to keep all equipment leased hereunder in Customer's sole custody and control and will not sublet or assign any equipment without the prior written consent of KESLOW. Customer will only allow Customer's duly qualified employees and/or agents to use the equipment and will not use any equipment in violation of any applicable law, rule, or regulation, including, without limitation, foreign, federal, state, and municipal laws, rules, and regulations.
7. Damaged/Unreturned Equipment: If any item of equipment is returned in an irreparably damaged condition or, for any reason (including, but not limited to, destruction, confiscation, theft or act of God), is not returned, Customer shall pay KESLOW the monetary value of such item. Customer specifically agrees that the monetary value of each item of leased equipment is as per the list posted in KESLOW's office, a copy of which will be furnished to Customer upon request. If any item is returned in a damaged, but repairable condition, Customer shall pay to KESLOW the cost of such repairs as determined by KESLOW. In determining whether equipment shall be replaced or repaired, KESLOW's judgment shall be conclusive upon Customer. In addition to Customer's liability for the replacement or repair cost of damaged or unreturned equipment, Customer also agrees to pay rent on such damaged or unreturned equipment at the rate of three times the daily rental rate until the equipment has actually been repaired or replaced and returned to KESLOW's rental inventory. Customer agrees to pay any amounts owing for damaged or unreturned equipment within 10 days of KESLOW's invoice or written demand therefor. Accrued rental fees are not applicable to, nor may they be used as an offset against, any amounts owing hereunder for damaged or unreturned equipment. In no event shall Keslow's acceptance of returned equipment be deemed a waiver by KESLOW of any claims that it may have against Customer, including, without limitation, any claim for latent or patent damage to the equipment.
8. Title and Ownership: Customer specifically acknowledges and agrees that Customer is only leasing the equipment, with no option or right to purchase the equipment, and that all title to and ownership of the equipment remains with KESLOW. Customer shall keep the equipment free of all liens, levies, and encumbrances. Customer agrees not to remove, alter, or conceal any tag, nameplate, marking, serial number, or other evidence of KESLOW's ownership on or affixed to the equipment.
9. Insurance: At all times from and after the delivery of equipment to Customer, Customer shall maintain property damage insurance, at Customer's expense, in amounts and with insurance companies satisfactory to KESLOW, protecting KESLOW as an additional insured and providing for 10 days' written notice to KESLOW before any policy shall be modified or canceled. Prior to pick up of rental equipment, Customer shall deliver a complete copy of such insurance policy to KESLOW. Should Customer fail to procure or pay the cost of maintaining in force the insurance specified above or to provide KESLOW upon request with satisfactory evidence of the insurance, KESLOW may, but shall not be obligated to, procure such insurance, and Customer shall reimburse KESLOW on demand for the cost of such insurance.
10. Indemnity; Collection Costs: Customer agrees to indemnify KESLOW and to hold KESLOW harmless from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities (collectively, "Damages"), including, without limitation, attorney's fees, court costs and collection agency costs, arising out of, connected with, or resulting from: (i) any equipment or services provided hereunder or in connection herewith, including, without limitation, Damages arising out of, connected with, or resulting from the manufacture, selection, delivery, possession, use, operation, conduct, or return of said equipment; and (ii) the breach by Customer or any covenant, agreement, representation or warranty made herein. If KESLOW places Customer's account in the hands of an attorney or collection agency for collection, Customer agrees to pay all attorneys' fees, collection agency fees and commissions, and court costs incurred in connection therewith.
11. Screen Credits: If any of the equipment is used in the filming or photography, whether in whole or in part, of any theatrical, television or home video motion picture or program, Customer agrees that KESLOW shall receive on-screen credit in the end credits in substantially the following form: "Camera and Lenses provided by KESLOW CAMERA, INC." KESLOW shall not have any right to injunctive or equitable relief if Customer breaches this provision; however, upon receipt of written notice from KESLOW, Customer shall endeavor in good faith to prospectively cure any omission or failure to provide the above-specified credit.
12. Signer Authority/Liability: If Customer is a corporation, limited liability company or other entity, the person signing this Agreement on behalf of such entity hereby warrants that he/she has full authority from such entity to sign this Agreement on behalf of the entity.
13. Review of Agreement: Customer hereby acknowledges that, prior to execution hereof, Customer read this Agreement and fully understands all of its provisions.

14. Miscellaneous: This Agreement and the term sheet printed on the reverse side or attached hereto constitute the entire agreement between the parties hereto with respect to the subject matter hereof and cannot be modified, supplemented, or amended except by a written instrument executed by the parties hereto. If any provision of this Agreement is illegal or contrary to public policy, such provision shall be curtailed, limited, or eliminated to the extent necessary to remove such illegality or conflict and, as so modified, this Agreement shall continue in full force and effect. No waiver by one party of a breach or default by the other party shall be deemed to be a waiver of any preceding, continuing, or succeeding breach of the same or any other provision of this Agreement. This Agreement shall be subject to and construed in accordance with the laws of the State of California without reference to its conflict of law rules. The venue and jurisdiction of any litigation related to, arising out of, or connected with this Agreement, shall be exclusively in a state or federal court located in Los Angeles County, California, and the prevailing party in such litigation shall be awarded its attorneys' fees and costs incurred therein, including any on appeal. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, licensees, and permitted assigns.

THE UNDERSIGNED HAS READ AND AGREES TO ALL TERMS AND CONDITIONS ABOVE.

CUSTOMER:Legal Name/Individual and/or Company Name

By

Signature

Title

Date