



Phone: (310) 439-2795 Email: rentals@mediaboxcamera.com
Media Box Inc., 11222 Washington Blvd., Culver City, CA 90230

NEW CLIENT PAPERWORK

Thank you for opening an account with Media[box] Camera. Below outlines our application and insurance requirements. Please feel free to reach out if you have any questions.

New Account Forms:

To open a new account, we need six things:

- Rental Application, see below.
- Rental Agreement, see below.
- Credit Card Authorization Form, see below.
- Copy of Credit Card, front and back.
- Copy of Applicant's valid Driver's License, State ID, or Passport.
- Valid Certificate of Insurance.

Certificate of Insurance Summary:

- Please be sure the company name listed on this Application and Agreement is the same company name listed as "Insured" on the COI.
- The "Certificate Holder" must be listed as:
 - Media Box, Inc.
 - 11222 Washington Blvd.
 - Culver City, CA 90230
- Media Box Inc. must be listed as "Additional Insured" and "Loss Payee".
- Your insurance coverage must include:
 - General Liability Coverage of at least \$1,000,000.
 - Aggregate Coverage of at least \$2,000,000.
 - Rented Equipment Coverage of at least 3 times the replacement value of the rented equipment.
 - Hired Auto (when renting a vehicle)
- For more details and complete requirements, refer to our Rental Agreement, attached.

Once completed, please email documents to rentals@mediaboxcamera.com. Thank you!

Client Initials _____



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RENTAL APPLICATION

GENERAL INFORMATION

Name of Authorized Company Representative who's completing this form: _____

Company Name: _____

Billing Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

How did you hear about us? _____

Choose One: Corporation LLC Partnership Individual

State of Incorporation: _____ Year of Incorporation: _____

Tax ID / EIN / Social Security Number _____

Company President or Managing Member: _____

Have you ever filed for bankruptcy: Yes No If yes, disposition: _____

Do you require the use of Purchase Orders? Yes No

Person(s) authorized to placed orders: _____

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RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into by and between Media Box, Inc. ("Mediabox"), and
(Client"), whose principal place of office is
and whose phone number is
and whose email is
. This Agreement shall include and be
subject to the following terms and conditions:

- 1. CONTINUING RENTAL AGREEMENT: Mediabox and Client agree that this Agreement shall apply to any rental of Property by Client from Mediabox occurring on or after the date of this Agreement even though the specific Property, duration of rental and/or the price for the rental may vary, according to ongoing quotes and email communications. The 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 of either party executing a new Rental Agreement.
2. DESCRIPTION OF PROPERTY: The equipment ("Property") subject to this Agreement shall be the specific items of Property listed in ongoing quotes and email communications ("Equipment Schedules"), prepared by Mediabox and given to Client at the time of delivery/pick up of the Property to/by Client or to a third party at the direction of Client. It shall be Client's sole responsibility to determine that the Property delivered is in accordance with the Equipment Schedules and to notify Mediabox immediately of any discrepancy therein. Mediabox shall not be responsible for any discrepancies not brought to Mediabox's attention at the time of delivery.
3. DELIVERY AND RETURN: For purposes of this Agreement, Client shall be deemed to have taken delivery of the Property from the time the Property is set aside from Mediabox's general inventory for Client's use. Client shall be deemed to have returned the Property only at such time as Client shall have returned the Property to Mediabox's shipping department during Mediabox's regular business hours and after Mediabox shall have accepted the same. Acceptance by Mediabox shall mean that Mediabox shall have unpacked the Property from its shipping container, examined it for damages and individually barcode scanned the Property into Mediabox's computerized system as returned. The acceptance of the returned Property is not a waiver by Mediabox of any claims Mediabox may have against Client, nor a waiver of claims for latent or after discovered damage to the Property.
4. USE OF PROPERTY: Client shall operate and use the Property in accordance with the manufacturer's instructions and recommended use and shall neither abuse or misuse the Property nor use or store the Property in any manner or at any location which will subject it to abnormal or hazardous conditions or risk. Client will take all necessary precautions during the shipment, use or

Client Initials _____

storage of the Property to protect the Property and all persons using the Property from injury or damage. The Property shall be used only by qualified employees or agents of Client. Client shall not make any alterations, changes, modifications or improvements to the Property without the prior written consent of Mediabox and Client shall not deface, remove or cover any name plate on the Property showing Mediabox's name and identification or that of the manufacturer. All Property shall be used in accordance with applicable federal, state or local laws or ordinances.

5. **INSPECTION/WARRANTY:** Client shall inspect the Property immediately on delivery and shall notify Mediabox at that time if Client determines that the Property is not in good working condition. After such delivery and inspection, Client acknowledges that the Property is rented without any express or implied warranty or guarantee of any kind.

6. **RISK OF LOSS/REPAIR/REPLACEMENT COST:** From the time Client receives the Property, until its return to Mediabox, as those terms are defined herein, including during any time of transit or shipment of the Property per Section 8 below, Client shall bear any and all risk of loss and/or damage to the Property, including but not limited to all damage, loss, theft, or seizure (by a third party or governmental agency) while in possession of Client or any agent or client of Client, or any carrier or storage facility, regardless of whether such loss or damage may have been caused by Client, Client's agent, Client's client, shipper or any third party. If the Property is damaged, such liability shall include Mediabox's actual cost of replacement or repair as well as "Loss of Use & Lost Work", as defined in Section 7 below. The decision as to whether the damaged Property shall be replaced or repaired shall be solely Mediabox's and shall be conclusive on Client.

7. **LOSS OF USE & LOST WORK:** In the event of loss or damage during Client's rental period, if the Property cannot be replaced or repaired in a timely manner, Client is responsible for reimbursing Mediabox for actual and verified loss of use sustained, not to exceed the value of the Property. For each instance of lost work, Mediabox will provide proof that Mediabox needed to rent another piece of equipment from a third party to temporarily replace the Property that was lost or damaged, while waiting for the replacement or repairs to complete. Client's insurance must provide this type of coverage.

8. **TRANSPORT AND SHIPMENT:** In the event the Property rented by Client is transported or shipped, whether from Mediabox to Client, or to any third party or location, or upon its return to Mediabox, or at anytime between delivery and return of the Property as those terms are defined in Section 3 of this Agreement, the risk of loss during that transport and shipment shall be solely Client's. Client, at Client's option, shall be entitled to select its own shipper or transport service and shall notify Mediabox of that selected shipper or transport service at the time the rental order is placed. If Client declines to make such election, and requests transport by a shipper or transport service selected by Mediabox, then Client shall still remain solely responsible for risk of loss during that transport or shipment and shall continue to maintain insurance on the Property as provided herein. Mediabox shall bear risk of loss during transport or shipment only during times when Mediabox's own employees are directly handling the transport or shipment.

8. **INDEMNIFICATION:** Client agrees to defend, indemnify and hold Mediabox harmless against any claim, liability loss, costs, damages, expenses, or demands arising directly or indirectly out of, or in connection with the use of the Property rented from Mediabox by Client, its agents, servants, clients, contractors, representatives, guests, invitees, or customers.

Client Initials _____

- 9. PROPERTY INSURANCE:** Client shall at all times from the delivery/pick up of the Property to/by Client to its return to Mediabox, as those terms are defined herein, including during times of shipment and storage, maintain property insurance covering the Property from damage or loss from any cause whatsoever. Such property insurance shall be in an amount sufficient to cover three times the full replacement cost of the Property. Mediabox shall be named an additional insured and loss payee on such policy or policies and Client shall provide Mediabox with proof of such insurance.
- 10. AUTOMOBILE LIABILITY INSURANCE:** Client shall, at its own expense, maintain business automobile insurance, including coverage for loading and unloading Property and hired auto physical damage insurance covering owned, co-owned, hired and rented or leased vehicles. Coverage for physical damage shall include the perils of comprehensive and collision loss. Mediabox shall be named as an additional insured respecting the liability coverage and as loss payee on the hired auto physical damage coverage. The insurance shall provide no less than \$1,000,000 in combined single limits, and actual cash value, less a \$1,000 deductible for the physical damage on comprehensive and collision coverage.
- 11. WORKERS COMPENSATION INSURANCE:** Client shall, at its own expense, maintain workers compensation/employers liability insurance during the course of the Property rental with minimum limits of \$1,000,000.
- 12. COMMERCIAL GENERAL LIABILITY INSURANCE:** Client shall, at its own expense, maintain commercial general liability insurance which includes coverage for independent contractors and contractual liability coverage specifically referring to this Rental Agreement and to the hold harmless agreement herein. Said insurance shall name Mediabox as an additional insured and provide that said insurance is primary coverage with respect to all insureds the limits of which must be exhausted before any obligation arises under Mediabox's insurance. Such insurance shall remain in effect during the course of the rental agreement, and shall include the following coverages: broad form contractual liability, personal injury liability, completed operations, and products liability. Such insurance shall have provided general aggregate limits of not less than \$2,000,000 (including the coverages specified above), personal injury and advertising injury of not less than \$1,000,000 and per occurrence limits of no less than \$1,000,000.
- 13. NOTICE OF INSURANCE:** Before obtaining possession of the Property, Client shall provide Mediabox a Certificate of Insurance and applicable endorsements confirming each of the coverages specified above. All Certificates of Insurance shall be signed by an authorized agent or representative of the insurance company. All insurance maintained by Client pursuant to the foregoing provisions, shall be issued by an insurance carrier authorized to do business in the State of California with a BEST rating of A- or higher. The failure of Mediabox to demand such notice or proof of insurance shall not excuse Client from providing it.
- 14. NOTICE OF CANCELLATION OF INSURANCE:** Client shall provide Mediabox with thirty (30) days written notice prior to the effective cancellation, material change, or modification to any insurance required to be maintained by Client pursuant to the foregoing provisions.
- 15. WAIVER OF SUBROGATION:** All insurance maintained by Client pursuant to the foregoing provisions shall contain a waiver of subrogation against Mediabox.
- 16. FAILURE TO PROCURE INSURANCE:** Should Client fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Mediabox with satisfactory evidence of insurance,

Client Initials _____

Mediabox may, but shall not be obliged to, procure the insurance and Client shall reimburse Mediabox on demand for such costs. Lapse or cancellation of the requirement of insurance shall be an immediate and automatic default of this Agreement.

17. SUBLEASE BY LESSEE: The grant by Client of a sublease or sub-rent of the Property shall not effect Client's obligation to procure insurance for the benefit of Mediabox as provided herein nor shall such sublease or sub-rent otherwise effect or diminish any of Client's obligations under this Agreement.

18. REMOVAL FROM STATE/U.S.: Client shall not remove the Property from the State of California without Mediabox's prior written consent, nor shall the Property be removed (under any circumstances) from the United States of America.

19. ATTORNEYS FEE: Client hereby agrees to pay all of Mediabox's attorney's fees and costs actually incurred by Mediabox in enforcing the Terms and Conditions of this Agreement, regardless of whether or not a legal action is filed.

20. PLACE OF CONTRACT, VENUE AND APPLICABLE LAW: This Agreement shall be deemed entered into at Mediabox's principal office located in the County of Los Angeles in the State of California. In the event of any dispute between the parties, Mediabox and Client agree that venue in legal action between them shall be in the Superior Court for the County of Los Angeles, State of California, and that California law shall apply in the interpretation of this Agreement.

21. INCORPORATION BY REFERENCE: This Agreement and any attached or future Equipment Schedules are incorporated by reference and made an integral part of the Agreement. This instrument and any such Equipment Schedules constitutes the complete agreement between the parties as to the issues covered herein. Further, no agreements, representations, or warranties other than those specifically set forth in this Agreement or in applicable Equipment Schedule(s) and email communications shall be binding on any of the parties unless they are also set forth in a writing that is agreed to by both parties.

22. SECURITY DEPOSIT: Mediabox may, at Mediabox's option, require Client to give Mediabox a security deposit in an amount determined by Mediabox. Said security deposit, if done by credit and/or charge card, shall be final. Client and/or charge card holder waive all rights to dispute charges with the credit/charge card company and agree to resolve disputes as if the charges were made as cash payments. In the event that the credit/charge company fails to honor Mediabox's charges for any reason, or if the credit charge or credit available shall be insufficient to cover the claims of Mediabox under this Agreement, Client shall remain absolutely liable for the full amount of the claims. The election by Mediabox to request and accept a security deposit in lieu of a proof of insurance certificate from Client, or for any other reason, does not constitute a waiver or limitation by Mediabox of any of Mediabox's rights or Client's obligations under this Agreement.

23. TITLE AND OWNERSHIP: This Agreement constitutes a lease/rental and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. Client specifically acknowledges Mediabox's superior title and ownership of the Property and must keep the Property free of all liens, levies and encumbrances.

24. SURRENDER: Upon the expiration or earlier termination of this lease/rental, Client shall return the Property to Mediabox in the same condition as at the delivery/pickup to/by Client, ordinary wear and

Client Initials _____

tear excepted. Client does hereby grant Mediabox an option to terminate this agreement on twenty-four hours notice.

- 25. INSPECTION:** Mediabox shall have the right to inspect the equipment or observe its use at all reasonable times.
- 26. SEVERABILITY:** The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.
- 27. TERMS OF RENTAL:** Unless otherwise specified in writing, the Property shall be leased/rented on a day-to-day basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is delivered/picked up to/by Client and the time it is returned to Mediabox. Client agrees to return the Property on the date and time specified on the Equipment Schedule. If Client fails to return the Property by the return date specified, Client is liable for the daily rental cost of the Property until it is returned. Unless otherwise stated in writing, a full additional day's rental will be charged for any Property not returned by 12:00PM (noon) on the due date. The rental fee payable for any item of Property shall be Mediabox's standard daily rental rate for such equipment. Mediabox's standard daily rates are subject to change at any time without notice. Mediabox may discount rates upon their discretion. Discounts may be revoked at any time. No allowance will be made for items delivered/received to/by Client but not used by Client.
- 28. PAYMENT AND CHARGES:** Rental rates are offered to Client based upon Client's credit information available to Mediabox at time of rental. If Client's credit information is incorrect or changes during the course of a rental, Mediabox may revise the applicable rate without notice. Client agrees rental invoices and loss or damage invoices are payable upon receipt of invoices or use of the equipment. Any discounts granted by Mediabox may be revoked at any time after thirty (30) days of non-payment. If a credit card is supplied by Client to Mediabox, Client acknowledges and grants Mediabox the unequivocal right to recover from Client's credit card immediately and/or consecutively any charges or amounts due Mediabox until paid in full. Lease/rental payment may not be applied to the purchase or repair or replacement cost of the Property.
- 29. INTEREST CHARGES:** Monetary balances unpaid by Client and unpaid claims by Mediabox against Client shall bear interest at the rate of 1.5 percent per month until paid; provided, however, that if such interest rate exceeds the maximum amount allowed under the laws of the State of California then that maximum amount shall instead apply.
- 30. CANCELLATION:** In the event of cancellation, charges may apply in consideration of Mediabox preparing, holding in reserve or sub-renting equipment on Client's behalf. Mediabox shall be entitled to compensation for any losses sustained because of full or partial cancellation of order. Cancellation is subject to payment of the first day rental or forfeiture of deposit, whichever is greater.
- 31. DEFAULT:** In the event Client shall fail to make any of the payments when due or shall fail to perform any other covenant or condition hereof to be performed by Client or any of the events described in this Agreement, Mediabox may, in addition to all other remedies provided by law, exercise any one or more of the following, with or without demand, notice or legal process: a) Recover from Client all sums then due; b) Repossess the Property (by entering upon Client's premises, if necessary) without liability for trespass, or responsibility with respect to the Property or to any article left in or attached to same; and recover from Client all damages sustained by Mediabox as a result thereof; c) Recover from Client any and all damages which Mediabox shall have sustained by reason of non-performance

Client Initials _____

by the Client of the terms and conditions of this Agreement; d) Retain, free from any claim by Client, all payments or other property theretofore received under this Agreement. e) Recover from Client all expenses incurred by Mediabox in protection of its rights under this Agreement, including, without limitation, attorneys fees, court costs, and costs of location, repossessing, repairing, reconditioning and storing the Property.

32. BANKRUPTCY: Neither this Agreement nor the Property is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Client, or if the Client is adjudged insolvent, or makes any assignment for the benefit of Client's creditors or if a writ of attachment or execution is levied on any item or items of the Property and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Client is a party with authority to take possession or control of any item or any item or items of the Property, Mediabox shall have and may exercise any one or more of the remedies set forth in this Agreement. This Agreement shall, at the option of Mediabox, without notice, immediately terminate and shall not be treated as an asset of Client after the exercise of said option and Mediabox shall recover from Client any and all costs or damages associated with recovery of the Property.

By signing below, MEDIABOX and CLIENT agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

Media Box, Inc.
"Mediabox"

Client Company

Bradley Stonesifer
Name of Authorized Mediabox Representative

Name of Authorized Client Representative

President
Title of Authorized Mediabox Representative

Title of Authorized Client Representative

Signature of Authorized Mediabox Representative

Signature of Authorized Client Representative

Jan 1st, 2022
Date

Date

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CREDIT CARD AUTHORIZATION FORM

Please submit with a copy of your DRIVER'S LICENSE and CREDIT CARD.

There is a 3.5% Fee when using CC.

Company Name: _____

Cardholder Name: _____

Credit Card Type: Amex Visa Mastercard

Credit Card Number: _____ Expiration Date: _____

CVV2 Number: _____ *Visa/MC - Last three digits on the back of the card. Amex - four numbers on the front of the card.*

Billing Address: _____

City, State and Zip: _____

Contact Phone: _____ Contact Email: _____

I hereby authorize Media Box, Inc. to debit or charge this account for amounts clearly indicated in email communications. This includes but is not limited to rental of equipment, related services, loss or damage to our equipment, security deposits, insurance deductibles or any other charges. This is permission only for transactions clearly defined in email communications and does not provide authorization for any additional unrelated debits or charges or credits to this account.

I authorize from Media Box, Inc. to charge the credit card indicated in this authorization form according to the terms outlined above. I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify the business in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date.

Cardholder Name as it appears on Card

Cardholder Signature

Date

Client Initials _____