



ARRI CSC, Inc.

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Tel: 212.757.0906 Tel: 954.322.4545
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www.arricsc.com

Account Information

Date Account Opened: Account #:

Type or Print Legibly

Customer Name:

Street Address:

City & State: ZIP Code:

Telephone: FAX:

Operations Contact: Accounting Contact:

FED I.D.#: Tax Exempt: Yes() No()

(Attach certificate)

Check one Individual () Corporation () LLC () Partnership ()

(Required) Names of Principal Officers, General Partners and/or Owners

Name Title SSN Residence Phone

Name Title SSN Residence Phone

Name Title SSN Residence Phone

DO NOT WRITE IN THIS AREA

Credit Terms

Regular TERMS OF PAYMENT required by ARRI CSC, Inc. are as follows, unless otherwise **agreed in writing**.

FISHER Equipment.: 20 days

Labor: All charges for shipping, teamster and employment salaries, as well as overtime, are due in 10 days.

There are no exceptions to these terms.

Other: Invoices for rental and repair are due in 30 days.

I, ("Customer"), authorize ARRI CSC to obtain such information as ARRI CSC requires concerning the statements made in this application and agree that the application shall remain the property of ARRI CSC, whether or not credit is granted. Customer agrees to notify ARRI CSC of any material changes in this statement as set forth, and acknowledges that this statement shall be construed by ARRI CSC to be a continuing statement of the conditions of the undersigned, until written notice to the contrary is received and acknowledged by ARRI CSC. If Customer or any Guarantor of Customer at any time becomes insolvent or, files, or has filed against it, a petition in bankruptcy, or if any representations made by Customer prove to be untrue, or if Customer defaults in the payment of any sum due ARRI CSC, whether in the form of a promissory note, debit or open account, or any other financial obligation, or if Customer breaches any of the terms and conditions which are a part of this Agreement, then and in either such case, all of Customer's obligations to be held by ARRI CSC shall become immediately due and payable without demand or notice. In the event of suit to enforce payment of any sum due from Customer to ARRI CSC, Customer shall pay all counsel fees, costs and disbursements that ARRI CSC may incur on account thereof, plus interest on the outstanding principal sum at the rate of 18% per annum. In consideration of the granting or renewing of any credit to Customer, Customer waives the pleading of the statute of limitations as a defense to any obligation of Customer to ARRI CSC. Customer agrees that this credit agreement is deemed to have been delivered to ARRI CSC in the State of New Jersey, and County of Hudson and Customer and ARRI CSC each hereby irrevocably consent and agree that any dispute arising under or in connection with this agreement shall be submitted to, and solely determined by, final and binding arbitration conducted by the American Arbitration Association in the State of New Jersey and County of Hudson. This agreement, and all disputes arising in connection therewith shall in all respects be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to principals of conflicts of law or choice of law. The award by the arbitrator may be entered in any court having jurisdiction thereof. Customer and ARRI CSC each agree that the arbitrator shall award reasonable attorney's fees to the prevailing party.

Customer has carefully read the credit terms and the information furnished by Customer is complete, true and correct.

.....
Name of Individual	Firm or Corporation	Signature
.....
Name of Individual	Firm or Corporation	Signature

Insurance Information

Broker: Phone:

Insurance Company: Policy:

Insurance Requirements

Please note the various requirements pertaining to insurance.

- ARRI CSC does not accept insurance coverage that contains an Unattended Vehicle Exclusion. Check with your broker regarding this coverage.

In addition it is necessary for ARRI CSC to have a certificate of insurance which clearly states the following:

- That the policy is written by a United States carrier in U.S. dollars.
- That the customer's policy provides coverage for rented equipment, accessories and vehicles for both property and liability.
- ARRI CSC, Inc. must be listed as loss payee and additional insured.
- That the limit of liability is clearly stated.
- That the deductible, if any is indicated.
- That the coverage is all risk.
- That the coverage is written on a world-wide basis, including transit.
- That the coverage is written on a "Replacement Cost Basis" without deduction for depreciation.
- That the captioned policy will be endorsed to provide 30 days written notice to ARRI CSC in the event of cancellation, reduction or increase in coverage.
- That the policy includes an endorsement stating that with respect to equipment rented from ARRI CSC as their interest may appear.

Also, note that the certificate must be signed by either a representative of the insurance company or an agent of the company.

It is the customer's responsibility to furnish ARRI CSC with a certificate of insurance. This should be done prior to the first rental and again, on each renewal term of the policy.

Bank References

Name:

Address:

Contact: Phone:.....

Account Number: Type of Account:.....

Trade References

.....
Name Address Phone

.....
Name Address Phone

.....
Name Address Phone

Personal Guaranty

In order to induce ARRI CSC, Inc. (a/k/a ARRI CSC), to extend credit pursuant to the foregoing Credit agreement and in consideration thereof and for other good and valuable consideration, receipt whereof is hereby acknowledged, the undersigned ("Guarantor"), jointly and severally, irrevocably and unconditionally guaranty the due payment of all monies paid and the performance of all those things to be done pursuant to each and every agreement, condition and covenant contained in said credit agreement or in any supplement or amendment thereto or on any statement given in pursuance thereof, as well as due payment of all obligations which Customer at any time may owe ARRI CSC.

This guaranty shall not be impaired by any modification or other agreement to which Customer and ARRI CSC may hereafter agree, or by any modification, release, or other alteration of any of the obligations hereby guaranteed, or of any security thereof, to all of which the Guarantor hereby consents. The liability of Guarantor is direct and unconditional and may be enforced without requiring ARRI CSC to resort to any other right, remedy or security. Guarantor acknowledges and agrees that this Guaranty and the foregoing credit agreement is deemed to have been delivered to ARRI CSC in the State of New Jersey, County of Hudson, and guarantor and ARRI CSC hereby irrevocably consent and agree that any dispute arising under or in connection with this agreement shall be submitted to, and solely determined by, final and binding arbitration conducted by the American Arbitration Association in the State of New Jersey and County of Hudson. This Agreement, and all disputes arising in connection therewith shall in all respects be governed by, and construed in accordance with, the laws of the State of New Jersey, without giving effect to principles of conflicts of law or choice of law. The award by the arbitrator may be entered in any court having jurisdiction thereof.

The Guarantor agrees that if Guarantor or the Customer should at any time become insolvent, or make a general assignment for the benefit of creditors, or if a proceeding shall be commenced by, against or in respect of the Customer under any insolvency law, any and all of undersigned's obligations under this Guaranty shall, at ARRI CSC's option, forthwith become due and payable without notice.

This Guaranty is a continuing guaranty and it shall continue in full force and effect until Guarantor delivers written notice of termination to ARRI CSC. Notice of termination shall be effective only if delivered to ARRI CSC by hand or by registered mail with receipt acknowledged in writing by ARRI CSC. In all circumstances, termination shall be applicable only to transactions having their inception after notice of termination is properly furnished to ARRI CSC, and any and all rights and obligations arising out of transactions having their inception prior to such notice of termination shall not be affected.

The guarantor waives (to the extent permitted by law) any and all right to a trial by jury in any action or proceeding based hereon. Guarantor further waives (to the extent permitted by law) the pleading of the statute of limitations as a defense to any obligations of either customer or Guarantor to ARRI CSC. This Guaranty cannot be changed or terminated.

Guarantor agrees to promptly notify ARRI CSC in writing of any material change in the operations of the Customer's business or the ownership of the Customer.

Guarantor further agrees to pay all attorney's fees, costs, and expenses that ARRI CSC may incur in connection with enforcing its rights under this guaranty and accompanying credit agreement.

.....
Name of Guarantor (*type or print*) Signature of Guarantor

.....
Address

.....
Name of Guarantor (*type or print*) Signature of Guarantor

.....
Address

Terms and Conditions

1. Lessee (The Customer) has selected the "Equipment" without any suggestion or recommendations of ARRI CSC and Lessee understands and agrees that said "Equipment" is rented to Lessee without any warranty or guaranty of any kind, expressed or implied, and that ARRI CSC assumes no responsibility for the "Equipment" as being fit for any particular purpose whatsoever. Lessee assumes the entire responsibility for "Equipment" non-performance and agrees that the "Equipment" selected by them is fit for their intended use and purpose.
2. Lessee acknowledges that it has inspected and tested all "Equipment" at the time of rental and that all "Equipment" is in good and working order and acceptable to Lessee. Lessee represents and warrants that they will process and/or view their footage daily.
3. ARRI CSC shall not be responsible to Lessee for any claims by Lessee for alleged loss of profits, damages, delays, expenses or any claim whatsoever to have arisen out of Lessee's use of "Equipment". In the event "Equipment" is not functioning and/or damaged Lessee shall notify ARRI CSC immediately in writing of any malfunction and/or alleged damage of any "Equipment". ARRI CSC shall have the option of substituting other like "Equipment" in exchange for the returned "Equipment" or cancelling this agreement and recalling all "Equipment". The rental charges for all "Equipment" so returned to ARRI CSC shall be abated from the time of acceptance and return. Likewise, rental charges shall accrue and be owed for any replacement "Equipment".
4. Lessee shall only allow the "Equipment" to be used by duly qualified and/or licensed technicians and only in strict accordance with its intended use. Lessee shall keep the "Equipment" in their sole custody and shall not permit the "Equipment" to be used in violation of any laws.
5. Lessee assumes all risk of loss whether or not covered by Lessee's insurance coverage. Lessee is deemed to have taken constructive possession of the "Equipment" the moment "Equipment" is set aside from the ARRI CSC general inventory. Lessee's responsibility shall include, but not be limited to, risks while in transit, at all locations named and unnamed, at all studios, while on Lessee's premises, while in use, and while in storage on the rental facility's premises for the benefit of or at the request of the Lessee. Lessee is responsible for picking up and returning the "Equipment" to/from the rental facility during normal business hours. If the Lessee does not pick up and/or return the "Equipment" at the rental facility, Lessee is responsible for the cost of transportation and the risk of loss for "Equipment" in transit.
6. Lessee is responsible for all property (including but not limited to camera(s), props, sets, & wardrobe) stored and/or transported by ARRI CSC for Lessee's ultimate use. ARRI CSC shall be acting as the agent of Lessee in storing and/or transporting property which belongs to third party(ies). All risk of loss to third party property which is transported or stored by ARRI CSC for the benefit of Lessee shall be the responsibility of Lessee.
7. Lessee must insure all Equipment and/or Vehicle(s). Lessee shall at their expense, and at all times during the rental, maintain in full force and effect insurance covering all Equipment and/or Vehicle(s) rented, from all sources, for the full replacement cost without deduction for depreciation, except Vehicle(s) which are valued at actual cash value, and for loss of use (rents) of the Equipment and/or Vehicle(s). Lessee shall deliver to ARRI CSC evidence of Lessee's insurance coverage prior to Lessee taking either constructive or actual possession of the Equipment and/or Vehicle(s). Lessee will forward a Certificate of Insurance evidencing Lessee's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to ARRI CSC that complies with coverage requirements as enumerated within this rental agreement.
 - a. Property Insurance. Lessee's insurance should be on a worldwide; replacement cost basis without deduction for depreciation, shall name ARRI CSC as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; Vehicle physical damage coverage shall include the perils "Comprehensive" and "Collision"; and all policies shall provide for 30 days written notice to ARRI CSC before any policy shall be modified or cancelled. In determining whether the Equipment shall be repaired or replaced, ARRI CSC's judgment shall be conclusive upon Lessee. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.
 - b. Liability Insurance. Lessee shall name ARRI CSC as an additional insured on their liability insurance. Lessee's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000.
 - c. Lessee's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Lessee's insurance carrier agrees that the rights of ARRI CSC under Lessee's insurance policy shall not be affected by any act, neglect or breach of condition by the Lessee, other than non-payment of premium. Lessee shall remain primarily liable to ARRI CSC for full performance under the terms and conditions of this rental contract in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Lessee's insurance, as required by this contract, shall allow ARRI CSC to immediately and automatically terminate this contract, at their option.
8. Lessee specifically acknowledges ARRI CSC's superior title and ownership of the "Equipment" and must keep the "Equipment" free of all liens, levies and encumbrances. Lessee may not assign or pledge the "Equipment".
9. Lessee agrees to indemnify, defend and hold harmless ARRI CSC and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, condition (including, without limitation, latent and other defects) or operation of the "Equipment" and by whomsoever operated. This indemnification shall survive the term of the rental contract.
10. This agreement shall be governed by the laws of the State of New Jersey. The rental contract shall be deemed to have been made in the County of Hudson, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of New Jersey.
11. The signed rental contract and The Terms and Conditions constitute the entire agreement between ARRI CSC and the Lessee. Any changes must be made in writing and signed by both parties.
12. ARRI CSC shall mean Arri Inc. and/or Camera Service Center, Inc. and/or any of its subsidiaries. Equipment shall mean "all Equipment" and/or Vehicle(s).