

Rental Contract Instructions

1. Please fill out ALL sections, even if the information may be redundant.
2. All rental requests are subject to approval.
3. **Renter Identification:** Email front/back picture of ID to turnercinematography@gmail.com. Valid forms of ID include: Driver License (CA Licenses Only), Passport, or Government issued ID.
4. **Renter Credit Card:** Email front/back picture of credit card to turnercinematography@gmail.com
5. **Certificate of Insurance:** Email COI to turnercinematography@gmail.com, listing our company as *“Additional Insured.”*
Company info: **Turner Cinematography LLC**
11650 Magnolia Blvd.
Los Angeles, CA 91601

Please note that the names and company listed on the contract should be the same names and company used for the credit card authorization and certificate of insurance

PLEASE CONTACT US WITH ANY QUESTIONS

turnercinematography@gmail.com 520-250-0284

WILL TURNER
CINEMATOGRAPHER

EQUIPMENT RENTAL CONTRACT

1. Indemnity. The Renter will indemnify and hold harmless the Owner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Renter's use of the equipment.

2. Use of Equipment. Renter acknowledges that use of the Equipment creates some risk of personal injury to Renter and third parties, as well as a risk of damage to property, and Renter expressly assumes that risk. Renter therefore agrees to use the Equipment safely and only in the manner for which it is intended to be used. Renter is responsible for the actions of all persons using equipment during the rental period. Renter expressly assumes the responsibility for any personal injury or property damage resulting from Renter use of the Equipment.

3. Loss or Damage to Equipment. Renter is responsible for any and all loss, damage or destruction of Equipment during the rental period. In the event of loss or damage covered by insurance, Renter shall promptly pay the amount of the insurance deductible to their insurance provider. If the cost of loss or damage is less than the insurance deductible, this amount will be paid by Renter directly to William Turner within 48 hours of the incident date.

4. Equipment Functionality. William Turner guarantees the proper functionality of all rented equipment during the rental period and will test functionality prior to rental. In the event of equipment malfunction from normal use William Turner will provide a replacement or refund. Equipment malfunction due to improper use, damage, negligence, drops, spills, or any accidents by RENTER, and the subsequent cost of equipment replacement, will be at the financial responsibility of the RENTER and their insurance company.

5. Insurance, Security Deposit & Financial Responsibility. Renter agrees to carry production insurance with rental equipment coverage equal to the total value of ALL equipment used during production, including the dates of pickup and return. Renter is financially responsible for any potential gap in insurance coverage or if that insurance coverage becomes invalid for any reason. William Turner will be listed as the Additional Insured in this insurance policy with a standard issuance of certificate. If Renter is unable to issue a proof of insurance, Renter agrees to still be financially responsible for equipment. Renter agrees to settle any claims to owner to Owner in a timely manner or within a maximum of 30 days.

6. Credit Card Authorization. Renter agrees to allow Owner to keep Renter's Credit Card on file for rental payments, debts, or charges accrued from loss, damages or thefts not covered by Renter's insurance.

7. Entire Agreement. This is the entire agreement between parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

8. Governing Law. This agreement will be governed by and constructed in accordance with the laws of the state of California.

9. Counterpart. This agreement must be signed by the parties in different counterparts and the signature pages combined will create a document binding on all parties

10. Modification. This agreement may be modified only by a written agreement signed by all the parties.

11. Waiver. If one party waives any term or provision of this agreement at any time, that waiver will only be effective for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time.

12. Severability. If any court determines that any provision of this agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this agreement invalid or unenforceable and shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

13. Rental Terms. A list of the items rented, pick up and return dates, costs, and replacement values will be specified in the document entitled RENTAL INVOICE which Owner will send to Renter prior to rental transaction. When Renter proceeds with the rental transaction, this is an acknowledgment and agreement to these terms.

14. Time Frame. This contract will be upheld for a period of one year and may span multiple rental transactions between Renter and Owner.

15. Owner/Operator Clause. In the event that RENTER also hires William Turner as an equipment operator, RENTER will indemnify and hold harmless William Turner against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees and costs, arising out of or related to the Renter's use of the equipment.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE

RENTER

Signature

Print Name

Date

Renter's Name _____ Title/Position _____

Company Name _____

Company Address _____

City _____ State _____ Zip _____

Company Phone _____ Website _____

Email _____

Renter's Home Address _____

City _____

State _____ Zip _____

Renter's Phone Number _____

CREDIT CARD AUTHORIZATION FORM

ALL INFORMATION WILL REMAIN CONFIDENTIAL

Cardholder Name: _____

Billing Address: _____

Credit Card Type: Visa Mastercard Discover AMEX

Credit Card Number: _____

Expiration Date: _____ / _____

CIN: _____ (Last 3 digits located on the back)

I hereby authorize William Turner to keep this credit card on file for payments, debts, or any charges accrued from loss, damage or theft to equipment not covered by insurance.

Cardholder - Print Name, Sign and Date Below:

Signature: _____

Date: _____

Name: _____