

ACCOUNT SETUP DOCUMENTS FOR WORKS CAMERAS LLC DBA LENSWORKS RENTALS

PLEASE FILL OUT THE FOLLOWING DOCUMENTS IN THIS PDF

1. RENTAL AGREEMENT
2. CREDIT CARD AUTHORIZATION FORM
3. NEW ACCOUNT FORM
4. SCREEN CREDIT AGREEMENT
5. COPIES OF DRIVERS LICENSE AND CREDIT CARD

AND EMAIL THEM BACK TO US at: rentals@lensworksrentals.com

PAYMENT FOR THE RENTAL IS DUE BEFORE PICKUP UNLESS PREVIOUSLY ARRANGED

INSURANCE REQUIREMENTS

We require at least \$50,000 of rented equipment coverage to rent lenses.

If you are renting a larger order (Cameras, Lenses, AKS), the rented equipment coverage must be \$150,000 minimum.

We require the Unlocked Vehicle Clause to be removed from all COIs.

NAME FOR INSURANCE:

WORKS CAMERAS LLC
3975 Landmark St. suite 700
Culver City, CA 90232

CREDIT CARDS:

WE NEED TO MAKE AUTHORIZATION FOR THE AMOUNT OF THE DEDUCTIBLE ON YOUR RENTED EQUIPMENT INSURANCE POLICY.

IF YOU WISH TO PAY VIA CREDIT CARD, A 3% FEE WILL BE ADDED TO COVER OUR PROCESSING COSTS

LENSWORKS RENTALS/WORKS CAMERAS LLC LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

Please Read Carefully. You Are Liable For Our Equipment From The Time They Leave Our Premises Until the Time They Are Returned To Us.

1. Indemnity.

Lessee/Renter ("You") agree to defend, indemnify, and hold LensWorks Rentals and Works Cameras LLC, our agents, employees, assignees, suppliers, sub-lessors and sub-renters ("Us" or "We") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorneys' fees ("Claims"),

in any way arising from, or in connection with the Equipment rented/leased ("Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, except as the result of our sole negligence or willful act, from the time the

Equipment leaves our place of business when you rent/lease it until the Equipment is returned to us during our normal business hours and we sign a written receipt for it.

2. Rental Period.

The first rental day of the contract begins on the date listed on your rental invoice as "Pick Up". The last rental day is the day prior to the date on which the equipment is returned, if the equipment is returned before 10:00 AM. Equipment returned after 10:00 AM is subject to an additional

day's rental charge. The amount of the daily rental charges are set forth on your attached rental invoice. Weekly rates are extended to reflect a one-week charge, and are used for budgetary purposes only. The actual number of weeks charged will be for the number of weeks the equipment is in the Lessee's

possession. This period terminates not on the "Return" date indicated on your rental invoice, but rather on the date of the equipment's physical return to us, indicated by "Date In & Time In" on rental invoice.

3. Loss of or Damage to Equipment.

You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage and while on your premises, except that you are not responsible for damage to or loss of the Equipment caused by our sole negligence or willful misconduct. You are also responsible for loss of use and you shall fully compensate us for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable.

4. Shipments.

If the equipment is shipped no Lessee signature will be on the rental invoice. The lessee enters into this contractual agreement by virtue of the Lessee's verbal and/ or written request for said shipment. The Lessee assumes possession of the equipment and all risk and expense for any shipment once the equipment has been consigned to a carrier, or carrier's agent. If not specified by the Lessee, the Lessor will determine which carrier to use. The Lessor is not liable in any way for the loss, damage, delay, or cost arising from the shipment.

5. Return of the Equipment.

The acceptance of the return of leased equipment is not a waiver of claims the Lessor may have against the Lessee, nor is it a waiver of claims for latent or patent damage to the leased equipment.

6. Protection of Others.

You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by your employees or agents qualified to use the Equipment.

7. Equipment in Working Order.

We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent you have disclosed to us all of the intended uses of the Equipment, it is fit for its intended purpose.

Other than what is set forth herein, you acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise agreed upon by the parties at the inception of this Agreement.

8. Property Insurance.

You shall, at your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance (iv) loss of use of the Equipment, from the time the Equipment is picked up by you or a shipper at our place of business or placed upon a common carrier

for forwarding to you, as applicable, until the Equipment is returned to and accepted by us. The Property Insurance shall be on a worldwide basis shall name us as an additional insured and as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary coverage over our insurance

9. Workers Compensation Insurance.

You shall, at your own expense, maintain worker's compensation/employer's liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000.

10. Liability Insurance.

You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name us as an additional insured and provide

that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence.

11. Insurance Generally.

All insurance maintained by you pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on you as against us. You shall hold us harmless from and shall bear the expense of any applicable deductible amounts

and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, you shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to us or the insurance carrier, as applicable.

Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by you under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect your liability for any loss. Should you fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide us upon request with satisfactory evidence of the insurance, we may, but shall not be obliged to, procure the insurance and you shall reimburse us on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by you of a sublease of the Equipment rented/ leased shall not affect your obligation to procure insurance on our behalf, or otherwise affect your obligations under this Agreement.

12. Cancellation of Insurance.

You and your insurance company shall provide us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by you pursuant to the foregoing provisions.

13. Certificates of Insurance.

Before obtaining possession of the Equipment you shall provide to us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

14. Compliance With Law and Regulations.

You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of

example, you shall at all times (i) display all necessary and proper placards; obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including our reasonable costs and attorneys fees.

15. Valuation of Loss/Our Liability is Limited.

Unless otherwise agreed in writing, you shall be responsible to us for the replacement cost value or repair cost of the Equipment (if the Equipment can be restored, by repair, to its pre-loss condition) whichever is less. If there is a reason to believe a theft has occurred, you shall file a

police report. Loss of use shall be calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price or cost of repair of the lost, stolen or damaged Equipment. In the event of loss for which we are responsible, our

liability will be limited to the contract price and WE WILL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.

16. Subrogation.

You hereby agree that we shall be subrogated to any recovery rights you may have for damage to the Equipment.

17. Bailment.

This agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to

possession and use as provided for in this Agreement. We will at all times be the sole owner of the Equipment.

18. Condition of Equipment.

You assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at your own expense, maintain the Equipment in good mechanical condition and running order. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which you are liable. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specially agreed or as maybe within the course and scope of employment by you. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by us.

19. Identity.

We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement the following inscription: Property of Works Cameras LLC. You will not remove, obscure, or deface the inscription or permit any other person to do so.

20. Expenses.

You will be responsible for all expenses, including but not limited to fuel, lubricants, and all other charges in connection with the operation of the Equipment.

21. Accident Reports.

If any of the Equipment is damaged, lost stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, you will promptly notify us of the occurrence, and will file all necessary accident reports, including

those required by law and those required applicable insurers. You, your employees, and agents will cooperate fully with us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to us any documents served or delivered to you, your employees, or your agents in connection with any claim or proceeding at law or in equity begun or threatened against you, us, or both of us.

22. Default

If you fail to pay any portion or installment of the total fees payable hereunder you otherwise materially breach this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, we shall have the right, at our option, to terminate this Agreement and cease

performance hereunder. You further agree that the continuation of our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to our later assertion of its right to cease such performance at any time so long as such Default has not been cured.

23. Return.

Upon the expiration date of this Agreement with respect to any or all Equipment, you will return the property to us, together with all accessories, free from all damage and in the same condition and appearance as when received by you.

24. Additional Equipment.

Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the property, the monthly rental, security deposit, and stipulated loss value of the additional

Equipment. All amendments must be in writing and signed by both parties. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

25. Entire Agreement.

This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this

Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

26. Applicable Law.

This Agreement will be deemed to be executed and delivered in Los Angeles, CA and governed by the laws of the State of California.

27. Arbitration.

Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by arbitration, in Los Angeles, CA

under the auspices of the Alternative Dispute Resolution (“ADR”). The arbitration will be conducted by a single arbitrator under ADR Arbitration Rules. The decision and award of the arbitrator will be final and binding and any award may be entered in any court having jurisdiction.

The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys fees and costs in addition to any other relief granted.

28. Severability.

If any provision of this Agreement or the application of any of its provisions to any party or circumstance is

held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to

the other parties or circumstances, will remain valid and in full force and effect.

29. Facsimile/Scanned Signature.

This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

WE AGREE TO THE ABOVE TERMS AND CONDITIONS. ACKNOWLEDGED
AND AGREED BY AUTHORIZED REPRESENTATIVE:

<u>Stephen Gelb</u>	<u>03-09-2021</u>	<u></u>	<u></u>
Lessor Print Name	Date	Lessee Print Name	Date
<u>X</u>	<u></u>	<u>X</u>	<u></u>
Lessor Sign	Date	Lessee Sign	Date

LENSWORKS RENTALS / WORKS CAMERAS LLC

New Rental Account --- Information

Job/Production/Project

Name: _____ Anticipated Rental Date: _____

Accounting Contact:

Phone: _____ Email: _____

AC Contact:

Phone: _____ Email: _____

Producer/Production Contact:

Phone: _____ Email: _____

COMPANY/INDIVIDUAL NAME:

Billing Address:

City, State, Zip: _____

Phone: _____ Email: _____

Fax: _____ Website: _____

Are you a: Corporation LLC Partnership Individual (CHECK ONE)

Will you be using Purchase Orders?:

Authorized Person to Place Orders?:

Authorized Person(s) to Pick up?:

For Corporations or LLCs

President: _____ Treasurer: _____

Incorporated in which State: _____ Year: _____

FEDERAL TAX ID: _____ Website: _____

For Partnerships or Individuals

Employers Name: _____ Your Name: _____

Your Position: _____ Address: _____

Phone: _____

LENSWORKS RENTALS / WORKS CAMERAS LLC FOR PAYMENTS OR
INSURANCE DEPOSITS 3% IS ADDED TO COVER FEES VIA CREDIT CARD
PAYMENT

Credit Card Authorization Form

Company Name: _____

Project Name: _____

Date: _____

In Lieu of my Credit Card Imprint, I, _____,

Authorize Works Cameras LLC to charge my: VISA AMEX MC DISCOVER (circle one)

CC ##: _____ Expiry: _____

Security Card: _____

Billing Address/information for Card:

Name _____

Social Security #: _____

Drivers License #: _____

Street Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email Address: _____

in the Amount: \$ _____

for payment of: _____ and ANY additional charges resulting from this
transaction (missing or damaged equipment, shipping charges, rental extensions or equipment additions).

By Signize below, I acknowledge charges described herein. Payment in full when billed.

X Signature _____ Date _____

PLEASE SEND A COPY OF THE CARDHOLDERS DRIVERS LICENSE
FRONT AND BACK and CREDIT CARD FRONT AND BACK

Credit Agreement for Lensworks Rentals / Works Cameras LLC

1. Please sign and return this agreement if your finished work will contain screen credits. If there are no screen credits, we require a social media tag for our Instagram @lensworksrentals.
2. Graphic logos are available upon request.

If any equipment rented from Lensworks Rentals is used in filming or photography whether in whole or in part, of any theatrical television or home video motion picture or program, Customer agrees that Lensworks Rentals shall receive onscreen credits in the end credits in substantially the following form:

“Camera and Lenses provided by Lensworks Rentals”

Lensworks shall not have any right to injunctive or equitable relief if Customer breaches this provision; however, upon receipt of written notice from Lensworks Rentals, Customer shall endeavor in good faith to prospectively cure any omission or failure to provide the above specified credit.

Signature

Date

Customer(Production Company)

Job Name

We do not require but we appreciate social media credits in the tagging or comments of any social media posts. Lensworks Rentals’ Instagram account handle is:

@lensworksrentals

Please contact us if you have any questions:

Lensworks Rentals

3975 Landmark St.

Suite 700

310-231-7677

rentals@lensworksrentals.com