

**CAMERA KITCHEN
RENTAL FORMS PACKAGE**

Dear Camera Kitchen Client,

Thank you for your interest in becoming a new rental client. We've designed the following forms package to conveniently provide you with all of the documentation required to establish a rental relationship with Camera Kitchen. If you have any questions regarding filling out the forms in this package, feel free to contact us.

Our Forms Package Includes:

1. New Client Information Form
2. Insurance and Deposit Requirements
3. Credit Card Authorization Form & Image Request
4. Rental and L&D Chargeback Policy
5. Rental Agreement Terms and Conditions
6. Optional Shipment & Delivery Prep Waiver

Please note that it generally takes at least one (1) business day to set up your new account. For that reason, we ask that you submit all the necessary paperwork to us in advance of your rental to save you the most time when you pick up your order. If you are a new customer and wish to pay for your order via business check, please plan to have the check arrive at Camera Kitchen and be deposited at least three (3) business days prior to when you plan to pick up your rental order. Otherwise, we accept all major credit & debit cards, ACH / wire transfers, or cash on pick up. To get started, please complete and sign all applicable contracts and forms, then send them along with a front and back copy of your credit card and driver's license and a valid Certificate of Insurance using our secure encrypted online file submission tool.

We look forward to working with you.

Sincerely,

Rolando Garcia, Founder & CEO

Camera Kitchen

Phone: (661) 557-5085

Email: info@camerakitchenrentals.com

Website: www.camerakitchenrentals.com

**Camera Kitchen
NEW CLIENT INFORMATION FORM**

BUSINESS INFORMATION (fill out if signer is renting on behalf of a business)

Company Name _____ Years in Business _____

Business Type _____ Parent Company _____

Business Address _____ City _____ State _____ Zip _____

Tax ID or EIN _____ Type of Entity _____

Office Phone _____ Ext _____ Fax _____

SIGNER INFORMATION (required)

Main Contact _____ DL Number _____ DL Issuing State _____

Address _____ City _____ State _____ Zip _____

Cell Phone _____ Home/Office Phone _____ Email _____

PROJECT INFORMATION (required)

Job Name _____ Producer _____

PO Number _____ Approved by _____
(optional)

Production Mgr. / Coordinator _____
(optional)

Referred to Camera Kitchen by _____
(optional)

Authorized Person(s) to order equipment _____

Client agrees to be bound by the general terms and conditions of Camera Kitchen and hereby authorizes Camera Kitchen to contact anyone listed herein for verification of facts. All rental charges and Camera Kitchen invoices are COD unless otherwise agreed to in advance with a rental agent. If for any reason a rental payment or other Camera Kitchen invoice payment is declined, reversed, or funds are not available, Client agrees to pay 2% interest charges per month on all outstanding amounts. A returned check fee of \$29.00 will be due and applied to all returned previously approved check payments.

Signature

Title

Date

Camera Kitchen

INSURANCE AND DEPOSIT REQUIREMENTS

Rental clients are responsible for insuring rental equipment and are liable for any loss or damage to the equipment other than normal wear and tear. Rental clients are also liable for any Loss of Use / Continuing Rental Fees / Lease or Rental Payment Fees resulting from any extended rental period following any loss or damage incident or insurance claim and the resulting repair or replacement process resulting in lost rental income associated with that claim.

To better process your rental order, please mail, fax, or email your certificate of insurance as soon as possible, **preferably at least two (2) days before your actual rental date**. Your original certificate of insurance whether mailed, faxed, or emailed must be received no later than 12PM PST the day of the rental for proper verification. **It is necessary that your certificate of insurance listing the "Insured" company or individual correspond with the same company or individual on the Camera Kitchen Agreement**

Rental Clients must provide:

- A Certificate of Insurance naming **Camera Kitchen** as the **Certificate Holder**, with a **\$1,000,000 General Liability** policy and as **Additional Insured and Loss Payee for Miscellaneous Rented Equipment**
- The policy expiration date must not be earlier than **seven (7) business days after** your complete rental package return date.

Rental Clients are strongly advised to provide:

- An additional rider or optional coverage form electing to bind coverage for **Loss of Use / Continuing Rental Fees / Lease or Rental Payment Fees** on your Certificate of Insurance naming **Camera Kitchen** as Certificate Holder, **Additional insured** and **Loss Payee**.

Deposit / Deductible Hold Requirements:

- If you have an **insurance deductible**, to conduct a rental with Camera Kitchen, we will likely require a credit card, cash, or cashier's check deposit. The deposit amount will be based on the **insurance deductible listed on your Certificate of Insurance under the miscellaneous and/or rented equipment section**. If this deposit is charged to a credit card, this charge will be a **Hold Authorization Only** on your credit card, not an actual capture charge.
- Camera Kitchen only accepts credit cards, debit cards, cashier's checks, or cash for rental deposits.

Your credit card deposit will be released once all rented equipment has been returned, checked in, cleared for any loss and damage, and you have no rental balance due. Please be aware that there will be a minimum of 48 hours upon return of equipment to Camera Kitchen before your Hold Authorization will be released while equipment is being checked in. The average time for a released Hold Authorization to become available credit or funds is 3-5 business days.

Any discrepancies found upon check in will be reported to you verbally by an equipment manager and by a Repair or Loss & Damage Report. We encourage every rental client to carefully inspect and prep the equipment prior to rental and return.

To help keep you on the move, we have a few suggestions when it comes to the security deposit/insurance deductible **Hold Authorization** on your credit card/debit card.

1. Prior to arriving and picking up your gear, call your credit card company or banking institution to notify them that Camera Kitchen will be running both a charge as well as a hold authorization. This will help prevent a delay while at Camera Kitchen as some credit companies and banking institutions will decline large amounts as a fraud prevention tactic.
2. Check to make sure you have enough funds in your account to cover both the order amount as well as the security deposit/insurance deductible.
3. The above is **HIGHLY SUGGESTED** for any client who will be using an international credit card as foreign banks are normally not open during our regular business hours. We suggest calling international credit cards/banking institutions **at least 48 hours prior to pickup** to notify them of the charges and holds that Camera Kitchen Rentals will be placed on your international credit card(s)

If you do not have standard production and equipment rental insurance, we will require a cash or credit card deposit for the full replacement value of all rented equipment, up to \$10,000.00. For all orders with equipment valued over \$10,000.00, valid insurance as outlined above is a mandatory requirement.

Camera Kitchen RECOMMENDED INSURANCE BROKERS

If you do not have insurance for your production needs, we recommend the following reputable fully licensed production, equipment, general liability and loss of use / continuing rental fees insurance brokers:

1. <https://www.athosinsurance.com>

Athos is our preferred online insurance broker where you can apply and bind production equipment insurance quickly and easily. You can also call them or use their live chat function to get the coverage you need to rent from us. It takes around fifteen minutes to fill out all the information needed online. Once the online system accepts all of your information as complete, a certificate of insurance will be emailed to you which will be accepted by Camera Kitchen Rentals.

2. <https://www.nfp.com/commercial-insurance/specialty-programs/sports-entertainment>

NFP P&C (formerly Insurance West) is best for long productions or for production companies that need a yearly policy or need multiple types of production insurance including film, TV and commercials, equipment insurance, general liability insurance, DICE production insurance, worker's comp, etc.

Camera Kitchen

CREDIT CARD / DEBIT CARD AUTHORIZATION FORM

This document authorizes Camera Kitchen to use the following credit card information. All information will remain confidential. We will keep this securely encrypted credit card information on file with your other account information unless you notify us that you do not want this credit card number to be kept on file with your account for future rentals

Cardholder's Name (as it appears on the card): _____

Company Name (if applicable as it appears on the card): _____

Credit Card Type: _____ Visa _____ MasterCard _____ Discover _____ AMEX

Credit Card Number: _____

Expiration Date: ___ / ___ CVV/CVC (3-digit code on back of VS/MC/DSVR or 4-digit code on front of AMEX) _____:

Credit Card Billing Address: _____

City: _____ State: _____ Zip: _____ Phone Number _____

Initial Amount of Invoice or Quote to Charge \$ _____ (USD)

Security Deposit (the replacement value of the equipment or your insurance deductible) \$ _____

Please check one of the below options for keeping this card on file:

BLANKET USE – KEEP CARD ON FILE

ONE-TIME USE ONLY – DO NOT KEEP CARD ON FILE

I hereby authorize Camera Kitchen to use this card for my initial rental payment, any additional equipment added to my rental order, any late fees or additional rental days, any loss and damage fees incurred from the rental order, and the security deposit, which is the deductible listed under Miscellaneous Equipment coverage on the submitted Insurance Certificate, if applicable. Unless or until I notify Camera Kitchen otherwise, I hereby authorize Camera Kitchen to keep this securely encrypted credit card information on file for future rentals. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement and abide by all terms of the attached Rental Agreement. I understand that the signature on this contract will serve as my authorized signature on my credit card receipt.

Authorized by: _____ Date: _____

(Signature Here) _____

Camera Kitchen

CREDIT CARD / DEBIT CARD AUTHORIZATION IMAGES

This document authorizes Camera Kitchen to use the following credit card information. All information will remain confidential. We will keep this securely encrypted credit card information on file with your other account information unless you notify us that you do not want this credit card number to be kept on file with your account for future rentals.

FRONT OF CREDIT CARD:

BACK OF CREDIT CARD:

FRONT OF PHOTO I.D.:

BACK OF PHOTO I.D.:

Camera Kitchen

RENTAL AND L&D CHARGEBACK POLICY

This document describes the company response Camera Kitchen utilizes when dealing with unresolved or disputed Rental and Loss and Damage claims resulting in Chargebacks.

In the event that you have a dispute with Camera Kitchen over a Rental or Loss and Damage charge billed to your credit card or captured from a deposit authorization as described on our Credit Card Authorization Form, you agree to contact Camera Kitchen and work with us directly to resolve any issue you or your company may have. We may be able to offer you a payment plan, discounted future rentals, or other incentives in the event we are unable to reach an amicable resolution with you or your company resulting from an unresolved rental or L&D issue.

In the event you refuse to work with us regarding a dispute and instead proceed directly with a Chargeback against us, we may interpret this action as a denial and refusal to pay a valid and agreed upon charge outlined in our Credit Card Authorization Form and our Rental Terms and Conditions and we may proceed with one or more of the following actions:

- We may contact all other major rental houses in our industry and you or your company may be added to a database of known Chargeback clients which may result in you or your company being unable to rent from other rental houses in the greater Los Angeles area, or without having to put down a large cash deposit every time you or your company rents.
- You may be sent to our collection attorney for litigation or other legal enforcement of our agreements which may result in large additional out of pocket costs and attorney's fees you may be responsible for including but not limited to lost rental days, the original rental fee, and any loss and damage charge.
- Your rental reputation, personal reputation, company's reputation, and subsequent credit reputation may be damaged as we may report the issue as a defaulted collection account to all the major credit and business credit agencies including TransUnion, Experian, Equifax, and Dun & Bradstreet.

I have read the above Chargeback Policy and understand that by initiating a Chargeback against Camera Kitchen instead of resolving any issue I may have with Camera Kitchen directly, the above policy may be enforced against me or my company. I further understand that Camera Kitchen is committed to doing everything possible to resolve any issues I or my company may have from a Rental or Loss and Damage charge directly with me or my company and has no interest, monetary incentive or legal incentive in enforcing the above policy unnecessarily against me or my company.

Acknowledged by: _____
(Signature Here)

Date: _____

(Print Name Here)

CAMERA KITCHEN LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

Equipment and Vehicles

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

1. **Indemnity.** Lessee/Renter (hereinafter designated as "You" or "Your") agree to defend, indemnify, and hold Camera Kitchen, its parent, subsidiary and affiliated companies and their owners, officers, and employees (hereinafter designated as "Us" or "We" or "Our") 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 reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the Vehicles and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document as "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 misconduct, from the You take care, custody or control of the Equipment until the Equipment is returned to Our care, custody or control.

2. **Loss of or Damage to Equipment/Loss of Use.** 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, while on Your premises, and while being used by You in any manner whatsoever, 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 actual and verifiable loss of use and You shall fully compensate Us for the loss of use of the Equipment if the such loss results from your negligence or misconduct, whether or not the Equipment is damaged or destroyed.

3. **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.

4. **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 specifically agreed upon in writing by the parties at the inception of this Agreement.

5. **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 but not limited to coverage for 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. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us 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 and non-contributory coverage over Our insurance.

6. **Workers Compensation Insurance.** You shall, at Your own expense, maintain worker's compensation insurance during the course of the Equipment rental as required by applicable law and employer's liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000.

7. **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 and non-contributory 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.

8. **Vehicle Insurance.** You shall, at Your own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading Equipment and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include "comprehensive" and "collision" coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution if caused by accident, caused by any vehicles. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage, actual cash value for physical damage to standard vehicles and replacement cost value for trailers and other customized vehicles and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Our insurance.

9. **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.

10. **Cancellation of Insurance.** You and Your insurance company shall provide Us with written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions. If Your insurance is cancelled or sustains a material change that reduces coverage below Our requirements indicated in sections 5, 6, 7, 8 and 9 of this Agreement, You must return Our Equipment prior to the cancellation or material change.

11. **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.

12. **Drivers.** Any and all drivers who drive the Vehicles You are renting/leasing from Us shall be duly licensed, trained and qualified to drive vehicles of this type. Although We may, from time to time, recommend certain qualified drivers with whom We are familiar, We do not supply drivers. You must supply and employ any driver who drives Our Vehicles and that driver shall be deemed to be Your employee for all purposes and shall be covered as an insured on all of Your applicable insurance policies.

13. **Operators.** Any and all Operators of the Equipment shall be duly experienced, trained and qualified to operate Equipment of this type. Although We may, from time to time, recommend certain qualified Operators with whom We are familiar, We do not supply Operators. You must supply and employ any Operator who operates the Equipment and that Operator shall be deemed to be Your employee and acting under Your supervision or control for all purposes and shall be covered as an insured on all of Your applicable insurance policies.

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; (ii) 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 reasonable attorney 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. In the event of loss for which You are responsible, You will, in no event, be liable to Us for any consequential, special or incidental damages, other than loss of use damages which may be owed by You to Us.

16. **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.

17. **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 by Us in writing. 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.

18. **Identity.** We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement a logo or identifying mark confirming Our ownership of the Equipment. You will not remove, obscure, or deface any identifying mark or permit any other person to do so.

19. **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.

20. **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 defence 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 You and Us.

21. **Default.** If You fail to pay any portion or instalment of the total fees payable hereunder or 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 Our right to cease such performance at any time so long as such Default has not been cured. You agree to pay any loss of use damages incurred by Us from whatever cause that results from your negligence, acts, omissions or misconduct.

22. **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.

23. **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 the 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.

24. **Credit.** Providing your project will contain credits or shall have the ability to post credits online, you hereby agree to grant Camera Kitchen Rentals an industry-standard equipment credit which shall read: "Camera Equipment Provided By Camera Kitchen".

25. **Cancellation Fee.** If you reserve a rental booking with us and cancel it within less than 24 hours of the pickup/start time of your rental, we may at our sole discretion, assess and charge you a one-day rental charge as a cancellation fee. If you do not inform us of your intent to cancel your rental and do not show up to pick up your scheduled rental after previously booking and confirming your rental, we may at our sole discretion, assess and charge you a one-day rental charge as a cancellation fee.

26. **Abandonment.** In the event Lessee leaves any items, including but not limited to any equipment or personal property on Lessor's premises after the rental term, such property shall be considered "Abandoned Property" and all rights, title and ownership to Abandoned Property may transfer and vest completely to Lessor in Lessor's sole discretion. Lessee agrees that Lessor may do whatever Lessor desires in its sole discretion to the Abandoned Property. Although Lessor is not obligated to, Lessor may make a reasonable attempt to contact Lessee via email, text, and voice communication during a thirty (30) day contact and return period to arrange for the return of any and all Abandoned Property, including any and all items left by Lessee at Lessor's yard or on Lessor's premises. Lessor may make but is not obligated to make these reasonable efforts to contact Lessee. Lessor makes no guarantees as to the safekeeping of the Abandoned Property. For the purposes of clarity, it is Lessee's sole responsibility to contact Lessor concerning any items Lessee may have left behind or abandoned on Lessor's property.

27. **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.

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

29. **Arbitration.** Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by binding arbitration, in Los Angeles, California, under the auspices of the Judicial Arbitration and Mediation Service ("JAMS"). The arbitration will be conducted by a single arbitrator under JAMS Streamlined 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 attorney's fees and costs in addition to any other relief granted.

30. **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.

31. **Rights in Recordings.** All rights of every kind in and to all photographs, film and recordings made by Lessee shall be and remain vested in Lessee, its licensees, successors and assigns, including, without limitation, the right to use and reuse all such photographs, film and recordings ("Recordings") in all manner and media now known or hereafter devised, in perpetuity, throughout the universe, and in connection with advertisements, promotions, publicity, clips, etc., related to the photographs, film and recordings made by Lessee.

32. **Waiver of Injunctive Relief.** Lessor's sole and exclusive remedy in connection with Lessee's breach, termination or cancellation of this agreement or any term hereof, shall be an action for damages. In no event shall Lessor be entitled to enjoin, restrain or otherwise impair in any manner Lessee's production, distribution, exhibition, exploitation, advertising, publicity or promotion of the Recordings.

33. **Facsimile/Scanned/Digital Signature.** This Agreement may be executed or digitally signed in counterparts and by facsimile signature or scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

ACKNOWLEDGED AND AGREED BY AUTHORIZED REPRESENTATIVE:

LESSEE) PLEASE PRINT YOUR NAME

LESSEE SIGNATURE

Date: _____

ON BEHALF OF (COMPANY NAME): _____

LESSOR) PLEASE PRINT YOUR NAME

LESSOR SIGNATURE

Dates _____

Camera Kitchen
OPTIONAL SHIPMENT & DELIVERY PREP WAIVER

Camera Kitchen is proud to offer our equipment delivery and pickup service for all sizes and types of production equipment. We can deliver or pick up any equipment you need directly to and from your shoot location. Whether you have a last-minute request and are already on set or may have forgotten an important item, our drivers are available during normal business hours and after hours to meet your specific needs. Please consider signing our optional shipment and delivery prep waiver to save you time if you plan to utilize our expert pickup and delivery service on a future rental. We will be happy to keep it on file along with your other account paperwork

Waiver of Lessee Rights to Prepare / Inspect Equipment

Camera Kitchen In House Rental Technician Prep: Lessee / Renter / Camera Kitchen Client hereby agrees to waive all rights to prep and inspect prior to receiving their rented equipment. A qualified Camera Kitchen agent, rental technician, employee, agent, or other personnel will instead, thoroughly prepare, test, and inspect all equipment to ensure everything is in acceptable working order. Any irregularities, defects, damages, etc. will be noted and relayed to Lessee / Renter / Camera Kitchen Client prior to packaging the equipment for shipment or local delivery. Lessee / Renter / Camera Kitchen Client has the option to contact and cancel order without penalty if any damages/defects are found and deemed unacceptable, and if Camera Kitchen is unable to provide a reasonable replacement. After the Camera Kitchen, prep technician signs off on all the equipment in the order and double-checks it for completeness, all equipment will be carefully packaged in appropriate containers / cases for shipment or delivery, and will be documented. If any damages, defects, or other problems are found with the equipment upon return that were not previously noted by the inspecting technician, Lessee / Renter / Camera Kitchen Client accepts all responsibility for said damages as per the Rental Agreement Terms and Conditions.

Once all equipment leaves our place of business Lessee / Renter / Camera Kitchen Client is fully responsible for the Equipment under the normal terms outlined in the Terms and Conditions.

BY SIGNING THIS DOCUMENT, I AGREE TO THE INSPECTION RIGHTS WAIVER

Print name: _____ Title: _____

Signature: _____ Date: _____

On Behalf of (company name): _____