

Rental Application

Must be filled out completely



OMEGA
BROADCAST GROUP
817 West Howard Lane
Austin, Texas 78753
512.251.7778

Date _____

Firm Name _____

Address _____ City _____ State _____ Zip _____

Contact Person and Title _____ Phone (____) _____ - _____

Accounting Contact _____ Fax (____) _____ - _____

Are Purchase Orders required? Yes No Email: _____

Authorized person(s) to place orders _____

Type of business: Individual Partnership Corporation If incorporated, which state? _____

Date Started _____ Federal Tax or SS # _____

Applicant's signature attests financial responsibility, ability and willingness to pay invoices in accordance to terms as outlined below.

TERMS: Any unpaid balance after thirty (30) days will be subject to a 1 1/2% service charge per month.

Collection costs such as attorney fees, storage, advertising, accounting and all costs incurred through outside collection services are to be paid by debtor.

Printed Name _____ Signature _____

Title: _____ Date _____

FINANCIAL RESPONSIBILITY ACKNOWLEDGEMENT TO OMEGA BROADCAST GROUP

I/We, the Customer, assume complete financial responsibility in addition to the safety, care and protection of equipment rented from Omega. I/We also agree to provide adequate Damage/Loss Protection coverage for rental equipment belonging to Omega, Inc. My/Our present choice of Damage/Loss protection coverage is (**check one**):

Provide written proof of adequate all-risk floater policy insurance coverage to Omega. A copy of our policy or a certificate of insurance indicating the effective and expiration date with our limitation of coverage will be forwarded to Omega, PRIOR TO OUR INITIAL RENTAL CONTRACT. Upon examination a copy of our new policy or certificate of insurance will be forwarded to Omega for their records.

Subscription to Omega DAMAGE/LOSS SECURITY FEE for each rental contract at a fee of 8% of the daily rental contract charges times the total number of days the contract is in effect, including shipping, no charge rental, and return days. This DAMAGE/LOSS SECURITY FEE applies only while rental equipment is in the possession of the LESSEE and only within the Continental United States. **As the LESSEE, I/we assume financial responsibility for the total replacement cost in the event of damages or losses per each contract.** I/We further understand that the DAMAGE/LOSS SECURITY FEE excludes the following situations for which we remain fully responsible:

- a. All damage and/or loss to equipment for the total replacement cost regardless of reason for damage or loss as described below.
- b. All damage and/or loss due to scratching of lenses.
- c. All damage and/or loss due to burned-in images on TV pick-up tubes.
- d. All damage and/or loss due to unauthorized internal adjustments to electronic or film equipment.
- e. All damage and/or loss due to unauthorized repairs to equipment.
- f. All damage and/or loss due to water or rain.
- g. All damage and/or loss due to willful or intentional misuse or willful or intentional loss.
- h. All damage and/or loss due to theft from any vehicle (such as truck or van) locked or unlocked and there are signs of forcible entry. Theft from a visually open vehicle (such as station wagon or sedan) is not covered under any circumstances.
- i. All damage and/or loss while equipment is in the hands of common carrier.
- j. All damage and/or loss due to unexplained loss or disappearance.
- k. All damage and/or loss due to warlike action or any governmental action such as confiscation or seizure.
- l. All damage and/or loss by theft which is unreported by LESSEE to the police. (Theft must be reported to local police within 48 hours.) A copy of the police report is required by LESSOR.
- m. All damage and/or loss due to fraudulent or dishonest acts.
- n. All damage and/or loss due to acts occurring outside the Continent United States of America.

Authorized Signature

Title

Date

RENTAL TERMS AND CONDITIONS FOR OMEGA BROADCAST GROUP

These Terms and Conditions form part of the rental contract (the "Rental Contract") between you (the "Customer", your agents and/ or representatives) and Omega (the "Rental Company"), and apply to all the equipment and/or vehicles (the "Equipment" rented by you. These terms and conditions constitute additional provisions of, and guides to interpretation of the Rental Contract. In the event of a

conflict between these stated terms and conditions and the Rental Contract, the terms of the Rental Contract shall prevail.

1. PRE-PRODUCTION - TESTING THE EQUIPMENT

TEST THE EQUIPMENT ("EQUIPMENT" INCLUDES ALL TYPES OF RENTAL PRODUCTION EQUIPMENT AND/OR VEHICLES). You will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order. You may test the Equipment at the rental facility, on location, or at another place. YOU ARE CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assume all risk of loss from the time that you physically take possession from the Rental Company's general rental inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your test you must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

2. TRANSPORTING EQUIPMENT - PICK UP & DELIVERY

YOU PICK UP AND RETURN THE EQUIPMENT at the rental facility, during business hours. IF YOU DO NOT PICK UP AND/OR RETURN THE EQUIPMENT AT THE RENTAL FACILITY YOU ARE RESPONSIBLE FOR THE TRANSPORTATION TO AN/OR FROM ANY LOCATION. At your request and expense, the Rental Company may arrange shipment of the Equipment to your designated location. You are responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. The Rental Company is not responsible for shipping delays once the Equipment is delivered to your carrier. The Rental Company will not accept collect shipments from you.

3. YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT

YOU ASSUME ALL RISKS OF LOSS. Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, or storage on the rental facility's premises. YOUR RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED. Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours; 2) an inventory has been completed and a missing and damaged list had been compiled, if needed. You are responsible for all the equipment (including but not limited to camera(s), props, sets & wardrobe) which is picked up or stored by the Rental Company for your ultimate use. The Rental Company shall be acting as your agent in storing any such property which belongs to third parties. All risks of physical loss to property which is transported or stored by the Rental Company for your benefit shall remain your responsibility.

4. RESTRICTIONS UPON THE USE OF THE EQUIPMENT

USE BY QUALIFIED TECHNICIANS ONLY. The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws. NO SUBLEASE BY YOU IS PERMITTED. You may not sublease all or any part of the Equipment without written consent of the Rental Company. DO NOT REMOVE SERIAL NUMBERS OR COVER COMPANY LOGOS. You may not remove or cover any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by the Rental Company.

5. NO WARRANTY OR GUARANTY

Except as provided by the law, Equipment is rented to you without warranty or guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing.

6. EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD

AS SOON AS YOU DISCOVER THAT THE EQUIPMENT IN THE FIELD IS DEFECTIVE, you shall notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company, freight prepaid, for evaluation. The Rental Company will make a reasonable effort to repair or replace the Equipment in the shortest amount of time. LOSS AND DAMAGES. Upon return of damaged equipment, the Rented Company will make a determination of the extent of the damage and the required repairs. You and/or your representative(s) and/or agents, will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, the Rental Company's judgment shall be conclusive upon you. Should the Rental Company determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. LOST, STOLEN OR DESTROYED EQUIPMENT. In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, NOTIFY THE RENTAL COMPANY, AND FILE A POLICE REPORT. In all instances immediately report any missing, lost, or stolen equipment to the Rental Company and file a report with the local authorities.

7. RENTAL CHARGES AND LATE CHARGES

YOU MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract or up until 10:00AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION, the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace nonrepairable equipment and return item(s) to the Rental Company's general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond the Rental Company's control. The acceptance of the return of the Equipment by the Rental Company is not waiver by the Rental Company of any claims that it may have against you. RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM(S) shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to the Rental Company. If requested you shall advance the money in order to allow the Rental Company to repair or replace the equipment. WEEKENDS AND HOLIDAYS. When on a daily schedule, you will be charged the daily rental rate for weekend days and Holidays if the Equipment is used. MINIMUM CHARGES. There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.

8. CREDIT INFORMATION AND PAYMENT TERMS

THE TERMS OF PAYMENT are based upon credit information you supply at the time of rental. Should there be any change in information, you agree that the Rental Company may demand immediate payment without prior notice. PAYMENT TERMS. Rental invoices and loss and damage invoices are payable upon receipt of invoice and not later than net 10 days. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge may be assessed, which you are expected to pay. If the company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent. RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE. Rental payments may not be applied to the purchase price of any equipment. CANCELLATION PENALTIES. The Rental Company shall be entitled to compensation, not to exceed the lease payments, for any losses the Rental Company may sustain because of your cancellation of all or part of an order.

9. INSURANCE REQUIREMENTS

YOU MUST INSURE ALL THE EQUIPMENT. You shall, at your expense, and at all times during the rental, maintain in full force and effect insurance covering all equipment rented, from all sources, for full replacement cost, except vehicles which are at actual cash value, and for the loss of use (rents) of the equipment. Coverage must begin from the time you or your agents or representatives accept delivery of the equipment and continue until the time the equipment is returned. You shall deliver to the Rental Company, upon request, evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to the Rental Company, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of equipment. Such insurance shall be written by reputable insurers acceptable to the Rental Company; your insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this graph, you shall remain primarily liable to the Rental Company for full performance under the terms & conditions of the Rental Contract. The Rental Company may enforce its remedies directly against you without resort to your insurance. PROPERTY INSURANCE. Your insurance should be on a worldwide basis; shall name the Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risks" of loss or damage for equipment; vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to the Rental Company before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.

Signature (The Customer) _____ Title _____

Print Name _____ Date _____

LIABILITY INSURANCE. You shall name the Rental Company as an additional insured on your liability insurance and your liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums:

- Commercial General Liability: \$1,000,000 per occurrence & annual aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Foreign Liability, if filming outside the U.S.A. or Canada: \$1,000,000 per occurrence limit
- Aircraft Liability, if filming from an aircraft: \$5,000,000.

THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY YOUR NON-PERFORMANCE. Your insurers shall agree that the rights of the Rental Company under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by you, other than non-payments of insurance premiums. Should you fail to procure or pay the cost of maintaining in force the insurance specified in the Rental Contract or to provide the Rental Company upon request with satisfactory evidence of insurance, the Rental Company may, but shall not be obligated to, procure the insurance and you shall reimburse the Rental Company on demand for its cost. Lapse or cancellation of the required insurance shall be an immediate and automatic default of this agreement.

DAMAGE/LOSS SECURITY WAIVER: In lieu of providing evidence of insurance, CUSTOMER may elect to purchase RENTAL COMPANY'S DAMAGE/LOSS SECURITY WAIVER. The coverage IS NOT AVAILABLE FOR LIABILITY (COMMERCIAL GENERAL, NOR NON-OWNED/HIRED AUTOMOBILE) and is exclusively for said rented miscellaneous Equipment on this Rental Contract. CUSTOMER'S subscription to the COMPANY'S DAMAGE/LOSS SECURITY WAIVER covers loss or damage to Miscellaneous Rented Equipment. CUSTOMER understands that this coverage does not cover Commercial General nor Automobile Liability and other Land Vehicles, Aircraft or Watercraft Liability. CUSTOMER understands that the DAMAGE/LOSS SECURITY WAIVER provides for "All Risk - Replacement Cost" indemnification against all claims by the RENTAL COMPANY against Customer for loss or damage to said equipment, as limited to and subject to the exclusions noted below (1 through 11). Customer agrees to pay a DAMAGE/LOSS SECURITY FEE of 20% of the rental contract charge including any in-transit period, no charge rental and return days. CUSTOMER understands that the DAMAGE/LOSS SECURITY WAIVER IS NON-TRANSFERABLE, and is valid only within the 48 Continental United States, and excludes coverage in Alaska and Hawaii. CUSTOMER understands that the DAMAGE/LOSS SECURITY WAIVER does provide that CUSTOMER assumes financial responsibility for the first \$2,500 on Equipment in the event of loss or damage to said Equipment rented from RENTAL COMPANY in addition to and not in lieu of the above Customer agreement to pay Damage/Loss Waiver. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT THE DAMAGE/LOSS SECURITY WAIVER EXCLUDES THE FOLLOWING CONDITIONS FOR WHICH LESSEE SHALL REMAIN FULLY FINANCIALLY RESPONSIBLE:

- 1) All damage and/or loss due to scratching of lenses.
- 2) All damage and/or loss to CCD pick-up devices or burned-in images on TV pick-up tubes.
- 3) All damage and/or loss due to unauthorized internal adjustments or repairs to equipment.
- 4) All damage and/or loss due to water or rain.
- 5) All damage and/or loss due to willful or neglectful misuse or willful or neglectful loss.
- 6) All damage and/or loss due to theft from any closed vehicle (such as truck or van) is not covered unless vehicle is locked and there are signs of forcible entry. Theft from a visually open vehicle (such as a station wagon or sedan) is not covered under any circumstances.
- 7) All damage and/or loss by theft which is unreported by CUSTOMER to the police. (Theft must be reported to the local police within 48 hours.)
- 8) All damage and/or loss due to unexplained loss, damage or disappearance.
- 9) All damage and/or loss due to warlike action or any governmental action, such as confiscation or seizure.
- 10) All damage and/or loss due to fraudulent or dishonest act.
- 11) All damage and/or loss occurring outside the United States.

10. TITLE AND OWNERSHIP

You specifically acknowledge the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

11. RIGHTS OF ENTRY AND INSPECTION

The Rental Company shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of the Rental Company access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, the Rental Company has the right to remove all of the Equipment without any liability to you, and without prejudice to the Rental Company's right to receive rent due or accrued to, including the date of removal of the Equipment.

12. INDEMNIFYING THE RENTAL HOUSE

You agree to indemnify the Rental Company and to hold the Rental Company and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

13. MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT

THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. The Rental Contract shall be deemed to have been made in Travis County and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of Texas. WHEN THE CUSTOMER IS A CORPORATION, the person executing the Rental Contract on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Contract and obligates the corporation. The corporation shall be liable for all rentals and all other sums that may be at any time due and owing to Rental Company under the terms of the Rental Contract. **DEFAULT AND BREACH OF TERMS.** Each Rental Contract includes provisions for remedies in the event of default by you in payment of rent, or your breach of any terms of the Rental Contract, etc. Please read these sections in the Rental Contract carefully to understand your rights. **ENTIRE AGREEMENT.** The signed Rental Contract and these Terms & Conditions constitute the entire agreement between you and the Rental Company. Any changes must be made in writing and agreed to by both parties. The parties agree that they will attempt in good faith to settle any and all disputes arising out of, under or in connection with this Agreement, including without limitation the validity, interpretation, performance and breach hereof, through a process of mediation in Travis County, TX under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle such a dispute, the parties agree to proceed to binding arbitration in Travis County, TX pursuant to the then existing rules of the American Arbitration Association. Judgment upon the award rendered may be entered in any court having jurisdiction thereof. In the event of arbitration, the non-prevailing party will be responsible to pay all costs of arbitration, the prevailing party's reasonable attorney's fees, costs and other disbursements, plus legal interest on the award.

14. FOREIGN USE (OUTSIDE THE U.S.) / ADDENDUM #1

You must notify the Rental Company of your intention to use the Equipment outside the U.S.A. and gain their permission to do so. **TERMS AND CONDITIONS APPLY.** All of the preceding terms and conditions apply to Equipment which is rented from a U.S.A. based Rental Company and is transported to a location outside the U.S.A. **SHIPMENT OUTSIDE THE U.S.A.** The Rental Company will only allow shipment through an established Customs Broker, contracted by you. Said U.S. Customs Broker is to register the equipment with United States Customs, using a United States Customs Form 4455, prior to the Equipment leaving the U.S.A. A certified copy of the registration form must be returned to the Rental Company OR said Customs Broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that you: "shall (1) return the said productions described in the Carnet to the USA, or (2) pay such customs duties, excise taxes, and/or charges which may be imposed by any country for its failure to return said products." A certified copy of the Carnet must be returned to the renter. **RENTAL COMPANY WILL PROVIDE AN ITEMIZATION OF ALL EQUIPMENT.** Listing: brand name; country of origin/manufacture; item; serial numbers; and replacement value. **ALL BROKERAGE CHARGES AND SHIPPING CHARGES, fees and taxes are to be borne by you and prepaid prior to shipment.** **RETURNING SHIPMENTS SHOULD BE CONSIGNED TO THE ORIGINATING CUSTOMS BROKER** for clearance and re-entry into the U.S. In no cases is the Equipment to be shipped directly back to the Rental Company. Returning shipments should contain instructions to the Customs broker regarding the disposition of the Equipment after clearing the U.S. Customs (i.e. deliver equipment to the Rental Facility, or to your U.S.A. address). **YOU ACKNOWLEDGE THAT RENTAL CHARGES ACCRUE** from time in transit, including the time Equipment may be in the hands of the designated Customs broker, or U.S. Customs Service. You acknowledge and agree that the payment of U.S. Import Duty Taxes which may be levied for foreign made goods, is your responsibility, even though you followed the above procedures.

CANCELLATION POLICIES / ADDENDUM #2

In the event of cancellation when on daily or weekly schedule, cancellation charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting equipment, facilities or vehicles on your behalf. By keeping the rental company informed of your shooting schedule you can either minimize or avoid cancellation fees.

Signature (The Customer) _____ Title _____

Print Name _____ Date _____



OMEGA BROADCAST GROUP

817 West Howard Lane / Austin, Texas 78753
Tel: (512) 251-7778 / Fax: (512) 251-8633
Secure Fax Line: (512) 251-2289

Return via scan through email or
Fax to our Secure
Credit Card Fax Line:
SECURE-FAX: (512) 251-2289

Credit Card Authorization Form

___ / ___ / 2012

I, _____, at credit card billing address:

authorize Omega Broadcast Group in Austin, Texas to charge my credit card for \$ _____

and ship to my credit card billing address above.

Signature _____ Printed name _____

Credit Card, (circle one) VISA MC AMEX Number _____

Expiration Date ___ / ___ CVV Code, (Generally shown on back of credit card) _____

Your Omega Broadcast Group invoice or estimate number _____

Order cannot be processed unless all information is provided.

Our bank requires us to obtain a copy of your
Drivers License & the face of your Credit Card.
Please send this by email or fax on a separate sheet.

TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____


Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.