

## **INITIATING RENTAL ACCOUNT for JMR Equipment Rentals**

In order to initiate your rental account, there are a few forms we need completed and sent back to us before we can reserve or release the rented equipment. **These forms are required 48 hours in advance of any equipment release.**

- INSURANCE CERTIFICATE
- CREDIT CARD AUTHORIZATION FORM (for COD &/or deposit) – please do *not* send images of creditcards
- TERMS & CONDITIONS
- CREDIT APPLICATION

### **EXPLANATIONS:**

1. **INSURANCE CERTIFICATE (Required)**
  - a. "JMR Equipment Rentals" should be named as the Certificate Holder on your insurance certificate.
  - b. We require that the certificate cover the value of the equipment and accessories.
  - c. ("JMR Equipment Rentals" should be named as the Loss Payee for this coverage).
  - d. Coverage should be valid for all dates inclusive of the first prep and final return.
  - e. Insurance Certificates often have multiple pages; when remitting your Cert, please ensure we have every page.
  
2. **CREDIT CARD AUTHORIZATION FORM (Required)**
  - a. *All first-time rentals require COD payment and deposit.*
  - b. The amount of your required deposit is equal to the deductible on your RENTED EQUIPMENT coverage (usually \$1500-\$5000).**
  - c. Whereas a check is acceptable for your first rental payment, credit cards are required for the deposit. CC Deposits are authorized *holds* on the funds only, and will be returned to you within 72 hours of a satisfactory equipment return.
  - d. All rentals are subject to COD payment requirement.
  
3. **TERMS & CONDITIONS (Required)**
  - a. Please complete all T&C pages with the name of your company.
  - b. Please fill out the final page completely, with signature.
  - c. Please return *all* completed pages.
  
4. **PAYMENT INFORMATION SHEET**
  - a. Please see this page for general information regarding payment options.

Please contact us if you have any questions.

Accounts Manager: [e.garcia@jmrny.com](mailto:e.garcia@jmrny.com)

Rental Manager: [John@jmrny.com](mailto:John@jmrny.com)

General JMR email: [info@jmrny.com](mailto:info@jmrny.com)

JMR Equipment Rentals  
168 53rd Street  
Brooklyn, NY 11232

Phone 347.721.3400

# CREDIT CARD AUTHORIZATION FORM

JMR Equipment Rentals  
168 53rd Street  
Brooklyn, NY 11232  
Phone: 347.721.3400

→→→ Please do NOT send images of Credit Cards ←←←

## Rentals Paid by Credit Card will be charged a 3% service charge

COMPANY NAME	JOB NAME	JOB #
PRODUCTION CONTACT NAME / PHONE	ORDER #	PO #
ACCOUNTING CONTACT	PHONE	EMAIL

### CARDHOLDER BILLING ADDRESS

NAME	PHONE	EMAIL
STREET ADDRESS	CITY/STATE	ZIP

### CARD A

TYPE OF CREDIT CARD <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> OTHER _____	ACCOUNT #		
	VISA/MC V-CODE	AMEX CID	EXPIRATION DATE

### CARD B (if necessary)

TYPE OF CREDIT CARD <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS <input type="checkbox"/> OTHER _____	ACCOUNT #		
	VISA/MC V-CODE	AMEX CID	EXPIRATION DATE

### RENTAL PAYMENT AUTHORIZATION

I, \_\_\_\_\_, hereby authorize JMR Equipment Rentals to charge the designated credit card [ **circle one: A / B** ] in the amount of \$ \_\_\_\_\_ the approximate rental cost of the camera package.

*(Please note - all credit card transactions will be subject to a processing fee of up to 3.2%)*

### DEPOSIT AUTHORIZATION

I, \_\_\_\_\_, hereby authorize JMR Equipment Rentals to run an authorization *hold* on the designated credit card [ **circle one: A / B** ] for my deposit amount, **which is equal to the amount of the deductible on the MISCELLANEOUS RENTED EQUIPMENT coverage on my insurance policy [usually \$1500 - \$5000].** I understand this is a *hold* – not a charge – and this authorization will be released automatically, usually within 72 business hours after the equipment is returned in its original condition. ***This authorization will be run before any gear is released.***

This company's RENTED EQUIPMENT coverage has a \$0 deductible, which is indicated on the COI (no deposit necessary)

### AUTHORIZING SIGNATURE - CARD A (required)

	DATE
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### AUTHORIZING SIGNATURE - CARD B (if necessary)

	DATE
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## JMR Rental Agreement | Terms & Conditions

### **1. Representations, Warranties and Agreements:**

Representations, Warranties and Agreements: Customer has selected the Equipment without relying upon any suggestion or recommendations of Rental Company and Customer understands and agrees that Rental Company assumes not. Rental Company represents and warrants as follows responsibility for the Equipment as being fit for any particular purpose. Customer agrees that the Equipment was selected by it. Rental Company represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Rental Company is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Rental Company will be performed in a professional and competent manner; (4) Rental Company has the right to enter into the rental of the Equipment and (5) Rental Company has complied and will continue to comply with all applicable manufacturer's specifications relating to the Equipment. Customer agrees as follows: (a) except as set forth in Rental Company's representations and warranties above, the Equipment is rented to Customer without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Rental Company shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Rental Company's representations and warranties above, Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Customer's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors. Customer represents warrants and agrees that Customer has complied and will continue to comply with all manufacturer's specifications as to the safe use of the Equipment.

### **2. Testing:**

Testing: Customer acknowledges that its representative has inspected and tested all Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Customer.

### **3. Non-Working Equipment:**

Non-Working Equipment: Customer shall notify Rental Company immediately of any malfunction and/or alleged damage of any Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Customer's negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such nonworking Equipment or returning all Equipment and canceling this agreement should Rental Company not be able to provide substitute Equipment in a timely fashion. The rental charges for all such non-working Equipment so returned to Rental Company shall be abated from the time of acceptance and return to Rental Company. Likewise, rental charges shall accrue and be owed for any replacement Equipment.

### **4. Technician/Operation:**

Technician/Operation: Customer shall only allow the Equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Equipment, and should be competent with regard to the normal operation of the Equipment. Customer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Customer shall process and or view their footage and back-up their content or data in a timely manner.

## **5. Risk of Loss:**

. Risk of Loss: Customer assumes all risk of loss whether or not covered by Customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Rental Company, its employees, agents, or contractors. Customer is deemed to have taken possession of the Equipment the moment Equipment is in Customer's custody and control. In addition, if Rental Company ships the Equipment at Customer's request, Customer shall be responsible for both the risk of loss in transit and the transportation costs. Customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by Rental Company), at all locations named and unnamed, at all studios, while on Customer's premises, and while in Customer's use. Customer is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If Rental Company delivers and/or picks up the Equipment, Rental Company will be responsible for the risk of loss in transit while the Equipment is in the custody of Rental Company and Customer will be responsible for transportation costs.

## **6. Storage:**

Storage: Customer bears the risk of loss for all property not provided by Rental Company (including but not limited to camera(s), props, sets, and wardrobe) stored and/or transported by Rental Company for Customer's ultimate use. Rental Company shall be acting as the agent of Customer in storing and/or transporting property which belongs to third parties. ©2013 AICP and PLASA

## **7. Insurance:**

Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment and/or Vehicles rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. All Vehicles shall be insured at actual cash value. In addition, all Equipment and Vehicles shall be insured for actual verifiable loss of use of the Equipment or Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/ or replaced not to exceed 90 days). Customer shall deliver to Rental Company evidence of Customer's insurance coverage prior to Customer taking either constructive or actual possession of the Equipment and/or Vehicle(s). Customer will forward a Certificate of Insurance evidencing Customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Rental Company that complies with coverage requirements as enumerated within this rental agreement. Customer shall be liable for the (a) full replacement cost of Equipment without deduction for depreciation, (b) actual cash value for Vehicles, and (c) loss of use of the Equipment and Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/ or replaced not to exceed 90 days), arising or resulting from any failure by Customer to maintain the policies and limits of insurance set forth above and for any and all claims, losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and court costs) which, for any reason (other than a final, nonappealable judicial determination that same arose or resulted from the negligence or willful misconduct of Rental Company) shall not be covered or paid by Customer's insurance, including, without limitation, deductibles and any of same exceeding the coverage and limits of insurance set forth above. a. Property Insurance: Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Rental Company as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to Rental Company before any policy shall be modified or cancelled. In determining whether the Equipment (not including Vehicles) shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source. Rental Company will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s). b. Liability Insurance: Customer shall name Rental Company as an additional insured on their liability insurance. Customer'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; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; 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 (Note

rented Vehicle(s) will only be driven by licensed driver(s) employed by Customer). IF A VEHICLE IS PROVIDED WITH A DRIVER EMPLOYED BY THE RENTAL COMPANY THE RENTAL COMPANY WILL PROVIDE THE PRIMARY AUTOMOBILE LIABILITY INSURANCE ON THE VEHICLE AND PROOF OF WORKER'S COMPENSATION INSURANCE. c. Rental Company Insurance: Rental Company will maintain their own insurance program consisting of not less than: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including owned, non-owned and hired vehicles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate, Miscellaneous Equipment and Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000 Covering Claims arising out of the operations of Rental Company. Rental Company will provide Customer evidence of the Coverage enumerated herein upon their request with an insurance carrier acceptable to the Customer. d. Primary Coverage: Customer'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, the Customer's insurance carrier shall agree that the rights of Rental Company under Customer's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Customer, other than non-payment of premium. The customer shall remain primarily liable to Rental Company for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Customer's insurance, as required by this agreement, shall allow Rental Company to immediately and automatically terminate this agreement, at its option unless Customer provides Rental Company with written confirmation that such insurance is in full force and effect. ©2013 AICP and PLASA

**8. Missing and Damage:**

Rental Company shall provide Customer (with a copy to the accounting department of Customer and another department or person if otherwise designated) with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned to Rental Company. Rental Company upon receipt of the compilation of the repair or replacement cost estimates will forward these estimates to Customer. Customer shall have the option of making arrangements with Rental Company to have their crew member(s) verify the Equipment physically returned to Rental Company at a time that is mutually agreeable within the first day of return..

**9. Clearing of Data:**

Customer is responsible for clearing any and all images (in any form) prior to the return of the Equipment to Rental Company, and Customer authorizes Rental Company to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to Rental Company. It shall be the sole responsibility and obligation of Customer to arrange for the safeguarding and storage of Customer's images, content or data prior to the return of the Equipment to Rental Company.

**10. Title:**

Customer specifically acknowledges Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from Rental Company's acts. Customer may not assign or pledge the Equipment.

**11. Default:**

In the event that Customer (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required under Section 7 above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property, or has an involuntary petition in bankruptcy filed against it, Customer shall be in default hereunder. Upon such default, Rental Company may, in its sole discretion, terminate this rental agreement and, and to the extent permitted by law, immediately repossess the Equipment without any prior notice to Customer, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Customer hereby grants to Rental Company the right and permission to lawfully enter the Customer's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur as a result of such entry.

## **12. Indemnity:**

Customer agrees to indemnify, defend and hold harmless Rental Company and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Customer, Customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. Rental Company agrees to indemnify, defend and hold harmless Customer and its officers, employees, agents and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Rental Company's negligence or willful misconduct of Rental Company, or that of Rental Company's employees, agents, or contractors, Rental Company not having the right to rent the Equipment or Rental Company's failure to maintain insurance enumerated in 7c above. This indemnification shall survive the term of the rental agreement. Entire Agreement:

Customer agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Rental Contract together with these Terms and Conditions constitute the entire agreement between Rental Company and Customer. In the event of conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Customer is a corporation or other entity, the person executing the Rental Contract represents and warrants that he/she has full power and authority to execute the Rental Contract on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. Customer acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.

## **13. Governing Law:**

If This rental agreement has been entered into in the State of New York and shall be governed by laws of the State of New York without reference to any conflicts of law principles. Customer and Rental Company agree to the State of New York having the sole jurisdiction to govern any and all disputes arising between Customer and Rental Company as respects the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

## **14. Definitions:**

Customer As used in the Rental Contract and these Terms and Conditions, the following terms have the following meanings: "Customer" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; "Equipment" shall mean all equipment and/or vehicle(s) so listed in the Rental Contract; "Rental Company" shall mean the entities and/ or individuals so identified on page 1 of the Rental Contract; and, "Vehicle" shall mean those motorized and other means of conveyance so listed in the Rental Contract.

## **Customer Media Agreement:**

Customer agrees to return all rented "Media" (as defined below) to JM Marino Corp. ("Company") with all "Recorded Content" (as defined below) securely and permanently erased.

"Media" means any and all methods, processes or devices, whether now known or hereafter devised, by or onto which pictures, images, data and visual and/or aural representations are recorded or otherwise preserved for projection, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, CF/SD/SxS/SR Cards, Flash memory, Hard Drives, Solid State Drives, USB Drives and all present and future technological developments, whether produced by means of photographic, electrical, electronic, digital, laser, mechanical or other processes or devices now known or hereinafter devised. "Recorded Content" means any and all pictures, images, data and visual and/or aural representations that are recorded or otherwise preserved for projection, reproduction, retention, storage,

exhibition, display or transmission, including, without limitation, time code and databases.

Furthermore, Company is authorized by the Customer, but not obligated, to erase Media at any time upon its return to Company so that all Recorded Content is stripped and removed. Customer acknowledges that Company shall have no legal obligation to erase (securely or otherwise) Customer's Recorded Content on any Media nor shall Company be obligated or expected to retain said Recorded Content for any period of time under this agreement. It is the Customer's sole responsibility and obligation to contract separately for the safeguarding and storage of their Recorded Content.

Company is not responsible for the loss of Recorded Content from any cause whatsoever, including, but not limited to technical malfunction, physical damage, or errors on the part of Company employees, agents, representatives, contractors or sub-contractors, nor any consequential loss or damage of any kind whatsoever.

**COMPANY MAKES NO GUARANTY, REPRESENTATION, WARRANTY, EXPRESS OR IMPLIED, AND THERE SPECIFICALLY IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO BOTH THE MEDIA AND RECORDING EQUIPMENT.**

The customer agrees to be solely responsible for the selection of their equipment and Media, including the reliability, durability and/or suitability of such Media and equipment for the purpose of recording or storing Recorded Content of any type.

Data recovery is not offered under this agreement and must be contracted separately with a data recovery vendor.

In the event the Customer needs and/or wants to attempt recovery of Recorded Content from Media that has previously been rented by Company, upon Customer's request Company will return such Media to the Customer, subject to a rental charge, provided such Media is available. The Customer agrees that the Media, returned to them for data recovery, shall be considered to be "On-Rent" until the Media is returned to Company. The rental charge for the Media shall not be higher than the published rental rate of Company and shall be owed to Company regardless of whether the Customer was able to recover their data.

Any special handling instructions, practices, compliance, security protocols, protections or safeguards, not provided for herein, must be defined in writing by the Customer and agreed to by Company prior to the return of the Media for any reason other than exchange for other Media or final return of Media to Company at the conclusion of the Rental Period.

<b>NAME OF COMPANY ENTERING INTO AGREEMENT:</b>	<b>NAME OF COMPANY REPRESENTATIVE:</b>
<b>STREET ADDRESS</b>	<b>PHONE NUMBER(s):</b>
<b>CITY / STATE / ZIP</b>	<b>FAX NUMBER(s):</b>
<b>SIGNATURE:</b> <i>(this signature acknowledges receipt of all pages)</i>	<b>DATE:</b>

## **JMR RENTALS PAYMENT INFORMATION SHEET**

Payments to JMR Equipment Rentals can be made by check, ACH, wire transfer, or credit card. Please note all credit card transactions are subject to a 3.2% processing fee. Unless credit terms have been established, all accounts are COD or QuickPay.

If you would like to set up credit terms with JMR, please reach out to your rental agent for a Confidential Credit Application.

### **WIRE TRANSFER INFORMATION:**

- This service is free of charge.
- If you are paying by wire please be sure to include the invoice number(s).
- Once payment is submitted, send your confirmation to:  
Rental Manager - John Marino: [john@jmrny.com](mailto:john@jmrny.com)  
Accts. Manager - Ellie Garcia: [e.garcia@jmrny.com](mailto:e.garcia@jmrny.com)

JMR EQUIPMENT RENTALS  
168 53<sup>RD</sup> STREET  
BROOKLYN, NY 11323  
(347) 721-3400

ABA OR ROUTING NUMBER: 021000021  
ACCOUNT#: 881577592  
FOR DEPOSIT ONLY – ETF ACH PAYMENTS

JP MORGAN CHASE

- ALLEN WANG  
ACCOUNT MANAGER  
OFFICE: (718) 234-4638

For all questions regarding invoices, payments, and account status contact:  
Accounting | Ellie Garcia | [e.garcia@jmrny.com](mailto:e.garcia@jmrny.com)