

cinεbob

8056 Oakland Place, Ste A
Orlando, FL 32819
PH: 407-299-1111 FX: 407-299-3311
www.bbmpinc.com

NEW ACCOUNT SETUP PACKET

- ✓ Credit Application
- ✓ Rental Agreement
- ✓ Credit Card Authorization
- ✓ Insurance Requirements
- ✓ Sales Tax Exemption Info



INSTRUCTIONS

Please complete and return all of the contents included to set up your account with B.B. Mobile Productions, Inc. Thank you.

CONTENTS

1. New Account Instructions. Please sign and date indicating your receipt of entire package.
2. Application for Credit. Please complete, sign and date then fax back.
3. Rental Agreement – Terms and Conditions. Please read thoroughly, sign, date and fax back.
4. Credit Card Authorization. Please complete, sign and fax back. This is needed to set up an account, even if payment is made another way (cash, etc)
5. Insurance Requirements. Please fax Certificate of Insurance that meets these requirements.
6. Sales Tax Exemption instructions. Please read, sign, date and fax back if applicable.
- 7.

PAYMENT TERMS

1. New accounts must fill out and fax back a completed credit application. If attaching a pre-printed credit references sheet, kindly fill out the upper portion of our credit application and sign and date the bottom also and send together.
2. Initial job will be billed on a pre-payment basis. Payment methods include cash, wire transfer, Visa, Master Card, or American Express only.
3. 50% deposit or full pre-payment may also be required in the future depending on the job, location and estimated total of the contract.

Should you have any questions, please do not hesitate to contact our office at 407-299-1111

Customer's Name (Printed)

Customer's Signature

Date



CREDIT APPLICATION

(All information must be completed)

BACKGROUND

Company Name:	Date:
Contact Name:	Phone:
Address:	Fax:
City:	State: Zip:
Parent Company (if subsidiary):	
Nature of Business:	
Corporate Officers:	
President:	Vice Pres:
Year Company Est.:	How Long at Current Location:

REFERENCES

Name:	Phone:
Address:	State: Zip:
Name:	Phone:
Address:	State: Zip:
Name:	Phone:
Address:	State: Zip:

BANK INFORMATION

Name of Bank:	Phone:
Location:	
Contact:	
Account Number:	

Customer agrees to adhere to the terms and conditions of the Rental Agreement. In addition, when transportation service is utilized, customer authorizes courier/delivery service to sign rental contract on their behalf.

Note: Accounts are subject to review if not active for more than eight (8) months.

FOR BBMP USE: Account approved by: _____ Limit: _____

Customer's Name (Printed)

Customer's Signature

Date



CREDIT CARD AUTHORIZATION

I, _____ authorize B. B. Mobile Productions, Inc. to:

- Charge my credit card as payment for my equipment rental or purchase, and/or
- Charge my credit card as payment in the event of replacement, repair or other charges resulting from the rental of equipment, and/or
- Authorize payment to my Master Card / Visa / American Express in the amount of \$ _____ and for such additional amounts as may be accrued pursuant to the Rental Contract / Equipment Schedule / Job Order # _____ with:

Cardholder's name: _____

Credit card billing address: _____

State: _____ Zip: _____

Please note: In order to process your payment, the address above must match the address on your credit card bill.

E-mail: _____ URL: _____
(E-mail addresses are not sold or used by any company other than B. B. Mobile Productions, Inc.)

Work phone: _____ Home phone: _____

Cell phone: _____ Fax: _____

Credit type (please circle one): **MasterCard** **Visa** **American Express**

Credit card number: _____ Expiration date: _____

Security code (3-4 digit number on back of card): _____

Cardholder's signature: _____

Today's Date: _____

**PLEASE FAX THIS AUTHORIZATION FORM TO
B.B. MOBILE PRODUCTIONS INC. AT ONE OF THE ABOVE NUMBERS
WITH PHOTOCOPIES OF YOUR CREDIT CARD (FRONT AND BACK)
AND YOUR DRIVER'S LICENSE.**



RENTAL AGREEMENT

TERMS AND CONDITIONS

Prior to shipment, delivery or pick-up of "Equipment" (including, but not limited to camera equipment, lighting equipment, motor vehicles, mobile equipment, and production supplies), "Lessee" (Customer) acknowledges and agrees to the terms and conditions of the "Lessor" (B.B. Mobile Productions) as set forth below:

ENTIRE AGREEMENT – This "Agreement" consists of all terms and conditions on this page whether typed or written, and contains all agreements of the parties. This is an agreement of rental only and all Equipment is property of the Lessor. Lessee is not Lessor's agent for any purpose except for the purchase of necessary parts and service if authorized, in advance, by Lessor while Equipment is on rental. No other agreement in any way modifying any of said terms and conditions will be binding upon Lessor unless made in writing and signed by Lessor.

AUTHORIZATION - Lessee hereby acknowledges receipt of a copy of this contract and hereby represents Lessee's specific capacity and/or authority to enter into agreement. Lessee further acknowledges that it has examined the Equipment and it is in good working condition. Lessee is responsible for any damage caused to Equipment, property or person(s), during inspection. Lessor, in turn, makes no guarantees, warranties or representations, expressed or implied, as to the condition, performance, operation or usability, etc. of said Equipment, and Lessor cannot be held responsible for Lessee's failure to operate the Equipment properly. Lessee assumes the entire responsibility that the Equipment selected is that which it needs for Lessee's intended use and purposes.

TERM / PAYMENT - The term of this Agreement, unless otherwise specified, is from day to day. If Lessee fails to return the Equipment by the agreed upon return date and at the location previously specified, Lessee is liable for the daily rental cost of the Equipment until it is returned and accepted in good order by Lessor. Delays by third parties, including shippers, do not mitigate any additional rents or late charges due. Lessee agrees to pay rent according to the terms established in advance by Lessor. If Equipment is not returned to Lessor by 10:00 am on the return day, Lessee will be billed in full for the return day. Lessee shall receive no allowance on rental fees for any Equipment not used by Lessee. A late fee of 1.5% per month will be applied to all past due accounts. All charges made to credit and/or charge cards shall be final. Lessee and/or credit/charge cardholder waive all rights to dispute charges with card company and agree to resolve disputes as if the charges were made as cash payments. Any legal action brought by card companies against Lessor shall have no effect on claims for payment by Lessor for disputed charges. Lessee agrees not to dispute charges with card company. Rental invoices and loss/damage invoices are due as billed immediately upon receipt and not later than net 30 days. Invoices for purchases are due at time of purchase. All purchases are non-returnable, no refunds or exchanges will be provided.

USE OF EQUIPMENT – Lessee agrees that only duly qualified agents of the Lessee shall operate the Equipment, and Equipment will be used only in strict compliance with standard operating procedures. Lessee shall comply with the laws, ordinances and regulations in any way relating to the use, operation and maintenance of the Equipment. Lessee shall keep the Equipment in its sole custody and control at all times. Lessee shall continually check Equipment and the product produced by it. If at any time during this rental period a defect or non-function becomes apparent, Lessee will contact the Lessor immediately for instruction as to the further use of the Equipment. Any further use thereof contrary to the Lessor will be at Lessee's own risk and Lessee will be responsible for all injury and damages that may result therefrom. If Lessor determines the Equipment needs to be exchanged, the Lessee (at Lessee's expense) will ship or deliver Equipment to Lessor for comparable exchange. In no event shall Lessor be responsible for any claims for any alleged loss of profits, damages, delays or expenses claimed to have arisen out of Lessee's use of the Equipment. Lessee shall not make any alterations, additions or improvements to the Equipment without prior written consent of the Lessor. Lessee shall not remove or deface identification labels or barcodes on any Equipment.



INSURANCE

a. GENERAL - Lessee hereby agrees to insure Equipment with an insurance carrier for the full value thereof; and shall name Lessor as an additional insured and loss payee and shall provide Lessor with a Certificate of Insurance prior to and concurrent with rental of the Equipment. The insurance shall cover loss or damage sustained in the Continental United States or abroad, in transit or otherwise. Lessee shall also be liable for any loss or damage sustained by Lessor including but not limited to the daily rental value of the Equipment from the pick-up date until return, repair, and/or replacement regardless of the Lessee's insurance coverage, deductibles or limits.

b. LIABILITY – Lessee shall name B.B. Mobile Productions, Inc. as an additional insured on Lessee's liability insurance and the 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 and annual aggregate
- Automobile Liability: \$1,000,000 combined single limit

Other coverage(s) may be required.

c. PROPERTY – Insurance should be on a worldwide basis, shall name B.B. Mobile Productions, Inc. as Loss Payee for loss or damage to the property rented, and shall cover "All Risks" of loss or damage for equipment. Vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision." All policies shall provide for 10 days written notice to Lessor before any policy shall be modified or cancelled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$350,000.

THE VALID AND COLLECTIBLE LIABILITY INSURANCE AND PERSONAL INJURY PROTECTION (PIP) INSURANCE OF ANY AUTHORIZED RENTAL OR LEASING DRIVER IS PRIMARY FOR THE LIMITS OF LIABILITY AND PIP COVERAGE REQUIRED BY SS.324.021(7) AND 627.736, FLORIDA STATUTES, COVERAGE FOR THE LESSEE, FOR THE AUTHORIZED RENTAL OR LEASING DRIVER, OR FOR ANY OTHER PERSON OPERATING THE MOTOR VEHICLE WITH THE PERMISSION OR CONSENT OF THE LESSEE OR THE RENTAL OR LEASING DRIVER SHALL BE PRIMARY. SUCH INSURANCE SHALL ALSO BE PRIMARY FOR ALL OTHER COVERAGES REQUIRED TO BE PROVIDED UNDER THIS PARAGRAPH (INSURANCE).

RISK OF LOSS – In addition to the insurance, Lessee shall be responsible for any loss or damage to the equipment from any cause whatsoever occurring after delivery to Lessee and Lessee's acceptance of the Equipment and before Equipment is returned to Lessor. Lessee shall be responsible and shall pay Lessor the repair or replacement cost for the repair or replacement of any Equipment damaged, lost, stolen, missing, broken, or otherwise. Accrued rental charges do not apply against purchase price.

LESSEE'S PROPERTY – Lessee is responsible for all equipment (including but not limited to cameras, props, sets, vehicles, etc) which is picked up or stored by the Lessor for Lessee's ultimate use. The Lessor shall be acting as Lessee's agent in storing any such property that belongs to third parties. All risks of physical loss to property, which is transported or stored by the Lessor for Lessee's benefit, shall remain Lessee's responsibility and Lessor will not be held accountable for damages.

SURRENDER / TERMINATION – Upon the expiration or earlier termination of this lease, Lessee shall return the Equipment and all accessories to the Lessor in same condition as at the delivery to Lessee, normal wear and tear accepted. This includes, for vehicles, returning with a full tank of fuel. Lessor's acceptance of the Equipment is neither a waiver by it of any claims it may have against Lessee nor a waiver of claims for latent or patent damage to the Equipment. Lessee does hereby grant Lessor an option to terminate this Agreement on twenty-four hours written notice by Certified Mail or courier.

DISCLAIMER OF WARRANTY – Lessor makes no warranty, express or implied, regarding the Equipment, including without limitation any guarantee of merchantability or fitness for a particular purpose. Lessor hereby serves notice to Lessee that digital equipment such as under this Agreement has been known to malfunction, lose memory, and/or change settings without warning. Lessor shall not be held liable for any such malfunction. Lessor shall have no responsibility for frame rates or time code protocols.

ASSIGNMENT – This Agreement and/or Equipment may not be assigned, transferred, pledged, hypothecated, sublet, or lent by Lessee to anyone without prior written consent of Lessor.

DEFAULT – In the event Lessee shall fail to make any of the rental payments when due, or fails to perform any other covenant or condition hereof to be performed by the Lessee or any of the events in the following



paragraph occur, Lessor may, in addition to all other remedies provided by law, exercise any one or more of the following, with or without demand, notice or legal process.

- Recover from Lessee all sums then due.
- Repossess the leased property (by entering Lessee's premises, if need be) without liability for trespass, or responsibility with respect to the leased Equipment or to any article left in or attached to same; and recover from Lessee all damages sustained by Lessor as a result thereof.
- Recover from Lessee any and all damages, which Lessor shall have sustained due to non-performance by Lessee of the terms and conditions of this Agreement.
- Retain, free from any claim by Lessee, all payments or other property theretofore received under this Agreement.
- Recover from Lessee all expenses incurred by Lessor protection of its rights under this Agreement, including, without limitation, attorney's fees, court costs, and costs of location, repossessing, repairing, reconditioning and storing the leased Equipment.
- Recover from Lessee's credit or debit card immediately and/or consecutively charges due until paid in full.

BANKRUPTCY – Neither this Agreement nor the Equipment is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or makes any assignment for the benefit of his creditors or if a writ of attachment or execution is levied on any item or items of the Equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any item or items of the Equipment. Lessor shall have and may exercise any one or more of the remedies set forth in the following paragraph hereof. This Agreement shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option and Lessor shall recover from Lessee any and all costs or damages associated with recovery of Equipment.

RENTOR'S EXPENSES – Lessee shall pay Lessor all costs and expenses, including but not limited to attorney's fees, incurred by the Lessor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof.

INDEMNITY - Lessee agrees to indemnify and save Lessor, its agents, assigns and employees, harmless from any and all claims, suits, liability, expense, damage, causes of action or judgments, including attorney's fees resulting from injury or death sustained by any person(s), including, but not limited to, Lessee, subcontractors and agents, or damage to property of any kind, including, but not limited to, the Equipment, which injury, death or damage arises out of or is in any way connected with the use, operation or possession of the Equipment by anyone during the term of the Agreement and until the Equipment is returned to Lessor, including, but not limited to, the failure to repair, maintain or operate the Equipment as required herein. This indemnity is meant to and does include any such injury, death or damage arising from any cause whatsoever, including, but not limited to, any alleged defect in the manufacture and design of the Equipment, and any acts or omissions, willful misconduct or negligent conduct of Lessor, whether active or passive.

SEVERABILITY – The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

PARTIES BOUND – This Agreement shall be binding and inure to benefit of the heirs, executors, administrators and assignees of the parties hereto.

GOVERNING LAW – This contract shall be governed by the applicable laws of the State of Florida; and the Lessee shall agree that any proceedings which it may institute shall be brought in the County of Orange, State of Florida.

Customer's Name (Printed)

Customer's Signature

Date



INSURANCE INSTRUCTIONS

The following insurance requirements must be met before any equipment can be rented or shipped:

Commercial General Liability:

(List BBMP as ADDITIONAL INSURED)

- | | |
|--|-------------|
| • General Aggregate Limit: | \$1,000,000 |
| • Products and Complete Operations Aggregate Limit | \$1,000,000 |
| • Personal Injury and Advertising Limit | \$1,000,000 |
| • Limit Each Occurrence | \$1,000,000 |

Rental Equipment Insurance Coverage:

(List BBMP as Loss Payee)

- Worldwide
- All Risk
- Including in-transit & on-location
- Replacement cost basis-for value of Rental Equipment
- Deductible must be present on Certificate
- Policy number must be present on Certificate
- Policy dates must cover rental period – including transit time

FOR STUDIO RENTAL, Please include the following:

- Third Party Property Damage Liability

FOR VEHICLE RENTAL, Please include the following:

(List BBMP as Loss Payee)

- | | |
|---|-------------|
| • Physical Damage Coverage for Hired Autos
Including "Comprehensive" and "Collision" | \$125,000 |
| • Non-owned and hired Automobile Liability
Combined Single Limit | \$1,000,000 |

Certificate Holder: BB Mobile Productions, Inc
8056 Oakland Place Ste A
Orlando, FL 32819

Please fax to: 407-299-3311

*****IMPORTANT: In order for an account to be properly set up, the name of the insured party on the insurance certificate should be the same party on the credit application, as these documents must match.*****



TAX EXEMPT INSTRUCTIONS

Florida Entertainment Industry Exemption

Effective January 1, 2001, any qualified production company engaged in Florida in the production of motion pictures, made for television motion pictures, television series, commercial advertising, music videos or sound recordings may be eligible for a sales and use tax on the purchase or lease of certain items used exclusively as an integral part of the production activities in Florida.

In order to be exempt from Florida's sales tax at the point of sale, the production company must apply for a certificate of exemption to be presented to a registered Florida sales and use tax dealer when making purchases and rentals of qualified production equipment.

A valid sales tax exemption form DR-231 must be presented as proof of exemption. If no proof of sales tax exemption is given, we will automatically charge the sales tax (currently 7%).

To apply for a sales tax exemption, log on to www.filmflorida.com

If you do not have an internet connection, feel free to call BBMP to request a copy via fax.

***** IMPORTANT: The turnaround time for approval on a request for tax exemption can take up to 90 days. For this reason, BBMP will only accept tax exemption forms before the job's prep day. *****

NOTE: In cases where the name of the company paying the invoice conflicts with the company paying for the rental, we cannot extend that company's tax exemption privileges. Please contact the Florida Department of Revenue to dispute the claim.

Customer's Name (Printed)

Customer's Signature

Date