

**TREC[NYC]** 435 W 18th St NYC 10011 212 727 1941 F 212 645 5610 orders@trecrental.com

**TREC[BK]** 131 N 14th St BK NY 11249 718 349 2740 F 718 349 1958 equipment@trecrental.com

## ACCOUNT INFORMATION

Account Name \_\_\_\_\_

Assumed Company Name (DBA) \_\_\_\_\_

Address \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Telephone / Fax \_\_\_\_\_

Accounts Payable Contact \_\_\_\_\_

Email / Telephone Extension \_\_\_\_\_

Federal Tax ID \_\_\_\_\_

Date Business Established \_\_\_\_\_

Nature of Business \_\_\_\_\_

Business Entity;  Corporation  Partnership  S Corporation  LLC  LLP

If your company is tax exempt, please check this box  and provide a completed & signed ST-120 or ST-121

If your company requires a Purchase Order, please check this box

Please provide a Certificate of Insurance naming Trec Rental Corp. (435 W 18th St NYC 10011), as additionally, insured for General Liability, for no less than 1 million and as the loss payee for misc. rented equipment. The Equipment Floater should be enough to cover the value of the equipment you typically intend to rent.

\*To activate this account at [DRIVE-IN] and [BROOKLYN] as well, simply list Drive In 24 LLC (443 W 18th St NYC 10011) and Root Capture Inc (131 N 14th St BK NY 11249) on the same certificate.

Welcome to **ROOT** How can we help you?

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## AUTHORIZATION TO CHARGE CREDIT CARD

Please fax or email this back with a copy of the credit card and cardholder's ID

This form authorizes Trec Rental Corp, Drive In 24 LLC and Root Capture Inc to charge the credit card, listed below, for all invoice amounts after the job has closed.

If you wish to view a copy of the invoice, after the job has closed , and before the card is charged, -please check this box

If you have a question about your invoice or would like to request a revision please contact us right away; All invoices will be charged 5 business days after you have recieved them for review.

This credit card information will be kept on file and used to charge subsequent invoices. If you would like your account to transition to net 30 terms after an introductory period; -please check this box

Please contact us if you would like to make any changes to your credit card information.

Company Name \_\_\_\_\_

Cardholder's Name \_\_\_\_\_

Card Billing Adress \_\_\_\_\_

City / State / Zip \_\_\_\_\_

Expiration Date \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

Cardholder's Phone Number \_\_\_\_\_

Name of Authorized User(s) \_\_\_\_\_

Email Address \_\_\_\_\_

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# RENTAL AGREEMENT

1 **ROOT** hereby rents to \_\_\_\_\_ [“RENTER”] and RENTER hereby rents and hires from ROOT all of the items of EQUIPMENT and other property described on the packing list attached to and made a part of this rental agreement [the “EQUIPMENT”].

2 **TERM.** The term of this Rental Contract commences on the “Start Date” shown on the packing list and ends when the EQUIPMENT is returned in good condition and repair to ROOT’s premises. It is the obligation of RENTER to arrange for the pick-up and return of all EQUIPMENT, and all such transportation is at the sole risk and expense of RENTER. Prior to the return of any digital equipment, RENTER shall remove all tagged data for example, RAW, TIFF and JPG files.

3 **RENT.** The rent for each and every item of EQUIPMENT is the amount set forth on the attached packing list. ROOT shall be entitled to immediate payment of all Rentals at the conclusion of the Rental Term.

4 **SECURITY.** To insure the timely return of the EQUIPMENT to ROOT at the conclusion of the term in good condition and repair, at ROOT’S request, RENTER shall deposit with ROOT as security an amount equal to the full replacement cost of the EQUIPMENT or as otherwise determined by ROOT. Upon the return of the EQUIPMENT, the deposit or the balance thereof after payment for any repair, replacement, rental or other cost to ROOT as provided for herein, shall be returned to RENTER.

5 **RENTER’S INSPECTION.** RENTER agrees that it has or will inspect the EQUIPMENT not later than its delivery of possession to RENTER and that it shall be conclusively presumed that RENTER has fully inspected the EQUIPMENT, is satisfied and has accepted the EQUIPMENT in good condition and repair and has acknowledged that all digital single lens’s reflex camera’s and digital backs are free from dust, and that the IR filter and IR protection glass are free from scratches.

6 **LOSS AND DAMAGE.** RENTER hereby assumes and shall bear the entire risk of loss or damage to the EQUIPMENT from any and every cause whatsoever. No loss or damage to the EQUIPMENT or any part thereof shall release any obligation under this rental agreement which shall continue in full force and effect. RENTER is responsible for the return of all digital equipment in the same condition or a charge will be assessed to replace scratched IR filters or IR protection glass. In the event of any loss or damage of any kind whatsoever to any item of EQUIPMENT, RENTER shall (a) restore it to good condition and repair or replace it with like EQUIPMENT acceptable to ROOT, in good condition and repair, or (b) if in the reasonable judgment of TREC any item of EQUIPMENT is determined by ROOT to be lost, stolen, destroyed or damaged beyond repair, pay ROOT the full replacement value thereof as set forth on the packing list attached hereto.

7 **SURRENDER.** Upon the expiration or earlier termination of the Rental period for any item of EQUIPMENT, RENTER shall return it to ROOT in good condition and repair.

8 **INSURANCE.** RENTER shall keep the EQUIPMENT insured against all risks of loss or damage by fire and such other risks commonly insured against for not less than the full replacement value of the EQUIPMENT and shall carry public liability insurance covering the EQUIPMENT in amounts not less than \$1,000,000 all risk coverage. All insurance shall name both ROOT and RENTER as the insured and waive the right of subrogation against ROOT. Insurance certificates confirming this coverage shall be delivered to ROOT prior to the commencement of the rental term. RENTER may effect such coverage under its blanket policies. If RENTER fails to procure or maintain this insurance ROOT shall have the right, but not the obligation, to procure such insurance and the cost thereof shall be repayable to ROOT together with the rent.

9 **NO WARRANTIES.** ROOT MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. ROOT SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA DUE TO EQUIPMENT MALFUNCTION OR OTHERWISE NOR FOR THE LOSS OF ANY DATA THAT IS STORED ON ANY RENTED MEDIA STORAGE DEVICES.

10 **INDEMNITY.** RENTER agrees to indemnify and hold ROOT harmless from and against any and all claims, actions, suits, proceeding, costs, expenses, damages and liabilities, including reasonable attorney’s fees arising out of, connected with, or resulting from the use of the EQUIPMENT. Each party agrees to give the other the prompt notice of any such claim or the institution of any action, suit or proceeding.

11 **TREC’S EXPENSES.** RENTER shall reimburse ROOT for all costs and expenses, including reasonable attorney’s fees incurred by ROOT in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this agreement.

12 **ASSIGNMENT.** RENTER shall not (a) assign, transfer, pledge or hypothecate this rental agreement, the EQUIPMENT or any part thereof or any interest therein (b) sublet or lend the EQUIPMENT or any part thereof or permit the EQUIPMENT or any part thereof to be used by anyone other than RENTER or RENTER’s employees. Subject always to foregoing, this Rental Contract inures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.

13 **OWNERSHIP.** **The EQUIPMENT is and shall always be and remain, the sole and exclusive property of ROOT, and RENTER shall have no rights therein except as expressly set forth herein.**

14 **NON-WAIVER.** No covenant, term or condition of this Rental Contract can be waived except by the written consent of ROOT. Forbearance, indulgence or the failure to insist on the terms hereof by ROOT in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by RENTER to which the same apply and until complete performance by RENTER of said covenant, term or condition, ROOT shall be entitled to invoke any remedy available to ROOT under this Rental Contract or by law or in equity despite said forbearance, indulgence or the failure to insist on strict compliance with the terms hereof.

15 **ENTIRE AGREEMENT.** This agreement, together with the attached packing list, constitutes the entire agreement between ROOT and RENTER and it shall not be amended, altered or changed except by a written agreement signed by both parties hereto. If any dispute arises with respect to this agreement, the parties agree that this agreement will be construed under the Laws of the State of New York and that the proper forum shall be a Court of appropriate jurisdiction within the County, City and State of New York.

Please sign and return with application \_\_\_\_\_