



BOKEH RENTALS

Rental Policies and New Account Application

To set up an account with us there are a few documents that we will need to file in order to allow things to be processed as quickly as possible. In order to rent equipment from Bokeh Rentals LLC we please ask that you understand, complete and return the following items of our application and agreement. All required paperwork and forms must be completed and returned to us before the commencement of any rental.

1 - New Rental Account Application

- Once we have received your application please allow some time for us to process your information.
- Please ensure that your Application is filled out by the individual renting the equipment and that all ID, Credit card information and Information match. For company applications, accounts must be made by an owner, partner or authorized executive officer.
- If you are using your own insurance to cover your order, please make sure that the company listed on the insurance is the one filling out the paperwork. We do sometimes accept smaller orders with a deposit but be sure to get in touch with our team as we process these on a case by case basis.

2 - Full Terms and Conditions

- Please initial and sign where relevant on each document, failure to do so will result in delays in the processing of your account.
- Please ensure the individual renting or the owner / partner of the company is the person signing and initialing all documents.

3 - Certificate of Insurance

- Certificate of full insurance coverage is require for each rental with Bokeh Rentals, unless otherwise agreed with our team.
- The insurance certificate must list Bokeh Rentals LLC as a loss payee / additional insured
- We require full insurance coverage of the full replacement costs of all equipment rented out, included but not limited to equipment rented from Bokeh Rentals LLC.
- We will not accept any insurance that does not cover unattended / unlocked vehicles

4 - Credit Card Authorization Form and ID

- When you submit your Government issued ID along with your Credit Card for the deposit, please be sure that all Credit Cards and ID's match. We will require photo copies of both.

5 - Waiver of Right to Inspect/ Prep Equipment

- For orders that require us to ship equipment or where a representative is unable to inspect or prep equipment before the initial rental term begins, please refer to our terms and conditions.

6 - Payment

- Full Payment is required in advance of your rental, unless otherwise stated or agreed by a member of our team. If you wish to open a recurring client account with us, please get in touch regarding your eligibility for a 30-day term.
- We accept Check or Wire, and most major credit cards. Payments by cards will be charged a 3% processing fee.

1 - New Rental Account Application

Date : _____

Company / Individual Name : _____

Address : _____

City : _____ **Sate :** _____ **Zip :** _____

Phone : _____ **Fax :** _____

Email : _____

Fed ID # or SSN : _____

Principal's Name _____ **Position :** _____

Year of Establishment : _____

Individual __ **Corporation** __ **LLC** __ **Partnership** __ **Other** _____

Trade References (Preferably within the film/video/theater industry)

1)

Company / Individual Name : _____

Address : _____

City : _____ **Sate :** _____ **Zip :** _____

Phone : _____ **Fax :** _____

Email : _____

2)

Company / Individual Name : _____

Address : _____

City : _____ **Sate :** _____ **Zip :** _____

Phone : _____ **Fax :** _____

Email : _____

The (undersigned) company principal certifies that all information stated in the Rental Account Application is complete, factual and correct; and understands that Bokeh Rentals LLC and/or its agents or representatives will verify the information and use it to determine extending any credit. I authorize anyone to check any of the information provided and waive any rights to privacy of credit information rights or regulations. I understand that this application will be denied for false information. The undersigned also understands that the use of a photocopy of this form may be necessary to verify one of more of the credit references, and authorizes such and requests that such photocopy be treated, as if it were and original. If any representations made on the application proves to be untrue, the undersigned agrees that all obligations shall immediately become due and fully payable without demand or notice.

Signed By _____ **Position /Title :** _____

On Behalf of (Company) _____

Printed Name _____

2 - Terms and Conditions of Service

1.1 General Information

1.2 Pre Rental Preparations and Inspection

1.3 Taken Delivery of Equipment

1.4 Pickup and Transportation

1.5 Equipment Responsibilities

1.6 Availability and Pricing

1.7 Use Agreement

1.8 Loss and Damages

1.9 Condition and Return

2.0 Equipment ownership

2.1 Right to Reposes

2.2 Refund Exchanges and Cancelations

2.3 Corporations

2.4 Legal Proceedings

2.5 Past Due Accounts

2.6 Documentation

2.7 Terms of Full Agreement

1.1 This agreement is by and between Bokeh Rentals LLC and the Rentee listed below. The agreement is effective immediately upon signing this document and shall remain in full effect until the agreement is terminated by either party. In the event of a conflict between these terms and conditions terminated and the rental contact, the rental contract shall prevail.

1.2 It is your responsibility to inspect and check all equipment thoroughly. To find any defects or problems before leaving our premises with the rented equipment. Bokeh Rentals LLC will have no responsibility for wiring malfunctions or defective equipment or any accident/ injury or death from the use of our equipment on or off set. Bokeh Rentals LLC has no responsibility to issue refunds or credit for the early return of equipment for any reason, including but not limited to malfunctioning or damaged equipment. Bokeh Rentals LLC will have no liability for equipment that is found to be defective in any way or to be malfunctioning after it leaves our place of business, once you have taken possession of the equipment. By leaving our place of business with the rented equipment in hand, you are agreeing that the equipment left our facility in full working order, and in undamaged condition, unless noted on our invoice or agreed upon in writing by a member of our team.

1.3 Once the Equipment has left our facility, you assumes any and all liability for the equipment. You also assume all risk of loses during the time the equipment is no longer in the possession of Bokeh Rentals LLC. You are responsible for any and all damage caused to the equipment during the rental, as well as any damage to other property or persons.

1.4 Pickup times for all rental equipment unless otherwise stated on the invoice is 1pm on the day of your agreed rental, must be returned to us by 11am on your scheduled day of return. Any rented equipment not returned to Bokeh Rentals LLC by the agreed time will be billed at our market rate until returned. We charge a minimum of 1 day rental for late returns resulting from your loss of possession of the equipment. Bokeh Rentals LLC may arrange for the transportation of equipment to a desired location, but you are responsible for any and all transportation costs and insurance associated with the transportation including but not limited to, taxes, fees, duties, broker fees, bonds and any other costs. Bokeh Rentals LLC is not responsible for any shipping delays once the equipment is delivered to your carrier. The equipment will not be deemed to have been returned until the renter has met the following criteria. The equipment has been returned to the premises of Bokeh Rentals LLC during regular business hours, a full inventory check of all parts of the rented equipment has been conducted and all missing parts or damaged parts have been itemized, if any, and the term of the rental agreement has expired per the issued invoice. Bokeh Rentals will conduct a full piece count and inspection within 72 hours of the return of the rented equipment.

1.5 You assume all responsibilities for equipment and all risks of loss. Once you have taken delivery of the rented equipment your responsibility includes but is not limited to any loss at the place of business of Bokeh Rentals LLC, whilst in transit and at all and any locations.

1.6 The pricing of our equipment whether listed on our website or on our partner portals is subject to change without notice and is never guaranteed. Rentals are only fully reserved and confirmed once the rental contract, any extensions of this contract and full valid building information and identification has been received. If the agreed upon equipment for whatever reason is no longer available to be rented during the agreed rental period or any reason, Bokeh Rentals LLC will do our best to find a replacement, or refund any deposit or fee paid for the equipment. You agree not to hold Bokeh Rentals LLC liable for any and all external charges or costs that are associated with the cancellation of your scheduled rental.

1.7 The rented equipment must only be used within a Los Angeles County, unless otherwise agreed. All rented equipment must also only be used by your authorized and qualified technicians or agents in accordance with our terms and conditions. The equipment must be kept in your sole possession and should not be used in violation of any state or federal laws. You may not sublease or lend the rented equipment to anyone, without the written consent of Bokeh Rentals LLC. The rental of our equipment is without warrant or any guarantee. Bokeh Rentals assumes no liability or responsibility unless agreed to in writing.

1.8 You are solely responsible for any and all kinds of loss or damages associated with use of the rented equipment, whilst it is in your possession or the possession of any co-worker or person associated with the rental of the equipment. You will assume all liability for, but not limited to, loss or damage that occurs to any of the equipment during pickup, transit or use during the rental, as well as storage, loading, unloading, while at any and all locations whilst rented out. You will be responsible for the full replacement cost of any and all equipment rented to you that is

damaged, stolen or destroyed. Bokeh Rentals LLC retains the right to determine whether equipment can be repaired or needs to be fully replaced and you will be responsible for the costs to replace the same item or the closest comparably equipped model, at current retail prices without depreciation. All and any service or repair costs that were incurred during the rental of equipment are your responsibility. If a piece of equipment is lost or stolen, you will be charged the applicable rental rates for the equipment until we are duly notified of the condition of the equipment. In the event that equipment is stolen or lost it is your responsibility to inform the police immediately and obtain a full police report.

1.9 You must agree to maintain all equipment in good and acceptable mechanical condition and working order. If any damage occurs to our equipment you will be charged a pro-rated amount of our market daily rate whilst the equipment is being repaired or serviced. Should you return equipment in a condition that is deemed unsatisfactory or the equipment is returned to our place of business in a condition that differs to the condition in which the equipment left us, you authorize Bokeh Rentals LLC to charge your credit card on file for any and all charges that may apply to return the equipment to its original state, or a billing statement will be issued that must be paid promptly.

2.0 You specifically acknowledge that Bokeh Rentals LLC has full title and ownership of all equipment rented, all equipment must be kept free of any and all liens, leases and encumbrances. You must not assign or pledge any of the equipment. You assume all and any loss, damage and injury associated with the leased equipment. You assume full liability for any and all circumstances use of the rented equipment.

2.1 If your file for bankruptcy or fail to make the payment for any and all rental charges when due, you will be in default. Bokeh Rentals LLC will terminate any and all current rentals and take repossession the equipment without any need for prior notice. At all times Bokeh Rentals has the right to enter any area in which our equipment is being held for the purpose of inspection or repossession.

2.2 Although not required of us, Bokeh Rentals LLC will attempt to work with you to resolve any issues with a rental. All refunds, store credit or exchange will be issued at the discretion of Bokeh Rentals LLC. We reserve the right to issue cancellation penalties of 10% of the value of the total rental agreed within 48 hours of the time of scheduled rental if you fail to pickup the agreed rental equipment at the agreed time.

2.3 When the customer signing this agreement is a corporation or LLC, the person executing the rental agreement on its behalf represents that he or she has full authority to bind said entity. If said authority is lacking the renter will be personally bound by its terms and personally liable for all damages caused by his or her lack of authority.

2.4 Renter consents jurisdiction thereof. The rental agreement is to be deemed to have been made in the County of Los Angeles, and will be interpreted in accordance with California State Law.

2.5 Accounts that are overdue and unpaid will incur a 3% per month agreement, 35% per annum cost.

2.6 A Photocopy or scanned image of this agreement shall be usable for all purposes as the original.

2.7 The terms of this agreement will remain in full effect and force for a period of 2 years. Once the equipment rental is completed and the equipment has been returned to Bokeh Rentals LLC free of all damage in original condition. You agree that this will cover all current and future orders placed with Bokeh Rentals without need for adjustment or amendment, unless superseded by a new signed rental agreement.

I have read and understood all pages of this agreement. including the Terms and Conditions, and agree to be so bound.

Signature _____ **Date** _____

Print Name _____

Print Company Name _____

Credit Card Authorization Form -

Company / Individual : _____

Credit Card **VISA** **MASTER-CARD** **AMEX**

Card Number : _____

Security Code : _____ **Expiration Date** _____

Credit Card Billing Address :

Address : _____

City : _____ **State :** _____ **Zip :** _____

Phone : _____ **Fax/Email :** _____

By agreeing and signing this document, I authorize Bokeh Rentals LLC to charge the credit card listed above for orders placed or fees associated in accordance with the rental agreement provided by Bokeh Rentals LLC.

I certify that I have fully read and understood all policies of Bokeh Rentals LLC, including but not limited to the Rental and Cancellation Policies, I also understand that I will be full liable for the above charges.

Signature _____ **Date** _____

Print Name _____

Print Company Name _____

