



2626 Brenner Drive, Dallas, TX 75220 / www.mldvideo.com
 214-654-9977 (voice) / 214-654-9980 (fax) / rentals@mldvideo.com

Welcome to MLD Equipment Rental. Thanks for considering us for your next project. To rent from us please complete, sign and return the following pages:

- Application (pg 1)** Basic information on you and/or your business, plus a credit card we can keep on file for security.
- Terms (pg 2)** Please read our terms carefully before signing as they are legally binding for all rentals.
- Exemption Form (pg 3)** Equipment rented in Texas for production of a motion picture, film, or video is exempt from sales tax by law. However, the State requires us to keep a signed Sales Tax Exemption Form on file regardless whether you are a tax exempt entity, or not.

Forms can be filled in electronically using Adobe Reader version 9.1, or later. If your copy of Adobe Reader doesn't support electronic forms, download the latest version for free at <http://get.adobe.com/reader/>. If you complete the forms by hand, please print legibly.

Once you've completed and signed the forms, make a copy of the front and back of your driver's license and credit card listed below; then save, or scan and e-mail all forms along with copies of your license and credit card to rentals@mldvideo.com. You can also print and fax them to 214-654-9980, or drop them off at our offices. Should you have any questions, or need additional information feel free to contact us at 214-654-9977, or 877-654-9977 (toll free). We look forward to the opportunity to be of service. Thanks again for choosing MLD.

APPLICATION & CREDIT CARD AUTHORIZATION/GUARANTEE

Business Information - PLEASE PRINT LEGIBLY			
INDIVIDUAL NAME		MAILING ADDRESS	
BUSINESS NAME (If Applicable)		CITY, STATE, ZIP	
PHONE		OTHER INDIVIDUALS AUTHORIZED TO RENT ON THIS ACCOUNT (List Name, Phone & E-mail)	
FAX			
E-MAIL (Very Important)		BUSINESS STRUCTURE	
TAX ID NUMBER (If Applicable)		CORPORATION PARTNERSHIP PROPRIETORSHIP	
IN BUSINESS SINCE	NUMBER OF EMPLOYEES	DIVISION/SUBSIDIARY PARENT COMPANY: _____	
Company Officials Responsible for Business Transactions			
NAME	TITLE	HOME ADDRESS	HOME PHONE
NAME	TITLE	HOME ADDRESS	HOME PHONE
ACCOUNTING CONTACT	E-MAIL (Very Important)	PHONE #'s (Extension, Cell, Other):	
I WOULD LIKE INVOICES DELIVERED BY ONE OF THE FOLLOWING METHODS			
ELECTRONICALLY (Please provide e-mail address above)		REGULAR MAIL	
Credit Card Info (American Express, Discover, MasterCard, Visa)			
INDIVIDUAL NAME ON CARD		BILLING ADDRESS	
COMPANY NAME ON CARD (If Applicable)		CITY, STATE, ZIP	
PHONE		I WOULD LIKE THIS CARD AUTOMATICALLY CHARGED FOR ALL RENTALS YES NO	
CARD NUMBER		EXPIRATION DATE	
Confirmation of Information Accuracy - Release of Authority to Verify - Authorization to Charge			
I HEREBY CERTIFY THAT THE INFORMATION IN THIS RENTAL APPLICATION IS CORRECT AND CAN BE USED BY MLD EQUIPMENT RENTAL, INC. TO DETERMINE WHETHER RENTAL PRIVILEGES WILL BE EXTENDED. I UNDERSTAND THAT MLD EQUIPMENT RENTAL, INC. MAY ALSO UTILIZE THE OTHER SOURCES OF INFORMATION, WHICH IT CONSIDERS NECESSARY IN MAKING THIS DETERMINATION.			
BY AFFIXING MY SIGNATURE BELOW I HEREBY AUTHORIZE MLD EQUIPMENT RENTAL, INC. TO USE THE CREDIT, OR DEBIT CARD ABOVE TO COVER CHARGES TO MY ACCOUNT FOR RENTALS, EQUIPMENT DAMAGE/LOSS, AND/OR PAST DUE ACCOUNT BALANCES.			
SIGNATURE	TITLE	DATE	

TERMS & CONDITIONS - MLD EQUIPMENT RENTAL, INC.

General

Prior to shipment, or delivery of equipment, the Customer (Lessee) acknowledges and agrees to the Terms and Conditions of MLD Equipment Rental, Inc., or MLD (Lessor) as follows:

- The Customer (Lessee) shall, at his own expense, protect, keep and maintain in their custody, the equipment herein rented, in a good state and in good order; as when received (ordinary wear and tear excepted). The equipment may only be used by qualified employees and/or agents of the Customer and in strict accordance with the use contemplated in the Rental Contract. The Customer shall not sub-lease said equipment, or assign this rental agreement to any other person, firm, or corporation. Said equipment shall at all times remain under the immediate exclusive control, supervision and direction of the Customer (Lessee).
- Equipment may only be used by duly qualified employees and/or agents who have a thorough working-knowledge of rented items. No allowance will be made for the Customer's inability to operate properly functioning equipment. There may be a Service Fee (\$95 per hour) for Technical Support Calls, and/or site visits to troubleshoot operator-related equipment malfunctions, or issues.
- The Customer (Lessee) agrees to assume full responsibility and liability for the safe keeping and return of the equipment herein rented to MLD's premises. Said equipment is used at the Customer's sole risk and the Customer will indemnify, hold harmless, protect, and defend MLD from any and all liability, claims, costs and expenses arising out of the Customer use, or possession of equipment. MLD neither assumes, nor authorizes any other person to assume for it any other obligation of liability in connection with such equipment, nor shall it be liable in any event, for any injury, loss, or damage directly, or consequently arising out of the use, or inability to use the equipment, whether used singularly, or in connection with other equipment.
- Customer shall, in a manner acceptable to MLD, show proof of adequate insurance (\$50,000 minimum) to cover the value of the rented equipment, including in-transit coverage equal to the replacement value of the equipment and loss of income (rental fees), provide a security deposit (bond, check, or credit card) equal to the value of the rented equipment, and shall abide by the Damage/Loss Limit terms set forth below. In the event rented equipment is damaged, or destroyed by any casualty, or is lost, stolen, or missing, the Customer shall be liable to MLD for the replacement value, or cost thereof as determined by the actual cost to MLD to replace, or repair the same, with no allowance for the reason that any part was not used by the Customer, subject however, to the terms of the Damage/Loss Limit Fee set forth below. The Customer specifically agrees that the value of the leased equipment, in the event of any loss, or damage during the rental period is the value as listed in the manufacturer's current price list. Acceptance of the return of rented equipment is not a waiver by MLD of any claims that the company may have against the Customer, nor a waiver against latent damage to the equipment.
- Reservations & orders may be cancelled at anytime up to 24 hours prior to delivery at no charge. Cancellations 24 hours, or less from delivery are subject to a 50% cancellation fee. Orders cancelled after delivery are subject to a half-day (.66 the day rate) for 1-day rentals and 1-day minimum charge for multi-day rentals.
- No rental allowance will be made for the reason that the equipment was not used by the Customer, or time lost due to delays in returning rented equipment to MLD by 10am on the date specified in the Lessee's contract. The Customer agrees to pay MLD a sum equal to the rental rate charges herein charged for the loss of use during the time that MLD is deprived of the equipment, computed to the date of restoration, whether or not the equipment is delayed in return, damaged, or missing.
- Unreturned equipment must be brought back or shipped to the MLD facility within two (2) business days of return date listed on the front of this contract. Any equipment not returned within this period will be replaced at the Customer's expense and charged to the credit card provided for the rental, or on file in the Customer's application.
- A Refundable Security Deposit may be required for each rental. MLD, in its sole discretion may apply part, or all of this security to unpaid rental charges, late fees, equipment damage or loss, as well as any other charges due under this Rental Contract. Refunds will be made in a timely manner after the equipment rented under this contract has been checked in and passed all quality tests.
- Recordable digital media such as memory cards, hard/solid-state drives, and other recording devices are immediately erased and reformatted upon rental return. The customer is solely responsible for ensuring their footage has been properly transferred, and/or backed-up prior to returning the equipment to MLD. All media and expendable sales for any order are final, no returns accepted. In the event raw, un-recorded digital media is defective due to a manufacturer defect, MLD, at its sole discretion, will provide a replacement of equal value.
- A signed original copy of these Terms & Conditions and Customer Application must be on file and approved by MLD before any equipment is released. All invoices and charges are COD; due and payable only in Dallas, Dallas County, Texas. Past due balances are subject to a 1.75% monthly finance charge (21% APR). MLD accepts cash, company and cashier's checks, as well as Visa, MasterCard, Discover, American Express and PayPal. Customer further authorizes MLD Equipment Rental, Inc. to use the credit, or debit card on file to cover any and all charges to their account for rentals, equipment damage/loss, and/or past due account balances.
- All returned checks are subject to a convenience charge of 10% of the total amount of check (\$25 minimum), plus any bank fees incurred. To secure payment due to MLD for past due rental charges, or damages, the Customer hereby authorizes MLD to secure any attorney in any court of record to seek judgment for such amount as may be unpaid and due. If there is any lawsuit involving this agreement, the winning party shall be entitled to compensation for reasonable attorney fees, court costs and other necessary expenditures. Customer (Lessee) is responsible and agrees to pay MLD for any state, or local taxes which may be levied upon the equipment, or use of the equipment listed in the contract.
- If the Customer (Lessee) shall default on any of the terms of this contract, or in making payments on time, MLD can seize said equipment. To safeguard it's assets if for any reason MLD believes this agreement will be impaired, MLD can declare this agreement terminated and may, without notice demand, by process of law, or otherwise retake possession of said equipment. For such purpose, MLD may employ electronic tracking devices to enable its agent's, or employees to enter upon any premises where said equipment may be and remove same, without being liable to any suit of action, or other proceeding by the Customer (Lessee). It shall be lawful for MLD, or its agent's at all reasonable times to enter the premises upon which said equipment is located for the purpose of viewing the state and condition of said equipment.
- MLD Equipment Rental, Inc. reserves the right to make changes to its Terms & Conditions for the purpose of modifying, revising and updating company policy at any time and without prior notice. Changes will be posted on the company website, www.mldvideo.com.

Damage/Loss Limit & ShockWatch

The Customer's financial responsibility is limited to a maximum of \$2,500.00 (\$5,000.00 while equipment is in the hands of a common carrier) for equipment damage and/or loss per each rental contract (subject to the exclusions below). The Damage/Loss Limit specifically excludes all damage and/or loss to equipment under the following situations for which the Customer shall remain fully responsible to MLD:

- up to \$2,500.00 regardless of damage, or loss
- up to \$5,000, regardless of reason, while equipment is in the hands of a common carrier
- lens scratches
- unauthorized internal adjustments, or repairs to equipment
- willful, or intentional misuse, or loss
- unexplained disappearance
- fraudulent, or dishonest acts
- warlike, or government action, such as confiscation, or seizure
- theft which is unreported by Customer to the police within 48-hours (MLD requires a copy of the police report)
- theft from any closed vehicle (such as a truck or van) is not covered unless the vehicle is locked & there are signs of forcible entry (MLD requires a copy of the police report)
- theft from a visually open vehicle (such as a station wagon, or sedan) is not covered under any circumstances
- any loss, or damage occurring outside the United States

Any piece of equipment returned to MLD with a ShockWatch label activated, or removed can be subject to an Engineering Inspection Fee (up to \$200) to determine if it has been damaged. If damage is found, the Customer will be liable for repairs under the terms listed above. In the event a ShockWatch is activated, or removed, MLD, and only MLD, has sole decision making authority in determining damages and repair costs associated with the ShockWatch activation, or removal. Removed ShockWatches are subject to a \$25 replacement fee.

International Rental

Rental equipment may NOT be shipped out of the United States without express written consent of MLD. The Customer may take rental equipment out of the United States if it is picked up and returned to an MLD facility and the Customer acknowledges the following:

- Customer is responsible for the registration of all equipment with U.S. and foreign customs. MLD will upon request provide a list of rented equipment consisting of brand name, description, manufacturer, country of origin and declared value.
- No rental allowance will be made for time lost in late returns due to delays in shipping, improper documentation, or impounding of equipment by Custom Agents for any reason. The services of a Customs Broker are strongly advised. All duties, tariffs, or other charges resulting from out of country rentals are the sole responsibility of the Customer (Lessee).
- All risk coverage (including confiscation & seizure coverage) of MLD equipment is required. The MLD Damage/Loss Limit does NOT apply to international rentals arising out of the use, or inability to use the equipment, whether used singularly or in connection with other equipment.

Agreement

By placing my name and signature below, I do hereby acknowledge that I have read, understand, and agree to all MLD Equipment Rental, Inc.'s Terms & Conditions.

Name/Company/Title

NAME

COMPANY & TITLE

Signature

DATE

Texas Sales Tax Exemption Certificate		
NAME OF PURCHASER, FIRM, OR AGENCY		
ADDRESS (STREET AND NUMBER, P.O. BOX OR ROUTE NUMBER)		
CITY, STATE AND ZIP CODE		
<p>I, the purchaser named above, claim an exemption from the payment of sales taxes for the taxable items described below or on the attached order or invoice from:</p> <p style="text-align: center;">MLD Equipment Rental, Inc. 2626 Brenner Drive Dallas, Texas 75220 (214) 654-9977</p>		
DESCRIPTION OF ITEMS TO BE PURCHASED (RENTED), OR ON THE ATTACHED ORDER OR INVOICE		
Cameras, lighting, recording equipment, and accessories used directly in the production of a motion picture or video.		
PURCHASER CLAIMS THIS EXEMPTION FOR THE FOLLOWING REASON		
Film, video, and/or motion picture production.		
<p>I understand that I will be liable for payment of sales tax, which may become due for failure to comply with the provisions of the state, city, metropolitan transit authority, city transit department and/or county sales and use tax laws and Comptroller rules regarding exempt purchases. Liability for the tax will be determined by the price paid for taxable items purchased or the fair market value for the period of time used. I understand that it is a misdemeanor to give an exemption certificate to the seller for taxable items which I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and that upon conviction may be fined not more than \$500 per offense.</p>		
PURCHASER (SIGN HERE)	TITLE	DATE

<p>NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle</p> <p><i>THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID</i></p> <p>Sales and Use Tax "Exemption Numbers" or "Tax Exempt" numbers do not exist</p> <p>This certificate should be returned to MLD Equipment Rental</p> <p>Do NOT send the completed certificate to the Comptroller of Public Accounts</p>
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