



TEN EIGHTY MEDIA

“Make the Show Happen”

New Account Packet

Welcome to Ten Eighty Media! Thank you for choosing us for your rental needs. We know that you can get gear anywhere, but we believe that the people behind the gear make the difference. We offer knowledgeable staff, equipment training, 24/7/365 customer support, engineering help and design consultation, along with our dedication to customer service. These aren't just words—we live by them. It is our goal to make sure that your rental experience is both painless and pleasant. Try us, and see how different the rental process can be—you won't be disappointed! Here are some things we do:

- Offer the lowest prices. We strive to help keep you under budget for your project. As you build your history with us, we help you by offering % discounts on your rentals.
- Offer 24/7 support. So, you're stuck in the middle of the night with a downed camera or bum light that you unfortunately rented from that *other* rental house, whose on-call guy is sleeping or purposefully avoiding your emergency call? Call us. We will do whatever we have to, to save the day (or night, in that case), and save your shoot.

Next time, we hope you will call us first, then we can bring you top of the line service from beginning to end of your shoot.

- Guarantee satisfaction. It's our goal to make sure you feel great about working with us. We will do everything in our power to make sure you are satisfied with every aspect of your rental experience. From the price, to the service, to the quality of the gear, we aim for 100% satisfaction. If you are unhappy, let us know. We will do our best to remedy any issues.

How else is Ten Eighty your #1 Choice in Rentals?

- We try and keep the costs down for shipping days. In most cases, you pay only for the time the equipment is actually in your possession, in use.
- We work with you on late fees. We know how hectic shoots can be. That's why we try to be understanding if you are running a little behind schedule. Call us. Usually we can work to avoid any late return fees.
- We treat every customer individually. We desire to foster long-term relationships with our clients. There is no big-box store mentality. We try to cut the red tape, confusing customer procedures, and large cash deposits that are often forced upon renters. Renting should be an easy and simple process, so that you can get on with your project.

If you have any questions regarding the above or following forms, please call us at 972-359-9999.

Customer Application

Company Name: _____

Contact Name: _____

Phone Number: _____ Fax: _____

Cell Phone: _____

Address: _____

E-Mail: _____

Website: _____

Driver's License: _____ State: _____

Credit Information

We require a valid credit card to be on file for all rentals, and for customers wishing to have a line of credit extended. Your card will not be charged for anything without your consent, unless you authorize us to do so.

Card Type: _____

Card Number: _____

Expiration Date: _____

Billing Address: _____

Authorization to charge credit card for rotating account
balances? Yes: _____ No: _____



TEN EIGHTY MEDIA

Terms and Conditions

Thank you for the opportunity to earn your business. We hope to make your rental experience pleasant and painless, and provide you with unparalleled service and support. It is our goal to treat you fairly, and to treat all customers equally and with goodwill. We strive to make your project a success, and will do whatever it takes to make your rental smooth. To that end, we have some general terms and conditions, to be acknowledged and agreed upon by you, the Customer (or Lessee), and us, Ten Eighty Media, the Lessor.

- Take care of the gear.** Ten Eighty Media inspects all equipment both prior to and after each rental. We strive to offer you the best kept gear in the industry. The Customer shall take care to protect and keep the gear safe at his or her own expense. Normal wear and tear is excepted and expected to a degree, but should the gear become lost, stolen, damaged or destroyed by any method (acts of God and terrorism included), The Customer shall be liable to Ten Eighty Media for full replacement value, or cost determined by Ten Eighty Media to repair or replace said gear.
- **Customer's liability.** Customer is liable for the safe transportation and return of rented equipment to and from Ten Eighty Media's premises.

Customer agrees to use rental equipment at Customer's own risk, and not hold Ten Eighty Media responsible for any loss, claim, injury or expense that may arise from the Customer's use or possession of the rented equipment. In the event that equipment rented from Ten Eighty Media malfunctions, Ten Eighty Media is to be held harmless from any and all liability.

- **Damaged Gear.** In the instance of the uninsured Customer damaging or losing gear, Ten Eighty Media will set the market value for the replacement or repair of said gear. Ten Eighty Media agrees to work diligently and honestly to repair or replace equipment at a reasonable price, not to exceed repair or replacement cost, plus 30%.
- **Sub leasing equipment.** Ten Eighty Media's rental equipment is not to be sub leased with out Ten Eighty Media's consent. Ten Eighty Media holds the Customer 100% liable for rented equipment, regardless of any sub lease agreement made with Ten Eighty Media's consent.
- **Operational error.** Time permitting, Ten Eighty Media is happy to offer basic operational instruction on rented equipment, however, Ten Eighty Media is not to be held liable for any operator error.
- **Equipment malfunction.** All rental equipment is thoroughly inspected by Ten Eighty Media before and after each rental. Should equipment malfunction occur, Ten Eighty Media shall not be held liable for any consequently occurring loss sustained by the Customer.

- **Rental agreement default.** Should the customer default on the rental agreement at any time, Ten Eighty Media can seize rented equipment at the expense of the customer. Should default be declared by Ten Eighty Media, Ten Eighty Media may without notice demand, by process of law or otherwise, retake said equipment. To this end, Ten Eighty Media, or its employee, may enter upon any premise where equipment may be, and remove equipment without being liable to any suit of action from the Customer.
- **Taxes.** The Customer is responsible for paying all state and local taxes which may be levied upon the equipment, or the use of the equipment.
- **Tape and Expendables purchase.** Due to the volatile nature of magnetic media, Ten Eighty Media will not accept returns on the sale of tape stock, nor will Ten Eighty Media be held liable in the event of purchased defective tape stock.
- **Cancellation Fee.** Reservations and orders can be cancelled without fee up to 24 hours before rental day. Short notice cancellations (less than 24 hours notice) may be subject to a 50% cancellation fee, solely at Ten Eighty Media's discretion. Orders cancelled after delivery or pick-up are subject to a 1 day rental rate.
- **Rental Insurance.** The Customer, at his or her option, must either provide valid rental insurance (including in-transit coverage) Equal to the value of the purchase price of the rented equipment, or take Ten Eighty Media's Loss/Damage Waiver as outlined in the next section.
- **Loss/Damage Waiver.** For Customers who do not have proper insurance for rented gear, Ten Eighty Media offers

a Loss/Damage Waiver, which is 14% of the Net cost of the rental. This is NOT insurance. This limits the Customer's financial responsibility to a max of \$2500.00 for equipment loss or damage per rental. Ten Eighty Media assumes all damage and repair charges exceeding the customer's \$2500.00 portion. The following situations void the Loss/Damage waiver agreement, and the Customer is fully responsible for all damages in these instances:

- Willful or intentional misuse.
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 - Uneducated misuse.
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 - Loss or damage due to vehicle theft.
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 - All damage while equipment is in the hands of a Common Carrier.
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 - Loss or damage outside the U.S.A.
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 - Seizure by Federal, state or local authorities.
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 - Loss or damage due to fraud.
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- **Payment of invoices.** All first time orders are COD. After that, credit limits and Net 30 terms can be established with Ten Eighty Media. We will require a valid credit card be held on file to open an account, in lieu of cash deposit. All invoices are due within 30 days of receipt. Payments are accepted by cash or personal, company or cashier's check, made payable to Ten Eighty Media, LLC.

- **Applicable Law.** These terms and conditions are governed by the laws of the State of Texas and shall in all respects be interpreted, enforced and governed under the laws of said State, except to the extent that the federal laws of the United States may otherwise apply. Customer hereby agrees that Collin County, Texas is the most convenient forum for any dispute arising out of these Terms and Conditions and stipulate that the exclusive venue for any purposes under these Terms and Conditions shall be within Collin County, Texas.

By signing this, you agree to the above terms and conditions.

Customer _____

By: _____

Printed Name: _____

Its: _____

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

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:

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:

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.

Purchaser, sign here	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" numbers do not exist.
 This certificate should be sent to the supplier.
 Do not send the completed certificate to the Comptroller of Public Accounts.