



MOTION PICTURE PRODUCTION SERVICES

RHINO STUDIOS
4000 NW 36 AVE. suite 101
Miami, FL 33142
Tel: 305.262.2230
Email: info@rhinostudios.com
www.rhinostudios.com

New Account

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Rental Agreement

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Credit Card Authorization

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Sample of Insurance Form



MOTION PICTURE PRODUCTION SERVICES



EQUIPMENT RENTAL AGREEMENT

THIS EQUIPMENT RENTAL AGREEMENT, entered into by and between ("You") the customer, and RHINO STUDIOS, Inc., on the date here in set forth below.

1) **TERMS & CONDITIONS:** These terms and conditions form part of the rental contract (the "Rental Contract") between ("you") the customer, and RHINO STUDIOS, Inc., the rental company and apply to all the equipment and/or vehicles (the "Equipment") rented by you. These terms and conditions constitute additional provisions of, and guides to interpretation of the Rental Contract. In the event of a conflict between these terms and conditions hereof and the Rental Contract, the terms of the Rental Contract shall prevail.

2) **PRE-PRODUCTION - TESTING THE EQUIPMENT:** You will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order. You may test the Equipment at the rental facility, on location, or at another place. YOU ARE CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT and therefore assume all risk of loss from the time that the Equipment is set aside from RHINO STUDIOS, Inc. general rental inventory for your use. You are responsible for any damage you cause to equipment, property or person(s), during testing. After completing your tests you must notify RHINO STUDIOS, Inc. of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify RHINO STUDIOS, Inc. of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

3) **WARRANTY OF AUTHORITY:** Customer hereby warrants it has authority to enter into this contract and that any person which it directs or allows to receive equipment from RHINO STUDIOS, Inc. and who shall sign for acceptance of said equipment is authorized by Customer to do so. Customer herein waives any obligation on the part of RHINO STUDIOS, Inc. to confirm said person's authority to act on behalf of the Customer.

4) **TRANSPORTING EQUIPMENT - PICK UP & DELIVERY: YOU PICK UP AND RETURN THE EQUIPMENT** at the rental facility, during business hours. IF YOU DO NOT PICK UP AND/OR RETURN THE EQUIPMENT AT THE RENTAL FACILITY YOU ARE RESPONSIBLE FOR TRANSPORTATION TO AND/OR FROM ANY LOCATION. At your request and expense, RHINO STUDIOS, Inc. may arrange shipment of the Equipment to your designated location. You are responsible for all costs (transportation charges, taxes, duties, brokers fees, bonds, insurance and any other costs) incurred during transit. RHINO STUDIOS, Inc. is not responsible for shipping delays once the Equipment is delivered to your carrier. RHINO STUDIOS, Inc. will not accept collect shipments from you.

5) **RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT: YOU ASSUME ALL RISKS OF LOSS.** Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, or storage on the rental facility's premises. YOUR RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED AND THE RENTAL TERM HAS EXPIRED.

Equipment will not be deemed to have been returned until all of the following conditions have been met: 1) property has been brought back to the premises during normal business hours; 2) an inventory has been completed and a missing and damaged list has been compiled, if needed; and 3) the term of the Rental Contract 6) **RESTRICTIONS UPON THE USE OF THE EQUIPMENT: USE BY QUALIFIED TECHNICIANS ONLY.** The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws. NO SUBLEASE BY YOU IS PERMITTED. You may not sublease all or any part of the Equipment without written consent of RHINO STUDIOS, Inc.

7) **DO NOT REMOVE SERIAL NUMBERS OR COVER COMPANY LOGOS:** You may not remove or cover over any serial numbers, tags, nameplates, or identifying logos on the Equipment showing ownership by RHINO STUDIOS, Inc.

NO WARRANTY OR GUARANTY: Except as provided by the law, Equipment is rented to you without warranty or guaranty of any kind, expressed or implied, and RHINO STUDIOS, Inc. assumes no responsibility unless agreed to in writing.

8) **EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD: AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS DEFECTIVE,** you should notify RHINO STUDIOS, Inc. of the problem and if necessary return the Equipment to RHINO STUDIOS, Inc., freight pre-paid, for evaluation. RHINO STUDIOS, Inc. will make a reasonable effort to repair or replace the Equipment in the shortest amount of time.

9) **LOSS AND DAMAGES:** Upon return of damaged equipment, RHINO STUDIOS, Inc. will make a determination of the extent of the damage and the required repairs. You and/or your representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, RHINO STUDIOS, Inc.'s judgment shall be conclusive upon you. Should RHINO STUDIOS, Inc. determine that the equipment must be replaced, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation.

10) **LOST, STOLEN OR DESTROYED EQUIPMENT:** In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available, without deduction for depreciation. AS SOON AS YOU REALIZE THAT EQUIPMENT IS MISSING, YOU MUST NOTIFY RHINO STUDIOS, Inc., AND FILE A POLICE REPORT. In all instances immediately report any missing, lost, or stolen equipment to RHINO STUDIOS, Inc. and file a report with the local authorities.

11) **RENTAL CHARGES AND LATE CHARGES: YOU MUST RETURN THE EQUIPMENT ON THE DATE SPECIFIED** in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract or up until 10:00AM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 10:00AM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment.

12) **IF YOU RETURN THE EQUIPMENT IN DAMAGED OR NON-WORKING CONDITION:** the lease period will be extended by the shortest reasonable time necessary to repair such damage or replace non-repairable equipment and return the item(s) to RHINO STUDIOS, Inc.'s general inventory. The extended rental period shall apply only to the damaged or non-working item(s), unless the item(s) forms a part of other equipment. There may be delays in repair or replacement attributable to causes beyond the RHINO STUDIOS, Inc.'s control. The acceptance of the return of the Equipment by RHINO STUDIOS, Inc. is not a waiver by RHINO STUDIOS, Inc. of any claims that it may have against you.

13) **RENTAL CHARGES FOR THE DAMAGED OR NON-WORKING ITEM (S):** shall accrue at full rental rate for the item(s) irrespective of any package discounts or other discounts agreed to at the inception of the Rental Contract, until the item(s) is repaired and/or replaced and the invoice for damages has been paid in full to RHINO STUDIOS, Inc.. If requested you shall advance the money in order to allow the RHINO STUDIOS, Inc. to repair or replace the equipment.

14) **WEEKENDS AND HOLIDAYS:** When on a daily schedule, you will be charged the daily rental rate for weekend days and Holidays if the Equipment is used. MINIMUM CHARGES. There may be minimum rental periods and/or special minimums applicable to Equipment to be used other than locally.

15) **CREDIT INFORMATION AND PAYMENT TERMS: THE TERMS OF PAYMENT** is based upon credit information you supply at the time of rental. Should there be any change in such information, you agree that RHINO STUDIOS, Inc. may demand immediate payment without prior notice. PAYMENT TERMS. Rental invoices and loss and damage invoices are payable upon receipt of invoice and not later than net 10 days. Payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, a past due or late charge of 1.5% per month will be applied to all past due accounts, which you are expected to pay. If the company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent.

RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE. Rental payments may not be applied to the purchase price of any equipment.

16) **CANCELLATION PENALTIES & POLICIES:** RHINO STUDIOS, Inc. shall be entitled to compensation, not to exceed the lease payments, for any losses that RHINO STUDIOS, Inc. may sustain because of your cancellation of all or part of an order.

In the event of cancellation when on a daily or weekly schedule, cancellation charges may apply in consideration of the rental company's preparing, holding in reserve or sub-renting equipment, facilities or vehicles on your behalf. By keeping RHINO STUDIOS, Inc. informed of your shooting schedule you could either minimize or avoid cancellation fees.

17) **TITLE AND OWNERSHIP:** You specifically acknowledge RHINO STUDIOS, Inc.'s superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

18) **RIGHT OF ENTRY AND INSPECTION:** RHINO STUDIOS, Inc. shall have the right to inspect the Equipment at any time during the rental term. You shall make any and all arrangements necessary to permit a qualified employee of RHINO STUDIOS, Inc. access to the location of the Equipment. If a breach of any of the provisions of the Rental Contract occurs, RHINO STUDIOS, Inc. has the right to remove all of the Equipment without any liability to you, and without prejudice to RHINO STUDIOS, Inc.'s right to receive rent due or accrued to, including the date of removal of the Equipment.

19) **INDEMNIFYING THE RENTAL HOUSE:** You agree to indemnify RHINO STUDIOS, Inc. and to hold RHINO STUDIOS, Inc. and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including legal expenses, arising from the use, condition (including, without limitation, latent and other defects) or operation of the Equipment, and by whosoever used or operated during the rental term. This indemnification shall continue in full force and effect during and after the term of the rental for causes arising during the term of the rental.

INITIAL HERE: _____



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EQUIPMENT RENTAL AGREEMENT

20) MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT: THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE in which the RHINO STUDIOS, Inc. is located. The Rental Contract shall be deemed to have been made in Miami-Dade County in which the RHINO STUDIOS, Inc. is located, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State in which the RHINO STUDIOS, Inc. is located. WHEN THE CUSTOMER IS A CORPORATION. The person executing the Rental Contract on behalf of such corporation warrants that he/she has full authority of such corporation to sign the Rental Contract and obligate the corporation.

DEFAULT AND BREACH OF TERMS: Each Rental Contract includes provisions for remedies in the event of default by you in payment of rent, or your breach of any terms of the Rental Contract, etc. Please read these sections in the Rental Contract carefully to understand your rights.

21) ENTIRE AGREEMENT: The signed Rental Contract and these Terms & Conditions constitute the entire agreement between you and RHINO STUDIOS, Inc.. Any changes must be made in writing and agreed to by both parties.

22) TERMS AND CONDITIONS APPLY: All of the preceding terms and conditions apply to Equipment that is rented from the Rental Company and is transported to a location outside the U.S.A.

23) SHIPMENT OUTSIDE THE U.S.A.: RHINO STUDIOS, Inc. will only allow shipment through an established Customs Broker, contracted by you. Said U.S. Customs Broker is to register the equipment with United States Customs, using a United States Customs Form 4455, prior to the Equipment leaving the U.S.A.

A certified copy of the registration form must be returned to the rental house OR said Customs Broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that you: "shall (1) return the said products described in the Carnet to the USA, or (2) pay such customs duties, excise taxes, and/or charges which may be imposed by any country for its failure to return said products". A certified copy of the Carnet must be returned to the renter. RENTAL HOUSE WILL PROVIDE AN ITEMIZATION OF ALL EQUIPMENT Listing: brand name; country of origin/manufacture; item; serial numbers; and replacement value. ALL BROKERAGE CHARGES AND SHIPPING CHARGES, fees and taxes are to be borne by you and prepaid prior to shipment.

RETURNING SHIPMENTS SHOULD BE CONSIGNED TO THE ORIGINATING CUSTOMS BROKER for clearance and re-entry into the U.S. In no cases is the Equipment to be shipped directly back to RHINO STUDIOS, Inc.. Returning shipments should contain instructions to the Customs broker regarding the disposition of the Equipment after clearing the U.S. Customs (i.e. deliver equipment to the Rental Facility, or to your U.S.A. address). YOU ACKNOWLEDGE THAT RENTAL CHARGES ACCRUE for time in transit, including the time Equipment may be in the hands of the designated Customs broker, or U.S. Customs Service. You acknowledge and agree that the payment of U.S. Import Duty Taxes, which may be levied for foreign made goods, is your responsibility, even though you followed the above procedures.

24) Customer agrees to return all rented "Media" (as defined below) to RHINO STUDIOS ("Company") with all "Recorded Content" (as defined below) securely and permanently erased. "Media" means any and all methods, processes or devices, whether now known or hereafter devised, by or onto which pictures, images, data and visual and/or aural representations are recorded or otherwise preserved for projection, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, CF/SD/SxS/SR Cards, Flash memory, Hard Drives, Solid State Drives, USB Drives and all present and future technological developments, whether produced by means of photographic, electrical, electronic, digital, laser, mechanical or other processes or devices now known or hereinafter devised. "Recorded Content" means any and all pictures, images, data and visual and/or aural representations that are recorded or otherwise preserved for projection, reproduction, retention, storage, exhibition, display or transmission, including, without limitation, time code and databases. Furthermore, Company is authorized by the Customer, but not obligated, to erase Media at any time upon its return to Company so that all Recorded Content is stripped and removed. Customer acknowledges that Company shall have no legal obligation to erase securely or otherwise) Customer's Recorded Content on any Media nor shall Company be obligated or expected to retain said Recorded Content for any period of time under this agreement. It is the Customer's sole responsibility and obligation to contract separately for the safeguarding and storage of their Recorded Content. Company is not responsible for the loss of Recorded Content from any cause whatsoever, including, but not limited to technical malfunction, physical damage, or errors on the part of Company employees, agents, representatives, contractors or sub-contractors, nor any consequential loss or damage of any kind whatsoever. COMPANY MAKES NO GUARANTY, REPRESENTATION, WARRANTY, EXPRESS OR IMPLIED, AND THERE SPECIFICALLY IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO BOTH THE MEDIA AND RECORDING EQUIPMENT. The Customer agrees to be solely responsible for the selection of their equipment and Media, including the reliability, durability and/or suitability of such Media and equipment for the purpose of recording or storing Recorded Content of any type. Data recovery is not offered under this agreement, and must be contracted separately with a data recovery vendor. In the event the Customer needs and/or wants to attempt recovery of Recorded Content from Media that has previously been rented by Company, upon Customer's request Company will return such Media to the Customer, subject to a rental charge, provided such Media is available. The Customer agrees that the Media, returned to them for data recovery, shall be considered to be "On-Rent" until the Media is returned to Company. The rental charge for the Media shall not be higher than the published rental rate of Company and shall be owed to Company regardless of whether the Customer was able to recover their data. Any special handling instructions, practices, compliance, security protocols, protections or safeguards, not provided for herein, must be defined in writing by the Customer and agreed to by Company prior to the return of the Media for any reason other than exchange for other Media or final return of Media to Company at the conclusion of the Rental Period.

BY SIGNING THIS DOCUMENT, I AGREE TO THE RECORDED CONTENT DISCLAIMER OF RHINO STUDIOS

PRINT NAME: _____ TITLE: _____
SIGNATURE: _____ DATE: _____

INITIAL HERE: _____



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Credit Card Authorization Form

Date: ____/____/____

Company Name: _____

Project Name: _____ Order#: _____

**I authorize RHINO STUDIOS, Inc. to charge my credit card
in the amount listed below:**

Order Total: \$ _____

3% non-refundable convenience fee to any orders over \$100.00:

Total to be charged: \$ _____

Name (As it appears on card): _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____/_____

Visa • MasterCard • American Express • Discovery

Card Number: _____

Expiration Date (MMYY): ____/____ Security Code: _____

Authorized Signature: _____

I authorize RHINO STUDIOS, Inc., to charge the credit card provided for:
-Payment of equipment rental, purchase or repair
-Security deposit for the Insurance deductible based on provided Insurance Policy

I have read the RHINO STUDIOS, Inc. Rental Agreement
and I understand that I will be held fully responsible for the above charges.

Cardholder's Name:: _____

Signature: _____ Date: ____/____/____

**PLEASE EMAIL THIS AUTHORIZATION FORM TO
INFO@RHINOSTUDIOS.COM
WITH COPIES OF YOUR CREDIT CARD (FRONT AND BACK)
AND YOUR DRIVER'S LICENSE OR PASSPORT.**



MOTION PICTURE PRODUCTION SERVICES



SAMPLE INSURANCE CERTIFICATE

EXAMPLE - PROPER CERTIFICATE OF INSURANCE

Certificate of Insurance Date: **MM/DD/YYYY**

Producer:
**Your Agent / Broker's Name
And Address Goes Here**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

Insured:
**Your Company Name
and Address Goes Here**

COMPANY **A** **Name of Insurance Company**

COMPANY _____

% _____

COMPANY **C** _____

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE PRODUCTS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	Policy # #12345678	Date MM/DD/YYYY	Date MM/DD/YYYY	GENERAL AGGREGATE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE \$1,000,000
	OWNER'S & CONTRACTOR'S PROT				PERSONAL & ADV INJURY \$1,000,000
					FIRE DAMAGE (Any one fire) \$50,000
					MEDICAL EXPENSE \$5,000
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE
	<input type="checkbox"/> HIRED AUTOS				
GARAGE LIABILITY	<input type="checkbox"/> ANY AUTO				AUTO ONLY - EACH ACCIDENT
					OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
C	EXCESS LIABILITY				EACH OCCURRENCE
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM LIST POLICIES COVERED UNDER UMBRELLA				
%	WORKERS COMPENSATIONS AND EMPLOYER'S LIABILITY				
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EA DIS DIS
OTHER		Policy # #12345678	Date MM/DD/YYYY	Date MM/DD/YYYY	Rented Equipment Limit \$250,000
					Deductible \$2,500

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate holder is named as Additional Insured and Loss Payee for Replacement Value as their interests may appear.

We MUST be named as this.

CERTIFICATE HOLDER CANCEL

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL **82** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS, OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE (SIGNATURE)
Your Agent's Signature