

Client Information					
Company or Individual Name			Prod	uction Type	
Street Address	City	State		Zip	
Business Phone Nbr	Mobile			Email Address	
Website Address					
Personal References					
1) Name			Phone Nbr.		
Street Address					
City	State			Zip	
Email Address					
2) Name			Phone Nbr.		
Street Address					
City	State			Zip	
Email Address				,	

Genera	al Information		
Do you r	require Purchase Orders or Reference Numbers?		
,	·	YES	NO
Person(s	s) authorized to place orders:		
,	•		
How did	you hear about us:		
0	BrDM Website		
0	Advertising Media		
0	Advertising Wedia		
0	BrDM Customer Referral		
0	Other		





Terms & Conditions Agreement

In consideration of credit being extended by **Blue Ribbon Digital Media** to the above named applicant be an individual, a proprietor, a partnership, or other entity, the undersigned guarantor(s) each hereby contracts and guarantees to **Blue Ribbon Digital Media** the faithful payment when due of all accounts of said applicants.

The guarantee shall continue in force until notice in writing, by registered mail, returned receipt requested, is received by **Blue Ribbon Digital Media.** Said notice shall specify date on which this guarantee is to be terminated; said date not to be less than seven (7) days prior to such notice is received. Such termination shall in no way release the undersigned as to any sum prior to termination.

Upon signing this Customer Profile, Client agrees to abide by **Blue Ribbon Digital Media** Terms and Conditions above and to pay all cost and expenses of collecting any outstanding amounts. These costs include, but are not limited to the minimum interest allowed by law on the past due amount, attorneys' fees, collection services cost, labor and expenses. Client agrees that returned checks shall carry a \$25.00 service charge. The laws of the State of Texas shall apply to this agreement and any causes of action arising from this agreement shall be heard solely in Harris County, Texas. Payments are to be in U.S. Dollars.

Date			
Signature	Title		
Printed Name			
Address	_ City	_ State	Zip
Mobile No	Driver License No	State	



11875 W. Little York Rd Suite 1101 Houston, TX 77041 832.672.8180 Office BlueRibbonDM.com

EQUIPMENT RENTAL AGREEMENT TERMS & CONDITIONS

(2 pages total)

- 1. Customer acknowledges that he/she has examined and tested the items of equipment listed herein and that the same are in good working condition and are free from visible damage and defect and accepts the same as in and without any rental reductions or claim. If Customer takes delivery of said equipment other than at Blue Ribbon Digital Media's facility, Customer will notify Blue Ribbon Digital Media within 24 hours that equipment is in good working condition and free from visible damage and defect and accepts the same as in. Therefore, Customer acknowledges that this equipment is rented without warranty or guarantee of any kind, expressed or implied, and that Blue Ribbon Digital Media assumes no responsibility, implied in fact or law, for the performance or non-performance of said equipment. Customer shall return said equipment to Blue Ribbon Digital Media, at Customer's expense, for exchange for other equipment, subject to availability, any item of equipment listed herein which subsequent to delivery becomes inoperable. The following provision shall not relieve Customer of responsibility in the event of damage, destruction or non-return:
- (a.) Use by Qualified Technician Only: The equipment may be used only by your duly qualified employees and/or agents in strict accordance with the use contemplated in this Rental Agreement.
- (b.) Notice of Deficiency: If Customer claims that any deficiency exists with the equipment, notice must be given to Blue Ribbon Digital Media of such deficiency within twenty four (24) hours of receipt of said equipment by Customer.
- (c.) Blue Ribbon Digital Media is not liable and or accountable for lost/damaged/DIT-DDL Transfers/Drives/CF Cards and/or aftermarket products of any kind that hold or store meta data from the camera and/or recording/capturing device.
- 2. This equipment, or any part thereof, may not be removed from the country of the United States of America, without the prior written consent of Blue Ribbon Digital Media endorsed herein. The equipment rented hereunder shall be used only by duly qualified employees and/or agents of Customer and in strict accordance with the laws of its location and with the use contemplated in the Agreement. Customer shall keep the equipment rented hereby in Customer's sole custody and shall not permit the rented equipment to be used in violation of any federal, state or municipal statutes, rules or regulations and shall indemnify and hold Blue Ribbon Digital Media harmless from any unless such fines, forfeitures or penalties arise out of or as result of Blue Ribbon Digital Media's negligence or willful misconduct for the violation of any statute, law, ordinance, rule or regulation of any duly constituted public authority. The equipment shall not be sublet or assigned without the prior written consent of Blue Ribbon Digital Media endorsed herein.
- 3. Return, Repair, or Damages: If any item of equipment is returned in a damaged or destroyed condition beyond "normal wear and tear" or if any of the equipment is not returned for any reason (including, but not limited to, destruction, confiscation, theft or act of God), Customer shall pay Blue Ribbon Digital Media within ten (10) days from date on invoice by Blue Ribbon Digital Media the retail replacement cost of such item(s), without deduction or adjustments for betterment, depreciation or wear. If any item is returned in repairable, but in damaged condition, Customer shall pay to Blue Ribbon Digital Media within ten (10) days invoicing by Blue Ribbon Digital Media the actual cost of such repairs. The decision to repair or replace the equipment shall be in the sole discretion of Blue Ribbon Digital Media. Not withstanding anything to the contrary, and when Customer and equipment is paid for by

Customer and equipment is actually repaired or replaced and available for renting, the rental for this down time period shall be computed at the rate of three times the daily rate per week. Customer acknowledges that there may be delays in repair or replacement that are beyond the control of Blue Ribbon Digital Media. Delays by the insurance carrier for the Customer shall not reduce or be grounds for any adjustments in the rental charged nor for the down time period calculation. The acceptance of the returned equipment is not to be deemed a waiver of any of the rights Blue Ribbon Digital Media may have or a waiver of any latent or patent damages to the equipment. Failure to pay for repair or replacement as set forth in this contract will be considered a breach of this contract, and Customer's reduction per Paragraph 5 shall no longer apply, retroactive to the date of this contract.

- 4. Rates and Late Charges: The terms of payment are based upon credit information at the time of rental. Should there be any change in such information Customer agrees that Blue Ribbon Digital Media is privileged to revise the terms of payment without further notice. The first rental day shall be the day of delivery to Customer. The last rental day shall be the date and time of return agreed to in the Additional Rental Agreement. If such return is after 10:00 a.m., an additional day will be charged. When on daily schedule, daily rate will be charged for Sundays and holidays if equipment is used.
- **5. Weekly Rate:** Weekly camera rates are based upon three times the daily rental rate. Providing there is no breach of any of the Terms and Conditions of this Agreement and/or the Additional Rental Agreement, and the Customer is current in its payment hereunder, then the weekly rate shall be reduced by (see original signed Rental Agreement). In the event Customer goes over the original return date and time specified in the Additional Rental Agreement, Customer shall be in breach of contract and the reduction shall no longer apply.
- **6. Credit:** Due to the fact that equipment is calendared for the time rented, no credit will be given for early return of the equipment contemplated by this agreement, nor shall customer be permitted to exchange the equipment. Any exchange of equipment shall require an additional Agreement, which shall not contain any credit for the unexpired rental time under this Agreement.
- 7. Late Returns: If Customer returns equipment to Blue Ribbon Digital Media after the agreed upon contractual time and date, the Customer shall be in breach of the Terms and Conditions of this Agreement; therefore, Customer shall have no discount and will continue to pay Blue Ribbon Digital Media the weekly rate outlined in Paragraph 5. The rate will be calculated from the date the contract originated until the equipment is returned to Blue Ribbon Digital Media.
- **8. Terms of Payment:** First-time rentals are subject to C.O.D. payment by credit card or Customer, payments are entitled to a net Thirty (30) days, unless otherwise stated on Additional Rental Agreement. After Thirty (30) days, accounts are considered past due and for each month or part of a month thereafter, an interest amount of 1.5% compounded daily on the balance due, plus an administrative charge not exceeding \$50.00 will be added. The prevailing party in any suit, legal proceeding, arbitration or other action brought arising in connection with this Agreement shall be entitled to recover all reasonable outside attorneys' fees and other reasonable legal expenses incurred in such proceeding or action, in addition to any other relief to which it may be entitled. Customer agrees to pay actual attorneys' fees and costs for the enforcement of any provision of this Agreement, whether or not a lawsuit is filed. Rental rates paid will not be applied to the purchase price of any equipment listed herein.

- 9. Title and Ownership: Customer specifically acknowledges Blue Ribbon Digital Media's superior title and ownership of the equipment and shall keep the equipment free of all liens, levies, assessments and encumbrances. Customer acknowledges that it shall be responsible for all taxes, transportation charges, duties, broker fees, bond and all other costs, fees and assessments imposed upon the renting or use of said equipment. Customer agrees not to remove or cover the tag or nameplate on equipment showing ownership by Blue Ribbon Digital Media
- 10. Right of Entry: Upon termination of rental period or upon breach of any provision thereof, or in the event of a proceeding in bankruptcy or assignment for the benefit of creditors with regard to Customer, or the levying of any legal process upon any item of equipment herein described, or upon any use of equipment in derogation or violation of Blue Ribbon Digital Media's superior title and ownership, Blue Ribbon Digital Media and its agents shall be at liberty at any time "upon reasonable advance notice" thereafter to remove all of said equipment without any liability for damage caused by any such entry for such purpose and without prejudice to Blue Ribbon Digital Media's right to receive rent due or accrued to and including date of removal of said equipment.
- 11. Indemnity and Liability: Customer agrees to indemnify Blue Ribbon Digital Media and to hold Blue Ribbon Digital Media harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including "reasonable outside" attorneys' fees (Losses) arising out of, or resulting from, the customer's use and possession, the personnel provided hereunder, including, without limitation, the delivery, selection, possession, use, operation, or return of said equipment, unless such Losses arise out of or as the result of Blue Ribbon Digital Media's negligence or willful misconduct, Blue Ribbon Digital Media shall not be liable for any loss or damage of any kind, or otherwise resulting from any delay, detention, late delivery, non-delivery, defect or deficiency in rented equipment or other materials supplied, stored, repaired, transported, received or processed, or the services of technicians, drivers, or any other personnel or service provided by Blue Ribbon Digital Media unless such loss or damage arises out of or as the result of Blue Ribbon Digital Media's negligence or willful misconduct.
- 12. Insurance: Customer shall, at its expense, at all times from the time of delivery of equipment to the Customer, maintain property damage insurance in the minimum amount of \$350,000.00 U.S. dollars and general liability insurance in the minimum of \$1,000,000.00 U.S. dollars with insurance companies satisfactory to Blue Ribbon Digital Media protecting Blue Ribbon Digital Media as an additional insured and providing for 10 days written notice to Blue Ribbon Digital Media before any policy shall be modified or canceled. Prior to pick-up of rental equipment, Customer shall deliver to Blue Ribbon Digital Media a Certificate of Liability insurance, naming Blue Ribbon Digital Media as an additional insured and loss payee with coverage satisfactory to Blue Ribbon Digital Media.
- 13. Failure to Pay: Should Customer fail to pay Blue Ribbon Digital Media or pay the cost of maintaining in force the insurance specified above or to provide Blue Ribbon Digital Media upon request with satisfactory evidence of the insurance, Blue Ribbon Digital Media may, but shall not be obligated to, procure the insurance, and Customer shall reimburse Blue Ribbon Digital Media on demand for its cost for said sum as well as any other expense or costs incurred by Blue Ribbon Digital Media as a result of lapse or cancellation of the required insurance and said acts shall constitute an immediate and automatic default by Customer under this Agreement.
- 14. Shipping Costs: All air or surface shipments of rented equipment made on behalf of Customer by Blue Ribbon Digital Media will be shipped collect for freight charges and insurance. All rented equipment returned to Blue Ribbon Digital Media by Customer must be shipped prepaid.
- **15. Screen Credits:** At Customer's discretion, screen credit shall be accorded. They are to be shown as follows: "Camera and Lenses provided by "BLUE RIBBON DIGITAL MEDIA".
- **16. Miscellaneous Aspects of the Rental Contract:** This Agreement shall be governed by the laws of the State of Texas and the County of Harris. The City of Houston shall be the venue for any legal action. Should any legal proceedings arise out of this Agreement, the prevailing party, in addition to any other recovery, shall be entitled to recover all reasonable expenses including attorneys' fees.
- 17. If Customer is a corporation or business entity, the person signing this Agreement on behalf of such corporation or business entity hereby warrants that he/she has full authority of such corporation or business entity, to sign this Agreement and obligate the corporation or business entity. Said person and the corporation or business entity shall be jointly and severally liable for all rentals, expenses, and costs and all other sums that may be at any time due and owing to Blue Ribbon Digital Media under the terms of this Agreement unless otherwise noted.
- 18. Customer hereby certifies that he/she has read and fully understands all provisions of this Agreement prior to executing this Agreement.
- 19. Blue Ribbon Digital Media hereby waives any right it has or may have to inhibit, interfere with, enjoin or seek to enjoin Customers' quiet enjoyment of the Picture, including the development, production, promotion, distribution and exhibition thereof.

This Agreement expresses the entire Agreement between the parties and any change there to must be in writing.

Production Company Name	
Individual UPM/Producer Signature	Date
Print Name	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

				E-MAIL	Ext): 512-33	3-3333	FAX (A/C, No)	512-333	-3331				
Austin, TX 78741				E-MAIL	Access to the second se			(A/C. No. Ext): 512-333-3333 (A/C. No): 512-333-3331					
NSURED						E-MAIL ADDRESS: myagent@gmail.com							
				PRODU	CER								
				CUSTOMER ID #: INSURER(S) AFFORDING COVERAGE					NAIC #				
Production Company L	INSURED			INCLIDE	INSURER A : ABC Insurance Company								
	Production Company USA						•						
78100 Katy Fwy Ste 200				INSURER B : XYC Insurance Company									
Houston, TX 77024				INSURE									
1100001, 11 11021					INSURER D :								
					INSURER E :								
				INSURE	RF:								
			NUMBER:				REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICI INDICATED. NOTWITHSTANDING ANY CERTIFICATE MAY BE ISSUED OR MA EXCLUSIONS AND CONDITIONS OF SUC	REQUIP Y PERT H POLI	REME TAIN,	NT, TERM OR CONDITION THE INSURANCE AFFOR LIMITS SHOWN MAY HAN	ON OF AN	Y CONTRACT THE POLICIE EDUCED BY	OR OTHER ES DESCRIBE PAID CLAIMS	DOCUMENT WITH RESP ED HEREIN IS SUBJECT	ECT TO V	WHICH THIS				
ISR TR TYPE OF INSURANCE		WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIM	TS					
GENERAL LIABILITY			A11111		01/01/2014	01/01/2015		\$	1,000,000				
X COMMERCIAL GENERAL LIABILITY	X	X	ATTEN TO THE PERSON NAMED IN COLUMN				DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,000				
CLAIMS-MADE X OCCUR	1^	1^					MED EXP (Any one person)	\$	5,000				
							PERSONAL & ADV INJURY	s	1,000,000				
							GENERAL AGGREGATE	\$	2,000,000				
GENL AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$	2,000,000				
POLICY PRO- JECT LOC								\$	2,000,000				
AUTOMOBILE LIABILITY ANY AUTO							COMBINED SINGLE LIMIT (Ea accident)	\$					
							BODILY INJURY (Per person)	\$					
ALL OWNED AUTOS							BODILY INJURY (Per accident)						
SCHEDULED AUTOS HIRED AUTOS							PROPERTY DAMAGE (Per accident)	S					
NON-OWNED AUTOS								S					
								\$					
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$					
EXCESS LIAB CLAIMS-MAI	E						AGGREGATE	s					
DEDUCTIBLE	1	1						s					
RETENTION \$	4							s					
WORKERS COMPENSATION							WC STATU- TORY LIMITS ER						
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/	7	_					E.L. EACH ACCIDENT	s					
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. DISEASE - EA EMPLOYE						
If yes, describe under							E.L. DISEASE - POLICY LIMIT						
B Third Party Property Damage	[v	T	B22222		01/01/2014	01/01/2015	Misc Equipment \$150,0	_	al Form or All				
B	X	X			01/01/2014	01/01/2015	Risk with replacement v		ar . Offir Of All				
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH	ICI ES /	Attach	ACORD 101 Additional Parant	ur Cahaduta	if man space in	(beginners							

Blue Ribbon Digital Media

11875 W. Little York Rd, Ste 1101

Houston, TX 77041

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Your Local Agent

CANCELLATION

© 1988- 2009 ACORD CORPORATION. All rights reserved.

CERTIFICATE HOLDER

insured for no less than \$150,000 replacement value.