

COD ACCOUNT APPLICATION

ACCOUNT INFORMATION



Effective Date: _____
Customer Name/Company Name: _____
Address: _____
Email: _____ Phone Number: _____

THE UNDERSIGNED, AN AUTHORIZED SIGNATORY FOR THE CUSTOMER, JOINTLY AND SEVERALLY AND INTENDING TO BE LEGALLY BOUND, HAVE CAREFULLY READ AND AGREE TO THE COD RENTAL AGREEMENT TERMS ON THE FOLLOWING PAGES. I AFFIRM ALL INFORMATION PROVIDED IS TRUE AND ACCURATE.

X _____

Customer Name (Printed): _____

APPROVAL MAY TAKE UP TO 24 HOURS AND IS CONTINGENT ON SUCCESSFUL VERIFICATION OF REFERENCES, INSURANCE, AND CREDIT

OPERATING HOURS: 9AM – 5PM (After Hours Fees may apply outside of Operating Hours)

FINALIZE DEADLINE: 2PM the day prior to Prep Date (Rush Order Fees may apply to changes past Deadline)

PLEASE HAVE ALL PAPERWORK COMPLETED AND SUBMITTED 24 HOURS BEFORE CHECKOUT:

- 1) Completed Rental Agreement
- 2) Trade References
- 3) Certificate of Insurance consistent with the Rental Agreement Terms

INSURANCE TERMS

Certificate of Insurance ("COI") must name "Expressway Cinema Rentals" as **additional insured and loss payee** evidencing insurance coverage for rented equipment, including a **waiver of any unattended vehicle provisions**, with limits exceeding the full replacement value of the rented equipment on each order throughout the full term of each rental as well as providing \$1,000,000 per occurrence and \$1,000,000 in the aggregate with respect to general commercial liability and property damage as required by the Rental Agreement Terms below. If renting a vehicle, COI must evidence coverage for "**Hired Non-Owned Vehicle Coverage**".

INCLUDED DOCUMENTS CHECKLIST

- ☐ Credit Card Front and Rear ☐ Certificate of Insurance
- ☐ Cardholder's Driver's License (Front and Rear)

CREDIT CARD DISCLAIMER

ALL CREDIT CARD TRANSACTIONS OVER \$500 WILL BE ASSESSED A 3.5% FEE.

I AUTHORIZE EXPRESSWAY TO CHARGE THE PROVIDED CREDIT CARD FOR ALL INVOICED AMOUNTS WITHOUT NOTIFICATION TO THE CARDHOLDER.

X _____
Cardholder signature _____ Date _____

TRADE REFERENCES

ALL NEW CLIENTS ARE REQUIRED TO PROVIDE TRADE REFERENCES. ACCEPTABLE REFERENCES INCLUDE:

Equipment Rental Houses, Production Companies, Film Professors, or any other Professional Film Industry References.

REFERENCE 1 Contact Information:

Name: _____ Company: _____ Email: _____ Phone: _____

REFERENCE 2 Contact Information:

Name: _____ Company: _____ Email: _____ Phone: _____

REFERENCE 3 Contact Information:

Name: _____ Company: _____ Email: _____ Phone: _____

COD RENTAL AGREEMENT TERMS

This **BLANKET RENTAL AGREEMENT** ("Agreement") is entered into on the Effective Date set forth above between Expressway Cinema Rentals ("Expressway") and the Customer listed above ("Customer").

1. *Equipment and Crew Rented.* Expressway agrees to rent to Customer and Customer agrees to rent from Expressway the Equipment, Vehicles, Services and Crew described in any and all estimates and invoices submitted by Expressway throughout the term of this agreement as outlined in paragraph 7, subject to the terms and conditions set forth herein.

2. *Credit.* If Customer's rental of equipment shall be used for production of a motion picture, Customer agrees to credit Expressway as "Camera, Lighting and/or Grip Equipment provided by Expressway," or language substantially similar thereto, in any versions of the motion picture in any medium now existing or hereafter devised, as well as displaying the logo for Expressway Cinema Rentals (to be provided to Customer by Expressway) therewith. Customer shall endeavor to require any assigns, licensors and/or similar entities, including but not limited to distributors, to adhere to the terms set forth in this paragraph, which shall coincide with the length of the copyright to the motion picture.

3. *Inspection by Customer.* Customer or a designated representative of the Customer shall thoroughly inspect the equipment for any damage, defects or failure to perform ("check-out") before equipment leaves Expressway's premises ("place of business"). If Customer finds any defects or damage to the equipment, or the equipment does not work in any capacity or fails to perform in any manner, Customer must inform Expressway of any such defect, damage, or non-performance, prior to equipment leaving Expressway's place of business. Should Customer fail to inform Expressway of any such defect, damage or failure of the equipment to perform, Customer shall thereafter assume all risk, responsibility and liability therefore, as set forth herein. The equipment shall be deemed to have been delivered in good working condition, free from damage or defects. Notwithstanding anything to the contrary herein, **CUSTOMER ACKNOWLEDGES THAT IT HAS INSPECTED THE EQUIPMENT AND THAT CUSTOMER'S TAKING POSSESSION THEREOF SHALL CONCLUSIVELY ESTABLISH THAT CUSTOMER ACCEPTS THE EQUIPMENT IN ITS "AS IS, WHERE IS, WITH ALL FAULTS" CONDITION, WITHOUT ANY OBLIGATION OF EXPRESSWAY TO MAKE ANY IMPROVEMENTS, ALTERATIONS OR REPAIRS THERETO. CUSTOMER ACKNOWLEDGES THAT EXPRESSWAY HAS MADE NO REPRESENTATIONS OR WARRANTIES CONCERNING THE EQUIPMENT OR ITS FITNESS FOR CUSTOMER'S PURPOSES**

4. *Definition of "Prep Date".* The preparation date of an order is listed on each quote as the Prep Date. Orders are to be picked up and Preps are to be begin no earlier than 1pm on the Business Day prior to the date of an order's Commencement ("Prep Date"), unless otherwise agreed to in writing by Expressway.

5. *Definition and parameters of "Commencement".* "Commencement" shall be conclusively deemed to occur upon the earlier to occur of the following (i) the Prep Date of a Confirmed quote has passed, (ii) the equipment leaves Expressway's facility, or (iii) a customer takes possession of the equipment.

6. *Definition of "Return Date".* The expected date of return is listed on each quote as the Return Date. Orders are due to be returned by no later than 11am on the Return Date listed on their Quote ("Return Date), unless otherwise agreed to in writing by Expressway.

7. *Term and Termination.* (i) The term of this Agreement shall begin upon full execution of this Agreement and continue indefinitely unless terminated by either party in writing and with 30 days notice ("Agreement Term"). This Agreement shall cover all orders placed with Expressway during the Agreement Term. (ii) The term of each order is determined by the Prep Date and Return Date requested and Confirmed by the Customer and listed on each Quote ("Order Term"). An Order Term does not end until all crew, equipment and vehicles have been returned, inventoried and fully inspected by Expressway.

8. *References.* Expressway reserves the right to contact any of the Trade References set forth on the following page to determine if it will enter into this Agreement. If Expressway determines that it is unsatisfied with any of the foregoing it may terminate this Agreement for any or no reason without penalty.

9. *Definition of "Business Day".* Business Days are standard terminology referring to the portion of the week that business is traditionally conducted in the United States of America. These days are as follows: Monday, Tuesday, Wednesday, Thursday and Friday. The weekend, including Saturday and Sunday, are not included as Business Days. A "Full Business Day" is 24 hours prior to the start of the next Business Day (12am), excluding weekends ie; One Full Business Day prior to a Monday Check-Out would be 12am on Friday morning.

10. *Definition of "Confirmed" Order and Deadline for Confirmation.* Confirmed orders are defined as any/all order(s) and date(s) that are verbally, written, and/or digitally approved and accepted directly to a representative or employee of Expressway by Customer or an authorized agent of the Customer. Orders are also considered fully Confirmed once they have left Expressway's rental facility or are in the possession of the customer, whichever happens sooner. Confirmation can happen at any time, but orders confirmed after 2pm on the day prior to the Prep Date ("Deadline for Confirmation") are not automatically guaranteed, and are subject to availability, substitutions, exclusions, and approval by Expressway.

11. *Definition of Rush Order and associated Fees.* Any order confirmed or changed after 2:00 p.m. (all times referred to herein are based upon Eastern Time) on the day prior to the Prep Date is considered a Rush Order ("Rush Order"). Orders confirmed or changed without adequate prep time cause additional work and expense in the preparation of those orders, as well as other customers' orders that are due to be filled on that same Prep Date. To accommodate that impact, Rush Orders may be subject to a \$250 Rush Fee and / or any expense that is required to effectively execute the order on time ("Rush Fee"). Rush Fees and any other additional expenses that would be incurred will be submitted to customer for approval (oral or written) prior to execution of the order.

12. *Truck Packages and Truck Prep Fees.* Packing the contents of an order into a truck and organizing Truck Packages is an extensive and detailed process that is subject to the preference and nuance of the technicians that will be using the Truck Package during the shoot. Expressway prides ourselves in delivering Truck Packages that are highly functional and packed efficiently. The efforts required by Expressway to effectuate the foregoing requires a greater amount of labor, oversight and expertise to fulfill ("Truck Prep"). A Truck Prep may be required for all orders loaded onto one of Expressway's trucks. Expressway recommends that a production send a hired technician to oversee and assist with a Truck Prep so all personal preference and nuance can be accounted for. If determined by Expressway to be necessary, and if a production can not hire its own technician to perform a Truck Prep on the Prep Date, Expressway may assign a technician to assist with the Truck Prep, for an additional fee ("Truck Prep Fee"). Any truck package not confirmed or finalized by 2:00 p.m. the day prior to the Prep Date will be subject to the Rush Fee. Any truck package that returns in an unacceptable manner that requires extensive labor to fix will be subject to a \$250 Truck Prep Fee. Evidence of an unacceptable pack will be submitted to customer. Truck Prep Fee and any other expense that would be incurred will be submitted to customer for approval prior to execution of the order.

13. *Equipment Rental Fee and other Payments.* Once Commencement has taken place, the "Balance Due" as set forth on the Quote shall be deemed fully agreed upon and due in full on the date determined by the "Terms" (Payment Terms) listed on the Quote. After Commencement, fees may be added to the same quote or ensuing quotes for, but not limited to, additions to the order, unforeseen costs required by customer, loss and damage, mileage, crew overtime, late fees, After Hours Fees, Rush Order Fees, and travel costs. If an Order is not returned to Expressway at its place of business or other designated location by the agreed upon Return Date, Customer shall pay to Expressway an amount equal to the sum of the full daily rental rate of each piece of equipment for each day after the scheduled end of the Order Term, plus any and all costs incurred by Expressway as a result of the delay with time being of the essence until equipment is returned. In addition, Customer may be asked to provide a refundable deposit in the amount of the insurance deductible or a greater amount if deemed necessary at the discretion of Expressway. Deposit shall be refundable to Customer upon the return of equipment in undamaged condition, subject to reasonable wear and tear and minus any direct costs incurred by expressway as a result of the delay. All payments are to be collected prior to Commencement of each order unless expressly agreed upon otherwise in writing (COD). Any payments not made COD are subject to an immediate 5% late fee recurring each month at the sole discretion of Expressway.

14. *Crew Services, Hours, and Compensation.* All crew and/or personnel provided to Customer by Expressway shall be directly supervised by, and the

sole responsibility of the Customer, and covered exclusively by the Customer's insurance and worker's compensation policy during the entirety of any rental Order Term throughout the Agreement Term. If Crew and/or personnel are provided to Customer by Expressway, a Crew Sourcing and Administration Fee will be applied to Customer's Order based on a percentage of Crew Rates throughout the term of that Order. Crew payments are due prior to commencement. Any Crew payments, overtime or additions paid after 15 days of commencement are subject to a mandatory 5% late fee each month. Customer Agrees to all Crew hours, treatment and compensation requirements as set forth below:

- All Expressway-provided crew rates are based on a ten (10) hour day.
- Overtime is calculated at 1.5x hourly rate after ten hours, 2x hourly rate after twelve hours, 2.5x hourly rate after 14 hours.
- Required travel time outside of scheduled production days are billable and required to be compensated.
- US Department of Transportation requires all Expressway vehicle rentals to be accompanied by an Expressway-provided Driver/Technician or a fully licensed Teamster. Expressway's Driver rate is based on a ten (10) hour day portal-to-portal. Driver overtime and turnaround requirements must be calculated with the driver's start and end times accounting for portal-to-portal hours.
- When crew is provided by Expressway, crew meals are required every day during production, every six (6) hours after Call Time. Crew meals are defined as breakfast, lunch or dinner break of at least thirty (30) minutes during production. Expressway reserves the right to charge \$15 per Expressway crew member, per every fifteen (15) minutes past the sixth hour until a meal is provided and/or any encroachment into the full (30) minute meal break.
- Crew are to be provided 10 hour turnaround between shooting days. For Drivers, portal-to-portal timing must be considered. Any hours encroached on a 10hr turnaround will be charged to client at 1.5x hourly rate for the number of hours encroached.

15. *Down Payment Policy.* All orders over \$5,000, including Expressway-provided Crew services, require a 50% non-refundable down payment toward the order total. Down payment shall be made in full prior to any start of work.

16. *Cancellation Policy.* Should Customer cancel or reschedule the Prep Date of a "Confirmed" order to a new Prep Date ("Cancelled"), the following Cancellation Fees will apply:

- Fees for all Confirmed orders over \$500:
 - Cancelled less than 1 Business Day(s) prior to Prep Date: 10% of rental total
- Fees for Confirmed orders over \$5,000:
 - Cancelled less than 1 Business Day(s) prior to Prep Date: 50% of rental total
- Fees for Confirmed orders including Crew and/or Vehicle Rental:
 - Cancelled less than 2 Business Day(s) prior to Prep Date: 100% of Crew total and 50% of Vehicle Rental Total.
- At the sole-discretion of Expressway Cinema Rentals, LLC and its employees:

Upon any cancellation, any Sub-Rental and/or Special Order fees incurred by Expressway Grip are the sole financial responsibility of the Customer.

17. *Care, Use, Maintenance, Repair and Risk of Loss.* Customer will provide adequate storage and care for all Expressway equipment and vehicles during the entirety of any rental Order Term throughout the Agreement Term, and keep them in good condition and working order. Customer shall insure that the equipment is used in accordance with the manufacturer's guidelines and shall not allow any use that would invalidate the manufacturer's warranties and/or maintenance services for the equipment.

18. *Risk of Loss and Damage.* For the entirety of every Order Term, Customer will be responsible for all risks of physical damage to or loss or destruction of the equipment while under Customer's care. If the equipment, or any part thereof, is damaged, lost, destroyed or rendered unusable, Customer shall promptly notify Expressway, and Customer shall pay to Expressway the

aggregate unpaid rent plus the repair or replacement value of the equipment including shipping, plus any loss of revenue incurred as a direct result, as reasonably determined by Expressway (the "Casualty Value"). If the rented equipment, or any part thereof, has been damaged while in Customer's care, custody and control, or during an Order Term, Expressway shall be entitled to keep any Customer Deposit, plus or minus the cost of any repairs to the damaged equipment.

19. *Insurance Requirements.* All crew, products, equipment, and vehicles provided by Expressway shall be the sole responsibility of the Customer and covered exclusively by the Customer's insurance policies during the entirety of any Order Term. Customer shall carry bodily injury and property damage liability insurance during the term of this Agreement in amounts and against risks customarily insured against by the Customer for equipment owned by it. Customer shall produce, at the time of rental, a certificate of insurance acceptable to Expressway in its sole and absolute discretion evidencing coverage for rented equipment with limits exceeding the full replacement value of the rented equipment on each order throughout the full term of each order as well as providing \$1,000,000 per occurrence and \$1,000,000 in the aggregate with respect to general commercial liability and property damage, which certificate specifically names Expressway as an additional insured and loss payee. Moreover, such policy shall contain a waiver of any unattended vehicle provisions. Customer is required to carry a worker's compensation policy covering all Expressway-provided crew during the entirety of every Order Term. If customer is renting a vehicle from Expressway, the COI must also evidence coverage for "Hired Non-Owned Vehicle Coverage".

20. *Indemnity. Waiver of Liability.* Expressway shall not be liable or responsible for the loss of or damage to any property left, lost, damaged, stolen, stored or transported by Customer, its agents, servants, employees, or any other hired person, during or after any Order Term. Customer agrees to hold Expressway harmless from and indemnify Expressway from any such loss or damage and waives all claims against Expressway by reason thereof. Customer shall defend, indemnify and hold harmless Expressway, its agents, assigns, representatives, officers, servants, and employees from and against any and all losses, liability claims, damages, injuries, demands, actions and causes of action whatsoever, including death to persons arising out of or related to any loss, damage or injury claimed by persons arising out of the selection, possession, renting operation, control, use, maintenance, delivery, return or other disposition of Expressway's equipment, Crew and services. Expressway assumes no liability or responsibility for any acts or omissions of Customer or its agents, servants, or employees. Customer shall notify Expressway immediately of any and all incidents, accidents and damage resulting from the transport, use, and/or operation of the equipment and Crew.

21. *No Agent.* Customer shall in no event be deemed the agent or employee of Expressway in any manner or for any purpose whatsoever. Expressway shall in no event be deemed the agent or employee of Customer in any manner or for any purpose whatsoever.

22. *Non-Waiver.* If any provisions of this Agreement are waived or any person or circumstance is held invalid or unenforceable, the remainder of the Agreement and the application of such provision to other persons or circumstances shall remain valid and enforceable. Either party's failure to enforce any of the terms or conditions herein or to exercise any right or privilege, or either party's waiver of any breach under this Agreement shall not be construed to be a waiver of any other terms of this agreement.

23. *Representations and Warranties of Customer.* Customer represents and warrants that execution, delivery and performance of this Agreement by the Customer has been duly authorized by all necessary corporate action; that the individual executing such was duly authorized to do so; and the Agreement constitutes a legal, valid and binding obligation of the Customer enforceable in accordance with its respective terms.

24. *Default/Remedies.* In the event Customer fails to make payment or violates any of the terms of this Agreement Expressway may exercise any remedies available to it under law and/or equity. If Expressway brings any such action against Customer as a result of such violation, Customer shall pay all fees and costs incurred by Expressway in connection therewith including paying all attorney's fees and court costs.

25. *Governing Law.* This Agreement shall be governed by the laws of Expressway's place of business without regard to those laws relating to conflict of laws.