

Picture This Production Services & Stage New Account Application

Date:

To:

Fax Number:

From:

Company:

Pages:

Fax:

Thank you for your interest in establishing an account with Picture This Production Services, Inc. (PTPS). Below outlines the application and insurance requirements.

New Account Application requirements:

The New Account Application, Resale Certificate Form and the PTPS Rental Agreement must be completely filled out and signed by an officer of the company. Credit and Bank References and if applicable, your state provided Exemption Certificate may be attached on a separate sheet. If you would like to keep a credit card on file, complete the Credit Card Authorization Form. Please note, the credit card holder must also sign the Rental Agreement. The credit approval processes may take several days.

Insurance Requirements:

Customer needs to be listed as Insured. Account must be opened under the same company name the Insurance is issued to.

Insurance Certificate must be received before equipment checkout or sound stage entry.

Picture This Production Services, Inc. must be listed as the *Certificate Holder*.

Insurance coverage period **must** extend 1 month past the rental ending date.

Insurance Coverage must be for **Full Replacement Value** of the Rental Equipment

Picture this Production Services, Inc. must always be listed as **Additional Insured** and **Loss Payee**.

This requires the purchase of Liability and Property coverage.

If equipment is going outside the United States, you will need established worldwide coverage.

Policy Number, effective date and date of expiration are needed on the insurance form.

See Rental Agreement for complete insurance requirements.

Once completed, please fax your Application Package to Picture This Production Services, Inc. at 503-236-2302 or mail to 2223 NE Oregon Street, Portland, OR 97232. Forms include:

Signed New Account Application

Signed Rental Agreement

Certificate of Insurance

Resale Certificate Form or state provided Exemption Certificate

Signed Credit Card Authorization Form

Thank you for your business

New Account Application

Please complete these forms, print, sign and fax back to 503-236-2302

Legal Name:

Phone No:

Dbas:

Fax No:

Street Address:

Cell Phone No:

City/State/Zip:

Website Address:

Billing Address:

Resale No:

City/State/Zip:

Please provide a copy of Resale Certificate

Type of Business:

No. of Employees:

Principals

Name:

Home Address:

Drivers License #:

State:

Name:

Home Address:

Drivers License #:

State:

Type of Ownership: Sole Proprietorship Partnership LLC Corporation
State of Inc. _____

TIN:

D&B#:

Number of years in business:

Ever file for bankruptcy?

Disposition:

Insurance Company:

Phone No:

Contact Name:

Authorized Users on the Account

Name:

Phone:

Email:

Name:

Phone:

Email:

Name:

Phone:

Email:

Do you require PO's?

How did you hear about us?

Credit Card Authorization Form

Credit Card First Use: If using a credit card for payment and/or security for the first time, cardholder must appear at the rental office in person and provide appropriate identification.

We accept the following credit cards: Visa, Master Card and American Express.

Cardholder Name:
Credit Card Bank Name:
Credit Card Number:
Expiration Date:
CC Bank Phone Number:
Security ID Code:
(3 digit number on back of card)

Please enter the address where you receive the monthly bill for the above card:

Street Address:
City:
State/Zip Code:
Home Phone:
Office Phone:

CELL PHONES ARE NOT ACCEPTED

I hereby authorize _____ to pick up equipment and I, take full responsibility for payment and any damage that might occur.

Signature

**PLEASE PROVIDE PHOTO COPY
FRONT AND BACK
OF YOUR DRIVER'S LICENSE AND CREDIT
CARD(S) AND ATTACH SHEET**

I HEREBY AUTHORIZE Picture This Production Services, Inc., to charge the credit card above for payment, security deposits, and insurance deductibles. I declare that the information that I have provided is correct.

Signature

Date

- 17. SUBLEASE BY LESSEE:** The grant by Lessee of a sublease of the Property shall not effect Lessee's obligation to procure insurance for the benefit of Lessor as provided herein nor shall such Sublease otherwise effect or diminish any of Lessee's obligations under this Agreement.
- 18. REMOVAL FROM STATE/U.S.:** Lessee shall not remove the Property from the State of Oregon or the United States of America without Lessor's prior knowledge.
- 19. ATTORNEY FEES:** Lessee hereby agrees to pay all of Lessor's attorney's fees and costs actually incurred by Lessor in enforcing the Terms and Conditions of this Agreement, regardless of whether or not a legal action is filed.
- 20. PLACE OF CONTRACT, VENUE AND APPLICABLE LAW:** This Agreement shall be deemed entered into at Lessor's principal place of business located in the county of Multnomah in the city of Portland in the State of Oregon.
- 21. INCORPORATION BY REFERENCE:** This Agreement and any attached or future Equipment Schedules are incorporated by reference and made an integral part of the Agreement. This instrument and any such Equipment Schedules constitutes the complete agreement between the parties as to the issues covered herein. Further, no agreements, representations, or warranties other than those specifically set forth in the Agreement or in the attached Equipment Schedule(s) shall be binding on any of the parties unless they are also set forth in a writing that is signed by both parties.
- 22. SECURITY DEPOSIT:** Lessor may, at Lessor's option, require Lessee to give Lessor a security deposit in an amount determined by Lessor. Said security deposit, if done by credit card charge shall be final. Lessee and/or charge card holder waive all rights to dispute charges with the credit card company and agree to resolve disputes as if the charges were made as cash payments. In the event that the credit card company fails to honor Lessor's charges for any reason, or if the available credit is insufficient to cover the claims of Lessor under this Agreement, Lessee shall remain absolutely liable for the full amount of the claims. The election by Lessor to request and accept a security deposit in lieu of a proof of insurance certificate from Lessee, or for any other reason, does not constitute a waiver or limitation by Lessor of any of Lessor's rights or Lessee's obligation under this Agreement.
- 23. TITLE AND OWNERSHIP:** This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. Lessee specifically acknowledges the Lessor's superior title and ownership of the Property and must keep the Property free of all liens, levies and encumbrances.
- 24. SURRENDER:** Upon the expiration or earlier termination of this lease, Lessee shall return the Property to Lessor in the same condition as at the delivery to Lessee, ordinary wear and tear excepted. Lessee does hereby grant Lessor an option to terminate this agreement on twenty-four hours notice.
- 25. INSPECTION:** Lessor shall have the right to inspect the equipment or observe its use at all reasonable times.
- 26. SEVERABILITY:** The provision of this Agreement shall be severable so that the invalidity, unenforceability or waiver of any of the provision shall not affect the remaining provisions.
- 27. TERM OF AGREEMENT:** Unless otherwise specified in writing, the Property shall be leased on a day-to-day basis and all rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is "delivered" to Lessee and the time it is "returned" to Lessee. Lessee agrees to return the Property on the date and time specified on the equipment schedule. If Lessee fails to return the Property by the return date specified, Lessee is liable for the daily rental cost of the Property until it is returned. Unless otherwise stated in writing, a full additional day's rental will be charged for any Property not returned by 10AM on the due date. The rental fee payable for any item of Property shall be the Lessor's standard daily rental rate for such equipment. Lessor's standard daily rates are subject to change at any time without notice. Lessor may discount rates upon their discretion. Discounts may be revoked at any time. All rates are FOB Lessor, and Lessee is responsible for all shipping and delivery charges. No allowance will be made for items delivered to but not used by Lessee.
- 28. PAYMENT AND CHARGES:** Rental rates are offered to Lessee based upon Lessee's credit information available to Lessor at time of rental. If Lessee's credit information is incorrect or changes during the course of a rental, Lessor may revise the applicable rate without notice. Lessee agrees rental invoices and loss or damage invoices are payable upon receipt of invoices or use of equipment. Any discounts granted by Lessor may be revoked at any time on any subsequent rental. If credit card is supplied by Lessee to Lessor, Lessee acknowledges and grants Lessor the unequivocal right to recover from Lessee's credit card immediately and/or consecutively any charges or amounts due Lessor until paid in full. Lease payment may not be applied to the purchase, repair or replacement cost of the Property.
- 29. INTEREST CHARGES:** Monetary balance unpaid by Lessee and unpaid claims by Lessor against Lessee shall bear interest at the rate of 1.5 percent per month until paid provided, however, that if such interest rate exceeds the maximum amount allowed under the laws of the state of Lessor's applicable then that maximum amount shall instead apply.
- 30. CANCELLATION:** In the event of cancellation, charges may apply in consideration of Lessor's preparing, holding in reserve or sub-renting equipment or personnel on Lessee's behalf. Lessor shall be entitled to compensation for any expenses sustained because of full or partial cancellation of order. Cancellation is subject to payment of the first-day rental or forfeiture of deposit, whichever is greater.
- 31. DEFAULT:** In the event Lessee shall fail to make any of the lease payments when due or shall fail to perform any other covenant or condition hereof to be performed by Lessee or any of the events described in this Agreement, Lessor may, in addition to all other remedies provided by law, exercise any one or more of the following, with or without demand, notice or legal process.
- a. Recover from Lessee all sums due,
 - b. Repossess the Property (by entering upon Lessee's premises, if necessary) without liability for trespass, or responsibility with respect to the Property or to any article left in or attached to same; and recover from Lessee all damages sustained by Lessor as a result thereof;
 - c. Recover from Lessee any and all damages which Lessor shall have sustained by reason of non-performance by the Lessee of the terms and conditions of this Agreement.
 - d. Retain free from any claim by Lessee, all payment or other property theretofore received under this Agreement.
 - e. Recover from Lessee all expenses incurred by Lessor in protection of its rights under this Agreement, including, without limitation, attorney's fees, court costs, and costs of location, repossessing, repairing, reconditioning and storing the Property.
- 32. BANKRUPTCY:** Neither this Agreement nor the Property is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended, is commenced by or against the Lessee, or if the Lessee is adjudged insolvent, or makes any assignment for the benefit of his creditors or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Lessee is a party with authority to take possession or control of any item or items of the Property, Lessor shall have and may exercise any one or more of the remedies set forth in Section 3 (DEFAULT) hereof. This Agreement shall, at the option of the Lessor, without notice, immediately terminate and shall not be treated as an asset of Lessee after the exercise of said option and Lessor shall recover from Lessee any and all costs or damages associated with recover of the Property.

By signing Lessor and Lessee agree to the above terms and conditions. Each warrants to the other that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

DATE: _____

DATE: _____

X _____
Authorized Representative of Lessee

X _____
Authorized Representative of PTPS

Print Name: _____

Print Name: _____