

# Q U I X O T E

This is a binding agreement between Quixote Studios & below signed Renter.

By signing, Renter understands & agrees to abide by the conditions & terms described herein.

#### Insurance:

Please fax or email a certificate of insurance naming Quixote Studios as additional insured and Loss Payee, two days prior to the start of the job. Renter shall furnish insurance certificate with the following minimum limits:

Comprehensive Liability (to include misc rented equipment) and Auto Liability in the amount of \$1 million per incident for both Bodily Injury and Property Liability. Renter must also demonstrate they have Worker's Compensation Insurance.

### Terms:

- · All payments are due in full at the conclusion of the shoot, unless terms have been established (usually after 3 bookings).
- Clients with delinquent accounts are required to pay account balance in full, prior to commencement of a new shoot, unless other arrangements are made
- Renter must have current credit card authorization form on file. Quixote Studios has the right to charge all amounts that are 60 days past due to renter's credit card.

#### Responsibility:

- All equipment is offered for inspection. Failure to inspect waives Renter's right to claim equipment was not in conformity with those requested & in a good state of repair at the time of delivery.
- Renter agrees to pay for repairs of damage beyond normal wear & tear. If any rented equipment is lost, destroyed, damaged beyond repair or for any reason not returned to Quixote Studios, Renter agrees to replace said equipment with new equipment of similar kind or pay Quixote Studios the replacement value of the same.
- If Quixote Studios discovers that after the rental equipment is returned, that same has been damaged or has parts missing, Renter shall pay all repair costs or replacement part costs of rented equipment.
- Renter may also be liable for loss of income equal to the base rental rate of lost/damaged property or equipment multiplied by the number of days required to repair or replace the lost/damaged item.
- If Renter fails to return equipment when due or pay rental thereof, Quixote Studios may declare Renter in default & shall have right to take said equipment from Renter & recover all damages, rental, costs, & reasonable outside attorney's fees. Renter waives any claim for damage resulting from such action.

## Indemnity:

• Customer agrees to indemnify, defend and hold harmless Quixote Studios and its officers, employees, agents, and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the equipment rented and by whomsoever operated at the direction of the Customer, Customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the Job Confirmation.

## **Cancellation Policy:**

• By signing this Job Confirmation; Renter agrees to pay the daily rate for each item booked regardless of cancelation. Whenever possible, Quixote Studios with rent the canceled item to another client & waive the fee for the original renter.

Shoot Dates:	Project Name:				PO #:
Company Name:					
Complete Billing Address:					
Billing Contact Name:	Phone #:			Billing Email:	
Print Your Name:	Signature:				
Charge Credit Card On File (At end of shoot)?:					