



an ARRI Group Company

**CREDIT APPLICATION**

Business Name: \_\_\_\_\_  
Trade name or DBA: \_\_\_\_\_  
Mailing address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Year Started: \_\_\_\_\_  
Type of business: Corporation: \_\_\_\_\_ Partnership: \_\_\_\_\_ Sole proprietorship: \_\_\_\_\_  
Name of Parent Company: \_\_\_\_\_  
Has this company been set up solely for one production: \_\_\_\_\_ Finish date: \_\_\_\_\_

**Purchase order required?:** \_\_\_\_\_

Name of persons authorized to make purchases or sign purchase orders:

\_\_\_\_\_

Has applicant ever filed a voluntary petition in bankruptcy?

NO: \_\_\_\_\_ YES: \_\_\_\_\_ YEAR: \_\_\_\_\_

**INFORMATION ON OFFICERS/OWNERS**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**BANKING INFORMATION**

Bank name: \_\_\_\_\_ Checking Acct #: \_\_\_\_\_

Address: \_\_\_\_\_ Savings Acct #: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Account Officer: \_\_\_\_\_

**TRADE REFERENCES**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_ Fax: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact: \_\_\_\_\_

**Business Name:** \_\_\_\_\_

**Trade references continued .....**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_ Fax: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Contact: \_\_\_\_\_

\*\*You are hereby authorized to request all necessary credit information from the references given on the above credit application and agreement, to assist in your extension of credit to the undersigned.

The said persons, bank and/or companies are hereby authorized and directed to release such information to you upon request.

In the event that you receive a photocopy of this authorization, it should be treated as an original and the requested information should be released.

**Signature:** \_\_\_\_\_ **Date signed:** \_\_\_\_\_

**Print name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

ILLUMINATION DYNAMICS, INC. PHONE: (818)686-6400 FAX: (818)686-7099

## Terms and Conditions

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1. Lessee (The Customer) \_\_\_\_\_ has selected the “Equipment” without any suggestion or recommendations of Illumination Dynamics, Inc. and Lessee understands that Illumination Dynamics assumes no responsibility for the “Equipment” as being fit for any particular purpose whatsoever. Lessee agrees that the “Equipment” selected by them is fit for their intended use and purpose. Illumination Dynamics represents and warrants as follows: (1) the “Equipment” is free from known defects and to the best of Illumination Dynamics’ knowledge is in good working order; (2) Illumination Dynamics is responsible for any repair and maintenance of the “Equipment” necessitated as a result of (a) any breach by Illumination Dynamics of any term, representation, or warranty under this Agreement or (b) the negligence or willful misconduct of Illumination Dynamics, its employees, agents or contractors; (3) (if applicable) all services provided by Illumination Dynamics will be performed in a professional, timely and competent manner; (4) Illumination Dynamics has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, as well as all applicable manufacturer’s specifications. Lessee represents and warrants as follows: (1) that the “Equipment” is rented to Lessee without any warranty or guaranty of any kind, express or implied; (2) that Lessee agrees that Illumination Dynamics shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, delays; (3) Lessee is responsible for any inspection, repair and maintenance of the “Equipment” necessitated as a result of Lessee’s usage of the “Equipment”, including, without limitation, as a result of the negligence or willful misconduct of Lessee, its employees, agents, or contractors; and (4) Lessee has complied and will continue to comply with all applicable federal, state and local laws, rules, regulations, ordinances, licensing requirements and business codes, and manufacturer’s recommendations as to the safe use of the “Equipment”.
2. On condition of Illumination Dynamics representations and warranties above, Lessee acknowledges that it has inspected and tested all “Equipment” at the time of rental and that all “Equipment” is in good and working order and acceptable to Lessee. Lessee represents and warrants that they will process and/or view their footage daily.
3. Illumination Dynamics, Inc. shall not be responsible to Lessee for any claims by Lessee for alleged loss of profits, damages, delays, expenses or any claim whatsoever to have arisen out of Lessee’s use of “Equipment”. In the event “Equipment” is not functioning and/or damaged Lessee shall notify Illumination Dynamics, Inc. immediately in writing of any malfunction and/or alleged damage of any “Equipment”. Illumination Dynamics, Inc. shall have the option of substituting other like “Equipment” in exchange for the returned “Equipment” or cancelling this agreement and recalling all “Equipment”. The rental charges for all “Equipment” so returned to Illumination Dynamics, Inc. shall be abated from the time of acceptance and return. Likewise, rental charges shall accrue and be owed for any replacement “Equipment”.
4. Lessee shall only allow the “Equipment” to be used by duly qualified and/or licensed technicians and only in strict accordance with its intended use. Lessee shall keep the “Equipment” in their sole custody and shall not permit the “Equipment” to be used in violation of any laws.
5. Lessee assumes all risk of loss whether or not covered by Lessee’s insurance, except to the extent of any loss arising from Illumination Dynamics breach of any representations or warranties made herein, or from the negligence or willful misconduct of Illumination Dynamics, its employees, agents or contractors. Lessee is deemed to have taken constructive possession of the “Equipment” the moment the “Equipment” is in Lessee’s custody and control (i.e. Lessee has picked up the “Equipment” from Illumination Dynamics or Illumination Dynamics has delivered the “Equipment” to Lessee). Lessee’s responsibility shall include, but not be limited to, risks while in transit, (if Lessee has picked up the “Equipment” from Illumination Dynamics), at all locations named and unnamed, at all studios and while in use, while on Lessee’s premises and while in Lessee’s use and while in storage on the rental facility’s premises for the benefit of or at the request of the Lessee (Except Lessee shall not be responsible for physical damage to the “Equipment” arising from Lessor, its employees, agents or contractors). Lessee is responsible for picking up and returning “Equipment” to/from rental facility during normal business hours.

6. If the Lessee does not pick up and/or return the "Equipment" at the rental facility, Lessee is responsible for the cost of transportation, while Illumination Dynamics is responsible for the risk of loss for "Equipment" in transit if Illumination Dynamics has delivered or picked up the "Equipment" to/from Lessee.

7. Lessee is responsible for all property (including by not limited to camera(s), props, sets & wardrobe) stored and/or transported by Illumination Dynamics for Lessee's ultimate use. Illumination Dynamics shall be acting as the agent of Lessee in storing and/or transporting property which belongs to third parties. All risk of loss to third party property which is transported or stored by Illumination Dynamics for the benefit of Lessee shall be the responsibility of Lessee.

8. Lessee must insure all Equipment and/or Vehicle(s). Lessee shall at their expense, and at all times during the rental, maintain in full force and effect insurance covering all Equipment and/or Vehicle(s) rented, from all sources, for the full replacement cost without deduction for depreciation, except Vehicle(s) which are valued at actual cash value, and for loss of use (rents) of the Equipment and/or Vehicle(s). Lessee shall deliver to Illumination Dynamics, Inc. evidence of Lessee's insurance coverage prior to Lessee taking either constructive or actual possession of the Equipment and/or Vehicle(s). Lessee will forward a Certificate of Insurance evidencing Lessee's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Illumination Dynamics, Inc. that complies with coverage requirements as enumerated within this rental agreement.

a. Property Insurance. Lessee's insurance should be on a worldwide; replacement cost basis without deduction for depreciation, shall name Illumination Dynamics, Inc. as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; Vehicle physical damage coverage shall include the perils "Comprehensive" and "Collision"; and all policies shall provide for 30 days written notice to Illumination Dynamics, Inc. before any policy shall be modified or cancelled. In determining whether the Equipment shall be repaired or replaced, Illumination Dynamics, Inc. judgment shall be conclusive upon Lessee. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$1,000,000.

b. Liability Insurance. Lessee shall name Illumination Dynamics, Inc. as an additional insured on their liability insurance. Lessee's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000.

c. Lessee's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Lessee's insurance carrier agrees that the rights of Illumination Dynamics, Inc. under Lessee's insurance policy shall not be affected by any act, neglect or breach of condition by the Lessee, other than non-payment of premium. Lessee shall remain primarily liable to Illumination Dynamics, Inc. for full performance under the terms and conditions of this rental contract in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Lessee's insurance, as required by this contract, shall allow Illumination Dynamics, Inc. to immediately and automatically terminate this contract, at their option.

9. Lessee specifically acknowledges Illumination Dynamics, Inc. superior title and ownership of the "Equipment" and must keep the "Equipment" free of all liens, levies and encumbrances. Lessee may not assign or pledge the "Equipment".

10. Lessee agrees to indemnify, defend and hold harmless Illumination Dynamics, Inc. and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, condition or operation of the "Equipment" and by whomsoever operated Lessee's breach of any representations or warranties made herein, or from the negligence or willful misconduct of Lessee, its employees, agents or contractors. This indemnification shall survive the term of the rental contract. Illumination Dynamics agrees to indemnify, defend and hold harmless Lessee and its officers, employees, agents and licensees against any and all bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Illumination Dynamics breach of any representations or warranties made herein, or from the negligence or willful misconduct of Illumination Dynamics, its employees, agents, or contractors. This indemnification shall survive the term of the rental contract.

11. This agreement shall be governed by the laws of the State of California. The rental contract shall be deemed to have been made in the County of Los Angeles, and shall be interpreted and the rights and liabilities of the parties determined, in accordance with the laws of the State of California.

12. Lessee authorizes Illumination Dynamics to clear the Equipment of any and all images, content or data upon return of the Equipment to Illumination Dynamics. It shall be the sole responsibility and obligation of the Lessee to arrange for the safeguarding and storage of Lessee's images, content or data prior to the return of the Equipment to Illumination Dynamics. Lessee will hold Illumination Dynamics harmless for any violation and/or use of intellectual property rights (including but not limited to breach of confidentiality) arising from Lessee's images, content or data being left on the Equipment that is returned to Illumination Dynamics.

13. The signed rental contract and The Terms and Conditions constitute the entire agreement between Illumination Dynamics, Inc. and the Lessee. Any changes must be made in writing and signed by both parties.

14. Rental charges cannot be applied against the purchase or cost of repair of damaged, lost or stolen equipment. Equipment deemed damaged beyond repair by the Lessee will be paid for by the Lessee at its replacement cost.

15. All rentals from Illumination Dynamics, Inc. to Lessee are subject to the terms and conditions of this contract.

16. Lessor and Lessee agree that a facsimile copy of this contract is acceptable as a binding contract in lieu of the original copy.

**LESSOR AND LESSEE AGREE TO THE ABOVE TERMS AND CONDITIONS**

**LESSOR (Illumination Dynamics, Inc.)**

**LESSEE (Customer)**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# ILLUMINATION DYNAMICS, INC.

## INSURANCE REQUIREMENTS

The certificate of insurance naming Illumination Dynamics, Inc. as the certificate holder should appear as follows:

Illumination Dynamics, Inc.  
13571 Vaughn Street Bldg D  
San Fernando, CA 91340  
(818) 686-6400

### CAMERAS, LIGHTING AND GRIP

1. Equipment Coverage \$1,000,000  
Worldwide, on Premises, in Transit and Unnamed Locations  
Replacement Cost Basis with no deduction for depreciation.  
**An Unattended Vehicle Theft Exclusion Will Not Be Accepted**
  
2. Third Party Property Damage Liability \$1,000,000
  
3. List **Illumination Dynamics, Inc.** as Loss Payee for Equipment coverage.
  
4. Commercial General Liability \$2,000,000  
General Aggregate Limit \$1,000,000  
Products and Completed Operations Aggregate Limit \$1,000,000  
Personal Injury and Advertising Injury Limit \$1,000,000  
Limit Each Occurrence \$1,000,000  
Coverage is Primary & Non-Contributory
  
5. List **Illumination Dynamics, Inc.** as an Additional Insured on the Commercial General Liability Coverage.
  
6. Evidence showing Workers Compensation and Employers Liability.  
Include a Waiver of Subrogation in favor of **Illumination Dynamics, Inc.**

### VEHICLES

1. Physical Damage for Rented Vehicles \$ 125,000  
Limit per Truck \$ 750,000  
Limit per Crane
  
2. List **Illumination Dynamics, Inc.** as a Loss Payee for the rented Vehicles.
  
3. Non-owned & Hired Automobile Liability \$1,000,000

It is important to understand that the furnishing a certificate of insurance may not fulfill all your obligations under the rental agreement. The limit of insurance coverage for equipment is issued on a per occurrence basis not a separate limit for all rental companies involved in a production. Therefore, **it is essential that the limit for equipment coverage equals the total value of all equipment used on a job.** If your limit of insurance is inadequate to cover the loss, or your insurance does not cover the type of loss that occurred, you will be responsible for the difference between the amount of insurance and the actual loss. It is in both your own interest, as well as our interest, that adequate insurance limits are maintained.