

## Revolver Lighting & Grip – Credit Card Authorization Form

*The company and/or individual names on all documents must match (insurance certificate if any, credit card, and this authorization form).*

**Your Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Credit Card Type:**

Amex

Visa

Mastercard

Discover

**Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Security Code Number:** \_\_\_\_\_

**Credit Card Billing Address:**

**Street:** \_\_\_\_\_

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

**Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**By signing this form, I authorize Revolver Lighting & Grip to:**

- 1) place a hold on the credit card provided before pickup if necessary (if a COI won't be provided, the estimated replacement value will be held)
- 2) charge the credit card provided for the total amount regarding rental services any time after equipment first leaves the premises of Revolver Lighting & Grip
- 3) charge the credit card provided to cover cost of replacement/repair of equipment lost or damaged upon return

I understand and agree to the statements above as well as Revolver Lighting & Grip's Rental Agreement (available online).

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Cardholder's Name

Signature

Date

## 86 HOUSES LLC DBA REVOLVER LIGHTING & GRIP - RENTAL AGREEMENT

1. **86 HOUSES LLC** hereby rents to the Person or Company name that appears in any quote, invoice, or receipt created by 86 HOUSES LLC, identified in this agreement as ["RENTER"], and RENTER hereby rents and hires from 86 HOUSES LLC all of the items of EQUIPMENT and other property described on the relevant quote, invoice, and/or receipt made a part of this rental agreement [the "EQUIPMENT"]. All business, rentals, or other exchanges are subject to the terms in this agreement.
2. **TERM.** The term of this Rental Contract commences on the "Pickup" date shown on the quote and receipt, and ends when the EQUIPMENT is returned in good condition and repair to 86 HOUSES LLC's premises. It is the obligation of RENTER to arrange for the pick-up and return of all EQUIPMENT, and all such transportation is at the sole risk and expense of RENTER prior to the return of any equipment. RENTER shall remove all tagged data for example, MOV, RAW, TIFF and JPG files.
3. **RENT.** The rent for each and every item of EQUIPMENT is the amount set forth on the related invoice or receipt. 86 HOUSES LLC shall be entitled to immediate payment of all rentals from the start of the rental term. Payment can be taken later at the discretion of 86 HOUSES LLC.
4. **SECURITY.** To insure the timely return of the EQUIPMENT to 86 HOUSES LLC at the conclusion of the term in good condition and repair, at 86 HOUSES LLC's request, RENTER shall deposit with 86 HOUSES LLC as security an amount equal to the full replacement cost of the EQUIPMENT or as otherwise determined by 86 HOUSES LLC. Upon the return of the EQUIPMENT, the deposit or the balance thereof after payment for any repair, replacement, rental or other cost to 86 HOUSES LLC as provided for herein, shall be returned to RENTER.
5. **CANCELLATION FEES.** RENTER agrees to pay a fee determined by 86 HOUSES LLC in the event of a cancellation for the rental of EQUIPMENT less than 24 hours from the start of the rental term, in the amount up to the total cost of the rental, which is defined in the relevant quote.
6. **RENTER'S INSPECTION.** RENTER agrees that it has or will inspect the EQUIPMENT not later than its delivery of possession to RENTER and that it shall be conclusively presumed that RENTER has fully inspected the EQUIPMENT, is satisfied and has accepted the EQUIPMENT in good condition and repair.
7. **LOSS AND DAMAGE.** RENTER hereby assumes and shall bear the entire risk of loss, damage, or theft to the EQUIPMENT from any and every cause whatsoever once EQUIPMENT leaves the storage unit of 86 HOUSES LLC, regardless of the person(s) who operate, transport, or otherwise come in contact with the EQUIPMENT. No loss or damage to the EQUIPMENT or any part thereof shall release any obligation under this rental agreement, which shall continue in full force and effect. RENTER is responsible for the return of all equipment in the same condition or a charge will be assessed to replace damaged parts. In the event of any loss or damage of any kind whatsoever to any item of EQUIPMENT, RENTER shall (a) restore it to good condition and repair or replace it with like EQUIPMENT acceptable to 86 HOUSES LLC in good condition and repair, or (b) if in the reasonable judgment of 86 HOUSES LLC any item of EQUIPMENT is determined by 86 HOUSES LLC to be lost, stolen, destroyed or damaged beyond repair, pay 86 HOUSES LLC the full replacement value as determined by 86 HOUSES LLC.
8. **VEHICLE RENTAL.** RENTER is solely responsible for all costs, fees, and tickets incurred which relate to the rental of a vehicle provided by 86 HOUSES LLC. RENTER agrees to reimburse 86 HOUSES LLC for the full amount, plus credit card processing and/or transfer fees when applicable.
9. **SURRENDER.** Upon the expiration or earlier termination of the rental period for any item of EQUIPMENT, RENTER shall return it to 86 HOUSES LLC in good condition and repair.
10. **INSURANCE.** RENTER shall keep the EQUIPMENT insured against all risks of loss or damage by fire and such other risks commonly insured against for not less than the full replacement value of the EQUIPMENT and shall carry public liability insurance covering the EQUIPMENT in amounts not less than \$1,000,000 all risk coverage. All insurance shall name both 86 HOUSES LLC and RENTER as the insured and waive the right of subrogation against 86 HOUSES LLC. Insurance certificates confirming this coverage shall be delivered to 86 HOUSES LLC prior to the commencement of the rental term. RENTER may effect such coverage under its blanket policies. If RENTER fails to procure or maintain this insurance, 86 HOUSES LLC shall have the right, but not the obligation, to procure such insurance and the cost thereof shall be repayable to 86 HOUSES LLC together with the rent.
11. **NO WARRANTIES.** 86 HOUSES LLC MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. 86 HOUSES LLC SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF DATA DUE TO EQUIPMENT MALFUNCTION OR OTHERWISE NOR FOR THE LOSS OF ANY DATA THAT IS STORED ON ANY RENTED MEDIA STORAGE DEVICES.
12. **INDEMNITY.** RENTER agrees to indemnify and hold 86 HOUSES LLC harmless from and against any and all claims, actions, suits, proceeding, costs, expenses, damages and liabilities, including reasonable attorney's fees arising out of, connected with, or resulting from the use of the EQUIPMENT. Each party agrees to give the other the prompt notice of any such claim or the institution of any action, suit, or proceeding.
13. **86 HOUSES LLC'S EXPENSES.** RENTER shall reimburse 86 HOUSES LLC for all costs and expenses, including reasonable attorney's fees incurred by 86 HOUSES LLC in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this agreement.
14. **ASSIGNMENT.** RENTER shall not (a) assign, transfer, pledge or hypothecate this rental agreement, the EQUIPMENT or any part thereof or any interest therein (b) sublet or lend the EQUIPMENT or any part thereof or (c) permit the EQUIPMENT or any part thereof to be used by anyone other than RENTER or RENTER's employees. Subject always to foregoing, this rental contract insures to the benefit of and is binding upon the heirs, legatees, personal representatives, successors and assigns of the parties hereto.
15. **OWNERSHIP.** The EQUIPMENT is and shall always be and remain, the sole and exclusive property of 86 HOUSES LLC, and RENTER shall have no rights therein except as expressly set forth herein.
16. **NON-WAIVER.** No covenant, term or condition of this rental contract can be waived except by the written consent of 86 HOUSES LLC. Forbearance, indulgence or the failure to insist on the terms hereof by 86 HOUSES LLC in any regard whatsoever shall not constitute a waiver of the covenant, term or condition to be performed by RENTER to which the same apply and until complete performance by RENTER of said covenant, term or condition, 86 HOUSES LLC shall be entitled to invoke any remedy available to 86 HOUSES LLC under this rental contract or by law or in equity despite said forbearance, indulgence or the failure to insist on strict compliance with the terms hereof.
17. **ENTIRE AGREEMENT.** This agreement, together with the any quotes, estimates, invoices, receipts, and email, phone, and/or verbal exchanges, constitutes the entire agreement between 86 HOUSES LLC and RENTER and it shall not be amended, altered or changed except by a written agreement signed by both parties hereto. If any dispute arises with respect to this agreement, the parties agree that this agreement will be construed under the Laws of the State of New York and that the proper forum shall be a Court of appropriate jurisdiction within the County, City, and State of New York.