

New Account Application and Rental Agreement for Goat Milk Fudge Productions
Goat Milk Fudge Productions
62 Biltmore Dr.
Washington PA 15301
Fax: 251-217-2178
Phone: 310-743-2953
Email: pj@goatmilkfudgeproductions.com

This agreement is by and between Goat Milk Fudge Productions, and/or PJ Gaynard (herein “Goat Milk Fudge Productions”) and the Rentee listed below. It is in effect immediately upon signing and shall remain in effect per perpetuity or until cancelled by Goat Milk Fudge Productions.

Indemnity: Rentee (“You”) agree to defend, indemnify, and hold Goat Milk Fudge Productions (Us or We) harmless from and against and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and attorney’s fees, in any way arising from, or in connection with the Equipment rented/leased or the services provided, including without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, from the time the Equipment leaves our place of business when you rent/lease it until the Equipment is returned to us.

Insurance Information: Note that purchasing your own insurance policy from a reputable provider is the safest way to protect your rental. Be sure to fully understand your insurance coverage. We reserve the right to reject any insurance certificate at our discretion. If you do not have insurance a deductible/credit card hold can and will be placed against your account for an amount up to the replacement value of the rented equipment. You are required unless otherwise noted to maintain liability insurance at your own expense, including coverage for the operations of independent contractors, equipment providers, and standard contractual liability coverage. The insurance shall name PJ Gaynard dba Goat Milk Fudge Productions.com (Goat Milk Fudge Productions) as the loss payee/additional insured. Such insurance shall remain in effect during the course of this Agreement, and shall include without limitation, the following coverage: standard contractual liability, personal injury liability, completed operations, and product liability. The liability insurance shall provide general liability aggregate limits of not less than \$500,000 per occurrence.

Terms & Conditions: Pickup times/late charge: Unless otherwise agreed to, pickups take place after 1pm the business day before your rental and must be returned before 11am on the business day after your rental. Anything not returned on time shall be billed for at the current rates until returned, with a minimum 1 day rental charge as late fee.

Pricing & Availability; Pricing and availability are subject to change without notice and is not guaranteed. Rentals are not reserved until this rental contract or a rental extension with valid billing information is received. At that point we will reserve the agreed upon equipment for your rental. We always make our best efforts to please our customers and assure that your equipment is available and in working condition for your pickup. However, in the event of unforeseen circumstances that prevent us from providing the reserved equipment for the scheduled price, we will make best efforts to find alternatives, including other vendors, or refund and payment/deposit.

Loss & Damage: Rentee is liable for any and all loss and damage to the rented equipment while it is in Rentee’s possession or possession of any co-worker, associate, family member, or friend of Rentee. Including but not limited to loss or damage that occurs during transit, loading, unloading, while at any and all locations, while in storage at your premises or location, regardless of whether Rentee or Rentee’s agent is attending equipment. Rentee is responsible for the full replacement cost for any equipment lost, stolen, or damaged beyond repair. Replacement cost is current price for new equipment. Goat Milk Fudge Productions alone determines whether equipment should be replaced or repaired. All repair costs are the responsibility of Rentee. Goat Milk Fudge Productions shall choose the method and provider of such repair parts and services. Equipment that is lost or stolen will be charged applicable rental rates until such time as we are notified. At that time the rental period will stop and replacement charges will be added. Rental fees do not apply to loss and damage charges.

Condition of Equipment: Rentee will assume all obligation and liability with respect to the possession of Equipment, and for its use, condition and storage during the term of this Agreement except as set forth herein. Rentee will, at Rentee’s expense, maintain the Equipment in good mechanical condition and running order. The rent on any of the Equipment will not be prorated or abated while the Equipment is being serviced or repaired for any reason for which you are liable. Upon pickup, you consent to having reviewed the Equipment and any and all parts or accessories supplied and by signing this agreement will assume liability for any and all damage and loss to

Equipment. Should you return any Equipment in a condition we deem unsatisfactory, we will charge your credit card on file and/or issue you a billing statement to be paid promptly by Rentee.

Inspection/Warranty: Inspect your equipment thoroughly. The pickup/prep day before your shoot is provided to find any problems or defects with equipment prior to equipment leaving our place of business. We advise that you not shoot on your pickup/prep day for this reason. Goat Milk Fudge Productions accepts no liability for equipment that is found to be defective or malfunctioning after it leaves our place of business. Goat Milk Fudge Productions makes our best effort to inspect all equipment and maintain it in peak working condition. As soon as Rentee, Rentee's agent, common carrier, or carrier's agent removes any equipment from our place of business, Rentee takes possession of the equipment. By taking possession of equipment Rentee agrees that it is in full working, undamaged condition unless noted on invoice. Goat Milk Fudge Productions retains no liability for wrong functioning, incomplete, or wrong, or defective equipment, or any accident/injury, or death that comes from the use of our equipment. Goat Milk Fudge Productions has no responsibility or expectation to issue refunds or credits for Equipment rental fees paid for any reason including, but not limited to: early return, damaged equipment, and malfunctioning equipment.

Title/Liability: At all times, the sole title of ownership and all rights attached to the ownership of the equipment remains with Goat Milk Fudge Productions and all its agents and employees. Goat Milk Fudge Productions is not liable for any loss, damage, or injury caused by leased equipment. The Rentee here be indemnifies and holds harmless Goat Milk Fudge Productions, its agents and employees, from any claims, including legal fees, that might arise from the leased equipment, and the Rentee assumes all liability for such claims.

Bankruptcy, Default & Right of Entry: In the event that Rentee fails to make payment when due or enters into a state of insolvency, bankruptcy, or receivership, the Rentee will be in default. Goat Milk Fudge Productions may terminate this lease and repossess the equipment without prior notice to the Rentee or to the receiver, trustee, and assignee for the benefit of creditors or levying officer. The owner of or it's agents may lawfully enter at reasonable times the promises wherein the equipment resides for the purpose of inspection and repossession without liability for trespass or damage that may occur upon such entry.

Return of the Equipment: The acceptance of the return of leased equipment is not a waiver of claims that Goat Milk Fudge Productions may have against Rentee, nor is it a waiver of claims for latent or patent damage to the leased equipment.

Refunds & Exchanges: Goat Milk Fudge Productions strives to make our customers happy. Any refund, credit, or exchange issued is solely determined at the discretion of Goat Milk Fudge Productions.

Litigation: Any litigation that may arise per this lease will be held in Los Angeles County, California, and Rentee consents in jurisdiction thereof. In the event of any dispute regarding this lease, the owner has the sole right for full reimbursement of attorney's fees and court costs in addition to other recovery.

Past Due Accounts: All past due accounts are subject to a service charge of 1% per month, or 12% per annum. Assignment and Subletting: Rentee will not assign, transfer or sublet its rights under this lease, and will not pledge, mortgage, or encumber the leased equipment in any way. The Rentee may not remove or cover any name plates, tags or serial numbers which identify the equipment as belonging to Goat Milk Fudge Productions. The Rentee will allow only qualified employees or agents to operate the equipment in the manner for which it was intended.

Unlawful Acts: The Rentee will not permit the leased equipment to be used in violation of any federal, state, or municipal laws or regulations, and holds Goat Milk Fudge Productions harmless from any fines, penalties or forfeitures that may result from unlawful act. If the equipment is for any reason confiscated by a public authority, the Rentee will be liable for continued rental charges until the equipment is returned to Goat Milk Fudge Productions.

Original Document: A facsimile, photocopy, or scanned image of this document shall be considered as true as the original and shall remain in full effect.

Agreement Term: This agreement will remain in force for a period of 2 years. It will become temporarily dormant and inactive when all equipment and property Rentee has rented is returned to us, with all accessories, free from all damage and in the same condition and appearance as when received by Rentee. It will become active and enforceable should you rent from Goat Milk Fudge Productions again. Rentee agrees that this agreement will be in force and will cover current and all future rentals by Rentee from Goat Milk Fudge Productions for a period of two years without the need for any further, subsequent, or signed agreements between Rentee and Goat Milk Fudge

Productions, unless this agreement is superceded by a new signed rental agreement between Rentee and Goat Milk Fudge Productions.

This Document is legally binding in whole and in part. If any portion of this document is found to be not binding, the remainder of this document remains in effect. This document is the sole agreement between Owner and Client.

Signed by: _____

Printed name: _____

Date: _____

Goat Milk Fudge Productions NEWACCOUNT APPLICATION FORM

DATE: _____

COMPANY INFO: _____

ADDRESS: _____

CITY: _____

STATE: _____

ZIP: _____

PHONE: _____

FAX: _____

EMAIL: _____

FED ID #: _____

YOUR NAME: _____

POSITION: _____

INSURANCE INFO:

For Terms payment arrangements we require that PJ Gaynard dba Goat Milk Fudge Productions be named as an Additional Insured & Loss Payee. We require a current copy of insurance cert. on file.

Has the company or principal ever been involved in a bankruptcy? If so please explain.

The (undersigned) company principal certifies that all information contained in this application is complete, factual and correct; and understand that PJ Gaynard dba Goat Milk Fudge Productions will verify the information and use it to determine extending any credit. I authorize anyone to check any of the info and waive any rights to privacy of credit information rights or regulations. I understand this application will be denied for any falsities.

Signed by: _____

Printed name: _____

Date: _____

PJ Gaynard dba Goat Milk Fudge Productions.com
62 Biltmore Dr.
Washington PA 15301

I (printed name on card) _____
authorize PJ Gaynard and/or Goat Milk Fudge Productions to charge my credit
card in accordance with the terms of the Rental Agreement, for any
outstanding fees owed.

Company Name _____

Card Billing Address _____

City, State, Zip _____

Signature _____ Date _____

Credit Card Number (Visa, AMEX, or MC)

Expiration Date: _____ 3 or 4 Digit Code _____

**Include scans of front and back of state-issued I.D. and a
major credit card here.**