



Credit Card Authorization and Security Form

Customer Name: _____

Production Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Rental Period: _____

Job Description: _____

Amount of Invoice (If known): _____

Card Type: AMEXVISA Master Card Discover (Circle One)

Card Number: _____ Credit or Debit: (Circle One)

Card Expiration Date: _____ CV Number: _____

Card Billing Address: _____

City: _____ State: _____ Zip Code: _____

I, the undersigned cardholder, do hereby authorize the credit card as listed above, to be used as payment or as a security deposit for any and all outstanding charges for the above mentioned rental period including but not limited to rental charges, delivery or pick up charges, after hours charge, expendables items, fuel, mileage, missing equipment and/or equipment damage. I also understand that payment is due in full at the end of the rental period.

Card Holder Name:
(Please Print) _____

Card Holder Signature: _____ Date: _____

Please sign and e-mail to: accounting@deathgripelectric.com



Insurance Certificate Requirements

Insurance Type	Additional Info	Coverages	Minimum Requirements
General Liability	Death Grip Electric, Inc. must be listed Additional Insured.	General Aggregate Each Occurance	\$2,000,000.00 \$1,000,000.00
Automobile Liability	If rental includes any on the road vehicle such as a truck or van.	Any auto, hired auto or non-owned auto.	\$1,000,000.00
Equipment	Must specify physical damage coverage, with Death Grip Electric, Inc. as the Loss Payee.	Coverage limits must equal or exceed the value of the rented equipment.	Rented or leased equipment value. \$1,000,000.00

Certificate Holder should be listed as follows:

Death Grip Electric, Inc.
2428 S 48th Street
Omaha, NE 68106
Phone: 818.536.9728
Email: accounting@DeathGripElectric.com



Rental Contract

RENTAL POLICIES

1. A rental contract stating DEATH GRIP ELECTRIC INC.'S rental policies must be signed by an authorized agent or officer of the production company and returned to our office prior to pick up or delivery of Equipment.
2. Minimum rental period is one calendar day.
3. All prices are on a per calendar day basis. Equipment rentals are for agreed upon calendar days only. Unauthorized extensions beyond the agreed upon calendar days will be charged at full daily rate and a minimum of a one day charge.
4. Orders for additional Equipment loaded on trucks must be in by 3:00 PM on the business day before rental starts or customer incurs additional prep charges.
5. Orders may be picked up between 3:00 - 5:00 PM prior to the day of rental and must be returned before 10:00AM the day following the last rental day or incur an additional day's rental. Additional daily rental charges will be incurred for early pick-ups and/or late returns.
6. Renter agrees not to remove the rented Equipment from the state of Nebraska without obtaining written permission from DEATH GRIP ELECTRIC, INC.
7. Cancellation of Equipment within twenty-four hours of rental period will incur charges of fifty percent of the daily rental prices.

TERMS

1. Payment in full is expected at the end of the rental period except where otherwise required or agreed upon by DEATH GRIP ELECTRIC, INC.
2. Credit accounts will be granted only upon approval of credit application & prior to the rental period. If credit application is approved, net amount is due within 10 days after agreed date for return of Equipment. One and one half percent per month (18% per annum) will be charged on accounts unpaid after thirty days from date of invoice.
3. We accept Visa, Mastercard, Discover & American Express credit cards. All invoices paid with a credit card will be assessed a three & 1/2 percent processing fee.

TAXES

1. Applicable state and local sales taxes are additional to the prices for rental Equipment and expendable purchase items.
2. For tax-exempt sales, an original Nebraska Sales Tax Exemption Certificate must be provided prior to rental or purchase.

INDEMNITY

Lessee/Renter (hereinafter designated as "You" or "Your") agree to defend, indemnify, and hold DEATH GRIP ELECTRIC, INC., its parent, subsidiary and affiliated companies and their owners, officers, and employees (hereinafter designated as "Us," "We," or "Our") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensations whatsoever including court costs and reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the vehicles and equipment rented/leased (which vehicles and equipment, together, are referred to in this document as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, including the active or passive negligence of Us, except as the result of Our sole negligence or willful misconduct, from the time the Equipment leaves Our place of business when You rent/lease it until the Equipment is returned to Us.

PROTECTION OF OTHERS

You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by Your employees or agents qualified to use the Equipment.

SUBLEASE

You shall not sublease, loan or rent DEATH GRIP ELECTRIC, INC.'s Equipment or assign the rental contract to any other person, company or corporation.

The Equipment must at all times remain under Your immediate exclusive control, supervision and direction.

EQUIPMENT IN WORKING ORDER

We have tested the Equipment in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement and to the extent You have disclosed to Us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, You acknowledge that the Equipment is rented/leased without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties at the inception of this Agreement. Equipment is used at Your sole risk and You will indemnify and hold harmless DEATH GRIP ELECTRIC, INC. from any and all liability, claims, costs and expenses arising out of Your use or possession of the Equipment.

(End of page 1 of Rental Contract, please initial here _____ and continue on page 2.)



RENTAL CONTRACT (continued)

LOST AND DAMAGED EQUIPMENT

1. You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage, while on Your premises, and while being used by You in any manner whatsoever, including damage or destruction of the Equipment caused by the active or passive negligence of Us, except that You are not responsible for damage to or loss of Equipment caused by Our sole negligence or willful misconduct. You are also responsible for actual and verifiable loss of use and You shall fully compensate Us for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable. Extent of damage will be determined by DEATH GRIP ELECTRIC, INC.
2. In the event of loss or damage to rented Equipment, customer agrees that the value of the Equipment shall be listed in the manufacturer's current retail price without deduction for depreciation plus any shipping or taxes when applicable.
3. In the event that any Equipment is lost, stolen or damaged beyond repair, customer shall immediately pay DEATH GRIP ELECTRIC, INC. the current retail list price less any discounts without deduction for depreciation plus any shipping and taxes when applicable.
4. Acceptance of the return of the rented Equipment does not waive claims against renter for latent or hidden damage to Equipment.
5. Burned out bulbs must be returned for credit. Broken or unreturned bulbs will be charged at list price without deduction for depreciation.
6. Customer is also responsible for loss of rental income while Equipment is being repaired or replaced. At no time will rental charges apply to purchase of Equipment.
7. In case of Equipment damage, a check for the amount of the insurance deductible is due at rental return.

PROPERTY INSURANCE

You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance"), covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force, (ii) theft by fraudulent scheme and/or "voluntary parting," (iii) mysterious disappearance, (iv) theft from unattended vehicles, (v) loss of use of the Equipment, from the time the Equipment is picked up by You or a shipper at Our place of business or placed upon a common carrier for forwarding to You, as applicable, until the Equipment is returned to and accepted by Us. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to, the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary coverage over Our insurance. Prior to rental, You must provide an original Certificate of Insurance naming DEATH GRIP ELECTRIC, INC. as Additional Insured/Additional Loss Payee.

WORKERS COMPENSATION INSURANCE

You shall, at Your own expense, maintain worker's compensation insurance during the course of the Equipment rental as required by applicable law and employer's liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000.

LIABILITY INSURANCE

You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Us as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence. Prior to rental, You must provide an original Certificate of Insurance naming DEATH GRIP ELECTRIC, INC. as Additional Insured and Additional Loss Payee.

VEHICLE INSURANCE

You shall, at your own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading Equipment and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include "comprehensive" and "collision" coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution, if caused by accident, caused by any vehicles. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Our insurance. A copy of the Liability Insurance policy, including the declarations page and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.

(End of page 2 of Rental Contract, please initial here _____ and continue on page 3.)



RENTAL CONTRACT (continued)

INSURANCE GENERALLY

All insurance maintained by You pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on You as against Us. You shall hold Us harmless from, and shall bear the expense of, any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, You shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to Us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by You under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect your Liability for any loss. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide to Us upon request with satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse Us on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by You of a sublease of the Equipment rented/leased shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.

CANCELLATION OF INSURANCE

You and Your insurance company shall provide Us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions.

CERTIFICATES OF INSURANCE

Before obtaining possession of the Equipment, You shall provide to Us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier.

DRIVERS

Any and all drivers who drive the Vehicles You are renting/leasing from Us shall be duly licensed, trained and qualified to drive vehicles of this type. Although We may, from time to time, recommend certain qualified drivers with whom We are familiar, We do not supply drivers. You must supply and employ any driver who drives Our Vehicles (even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle) and that driver shall be deemed to be Your employee for all purposes and shall be covered as an insured on all of Your applicable insurance policies.

Rental price of truck does not include driver's wages, fuel, oil or mileage. You are responsible for any tolls, permits, parking fees and parking violations, if any are incurred during rental period.

OPERATORS

Any and all Operators of the Equipment shall be duly experienced, trained and qualified to operate Equipment of this type. Although We may, from time to time, recommend certain qualified Operators with whom We are familiar, We do not supply Operators. You must supply and employ any Operator who operates the Equipment (even if the Operator is the owner of the Equipment or owner of a company that owns the Equipment) and that Operator shall be deemed to be Your employee and acting under Your supervision or control for all purposes and shall be covered as an insured on all of Your applicable insurance policies. Rental price does not include Operator's wages.

GENERATORS AND ELECTRICAL DISTRIBUTION SYSTEMS

All statements in this Agreement relating to Operators include Generator Operators; therefore, they shall also be deemed to be Your employee and acting under Your supervision or control for all purposes and shall be covered as an insured on all of Your applicable insurance policies. Only DEATH GRIP ELECTRIC, INC. approved Generator Operators will be allowed to tow and/or operate generators. Rental price does not include Generator Operator's wages, fuel, oil or normal maintenance. It is Your sole responsibility to ensure that all generators and electrical distribution systems are grounded and run in accordance with current National Electrical Code (Article 250) and any regional electrical codes that may apply. Generators are not to be used with any lightning producing devices without prior approval from DEATH GRIP ELECTRIC, INC.

COMPLIANCE WITH LAW AND REGULATIONS

You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, You shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold Us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including Our reasonable costs and reasonable attorney fees.

(End of page 3 of Rental Contract, please initial here _____ and continue on page 4.)



RENTAL CONTRACT (continued)

VALUATION OF LOSS/OUR LIABILITY IS LIMITED

Unless otherwise agreed in writing, You shall be responsible to Us for the replacement cost value of the Equipment. If there is a reason to believe a theft has occurred, You shall file a police report. Loss of use shall be calculated at the rental rate provided for in this Agreement. Accrued rental charges shall not be applied against the purchase price of the lost, stolen or damaged Equipment. In the event of loss for which We are responsible, Our liability will be limited to the contract price and We will, in no event, be liable for any consequential, special or incidental damages.

SUBROGATION

You hereby agree that We shall be subrogated to any recovery rights You may have for damage to the Equipment.

BAILMENT

This agreement constitutes an Agreement or bailment of the Equipment and is not a sale or the creation of a security interest. You will not have, or at any time acquire, any right, title, or interest in the Equipment, except the right to possession and use as provided for in this Agreement. We will at all times be the sole owner of the Equipment. You agree to admit Us to enter premises upon which rental Equipment is kept for the purpose of checking the state and condition of the Equipment or, for the purpose of repossessing the Equipment in the event that You are in default of any terms of the rental contract, whatsoever.

CONDITION OF EQUIPMENT

You assume all obligation and liability with respect to the possession of the Equipment, and for its use, condition and storage during the term of this Agreement except as otherwise set forth herein. You will, at your own 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. We will not be under any liability or obligation in any manner to provide service, maintenance, repairs, or parts for the Equipment, except as otherwise specifically agreed by Us in writing. All installations, replacements, and substitutions of parts or accessories with respect to any of the Equipment will become part of the Equipment and will be owned by Us.

IDENTITY

We will have the right to place and maintain on the exterior or interior of each piece of property covered by this Agreement the following inscription: *Death Grip Electric*. You will not remove, obscure, or deface the inscription or permit any other person to do so.

EXPENSES

You will be responsible for all expenses, including but not limited to fuel, lubricants, and all other charges in connection with operation of the Equipment.

ACCIDENT REPORTS

If any of the Equipment is damaged, lost, stolen, or destroyed, or if any person is injured or dies, or if any property is damaged as a result of its use, maintenance, or possession, You will promptly notify Us of the occurrence, and will file all necessary accident reports, including those required by law and those required by applicable insurers. You, Your employees, and agents will cooperate fully with Us and all insurers providing insurance under this Agreement in the investigation and defense of any claims. You will promptly deliver to Us any documents served or delivered to You, Your employees, or Your agents in connection with any claim or proceeding at law or in equity begun or threatened against You, Us, or both You and Us.

DEFAULT

If you fail to pay any portion or installment of the total fees payable hereunder or You otherwise materially breach this Agreement, then such failure or breach shall constitute a default ("Default"). Upon the occurrence of any such Default, and in addition to all other rights and remedies available at law or in equity, We shall have the right, at Our option, to terminate this Agreement and cease performance hereunder. You further agree that the continuation of Our performance hereunder after a Default shall not constitute a waiver or operate as any form of estoppel with respect to our later assertion of Our right to cease such performance at any time so long as such Default has not been cured.

RETURN

Upon the expiration date of this Agreement with respect to any or all Equipment, You will return the property to Us, together with all accessories, free from all damage and in the same condition and appearance as when received by You.

ADDITIONAL EQUIPMENT

Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in a written amendment, on DEATH GRIP ELECTRIC, INC. letterhead, describing the property and rental price. Other than by this amendment procedure, this Agreement may not be amended, modified, or altered in any manner except in writing signed by both parties.

(End of page 4 of Rental Contract, please initial here _____ and continue on page 5.)



RENTAL CONTRACT (continued)

ENTIRE AGREEMENT

This Agreement and any attached schedules, which are incorporated by reference and made an integral part of the Agreement, constitute the entire Agreement between the parties. No agreements, representations, or warranties other than those specifically set forth in this Agreement or in the attached schedules will be binding on any of the parties unless set forth in writing and signed by both parties.

APPLICABLE LAW

This Agreement will be deemed to be executed and delivered in Omaha, Nebraska, and governed by the laws of the State of Nebraska. Customer agrees that any dispute arising under this contract shall be determined in accordance with laws of the State of Nebraska and Douglas County and further consents to the jurisdiction of the courts of Nebraska.

ARBITRATION

Any controversy or claim arising out of or related to this Agreement or breach of this Agreement will be settled by binding arbitration, in Los Angeles, California, under the auspices of the Judicial Arbitration and Mediation Service (“JAMS”). The arbitration will be conducted by a single arbitrator under JAMS Streamlined Arbitration Rules. The decision and award of the arbitrator will be final and binding and any award may be entered into any court having jurisdiction. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorney’s fees and costs in addition to any other relief granted.

SEVERABILITY

If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

FACSIMILE/SCANNED SIGNATURE

This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

(Please fill out completely, initial pages 1,2,3,and 4, sign page 5 and return all pages of Rental Contract.)

Company Name: _____

Address: _____

City: _____ **State** _____ **Zip Code:** _____

Telephone# _____ **Fax#** _____ **E-Mail** _____

Name of Company’s Authorized Agent: _____ **Freelance or Staff** *(Please circle one)*

(Person responsible for paying this contract)

Company’s Authorized Agent Signature: _____ **Date:** _____