

Renter: \_\_\_\_\_ Effective Date: \_\_\_\_\_

**THIS AGREEMENT WILL BE VALID FOR ALL ORDERS PLACED IN YEAR 2023**

**Rental Dates or Equipment cannot be held or guaranteed until this contract is completed and a deposit received.**

### PAYMENT TERMS

**COD customers: 50% deposit is due upon acceptance of contract/quote, balance on delivery or pickup of equipment.**

Renter's credit card must be kept on file for incidentals. For billing terms, a completed and approved credit application is required. Any additional costs incurred, including but not limited to; loss and damages, cleaning, late returns, etc., will be due within 7 days following Renter's receipt of an applicable Invoice. Renter's credit card on file will be charged if a payment is not received on time and a 5% convenience fee will apply. Payments not received within the 7-day period, or late payments in general, will incur an interest fee of 18% APR until paid in full. Any disputed charges need to be made in writing and within 7 days of the end of the rental period or Renter's receipt of the applicable invoice. Renter will be responsible for any and all legal fees associated with the collection of debt. Rented items not returned by the end of the rental period, will be considered lost or stolen, and Renter will be held fully responsible for the full replacement value of those items. Credit cards, PayPal or online payments will be charged a 5% convenience fee. Quickbooks payment, Wire transfers, Zelle & checks are acceptable with no fees applied. Please make checks payable to Blackstone Entertainment LLC. Returned check fee is \$25.

### CANCELATION & POSTPONEMENT POLICY

Cancellations within 24 hours will incur a 25% restocking fee unless otherwise agreed upon in writing between Blackstone Entertainment LLC and Renter. Cancellations after delivery will be billed at the full amount.

### EQUIPMENT HOLDOVER / EXTENSIONS

In the event the Renter holds or extends their rental of equipment longer than ordered or agreed upon, the rental rate will be billed at 2x the original list price with no discounts for any additional days until equipment is returned. Any extensions, equipment availability permitting, need to be approved by Blackstone Entertainment LLC in advance to avoid a holdover penalty.

### CLEANING AND EXTRA CHARGES

A cleaning fee will be charged if equipment is not returned in the same condition or organization in which it was rented in. Renter will be charged a \$100 cleaning fee if any trash, litter, food and/or beverages are left behind inside vehicles upon return. Renter will be charged a fee of \$50/hr to return equipment back to its respective locations for any equipment not stowed properly or replaced into designated carts and/or crates. Renter will be charged \$50/hr cleaning fee for any equipment that has been returned soiled, sandy, muddy, etc. Any equipment that cannot be cleaned will be billed as Damaged. Renter agrees to these charges and will be billed to the credit card on file after being notified of total expense. Credit card chargebacks will be billed back to Renter at 125% of original amount charged. Parking tickets and/or traffic fines are the responsibility of Renter to pay immediately pursuant to the due date of any such ticket and/or fine. Any fines, tickets, toll road fees, parking or other costs charged to Blackstone Entertainment LLC, will be billed back to renter at double the original amount.

### BILLING PERIOD AND RENTAL RATES

Rental pricing is based on a daily rate. Weekly rentals are based on a 2-day weekly rate. All equipment is due back by 11am on the return day. Late fees will apply if equipment is returned after 11am. Rentals returned after 2pm will be billed as an additional day of rental. Pickup or delivery of equipment is based on availability and renter will be notified of the pickup time. Delivery is an additional cost. Rental period is defined as the day Renter picks up the equipment to the day the equipment is returned ("Rental Period"). Renter is fully responsible for the equipment during the Rental Period regardless of where the equipment is stored or placed and regardless of who has possession of the equipment.

### LOST, DAMAGED & FOUND EQUIPMENT

A worksheet will be provided at the end of the Rental Period to notify Renter of any loss or damages (normal wear and tear to be exempted); or found items. Equipment not returned at the end of the Rental Period will be billed as lost at full retail value or replacement cost if custom ordered/configured. Renter has 7 days after receipt of notice of lost items, to return lost equipment for a full refund of lost charges. No returns or refunds will be accepted after the 7 days. Renter will be billed for the actual repair costs to return any equipment damaged during the Rental Period to its original condition. **Renter/client is responsible for checking, inspecting and notifying Blackstone Entertainment LLC of any issues or concerns regarding the equipment prior to taking possession.** Items returned to Blackstone that are not ours, will be held for 7 days, and will be discarded after the 7th day. Blackstone Entertainment LLC is not responsible for any items left behind.

### INSURANCE REQUIREMENTS

**Certificate of Insurance (COI) made to: Blackstone Entertainment LLC - 975 N Todd Ave, Azusa CA 91702**  
**The COI and this Rental Agreement must match on Renter/Client company name and address.**

**General Liability & Equipment Insurance is required for all Rentals.** The Renter must carry General Liability insurance, and Equipment

Renter/Client Initials: \_\_\_\_\_

Rental insurance, also known as an Inland Marine Policy. Blackstone Entertainment LLC must be furnished with an insurance certificate, naming Blackstone Entertainment LLC as a **loss payee**. Insurance certificate must be received prior to Rental Period. Renter will add Blackstone Entertainment LLC as an additionally insured under Renter's General Liability / production insurance policy. Rental Insurance must meet or exceed the full retail value of equipment rented, or Renter will be liable for balance not covered if any. Equipment and rental insurance policy levels must cover **full replacement value** of equipment rented, and cover **loss of rental time** until replaced. Renter will be responsible for any costs, fees, and/or deductibles incurred. Renter will be fully responsible for any items and/or costs that are not covered by their insurance policy or if they fail to obtain valid rental insurance. **Renter's Insurance Policy must include Unattended Vehicle And/or Unlocked Vehicle coverage.** Exclusions for these will not be accepted.

**Hired Auto Requirements:** Renter shall secure and maintain an Automobile Liability policy if operating any Blackstone Entertainment LLC vehicles, including **(a) Physical Damage** insurance including coverage for collision and upset comprehensive losses to the equipment rented from Blackstone Entertainment LLC hereunder, and **(b) Comprehensive General Liability** and Business automobile Liability insurance both in an amount of not less than \$1,000,000. Combined Single limit for personal injury, bodily injury and property damage. The Comprehensive General Liability form shall include the coverage parts for broad form contractual liability. The Business Automobile Liability policy shall include coverage for **Hired and Non-Owned Automobile Liability and Physical Damage**. Renter shall provide Blackstone Entertainment LLC with a Certificate of Insurance, signed by and authorized representative of the Renter's insurance company, evidencing that Renter is in compliance with the insurance provisions of the Agreement. The insurance company providing coverage required hereunder must add the interest of Blackstone Entertainment LLC as additional insured and Loss Payee as Renter's interest may appear in reference to any and all equipment provided by Blackstone Entertainment LLC under the terms and conditions of this agreement.

Any insurance certificate provided in accordance with this Agreement shall stipulate that Blackstone Entertainment LLC shall receive 30 days written notice of cancellation or reduction in the limits of liability; each such certificate issued shall stipulate that the coverage's indicated on the insurance certificate shall be primary coverage and not contributing with any other insurance maintained. It is agreed that Renter's insurance coverage shall commence at the day the Rental Period starts, and shall remain in full force and effect until the equipment is returned to the premises at the end of the rental period. Equipment returned to Blackstone Entertainment LLC premises, controlled parking lots or to associates prior to expiration of the original Rental Period will remain fully under Renter's liability & insurance until Blackstone Entertainment LLC confirms Renter's return of the equipment.

### **LIABILITY**

Renter agrees to indemnify, defend and hold harmless Blackstone Entertainment LLC from any and all third party claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorneys' fees arising out of, connected with or resulting from the rental/lease of any equipment, including motor vehicles, or the employment of any personnel provided by Blackstone Entertainment LLC hereunder provided. Blackstone Entertainment LLC agrees to indemnify, defend and hold Renter harmless from and against any and all third party claims, actions, suits, proceedings, costs, expenses, damages and liability including reasonable attorneys' fees arising out of, connected with, or resulting from the manufacture, alteration or modification by Blackstone Entertainment LLC, its employees or agents, of any equipment or vehicle supplied to Renter pursuant to this Agreement.

Renter shall, at its own cost and expense; protect, keep and maintain rented equipment, in a good state of operating condition, while equipment is in its custody during the Rental Period. Renter will be responsible for any cost to repair and/or replace equipment to the same condition as when delivered, normal wear and tear exempted. It is further understood and agreed that Renter shall be obligated for loss of rental income until such time as equipment is fully repaired and returned to Blackstone Entertainment LLC or Blackstone Entertainment LLC receives full payment in settlement of loss.

### **PERMITS & SAFETY**

All productions are expected to follow all local, state and federal laws. Permits should be pulled where required. It is the Renter's responsibility to secure permits and know which laws are applicable for the area in which production is commencing. Blackstone Entertainment LLC will not be responsible for any permit costs, fees, citations, or loss of income incurred from non-permitted locations or productions. It is required that Renter maintain a safe working environment be provided for all crew, and that Renter ensures that equipment and property is safely operated and cared for. Any rental costs will be billed at the full rate regardless of actual time or equipment used.

### **RIGHT TO REPOSESSION**

We reserve the right to reposes our equipment and/or vehicles for violation of the terms and conditions of this Agreement. A refund for remaining days of the Rental Period will be given. Blackstone Entertainment LLC reserves the right to repossess the equipment and/or vehicles in the case of non-payment or declined credit card payments, and Renter shall remain fully responsible for payment of the total amount due for the Rental Period.

### **CREW, RATES, OVERTIME & BREAKS**

For labor being provided by Blackstone Entertainment LLC, a separate Deal Memo will be provided and signed prior to the start of production for each crew member. Deal memo will state job position, rates, overtime calculation, payment terms and any special mutually agreed upon terms.

Renter/Client Initials: \_\_\_\_\_

## LIMIT OF FINANCIAL RESPONSIBILITY

Our financial liability is limited to our rental and/or equipment costs only. Blackstone Entertainment LLC will not be additionally liable for any other costs, charge backs, and/or loss of income resulting from equipment failures, vehicle breakdown, weather, or other unforeseen circumstances, including acts of god. Blackstone Entertainment LLC will not be held responsible for any costs incurred above the total rental amount.

## PARKING ON LOT OR BSE WAREHOUSE

Parking rented vehicles at our Desmonds parking spots or parking onsite at our warehouse requires prior approval with specific dates & times. Personal Vehicles are not allowed to park in Desmonds unless approved. We are not liable for damage or theft of any personal vehicles, or Blackstone owned vehicles currently on lease. Vehicles parked without approval are subject to tow at owners/leasee's expense and/or charged a parking fee of \$50 per night per vehicle. Pre-Approved parking is \$35 per night per vehicle.

## STUDIO SPACE RENTALS

A Separate Rental Contract will be provided for all Studio Rentals.

### REFUELING POLICY: TRUCKS & EQUIPMENT

Any Vehicle and/or equipment that consumes fuel will need to be returned full. Any equipment not returned full will be billed as follows:

**Truck Gasoline:** \$2 per Gallon over Market

**Truck/Generator Diesel:** \$2.50 per Gallon over Market

**Honda 7000:** \$50 Flat Fee

*Fuel Pricing subject to change without notice, based on current market costs. Fuel is calculated from BSE Warehouse round trip.*

## RENTER & PERSONAL GUARANTEE

\_\_\_\_\_

Billing Company Name

\_\_\_\_\_

Billing Company Address City State Zip

\_\_\_\_\_

Phone # Point of Contact Email Address

\_\_\_\_\_

Accounting Phone # **Accounting Email Address ( Invoices will be sent here )**

I am an authorized representative of the above-named company. I have completely read, understand and agree to the above terms and conditions. I hereby personally and unconditionally guarantee all amounts owed by the Renter under this Agreement. I agree to pay any unpaid balance and/or legal fees if not paid by the above business or personal entity.

\_\_\_\_\_

Authorized Representative (print name) Signature Date

## ADDITIONAL RENTER & PERSONAL GUARANTEE - CO-PRODUCTION ( If applicable )

Fill this out if your production insurance differs from the billing company. The Below party is additionally responsible.

\_\_\_\_\_

Company Name

\_\_\_\_\_

Company Address City State Zip

\_\_\_\_\_

Phone # Email Address

I am an authorized representative of the above-named company. I have completely read, understand and agree to the above terms and conditions. I hereby personally and unconditionally guarantee all amounts owed by the Renter under this Agreement. I agree to pay any unpaid balance and/or legal fees if not paid by the above business or personal entity.

\_\_\_\_\_

Authorized Representative (print name) Signature Date

Renter: \_\_\_\_\_ Date: \_\_\_\_\_

### Credit Card Authorization Form - **REQUIRED**

PLEASE FILL OUT TO HOLD CARD ON FILE

**PLEASE INFORM US IF YOU WISH TO PAY FOR THE RENTAL PORTION BY CREDIT CARD.**

An Authorization will be placed on the below card for the highest deductible on the supply COI or minimum \$1000, and will be credited back upon final return. Your credit card will be charged for rentals, lost items, damaged equipment, and/or expendables if other forms of payment are not received or arranged. If a deposit or authorization is charged and refunded, it may take up to 30 days for funds to clear depending on the bank and/or credit card company.

\_\_\_\_\_  
**Card Holder Name**

**CHARGE CREDIT CARD FOR RENTAL**

**A 5% Convenience Fee will be applied**

Card Type: Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ American Express \_\_\_\_\_ Discover \_\_\_\_\_

\_\_\_\_\_  
Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVV# ( on back of card; AMEX front 4 digits) \_\_\_\_\_

Billing Address: \_\_\_\_\_  
Street Address \_\_\_\_\_ Apt/Ste \_\_\_\_\_  
\_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**FOR SINGLE USE CHARGE**  
\$ \_\_\_\_\_ . \_\_\_\_\_  
Amount to Charge Card - \$ USD

To pay your rental amount by credit card, please advise Blackstone Entertainment when turning in this form

**PLEASE NOTE THAT PAYMENT OF RENTAL WITH CREDIT CARD IS OPTIONAL.**

Therefore, as per company policy, all credit card transactions will incur a **5% convenience fee**. We also accept company checks, Cashier's checks, Chase Quick Pay, and EFT as alternative payment methods to avoid the convenience fee.

I Authorize Blackstone Entertainment LLC to charge the credit card noted above based on Rental Agreement terms and conditions.

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Signature**

Copy of Drivers Licence or Passport  
*Emailed Photos accepted*

Copy of Credit Card Front  
*Emailed Photos accepted*