

APPLICATION FOR ACCOUNT

3607 W. Pacific Avenue, Burbank, California 91505 • Office 818-563-2020 • Fax 818-480-4396 • accounting@hdoptics.com

APPLICANT INFORMATION	Applicant is: <input type="checkbox"/> an individual <input type="checkbox"/> a partnership <input type="checkbox"/> a corporation <input type="checkbox"/> LLC <input type="checkbox"/> LLP <input type="checkbox"/> non-profit corp. <input type="checkbox"/> government agency				
	Company / Individual Name		Telephone	Fax	Email Address
	Mailing Address		Billing Address		Website
					Federal Tax ID No.
	City/ State/ Zip		City/ State/ Zip		State of Incorporation
	Name and Address of Parent Company (if a Subsidiary)				
	Description of Business and Services Rendered				

GENERAL	Individual / Partner / Corporate Office Name		Title	Telephone
	Home Address			
	City/ State/ Zip			

FINANCIAL	Bank Name		Account Number	Telephone
	Branch (Address / City/ State/ Zip)			
	Please complete the HD Optics/Southpaw Productions Inc. Bank Reference and Charge Card Agreement Forms and include with the Application.			

TRADE REFERENCES	Company Name		Telephone	Fax
	Address / City / State/ Zip			
	Company Name		Telephone	Fax
	Address / City / State/ Zip			
	Company Name		Telephone	Fax
	Address / City / State/ Zip			
	Company Name			

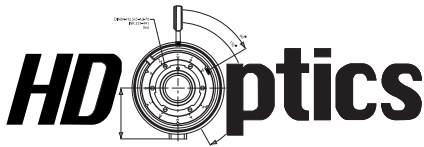
MISC.	Are Purchase Orders Required? <input type="checkbox"/> No <input type="checkbox"/> Yes, Verbal Ok <input type="checkbox"/> Yes, Hard Copy Required		
	Authorized Buyer(s)		
	Insurance Company/Agent Name		Telephone
	City/State		

ACCEPTANCE OF TERMS: I/We Agree to abide by the terms and conditions provided with this application, as well as the Equipment Rental Contract. All Invoices on account must be paid within the assigned terms to receive any discount or package price, unless revised terms are granted in writing. The undersigned agrees to personally guarantee payment of all charges made under this agreement, plus attorney fees, court costs, collection costs and /or collection company fees and/or discounts. Authorization is hereby given to obtain pertinent credit information. *HD Optics is a DBA of Southpaw Productions*

Authorized Signature

Name and Title (please print)

Date



EQUIPMENT RENTAL CONTRACT TERMS AND CONDITIONS

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("Rentor"), and the Customer described below here of ("Rentee"), and is effective as of the date of signing.

1. AUTHORIZATION. I/we hereby acknowledge receipt of a copy of this contract and hereby represent that we have the specific capacity and/or authority to enter into this contract.

2a. TERMS/RENTAL/PAYMENT. This is a lease of the equipment, accessories and/or services (collectively referred to as "equipment") described on the attached schedule, and not a sale, conditional or otherwise. Rentee acknowledges that it has examined the equipment and it is in good working condition. Rentor guarantees all equipment to be operational when it leaves its premises and Rentor cannot be responsible for Rentee's failure to operate the equipment property. The term of this lease, unless otherwise specified, is from day to day. If Rentee fails to return the equipment by the return date and at the location specified, Rentee is liable for the daily rental cost of the equipment until it is returned and accepted in good order by Rentor's employee. Delays by third parties, including shippers, do not mitigate any additional rents or late charges due. Rentee agrees to pay rent according to the terms established in advance by Rentor. A late fee of 1.5% per month will be levied on all past due accounts.

2b. CREDIT/CHARGE CARD CHARGES. All charges made to credit and/or charge cards shall be final. Rentee and/or credit/charge cardholder waive all rights to dispute charges with credit/charge Card Company and agree to resolve disputes as if the charges were made as cash payments. Any legal action brought by credit/charge card companies against Rentor shall have no effect on claims for payment by Rentor for disputed charges. Rentee agrees not to dispute charges with the credit card company.

3. AUTHORIZED USE. Rentee agrees that the equipment shall be used only by duty qualified employees and/or agents of the Rentee. Southpaw Productions, Inc. DBA HD Optics, neither assumes nor authorizes any other person to assume for it any other obligation of liability in connection with such equipment; nor shall it be liable in any event, for any injury, loss or damage directly or consequentially arising out of the use or inability to use the equipment, whether used singularly or in connection with any other equipment. The equipment will be used in strict compliance with standard operating procedures prescribed for the equipment and only for the purpose of production contemplated. Rentee shall keep the equipment in its sole custody and control.

4. INSPECTION. Rentor shall have the right to inspect the equipment or observe its use at all reasonable times.

5. ALTERATIONS/LABELS. Rentee shall not make any alterations, additions or improvements to the equipment without written consent of the Rentor. Rentee shall not remove or deface identification labels or barcodes on any and all equipment.

6. COMPLIANCE WITH LAWS. Rentee shall comply with the laws, ordinances and regulations in any way relating to the use, operation and maintenance of the equipment.

7a. GENERAL INSURANCE. Rentee hereby agrees to insure the equipment with an insurance carrier for the full value thereof, and shall name Rentor as an additional insured and loss payee and shall provide Rentor with a Certificate of Insurance prior to and concurrent with hire of the equipment. The insurance shall cover loss or damage sustained in the Continental U.S. or abroad, in transit or otherwise. Rentee shall also be liable for any loss or damage sustained by Rentor including but not limited to the daily rental value of the equipment from the pick up date until return, repair, and/or replacement regardless of the Rentee's insurance coverage, deductibles or limits.

7b. LIABILITY INSURANCE. Rentee shall name Southpaw Productions, Inc. DBA HD Optics, as an additional insured on Rentee's liability insurance and the liability insurance shall be deemed primary and noncontributory insurance in the event of any claim or suit. Liability insurance shall meet the following minimums: Commercial General Liability: \$ 1,000,000 per occurrence and annual aggregate Automobile Liability:

\$1,000,000 combined single limit other coverage may be required.

7c. PROPERTY INSURANCE. Insurance should be on a worldwide basis, shall name Southpaw Productions, Inc. DBA HD Optics, as Loss Payee for loss or damage to the property rented, shall cover "All Risks" of loss or damage for equipment, vehicles physical damage coverage shall include the perils of "Comprehensive" and "Collision"; and all policies shall provide for 10 days written notice to Southpaw Productions, Inc. DBA HD Optics, before any policy shall be modified or cancelled. Limits shall be sufficient to encompass all property at risk, regardless of source, but in no event less than \$150,000.

8. RISK OF LOSS. In addition to the insurance, Rentee shall be responsible for any loss or damage to the equipment from any cause whatsoever occurring after delivery to Rentee and Rentee's acceptance of the equipment and before possession of the equipment is returned to Rentor. Rentee shall keep the equipment in its custody and in good condition and repair, ordinary wear and tear accepted. Rentee shall be responsible and shall pay Rentor the repair or replacement cost for the repair or replacement of any equipment damaged, lost, stolen, missing, broken, or otherwise. Accrued rental charges do not apply against purchase price.

9. SURRENDER. Upon the expiration or earlier termination of this lease, Rentee shall return the equipment and all accessories to Rentor in same condition as at the delivery to Rentee, ordinary wear and tear accepted. Rentor's acceptance of the return of equipment is not a waiver by it of any claims it may have against Rentee nor a waiver of claims for latent or patent damage to the equipment. Rentee does hereby grant Rentor an option to terminate this agreement on twenty four hours written notice by Certified Mail or personal service.

10. DISCLAIMER OF WARRANTY. Rentor makes no warranty, express or implied, regarding the equipment, including without limitation any warranty of merchantability or fitness for a particular purpose. Southpaw Productions, Inc. DBA HD Optics, hereby serves notice to Rentee that digital equipment such as under this agreement has been known to malfunction, lose memory and/or change settings without warning. Risk of such shall be borne by the Rentee and Southpaw Productions, Inc. DBA HD Optics, shall not be held liable. Rentor's obligation to Rentee shall be limited to the repair or replacement of equipment which is defective when delivered to Rentee and Rentee agrees that this shall be its sole and exclusive remedy against Rentor.

11. DOWNTIME. Rentor shall be entitled to one hundred percent (100%) of the billed daily time on the job without any deduction for such "Down Time" from the total charges payable by Rentee. Rentor shall make a reasonable effort to have its equipment functioning to meet Rentee's shooting schedule. However Rentor shall not be liable for and Rentee shall indemnify and hold Rentor harmless from any and all general consequential damages suffered by Rentee or third party beneficiaries of Rentee, including compensation to personnel from any cause including malfunction of the equipment. In the event of equipment failure or malfunction at a job site, Rentee must notify Rentor immediately by telephone. Rentor will not accept responsibility for malfunctions reported after termination of rental.

12. ASSIGNMENT/LIENS. This Agreement and/or the equipment may not be assigned, transferred, pledged, hypothecated, sublet or lent by Rentee to anyone without prior written consent of Rentor. Rentor may assign this Agreement and/or mortgage and/or sell the equipment subject to the terms hereof.

13. CANCELLATION. Subject to payment of the first day rental or forfeiture of deposit or an amount contractually established for this rental in advance, whichever is greater.

14. FRAME RATES & TIME CODE. Rentee shall specify protocols and recording practices. Rentor shall have no responsibility for frame rates or time code protocols.

15. DEFAULT. In the event Rentee shall fail to make any of the rental payments when due, or fails to perform any other covenant or condition hereof to be performed by Rentee or any of the events described in the following paragraph occur, Rentor may, in addition to all other remedies provided by law, exercise any one or more of the following, with or without demand, notice or legal process.

a. Recover from Rentee all sums then due.

b. Repossess the leased equipment (by entering upon Rentee's premises, if necessary) without liability for trespass, or responsibility with respect to the leased equipment or to any article left in or attached to same; and recover from Rentee all damages sustained by Rentor as a result thereof.

c. Recover from Rentee any and all damages which Rentor shall have sustained by reason of non performance by the Rentee of the terms and conditions of this lease:

d. Retain, free from any claim by Rentee, all payments or other property theretofore received under this lease.

e. Recover from Rentee all expenses incurred by Rentor protection of its rights under this agreement, including, without limitation, attorney's fees, court costs, and costs of location, repossessing, repairing, reconditioning and storing the leased equipment.

f. Recover from Rentee's credit or debit card immediately and/or consecutively charges due until paid in full.

16. BANKRUPTCY. Neither this Rental Agreement nor the equipment is assignable or transferable by operation of law. If any proceeding under the Bankruptcy Act, as amended is commenced by or against the Rentee, or if the Rentee is adjudged insolvent, or makes any assignment for the benefit of his creditors or if a writ of attachment or execution is levied on any item or items of the equipment and is not released or satisfied within ten (10) days thereafter, or if a receiver is appointed in any proceeding or action to which the Rentee is a party with authority to take possession or control of any item or items of the equipment. Rentor shall have and may exercise any one or more of the remedies set forth in paragraph (17) hereof. This Rental Agreement shall, at the option of the Rentor, without notice, immediately terminate and shall not be treated as an asset of Rentee after the exercise of said option and Rentor shall recover from Rentee any and all costs or damages associated with recovery of this equipment.

17. RENTOR'S EXPENSES. Rentee shall pay Rentor all costs and expenses, including attorney's fees, incurred by the Rentor in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions hereof. This contract shall be governed by the applicable laws of the State of California; and the Rentee shall agree that any proceedings which it may institute shall be brought in the County of Los Angeles, State of California.

18. FOREIGN USE. Rentee shall notify and obtain permission of Rentor, in advance, if their intent is to use the equipment outside of the United States. All terms contained herein do apply to equipment rented from Rentor and is transported to any location outside the U.S. Regarding shipping, the Rentor will only allow shipment through an established customs broker, contracted by Rentee. Said customs broker is to register the equipment with United States Customs, using a U.S. Customs Form 4455, prior to the equipment leaving the U.S.A. A certified copy of the registration form must be returned to the Rentor or said Customs broker will arrange a Carnet through the United States Council of the International Chamber of Commerce, stipulating that Rentee "shall (1) return the said products described in the Carnet to the USA, or () pay such customs duties, excise taxes, and/or charges which may be imposed by any country for its failure to return said products."

A certified copy of the Carnet must be returned to the Rentor. Rentor will provide an itemization of all equipment, listing brand name; country of origin/manufacturer; item; serial numbers; and value. All brokerage charges and shipping charges, fees and taxes are the responsibility of the Rentee and shall be paid prior to shipping. Returning shipments should be consigned to the originating customs broker for clearance and re entry into the U.S. In no case is the equipment to be shipped directly back to the Rentor. Returning shipments should contain instructions to the customs broker regarding the disposition of the equipment after clearing the U.S. Customs (i.e. deliver equipment to the rental facility, or to your USA address). Rentee acknowledges that rental charges accrue for time in transit, including the time equipment may be in the hands of the designated customs broker, or U.S. Customs Service. Rentee acknowledge and agree that the payment of U.S. Import Duty Taxes, which may be levied for foreign made goods, is Rentee's responsibility, even though you followed the above procedures.

19. SEVERABILITY. The provisions of this contract shall be severable so that the invalidity, unenforceability or waiver of any of the provisions shall not affect the remaining provisions.

20. PARTIES BOUND. This Rental Agreement shall be binding and inure to benefit of the heirs, executors, administrators and assignees of the parties hereto.

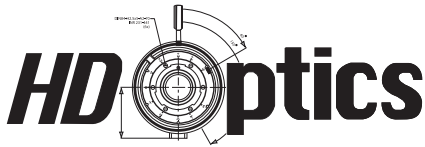
21. CONCLUSION. This contract contains the complete and final agreement between Rentor and Rentee, and no other agreement in any way modifying any of said terms and conditions will be binding upon Rentor unless made in writing and signed by Rentor

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Read and Accepted by (RENTEE) _____

Print Name _____

Company _____ Date _____



CHARGE CARD AGREEMENT

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Please FAX this form to 818-480-4396 with a Legible Copy of the Credit/Debit Card and Valid Photo ID.

I _____ authorize HD Optics / Southpaw Productions Inc. to charge my Credit or Debit Card for the rental of audio/video equipment, supplies, services, insurance waiver fees and other approved charges. I am making this agreement as an inducement to HD Optics / Southpaw Productions Inc. to provide me with rental equipment and other valuable services, or as a guarantee of payment of my account.

Should any HD Optics / Southpaw Productions Inc. equipment or supplies be lost, stolen, damaged or returned late, I hereby authorize HD Optics / Southpaw Productions Inc. to settle those costs with this card also.

I Have read the HD Optics / Southpaw Productions Inc. "Terms and Conditions" and agree to abide by the terms contained therein.

I agree that all claims against any charges to this card/account will be made no later than 24 hours after the return of any equipment or merchandise. I further agree that all charges to this card after that time limit are approved for payment on the card. Thereafter, all remedies for claims will be handled as cash transactions and I waive the right to make claims via the card issuer. This waiver shall in no way affect my rights as a HD Optics / Southpaw Productions Inc. customer as provided in the "Terms and Conditions" mentioned above.

Account Name			
Cardholder Name/ Printed, as it appears on the card			
Title		Phone	
Billing Address			
City		State	Country
Zip		Country	
<input type="checkbox"/> Visa	<input type="checkbox"/> Master Card	Card Number	Exp. Date
Signed		Date	

I agree to allow HD Optics / Southpaw Productions Inc. to use the above card/account as a condition of extending credit terms on an open account or as a gurantee of insurance deductibles for claims that may arise. If my account should become past due by 10 days, HD Optics / Southpaw Productions Inc. may charge outstanding invoices to this card/account. HD Optics / Southpaw Productions Inc. promises that I will be notified before such charges are made and that an additional 5% processing fee may be added to accrued and past due charges.

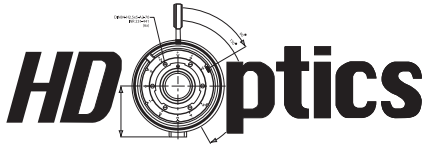
Signed _____ Date _____

<input type="checkbox"/> This authorization applies to the following work order(s) only:	Date
--	------

Please cancel the above authorization. I agree that all previous pending and continuing authorized charges will not be reversed.

Signed _____ Date _____

Stop orders will take effect when received by HD Optics / Southpaw Productions Inc. during normal business hours (Pacific Time). Receipt of cancellation must be acknowledged via fax or email. Please contact us via phone immediately in the case of fraud or other emergency. HD Optics is a DBA of Southpaw Productions



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HD Optics / Southpaw Productions Inc. requires the following coverage prior to the delivery of any rented equipment:

1. **General Liability Insurance** in the amount of **\$1,000,000.00** with HD Optics / Southpaw Productions Inc. named as **Additional Insured**.

2. **Replacement Value Property Insurance** specifically for **Equipment Rented from Others** in an amount set by **HD Optics / Southpaw Productions Inc.** based on the replacement cost of the equipment rented. **HD Optics / Southpaw Productions Inc.** must be named **Loss Payee** on this policy which must include **World Wide Coverage**. In all cases of international travel with **HD Optics / Southpaw Productions Inc.** equipment, we must be notified in advance.

3. It is important to understand that 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 equal the total value of all equipment used from all vendors at any one time.

4. Our standard preference for equipment coverage on an active account, **Equipment Rented from Others**, is **\$150,000.00**. In no instance can the total value of HD Optics / Southpaw Productions Inc. Equipment in your possession be greater than your current coverage.

5. If you do not have the requested equipment insurance coverage, HD Optics / Southpaw Productions Inc. may be able to waive equipment coverage requirements at an additional charge. This waiver is not to be construed as the sale of insurance. It is designed to protect **our** interests. There are some restrictions and exclusions so please discuss all insurance matters with your **HD Optics / Southpaw Productions Inc.** Account Executive before the equipment is booked. Liability insurance is not available through **HD Optics / Southpaw Productions Inc.** Please see your licensed Insurance Agent.

6. Deductibles for all policies are the responsibility of the renting entity. We require an Open Voucher on an acceptable, valid credit card on file for the amount of the deduction.

7. **Some policies may have exclusions** that may limit or deny you coverage under certain conditions. The most common exclusion is for theft from an unattended vehicle. **REGARDLESS OF THE EXCLUSIONS THAT YOUR POLICY MAY CONTAIN, RESPONSIBILITY FOR THE EQUIPMENT YOU RENT IS ULTIMATELY YOURS.**

8. **YOU WILL BE RESPONSIBLE FOR REPAIR OR REPLACEMENT OF LOST OR DAMAGED EQUIPMENT WHETHER YOU HAVE ENOUGH COVERAGE FOR IT OR NOT. FOR YOUR OWN PROTECTION, PLEASE MAKE SURE THAT THE POLICY YOU HAVE AFFORDS YOU THE PROTECTION THAT YOU ARE PAYING FOR.**

Thank you for choosing **HD Optics / Southpaw Productions Inc.**

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