



SIM Digital

**SIM Digital**  
**FORMS PACKAGE**



*Dear Client,*

*We've designed the following forms package to conveniently provide you with all of the documentation required to establish an account with SIM Digital.*

*Our Forms Package Includes:*

- 1. General Terms and Conditions*
- 2. Account Application Form*
- 3. Insurance Requirements*
- 4. Credit Card Authorization Form*

*Please note that it generally it takes 2-3 days to set up your account. To get started, please complete, sign and fax back all applicable contracts and forms including a valid Certificate of Insurance to (323) 978-9018 or by emailing your primary contact.*

*We look forward to working with you!*

*Sincerely,*

*Rob Sim, President & CEO*  
*SIM Digital*



SIM Digital

**SIM Digital**

**GENERAL TERMS AND CONDITIONS**



1.0 The Rental. Sim Video Los Angeles, Inc. operating as SIM Digital and its successors, assigns, employees, agents, subcontractors, subsidiaries, parent, affiliate, and designee(s) (individually and collectively "SIM") is in the business of renting television, video and other analog and digital broadcast and transmission media monitors and systems, related cameras and equipment, and certain operational, instructional and maintenance personnel. SIM hereby rents to each person and/or legal entity, however constituted, ("Person") whose name and authorized signature appears on this Blanket Rental Agreement and Business Application Form ("the Form"), which, along with these General Terms and Conditions and the Quotation (defined below) individually and collectively constitutes the agreement between SIM and Customer ("the Agreement"), including, without limitation, Customer's employees, agents, sub-contractors, successors, assigns and designee(s) (individually and collectively "Customer"), at Customer's specific request, all of the cameras, monitors, systems and all of the other items of equipment, together with all attachments, connectors, parts, replacements, substitutions, repairs and accessories related thereto (individually and collectively "Equipment") described in the written quotation submitted by SIM to Customer once signed by Customer (individually and collectively "Quotation(s)") which also constitutes a portion of the Agreement as though fully set forth herein. SIM also hereby provides to Customer for the Term (defined below) those individuals/personnel to assemble, disassemble, operate and/or maintain the Equipment, if and as provided for in the Quotation (individually and collectively "Personnel"). Customer can only utilize the Equipment and the Personnel for the Event (defined below) at the Event Locations (defined below) between the Event Start and Event End Dates, as may be set forth in the Quotation.

2.0 Term. The Term of this Agreement shall commence on the date which appears next to the "Name of Customer's Authorized Representative" at the end of the Form ("the Effective Date"), and terminate on the End Start Date in the Quotation. However, notwithstanding anything to the contrary foregoing, all of Customer's obligations, assumptions of risk (including, without limitation, insurance policies) and liabilities hereunder shall survive the expiration or termination of the Term, and continue until such time as all Equipment has been returned to SIM's premises in good working order and in the same condition as when provided to Customer by SIM, normal wear and tear excepted, and is no longer in Customer's possession, dominion, or control (collectively "Possession"), and all Personnel have ceased rendering services for Customer pursuant hereto.

3.0 Any and all installations, replacements, repairs and/or substitutions of parts or accessories with respect to the Equipment of any kind or nature, shall constitute accessions, shall become part of the Equipment and shall consequently be owned from inception by SIM.

3.1 Customer shall return all Equipment to SIM at the address provided for in the Quotation no later than eight o'clock p.m. (8:00 p.m.) on the date of delivery to SIM in the Quotation. Any extension thereof is solely at SIM's discretion and subject to SIM's then applicable charges for same.

3.2 Customer shall not remove, alter, or cover, in whole or in part, any tags, labels, inscriptions, or name plates of any kind or nature appearing on or in the Equipment.

4.0 Personnel. Customer shall be solely responsible for the conduct of all Personnel provided by SIM to Customer hereunder, for so long as said Personnel renders services to Customer hereunder. As an additional condition to the performance of SIM's obligations hereunder, at Customer's sole cost and expense, Customer shall additionally provide adequate security for the Equipment and Personnel at all times hereunder, without limitation, twenty-four (24) hour a day Equipment surveillance by licensed security guards.

4.2 If the constructing, setting up, dismantling and/or operation of the Equipment is delayed or rendered more difficult as a result of inclement weather or any other impediment of any kind or nature at any time hereunder, SIM shall have the right to employ or utilize such additional personnel and/or lease such additional equipment as SIM deems necessary and/or appropriate in good faith to perform its services and/or fulfill its obligations hereunder in a timely fashion, at Customer's sole cost and expense which shall be separately invoiced and payable in full on or before thirty (30) days after the date of each such invoice.

5.0 Equipment/Personnel Usage. Customer shall only utilize the Equipment and the Personnel for the Event, between the Event Start and Event End Dates in the Quotation, and only as provided for in the Quotation, and for no other purposes whatsoever in accordance with all applicable manufacturer's licenses, manuals and instructions in accordance with applicable Federal, State and County laws.

6.0 Rental Payments. In consideration and payment for the renting and provision by SIM to Customer of the Equipment and the Personnel during the Term hereof, Customer shall pay SIM the rental payments as and when described in the Quotation, without withholdings or deductions of any kind or nature, payable in immediately negotiable funds to SIM. Without limitation, any payment not timely made by Customer shall be immediately and automatically subject to a late charge equivalent to ten percent (10%) of that respective installment amount.

6.1 As security for the prompt and full payment of all rental payments and the faithful and timely performance of all provisions of this Agreement, SIM may require Customer to pay to SIM the amount set forth as the "Security Deposit" in the Quotation. Should any default occur in the performance of any of the covenants, conditions, warranties, representations or promises herein made by Customer, without limitation, SIM shall have the right, but not the obligation to apply the Security Deposit, in whole or in part, to the curing of any such default, including without limitation any late payment and/or interest due hereunder. Any such application by or on behalf of SIM shall not be a defense to any action by SIM arising out of any such default. Upon written demand, Customer shall immediately restore the Security Deposit to the full amount set forth in the Quotation. Upon the last day of the Term or earlier termination of this Agreement provided that Customer is not otherwise in default hereunder and has fully performed all provisions of this Agreement, SIM will return to Customer any remaining balance of the Security Deposit. During the Term hereof, SIM may commingle the Security Deposit with any and all other monies of SIM's. No interest shall accrue on the Security Deposit.

6.2 Notwithstanding anything to the contrary herein, in the event that Customer maintains any possession, dominion or control over any Equipment after the Term hereof, Customer agrees to pay two (2) times the daily charge set forth on the Quotation for each such piece of Equipment for each day after the Term said Equipment is not returned to SIM in the same condition as the Equipment was in as of the first day of the Term, normal wear and tear excepted.

7.0 Title/Ownership. Customer shall not have, does not have, or at any time shall acquire, any right, title and/or interest of any type or nature now or later contemplated in and to the Equipment. The parties hereto confirm their intent that the Equipment shall always remain and be deemed the sole property of SIM, whether or not said Equipment may hereinafter become attached or affixed to realty. For as long as Customer possesses any of the Equipment, Customer shall keep the Equipment free from any and all encumbrances, liens, attachments, levies and executions of any kind or nature now or later contemplated.

7.1 As between Customer and SIM, SIM is, from inception, and shall irrevocably remain during and after the Term of this Agreement, the sole and exclusive owner and author of any and all rights, titles, and interest of any kind or nature now or later contemplated in and to the System (defined below) and the Content (defined below) including, without limitation, any and all goodwill in any manner related thereto, in whole and in part, and any and all changes, repairs, updates, alterations, revisions, replacements, installations, substitutions, modifications, and additions thereto, in whole and in part. Customer shall not obtain any rights, titles, or interest of any kind or nature now or later contemplated in and/or to the System and/or the Content by implication, estoppel, operation of law, or otherwise, in whole or in part, including, without limitation, copyright ownership thereof, including, without limitation, all extensions and renewals thereof, trademark, trade dress or service mark rights at common law or otherwise, patent, other intellectual property rights, goodwill, or any confidential information, each and all of which are and shall remain from inception solely owned and/or controlled by SIM. Any and all work on or with the System and/or Content by or on behalf of Customer shall be a "work made for hire" by or on behalf of Customer for SIM.

8.0 Rights and Obligations of Customer. During the Term hereof and provided that Customer is not then in default hereunder, Customer shall: be entitled to the use, operation, possession and control of the Equipment as provided for in the Quotation (subject to any security interests to any third party SIM has granted therein); have the right to supervise and control any Personnel provided hereunder, unless such supervision or control is reasonably anticipated by SIM to cause liability damage and/or loss of value, aside from normal wear and tear, to the Equipment, or constitute a violation of any law, ordinances, rules or regulations; utilize and maintain the Equipment in a careful and proper manner and not permit the Equipment or Personnel to be operated or used in violation of this Agreement, any laws, statutes, ordinances, rules or regulations relating to the Possession, use or maintenance of the Equipment; pay SIM or a third party designated by SIM, upon written demand, any and all fees, assessments, and taxes and penalties (excluding SIM's income taxes), if any, now

or hereinafter imposed upon the Equipment and/or Personnel as a result of Customer's use and/or Possession hereunder; and be solely responsible for any and all customs or import duties, fees and/or costs in order to transport the Equipment and/or Personnel during its use and/or possession by Customer hereunder. The payment of any and all costs, taxes or monies required pursuant to this paragraph 8.0 shall be in addition to any and all compensation payable by Customer to SIM hereunder, and any such failure by Customer shall be deemed to be a breach and an Event of Default (defined below) hereunder. Customer shall promptly notify SIM in writing and send SIM copies of any and all notices, reports, inquiries, bills, demands or the like, from any authorities concerning taxes, fees or other charges received by Customer. Customer shall additionally be solely responsible for: any and all fees, costs or expenses related to licenses (including but not limited to manufacturer's licenses), registrations, permits and/or other certificates as may be required by any applicable authority for the lawful operation of the Personnel and Equipment; and all shipment and transportation charges and arrangements of the Personnel and Equipment from the time it leaves SIM's premises stated in the Quotation, to the time it is returned to SIM's premises stated in the Quotation, in the same condition as such Equipment was in as of the first day of the Term, normal wear and tear excepted. In the event any such Equipment is, in SIM's sole opinion, returned to SIM in any other condition except as stated in the immediately preceding sentence, Customer shall additionally pay to SIM hereunder any and all costs and expenses incurred by or on behalf of SIM to return such Equipment to said pre-rental condition.

8.1 During the Term, and provided that Customer is not then in default hereunder, Customer shall only be allowed to access and/or otherwise utilize Internet and/or World Wide Web (collectively for convenience "Web") servers, networks, computers, connections, and/or websites owned and/or controlled by or on behalf of SIM and/or otherwise accessible in or about SIM's premises, including, without limitation, the Facility (individually and collectively the "System") with SIM's prior written consent, which can be withheld by SIM in its sole discretion. Whether or not SIM grants any such approval, Customer shall not itself cause, allow, or permit nor cause, allow, or permit any other person or entity (each a "Person") to do any of the following: upload, transmit, or otherwise make available any music, sounds, photographs, data, text, software, graphics, videos, or any other types of audio, visual, and/or audiovisual materials of any kind or nature now or later contemplated, in whole or in part (individually and collectively "Content") on or via the System; in any manner and/or by any act or omission interfere with or disrupt the System, servers, or networks connected to the System or disobey any requirements, procedures, policies, or regulations of networks connected to the System; intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, any regulations having the force of law; reproduce, duplicate, copy, sell, rent, lease, transfer, assign, broadcast, exhibit, distribute, display, alter, create derivative works from, or otherwise exploit in any manner for any purpose any Content existing on or accessible through the System except as may otherwise be expressly provided for herein; interfere with, disrupt, or attempt to gain unauthorized access to the Content or System, servers, or networks connected to the System; reverse engineer, disassemble, or decompile the System, any Content on the System, or make any other attempt to discover the object code, source code and/or any other element of the System; remove, alter, destroy or cause to allow the removal, alteration, or destruction of any proprietary, trademark, copyright markings, data, code, or any other information of any kind or nature placed or contained on or within the System; utilize the System or any Content on the System for any commercial or unlawful purpose; use the System or Content in conjunction with any device or service designed to circumvent technological measures employed to control access to or the rights in the System or any Content on the System; use the System or Content to invade the privacy of or obtain personal information about any Person; copy, modify, erase, or damage any Content or other information on or via the System; violate any rights of any Person, including, without limitation, publicity or privacy rights, copyright or other intellectual property rights, or take any action that may be or is harassing, libelous, defamatory, abusive, tortuous, threatening, harmful, or otherwise objectionable; use or allow any data, mining, robots, or any other data gathering and/or extraction tools in connection with the System; use the System to post or transmit any unsolicited advertising or promotional materials; access or use any password protected, secure, or non-public areas of the System; impersonate or misrepresent your affiliation with any Person; commit any act in derogation of or inconsistent with SIM's rights in and to the System and/or the Content; create Web links to the System and/or the Content; "frame" or "mirror" the System or the Content on any other service or wireless or Web-based device; use the System or Content in connection with any infringing, obscene, threatening, libelous or otherwise unlawful or tortuous material, viruses, worms, bots, Trojan Horses, or other harmful computer code, files, agents, or programs; and/or interfere with or disrupt the integrity or performance of the System and/or the Content. Any use of the System or Content in contravention to the terms and conditions hereof shall constitute, without limitation, intentional trademark, patent, and/or copyright infringement by Customer, as applicable, and without limitation, a material breach by Customer of this Agreement.

9.0 SIM's Repair/Inspection Right. SIM shall at any and all times have the right to enter into and/or on the premises where the Equipment may be located at any given time, for the purpose of inspecting same and/or observing its use. Customer shall not make any alternations, changes, adaptations, additions, modifications and/or improvements to the Equipment, in whole or in part, without the prior written consent of SIM, which can be withheld in SIM's sole discretion.

10.0 Insurance. Notwithstanding anything to the contrary herein, Customer shall additionally obtain and maintain at all times during which Customer has possession of, dominion and/or control over (individually and collectively "Possession") the Equipment and/or Personnel, in whole or in part, at its sole cost and expense, the following primary insurance issued by insurance companies satisfactory to SIM in its sole discretion:

10.01 Comprehensive or commercial property damage and liability insurance and insurance against any and all loss or damage of any kind or nature now or later contemplated to the Equipment, including without limitation loss by fire, theft, collision or such other risks or loss as are customarily insured against with respect to the type of Equipment provided hereunder and the business in which Customer is engaged in the amount of not less than the full Casualty Value stated in the Quotation, per occurrence.

10.02 Comprehensive general liability or risk insurance for personal injury, bodily injury and property damage in the amount of not less than one million dollars (\$1,000,000) per occurrence, per person, covering any and all loss or damage of any kind or nature now or later contemplated related to the Equipment and Personnel hereunder.

10.03 Any and all workers compensation insurance covering the Personnel that may be required under any state or other applicable law.

10.1 Each such insurance policy shall name Customer as an insured and Sim Video Los Angeles, Inc. as an additional insured and sole loss payee thereof and shall contain clauses requiring the insurer to give SIM no less than ten (10) business days prior written notice of any alteration in the terms or conditions of any such policy and/or the cancellation thereof and stating that the coverage provided thereby is to be primary without right of contribution to or from any other insurance. Customer shall use its best efforts to include in each insurance policy hereunder a covenant by the insurer, that each such policy will not be invalidated as against SIM because of any violation of the condition or warranty of such policy, or any misstatement or incorrect information provided to the insurer in the application therefore by or on behalf of Customer. Any payment of insurance proceeds to SIM thereunder shall not otherwise release Customer from any other amounts payable pursuant to this Agreement or which may otherwise be due from Customer to SIM related to the provision of the Personnel and Equipment hereunder. Customer shall provide SIM with certificates or other documentary evidence satisfactory to SIM in SIM's sole discretion, that such insurance coverage is in effect prior to the delivery of the Equipment and/or Personnel, as applicable to Customer; provided, however, that SIM shall be under no duty or obligation to either ascertain the existence of or to examine any such insurance policy or to advise Customer in the event such insurance coverage does not comply with the requirements hereof. Customer shall provide to SIM, no later than five (5) business days after Customer's receipt thereof, a full copy of each and every insurance policy obtained by Customer pursuant hereto.

10.2 Notwithstanding anything to the contrary herein, Customer assumes all risk and liability for any loss of or damage to the Equipment, for the death of and/or injury to any person, including without limitation, Personnel and/or the property of any person and for any and all other risks and liabilities of any kind or nature now or later contemplated arising from the use, operation, condition, Possession and/or storage of the Equipment and/or Personnel, as applicable.

10.3 In the event of any damage or injury to the Equipment of any kind or nature now or later contemplated, and/or any injury to or death of Personnel during the Term hereof and/or during any time where Customer is in Possession of the Equipment and/or Personnel, in whole or in part (hereinafter "Event of Loss"), Customer shall give prompt written notice to SIM thereof, and upon demand by SIM, in SIM's sole discretion: pay to SIM all costs of repair of such Equipment to the condition such Equipment was in prior to such Event of Loss; pay to SIM the full cost of replacement of such Equipment with equivalent new Equipment or its successor technology without withholdings or deductions of any kind or nature for depreciation or otherwise, less any net insurance proceeds for same actually received by SIM; and/or SIM may treat same in whole or in part, as an Event of Default hereunder. In addition, upon such payment from SIM to Customer, this Agreement shall terminate only with respect to such applicable Equipment items. Notwithstanding anything to the contrary herein, Customer assumes and shall bear the entire risk of loss and damage, in whole and in part, from any such

Event of Loss, and same shall not reduce or discharge any of Customer's obligations hereunder, which shall continue in full force and effect, except as may otherwise set forth in this paragraph 10. Customer shall not be entitled to any offset, setoff or any other reduction whatsoever from any monies otherwise owed to SIM hereunder as a result of any such Event of Loss. Promptly after an Event of Loss, Customer shall file all documentation as required by applicable law, insurance company, SIM or otherwise and shall fully cooperate with SIM and any and all Persons affiliated with the providers of the insurance hereunder, in the investigation and/or defense of any and all claims or suits related to such Event of Loss and/or with any governmental or law enforcement agency pertaining to same. Customer shall promptly deliver to SIM copies of any and all papers, notices and/or other documents served on, delivered to or provided to or on behalf of Customer, in connection with any such Event of Loss.

11.0 Default by Customer: An event of default ("Event of Default") shall occur if: Customer shall make or attempt to make any assignment for the benefit of creditors, any composition with creditors, or any action or proceeding under any bankruptcy, liquidation, or insolvency law is taken by or against Customer; Customer fails to timely pay any monies due hereunder to SIM; Customer uses or attempts to use the Equipment for underwater or aerial mounted photography or recording of any kind or nature; Customer attempts to remove, sell, transfer, encumber, create a security interest in or sublet any item of Equipment hereunder; Customer otherwise suffers in SIM's sole discretion, an adverse material change in its financial condition; Customer attempts to or does cancel this Agreement at any time and/or for any reason; and/or Customer shall fail within ten (10) days after written demand by SIM, to remedy completely any other alleged, actual, or anticipated breach or to observe any other covenant, condition, agreement, representation or provision to be performed or observed by Customer hereunder; then, in any such events, SIM may, in addition to (and without prejudice of) any or all of its other available rights and remedies at law, equity, contractually or otherwise (individually and collectively "Remedies"), terminate the Term of this Agreement by giving written notice to Customer of such termination.

12.0 SIM's Rights and Remedies. Upon any Event of Default SIM may, at any time, in its sole discretion, do any and/or all of the following: immediately terminate the Agreement; declare all sums due or to become due hereunder including, without limitation, all unpaid compensation which, but for an Event of Default, would have become payable by or on behalf of Customer hereunder, to be immediately due and payable; to discontinue the performance of any and/or all of SIM's obligations hereunder; repossess the Equipment without legal process or notice (in such regard, Customer specifically authorizes SIM and/or its designee without liability to enter upon any premises where said Equipment is kept during any Event of Default, to physically take possession of same) and to immediately upon notice reimburse SIM for any and all expenses of such repossession and/or other enforcement of SIM's rights and remedies including without limitation, all attorneys' fees and actual costs incurred; and/or, to exercise any and/or other Remedies. In addition, Customer shall be solely liable for any and all legal fees and other costs and expenses resulting from the foregoing Events of Default and/or the exercise of SIM's Remedies as a result thereof.

12.1 Any and all Remedies shall be deemed cumulative and additional and not in lieu of or exclusive to one another or of any other remedies available to SIM at law, in equity, pursuant to this Agreement or otherwise. Waiver of any breach, provision hereof, and/or an Event of Default or of any one or more of the conditions, covenants, promises and/or obligations contained in this Agreement and no acquiescence by SIM of any single instance or repeated instance of same, shall be deemed to apply or constitute a waiver of any other or succeeding or repeated provision hereof, Event of Default or breach hereunder. To the extent permitted by applicable law, Customer hereby waives any rights now or hereinafter conferred by statute or otherwise which may require SIM to mitigate SIM's damages or which may otherwise limit or modify any of SIM's rights or remedies hereunder.

13.0 Effect of Expiration and Termination. Upon the expiration or termination of the Term of this Agreement for any reason, any and all rights in and to the Personnel and/or Equipment shall immediately and irrevocably cease and automatically revert back to SIM. Customer shall at Customer's cost and expense, immediately return any and all Equipment to SIM, free from all damage in the same condition and appearance as when received by Customer, ordinary wear and tear excepted.

14.0 WARRANTY; LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, SIM MAKES NO WARRANTY OF ANY KIND OR NATURE NOW OR LATER CONTEMPLATED, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT OR PERSONNEL AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS, QUALITY AND/OR OTHER WARRANTIES OF WHATEVER KIND OR NATURE ARE HEREBY DISCLAIMED BY SIM AND EXPRESSLY WAIVED BY CUSTOMER. In the event that

SIM shall become liable to Customer on account of SIM's performance or non-performance of any of its obligations under this Agreement, no matter how arising: the amount of damages recoverable against SIM for all events, acts and/or omissions shall not exceed in the aggregate the total amount of all compensation then paid by Customer to SIM hereunder; and, the measure of damages shall not include any amounts for special, incidental, indirect and/or consequential damages of any party, including without limitation, third parties.

15.0 Customer's Warranties and Representations. Customer warrants and represents that:

15.1 It is free to fully enter into and perform this Agreement for the entire Term. All information furnished by Customer in and per this Agreement, including, without limitation, Customer's financial condition, and other information in the Form, is true and correct, shall remain true and correct for the entire Term hereof and does not and shall not contain any information that is false or misleading, and all of Customer's expressions of fact, expectation, intention, belief and opinion which may be contained herein were truthfully made after due and careful inquiry. Customer shall notify SIM in writing if any of the information Customer previously provided in the Form, changes in any manner during the Term hereof.

15.2 Customer shall not do nor attempt to do, nor suffer to be done during the Term of this Agreement any act in derogation of or inconsistent with SIM's rights hereunder.

15.3 Customer will handle the Personnel and handle and store the Equipment in accordance with the prevailing professional standards and procedures and to exercise best efforts in connection therewith.

15.4 All of Customer's warranties, representations, promises, indemnities and agreements hereunder shall be true and correct as of the Effective Date, during the entire Term hereof, and shall survive the expiration or termination of this Agreement for any reason.

16.0 Indemnification. Customer will, at its own cost and expense, fully and effectively indemnify, save and hold harmless, upon demand, SIM and its employees, agents, successors and assigns, from and against any and all liabilities, losses, damages, costs, and expenses, (including without limitation reasonable attorneys' fees and all costs) incurred or sustained by reason of or resulting from: any anticipated, actual or alleged breach of any of the warranties, representations or agreements made by Customer hereunder; from any reliance upon any such warranties, representations or agreements made by SIM hereunder; from an Event of Default or Event of Loss hereunder; from any act or occurrence whatsoever with respect to Customer's use and/or possession of the Equipment and/or Personnel including, without limitation, any act, omission or negligence of Customer and/or its designees; and/or, arising from any accident, injury or damage whatsoever caused to any Person or property of any Person, including without limitation that of SIM and/or its designees during or after the Term at any Event Location, to the Equipment and/or the Personnel and/or in excess of the provided limits of insurance to be obtained and maintained by Customer hereunder. In the event that any Person shall make any claim or institute any suit or proceeding alleging any facts which, if true, would constitute an anticipated, actual or alleged breach, Event of Loss and/or Event of Default by Customer hereunder, Customer shall give prompt written notice of same to the SIM and Customer shall undertake at its own cost and expense SIM's defense thereof and shall supply competent and experienced counsel acceptable to SIM to defend any such suit or proceeding for SIM. Such counsel shall take all steps necessary in the defense or settlement thereof, provided that Customer shall not consent to a settlement or compromise of, or consent to the entry of any judgment arising from any such claim or legal proceeding without the express prior written consent of SIM, not to be unreasonably withheld. It is understood that in considering whether or not to give such consent, SIM is entitled to assess the implications of such settlement, compromise or judgment on the future conduct of its business activities. SIM shall have the right, but not the obligation, to participate in (but not to control) the defense of any such action, with counsel of its own choice and at its own expense.

17.0 Assignment. Customer shall not assign transfer, pledge or hypothecate this Agreement, nor the Equipment or Personnel, in whole or in part.

18.0 Notices. All notices, approvals or documents which one party hereto is required to deliver to the other shall be in writing, and shall be personally delivered, emailed, sent by Federal Express or other written verification delivery service ("Delivery Service") or mailed via registered or certified mail, return receipt requested to the address as first set

forth above for the receiving party. All notices given by mail shall be deemed given the later of: the date of signed receipt or five (5) days from the day of deposit in the mail. All notices sent by e-mail or Delivery Service shall be deemed given when received, provided, however, that the sender has received a written or printed confirmation of successful transmission or delivery. All notices given by personal delivery shall be deemed given when received.

9.0 Force Majeure. With the exception of subparagraph 4.2, above, neither party shall be deemed in default if the performance of its obligations hereunder is delayed, or becomes impossible or impracticable by reason of any Act of God, war, fire, earthquake, flood, accident, civil commotion, strike or in general any industrial disturbance or shortage of raw material or energy, act or refusal of any Government, union, guild or similar body, their agencies or officers, or any other legitimate cause beyond the control of the parties hereto. However, notwithstanding anything to the contrary foregoing, in the event of any such force majeure occurrence, Customer's obligations hereunder, including without limitation the payment of all monies due SIM hereunder, shall continue in full force and effect.

## 20.0 Miscellaneous.

20.1 This Agreement shall be construed and interpreted under the laws of the state of California applicable to agreements both entered into and performed in California, regardless of choice of law rules or statutes. Any disputes which arise under the terms and conditions of this Agreement shall be submitted for adjudication in SIM's sole discretion, either: in the Federal or State courts located in Los Angeles County, California; or, for binding arbitration to JAMS or other alternative dispute resolution entity ("Entity") before a sole arbitrator in Los Angeles County, California, subject to the rules promulgated thereby from time to time and in accordance with California Code of Civil Procedure Section 1283.05. Any such arbitration award shall be entered in a California court of competent jurisdiction as a final judgment. This arbitration clause shall remain in full force and effect, notwithstanding the nature of any claim or defense thereto. Each party hereto waives that any claim that such courts or Entity do not have jurisdiction or are an inconvenient forum. Any process in any such action or proceeding may, in addition to personal service, be based upon a party hereto in accordance with paragraph 18.0, above, and shall have the same force and effect as personal service within California. To the extent permitted by law, the parties hereto expressly waive their right to trial by jury in connection with any claim, demand, action, or proceeding arising out of this Agreement.

20.2 If any part of this Agreement shall be declared invalid or unenforceable by a court or arbitration tribunal of competent jurisdiction, it shall not affect the validity of the balance of this Agreement.

20.3 This Agreement sets forth and contains the entire understanding between the parties hereto, and shall supersede any and all previous agreements, oral or written, express or implied, entered into by and between the parties hereto. This Agreement may not be amended or modified, except by a writing signed by both parties hereto. This Agreement shall not be deemed to create any partnership, joint venture, agency, fiduciary or employment relationship between the parties, and neither party shall hold itself out as the agent or partner of the other.

20.4 Paragraph headings herein are for convenience only, and are not part of this Agreement, and shall not be used in construing it. Subject to the provisions of this Agreement, this Agreement shall inure to the benefit of and be binding upon each party and its permitted successors and assigns, if any.

20.5 In the event of any action, suit or proceeding hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees, in addition to all costs of said action, suit or proceeding from the non-prevailing party. The Court or arbitrator, as applicable, shall determine who is the prevailing party, whether or not the dispute or controversy proceeds to final judgment.

20.6 This Agreement may be executed in one or more counterparts. Customer agrees to execute with acknowledgments or affidavit, if required, by SIM any and all further documents and writings which SIM may deem necessary or expedient to effectuate this Agreement. Should Customer not sign any such document within three (3) business days after presentment, Customer irrevocably appoints SIM as Customer's limited attorney in fact to execute and deliver each such other and further documents in Customer's stead, said limited power of attorney being coupled with an interest. This Agreement was jointly prepared by the parties hereto.



20.7 Each party hereto acknowledges that it has been represented by or been given the full and effective opportunity to be represented by counsel and accountants of its own choice throughout all of the negotiations and execution of this Agreement.

20.8 The Federal Equal Credit opportunity Act prohibits credit grantors from discriminating against applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding agreement), or sexual preference. The federal agency that administers compliance with same is the Federal trade Commission.

20.9 All rights and remedies of SIM are cumulative and not in lieu of any other rights or remedies that SIM may have hereunder, at law, in equity or otherwise. An election by SIM to pursue a certain right or remedy shall not preclude SIM from pursuing any or all other rights or remedies available to it. Nothing contained in this Agreement shall constitute a partnership, joint venture, or agency relationship between the parties. A waiver of an alleged, actual or anticipated breach or default by a party hereto in any one instance shall not constitute a waiver of subsequent alleged, action, or anticipated breach of default, whether or not similar.

I, \_\_\_\_\_, hereby acknowledge that I am an employee of \_\_\_\_\_ (the "Company"), duly authorized to act on their behalf and I agree as follows:

- 1. I have read this rental agreement in its entirety and the Company agrees to abide by its terms.
- 2. The Company accepts liability for whomever it authorizes to pick up equipment from **SIM Digital**.
- 3. By signing this Agreement the Company agrees to abide by the terms of this agreement for any and all future equipment rentals as and when they may occur.

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Expiry Date



SIM Digital

# SIM Digital

## ACCOUNT APPLICATION



### BUSINESS INFORMATION

Company Name \_\_\_\_\_ Attention \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 Type of Business \_\_\_\_\_ Tax ID or SS Number \_\_\_\_\_  
 Division or Subsidiary of \_\_\_\_\_ Years in Business \_\_\_\_\_

### PROJECT INFORMATION

Job Name \_\_\_\_\_ Producer \_\_\_\_\_  
 Production Mgr. /Coordinator \_\_\_\_\_ Phone \_\_\_\_\_  
 Referred to SIM Digital by \_\_\_\_\_  
 Authorized Person(s) to order equipment \_\_\_\_\_

### INDUSTRY TRADE REFERENCES

1. Company \_\_\_\_\_ Phone \_\_\_\_\_
2. Company \_\_\_\_\_ Phone \_\_\_\_\_
3. Company \_\_\_\_\_ Phone \_\_\_\_\_

### CREDIT REFERENCES

1. Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_
2. Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### BANKING INFORMATION

Bank Name \_\_\_\_\_ Account # \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ Contact \_\_\_\_\_

Client agrees to be bound by the general terms and conditions of SIM Digital rental agreement form. First transaction is COD. If terms are granted, subsequent payment is due 30 days from the date of invoice. Client agrees to pay 2% interest charges per month on all outstanding amounts. Client hereby authorizes SIM Digital to contact anyone listed herein for verification of facts.

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

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**



SIM Digital

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### INSURANCE REQUIREMENTS



Rental clients are responsible for insuring rental equipment and are liable for any loss or damage to the equipment other than normal wear and tear. To better process your rental order please mail or fax your insurance certificate as soon as possible, preferably days before your actual rental date. Insurance certificate or faxed copy must be received no later than 12 noon the day of the rental for proper verification.

It is necessary that your submitted insurance certificate listing the “Insured”, company or individual corresponds with the applicant name on the SIM Digital Account Application.

#### **Rental Clients must provide:**

- Insurance certificate naming **SIM VIDEO LOS ANGELES o/a SIM Digital** as the Certificate Holder, with a \$1,000,000 General Liability policy and as Additional Insured and Loss Payee as respects to the Miscellaneous Rented Equipment.
- The policy expiration date must not be earlier than 3 days after the package return date.
- Rentals may require a deposit. This deposit amount is based on your issued deductible listed on the Insurance Certificate under miscellaneous and/or rented equipment section. This amount is only a HOLD authorization, not an actual charge.
- SIM Digital accepts credit cards only, no debit cards for rental deposits.

Once the equipment has been returned with no discrepancies and no balance due, then the deposit will be released. Please allow a minimum of 48 hours upon return of equipment to SIM Digital, any discrepancies found will be reported to the customer verbally and by a Repair/Loss/Damage Report.

We encourage the rental client to carefully inspect and prep the equipment prior to rental.



SIM Digital

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## CREDIT CARD AUTHORIZATION



*This document authorizes SIM Digital to use the following credit card information.*

*Please fax back to SIM Digital Los Angeles at 323-978-9018 along with*

*a photocopy of both the card holder's driver's license and a copy of both sides of the credit card:*

Cardholder's Name (as it appears on the card): \_\_\_\_\_

Billing Address of the card: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Credit Card (please circle one):                      AMEX                      MASTERCARD                      VISA

Cardholder's Name (as it appears on the card): \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name of Bank Issuer (Visa/MasterCard only): \_\_\_\_\_

CVV# (MasterCard/Visa – 3 digit code of back of card): \_\_\_\_\_

CVV# (Amex – 4 digit code on the back of card): \_\_\_\_\_

*I hereby authorize Sim Video Los Angeles o/a SIM Digital to use this card for the initial rental payment, any add-on equipment to the rental order, loss/damage fees incurred from the rental order, and the security deposit, which is the deductible listed under Miscellaneous Equipment coverage on the submitted Insurance Certificate. I understand that the signature on this contract will serve as my authorized signature on the credit card receipt.*

Rental Amount \$ \_\_\_\_\_

Security Deposit (the deductible under Miscellaneous Equipment)                      \$ \_\_\_\_\_

Authorized by: \_\_\_\_\_

(Signature)

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

\_\_\_\_\_  
(Print)