

Wintech Video Credit Application

GENERAL INFORMATION

Company Name: _____ DBA: _____

Parent Company (if subsidiary): _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Nature of Business: _____ Year Established: _____

Check One:

- Corporation
- LLC
- Partnership
- Individual

CREDIT & TRADE REFERENCES

(open, active accounts, fax numbers must be included to process credit app.)

Reference #1

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact: _____

Reference #2

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact: _____

Reference #3

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact: _____

Reference #4

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Contact: _____

BANK INFORMATION

Bank: _____

Representative: _____

Address: _____

Phone: _____ Fax: _____

Checking Account #: _____

Savings Account #: _____

Other #: _____

American Express #: _____ Expiration: _____

Visa/Master Card #: _____ Expiration: _____

TO BE COMPLETED BY CORPORATIONS AND LLC's ONLY

President: _____

Treasurer: _____

Incorporated under the laws of what state? _____ Year: _____

Federal ID #: _____

TO BE COMPLETED BY INDIVIDUALS AND PARTNERSHIPS ONLY

Employer's Name: _____

Position: _____

City: _____ State: _____

Phone: _____

Social Security #: _____ Drivers License #: _____

TO BE COMPLETED BY ALL APPLICANTS

Have you ever filed for bankruptcy? _____

Disposition: _____

Do you require use of Purchase Orders or other references? _____

Persons authorized to place orders: _____

INSURANCE INFORMATION

Your Insurance Broker: _____

Your Insurance Agent: _____

Phone: _____ Fax: _____

A CERTIFICATE OF INSURANCE LISTING WINTECH VIDEO, AS LOSS PAYEE IS REQUIRED PRIOR TO RENTAL

Most financial banking institutions, as well as other businesses, require a signature prior to releasing any financial information. By signing this form, I/we hereby authorize the release of any and all credit information to be released to WINTECH VIDEO INC.

In consideration of the extension of credit terms, the undersigned severally and / or collectively personally guarantee the payment of all charges made by and/or on behalf of the applicants, plus attorney fees, court and all other costs of collection should collection proceedings become necessary.

I agree to Wintech Video Terms and Conditions. (See attached)

Yes No

WINTECH VIDEO RENTAL AGREEMENT

1. **TERMS RENTAL PAYMENT:** This is a lease of the equipment and accessories (hereafter collectively referred to as "equipment") described on the reverse side hereof. Rentee agrees to promptly notify and obtain WINTECH VIDEO agreement to any extension of the rental term. A service charge of 1.5% per month will be levied on all past due accounts.
2. **LOCATION:** The equipment shall only be used at the locations shown on the reverse side hereof and shall not be removed from these locations without Rentor's prior written consent.
3. **COMPLIANCE WITH LAWS, & LABELS:** Rentee shall comply with all laws, ordinances and regulations in any way related to use, operation or maintenance of the equipment. Rentor's property labels shall not be removed. Rentee is responsible for removing Rentee's identifying labels before returning the equipment.
4. **ACCEPTANCE:** Rentee acknowledges that he has fully inspected and accepted said equipment in good condition and repair.
5. **INSPECTION:** At all times during business hours, Rentor shall have right to inspect equipment or observe its use.
6. **ALTERATIONS:** Rentee shall not make any alterations, additions or improvements to the equipment without the written consent of the Rentor.
7. **LOSS AND DAMAGE:** Rentee hereby assumes and shall bear the entire risk of loss and damage to the equipment from any and every cause whatsoever, except as otherwise provided in the following paragraph.
8. **SURRENDER:** Upon the expiration or earlier termination of this lease, Rentee shall return the equipment and all the accessories (including, but not limited to, sensors, connectors, cables, terminators, power cords, operation or maintenance manuals, and test charts furnished by Rentor) to Rentor in good repair, in the same condition as the said equipment was at the time of delivery thereof to Rentee, ordinary wear and tear resulting from proper use thereof alone expected.
9. **LIENS:** Rentee shall keep the equipment free and clear of all liens and encumbrances whatsoever.
10. **WARRANTY:** Rentee acknowledges and agrees that Rentor makes no warranty, express or implied, regarding the equipment, including without limitation, warranty, and merchant ability or fitness for any purpose. Rentor's obligation to Rentee shall be limited to the repair or replacement of equipment, which is defective, when delivered to the Rentee and Rentee, agrees that this shall be its sole and exclusive remedy against Rentor.
11. **DEFAULT:** Upon Rentee's default or breach of any provision hereof, or upon the happening of any event expressed in the following paragraph (12) thereof, Rentor shall have, in addition to all legal remedies available to him, the right to take possession of any and all items of equipment, without demand or notice, whenever the same shall be located, without any court order or other process of law and Rentee hereby waives any and all damages occasioned by said taking.
12. **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 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 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 (11) 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.

13. RENTOR'S EXPENSES: Rentee shall pay Rentor All cost and expenses, including attorney's fees. Incurred by Rentor in exercising any rights or remedies hereunder or enforcing any of the terms, conditions, or provisions hereof.

14. ASSIGNMENT, ETC.: The Rental Agreement and/or the equipment, may not be assigned, transferred, pledged, hypothecated, sublet, or lent by Rentee to any one without prior written consent of the Rentor. Rentor may assign this rental agreement and/or mortgage and/or sell said equipment subject to the terms thereof.

15. CANCELATION: Subject to a base rate change.

16. DOWNTIME: Rentor shall be entitled to use up to ten percent (10%) of the billed daily time on the job at its discretion for maintenance, etc. 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 consequential damage, such as compensation payable to personnel caused by malfunctioning of equipment. WINTECH VIDEO cannot be responsible for customer's failure of operating the equipment properly. We will provide instructions free of charge at our premises. All rental equipment is guaranteed to operate when it leaves our premises. In the event of equipment failure or malfunction, customer should notify WINTECH VIDEO'S Service Department by telephone. We cannot accept responsibility for malfunctions reported after termination of rental.

17. DOWNTIME RENTEE: In the event the equipment is damaged, rentee shall remain responsible for the cost of the equipment on a daily rental basis, based on the published list prices. No discounts. Charges will continue until equipment is repaired or cost of equipment replacement value is returned to WINTECH VIDEO.

18. RECIPROCAL INDEMNITY: Rentee shall be responsible for all expense, damage, and liability caused by the equipment of personnel while under the control of Rentee and Rentee shall indemnify and hold Rentor harmless from any such expense, damage, and/or liability caused by the equipment of personnel while under the control of Rentee and Rentee shall indemnify and hold Rentor harmless from any such expense, damage, or liability. Expenses herein, shall include reasonable attorney's fees, and payment of the deductible amount of any applicable insurance in the event of loss. Each party shall cooperate with the other party to help secure for such other party the benefits of any applicable insurance coverage.

19. CHARGES: All rentals are F.O.B. our premises. Rental charges start on the day equipment is picked up, if pick-up is made prior to 5p.m.: if pick-up is made after 5p.m.: rental starts the following day. All rentals terminate 9a.m. Equipment that is returned after 9 a.m. WILL BE CHARGED AN EXTRA DAY'S RENTAL. A weekly rental is based on seven (7) consecutive days, and a monthly rental is based on four (4) consecutive weeks, each rental terminating at 9 a.m. on the FOLLOWING DAY. EQUIPMENT NOT RETURNED IN TIME WILL BE CHARGED FOR AN EXTRA DAY'S RENTAL AT THE REGULAR DAILY RATE.

20. INSURANCE REQUIREMENT: Rentee agrees to indemnify and hold Rentor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney fees arising out of, connected with, or resulting with the lease of any equipment of the employment of any personnel provided by Rentor hereunder provided, however, that Rentee shall have no obligation to indemnify and hold harmless Rentor for his sole negligence or for the intentional or wanton misconduct of any personnel

by WINTECH VIDEO.

Rentee shall secure and maintain (a) All-Risks of Loss insurance coverage for Direct Physical Loss of or Damage to the equipment rented from the Rentor, at full Replacement Cost or Value, and (b) Comprehensive General Liability insurance in an amount of not less than \$1,000,000.00 combined single limit for Personal Injury, Bodily Injury, and Property Damage. The Comprehensive General Liability form shall include the covered parts for broad form Contractual Liability. Rentee shall provide Certificates of Insurance, signed by an authorized representative of the Rentee's insurance in duplicate, evidencing that Rentee is in compliance with the insurance provisions of this agreement. Rentee shall have the insurance companies providing the coverage's required hereunder add the interest of the Rentor as an additional insured and loss payee as his interest may appear in reference to any and all equipment provided by Rentor under the terms and conditions of this agreement. Any insurance companies providing the required coverage prior to issued to Rentor shall stipulate that the coverage's indicated on the insurance Certificate shall be primary coverage and not contributing with any other insurance maintained by Rentor. It is agreed that Rentee insurance coverage shall commence at the time of any of Rentor's equipment leaves Rentor's premises and shall remain in full force and effect until the equipment is returned to the premises of Rentor unless Rentor shall stipulate that such equipment is to be returned to a specific location other than the Rentor's premises.

I agree to Wintech Video Rental Conditions.

Yes No

_____ Date: _____
Name

Signature