



# Eastern Effects Rental Contract # 1

NET 15 TERMS

7 Pages

**\*TO OPEN AN ACCOUNT WITH EEI, INC. PLEASE RETURN THE FOLLOWING PAPERWORK\***  
(Minimum processing time is 3 business days)

1. The completed and signed CREDIT APPLICATION. (Incomplete applications will not be processed)
2. The completed and signed BANK REFERENCE.
3. The completed and signed RENTAL TERMS & CONDITIONS.
4. The completed and signed VEHICLE RENTAL AGREEMENT.
5. The completed and signed CREDIT CARD AUTHORIZATION.
6. A valid CERTIFICATE OF INSURANCE. SEE "INSURANCE" BELOW FOR MORE INFO.  
**\*ALL VEHICLE RENTALS REQUIRE VEHICLE INSURANCE\***
7. A valid NEW YORK STATE RESALE CERTIFICATE or TAX EXEMPTION (if applicable).

*\*EEI will begin preparing the requested package for rental only when the fore-mentioned actions are satisfied.*

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## PAYMENT

### 1. PAYMENT TERMS:

- Valid purchase orders are required for any rental or additional rental package.
- Invoices will be billed on a weekly basis and are due 15 days from the invoice date. Late payments are subject to a weekly finance charge of 1.5%.
- Feature Films: The first two (2) weeks of the rental or any additional rental package are due on the day of equipment check-out. Weekly billing will commence for any remaining rental weeks the day after the equipment check-out.
- Corporate, Certified, or Personal Checks are accepted.
- Credit Cards accepted include: Visa, MasterCard, American Express, & Discover.

### 2. SECURITY DEPOSITS:

- Required for any rental or additional rental package that exceeds one (1) week.
- The deposit will be equivalent to one week's rental rate.
- Deposits are held until all monies owed to Eastern Effects, Inc. have been paid in full.
- Check, Credit Card, or Cash are all acceptable deposit payment forms.

## INSURANCE

### 1. ALL CUSTOMERS MUST PROVIDE EEI WITH INSURANCE PRIOR TO THE FIRST RENTAL:

- Eastern Effects, Inc. Must Be Listed As an "Additionally Insured and Loss Payee" On the Policy.
- Vehicle Insurance Must Include: **Hired Autos, Non-Owned Autos, and Physical Damage at No Less Than \$125,000.00 Per Vehicle Rented.**
- **Customer's Renting a Combi Truck Must Provide Physical Damage at No Less Than \$175,000.00**
- Also Make Sure of the Following: (1) The policy is written by a United States carrier in U.S. dollars. (2) The customer's policy provides coverage for rented equipment, accessories and vehicles for both property and liability. (3) The limit of liability is clearly stated. (4) The deductible, if any is indicated. (5) The coverage is all risk. (6) The coverage is written on a world-wide basis, including transit. (7) The coverage is written on a "Replacement Cost Basis" without deduction for depreciation. (8) The captioned policy will be endorsed to provide 30 days written notice to Eastern Effects, Inc. in the event of cancellation, reduction, or increase in coverage. (8) The policy includes an endorsement stating that with respect to equipment rented from Eastern Effects, Inc. as their interest may appear. (9) The certificate is signed by either a representative of the insurance company or an agent of the company. (10) Auto Liability coverage shall be PRIMARY and NON CONTRIBUTORY.

***Thank you for your order. We appreciate your business and look forward to working with you!***

**CREDIT APPLICATION**

**GENERAL:**

Business Name: \_\_\_\_\_

Trade Name or D.B.A: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal ID #: \_\_\_\_\_ Tax Exempt #: \_\_\_\_\_

Type of Business: Corporation { } S-Corp { } LLC. { } Partnership { } Individual { } Years In Business? \_\_\_\_\_

Do you use Purchase Orders: Yes { } No { }

Name of Person(s) Authorized to Sign Purchase Orders: \_\_\_\_\_

Name of Person(s) Responsible for Accounts Payable: \_\_\_\_\_

**OFFICER(S)/OWNER(S) INFORMATION:**

Full Name: \_\_\_\_\_ SSN#: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Full Name: \_\_\_\_\_ SSN#: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Signature of Officer / Owner:** \_\_\_\_\_

**BANK INFORMATION:**

Bank Name: \_\_\_\_\_

Account Officer: \_\_\_\_\_

Checking Account #: \_\_\_\_\_ Savings Account #: \_\_\_\_\_

Bank Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**TRADE REFERENCES:**

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact/Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact/Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Company Name: \_\_\_\_\_ Address: \_\_\_\_\_

Contact/Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**CREDIT TERMS:**

Regular terms of payment required by Eastern Effects, Inc. are as follows, unless otherwise agreed in writing:

- ALL Invoices are due 15 days from the invoice date. Late payments are subject to a weekly finance charge of 1.5%.
- Feature Films: The first two (2) weeks of the rental or any additional rental package are due on the day of equipment check-out. Weekly billing will commence for any remaining rental weeks the day after the equipment check-out.

**CUSTOMER AGREEMENT:**

I, (Customer), authorize Eastern Effects, Inc. (EEI) to obtain such information as EEI may require concerning the statements made in this application and agree that the application shall remain the property of EEI, whether credit is granted or not. I hereby declare that all statements in this application are true and complete. I agree to notify EEI of any material change in the statement as set forth and this statement shall be construed by EEI to be a continuing statement of the conditions of the undersigned and agreement to the terms and conditions of Eastern Effects, Inc. until written notice to the contrary is received and acknowledged by EEI. If Customer or any Guarantor of Customer at any time becomes insolvent or files, or has filed against it, a petition in bankruptcy, or if any representations made by the Customer prove to be untrue, or if Customer defaults in the payment of any sum due EEI, whether in the form of a promissory note, debit or open account, or any other financial obligation, or if Customer breaches any of the terms and conditions which are part of this Agreement, then and in either such case, all of Customer's obligations to be held by EEI shall become immediately due and payable without demand or notice. In the event of suit to enforce payment of any sum due from Customer to EEI, Customer shall pay all counsel fees, costs and disbursements that EEI may incur. In consideration of the granting or renewing of any credit to Customer, Customer waives the pleading of the statute of limitations as a defense to any obligation of Customer to EEI. The Customer acknowledges that all sales, rentals, and services are made in the State of New York. All actions against the undersigned may be brought in the State of New York, and the undersigned expressly consents to the jurisdiction of the courts in the State of New York.

**Printed Name of Signing Officer/Owner:** \_\_\_\_\_

**Signature of Officer/Owner:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CONTINUING GUARANTY:**

For valuable consideration, including the execution of one or more Rental Contracts by and between Eastern Effects, Inc. (EEI) as the Lessor and the Lessee, the undersigned ("Guarantor"), jointly and severally, irrevocably and unconditionally guaranty to pay and perform any and all obligations of Lessee under each and every agreement, condition, and covenant contained in said agreement or in any supplement or amendment thereto or on any statement given in pursuance thereof, as well as due payment of all obligations which Lessee at any time may owe Eastern Effects, Inc.

This guaranty shall not be impaired by any modification or other agreement to which the Lessee and EEI may hereafter agree, or by any modification, release, or other alteration of any of the obligations hereby guaranteed, or of any security thereof, to all of which the Guarantor hereby consents. The liability of Guarantor is direct and unconditional and may be enforced without requiring EEI to resort to any other right, remedy or security. Guarantor acknowledges and agrees that this Guaranty and the foregoing credit agreement is deemed to have been delivered to EEI in the State of New York, County of Kings, and Guarantor and EEI hereby irrevocably consent and agree that any dispute arising under or in connection with this agreement shall be submitted to, and solely determined by, final and binding arbitration conducted by the American Arbitration Association in the State of New York and the County of Kings. This Agreement, and all disputes arising in connection therewith shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, without giving effects to principles of conflicts of law or choice of law. The award by the arbitrator may be entered in any court having jurisdiction thereof.

The Guarantor agrees that if Guarantor of the Lessee should at any time become insolvent, or make a general assignment for the benefit of creditors, or if a proceeding shall be commenced by, against or in respect of the Customer under any insolvency law, any and all of the undersigned's obligations under this Guaranty shall, at EEI's option forthwith become due and payable without notice.

This Guaranty is a continuing Guaranty and it shall continue in full force and affect until Guarantor delivers written notice of termination to EEI. Notice of termination shall be effective only if delivered to EEI by hand or by registered mail with receipts acknowledged in writing by EEI. In all circumstances, termination shall be applicable only to transactions having their inception after notice of termination is properly furnished to EEI, and any and all rights and obligations arising out of transactions having their inception prior to such notice of termination shall not be affected.

Guarantor agrees to promptly notify EEI in writing of any material change in the operations of the Lessee's business or the ownership of the Lessee.

The Guarantor waives (to the extent permitted by law) any and all right to trial by jury in any action or proceeding based hereon. Guarantor further waives (to the extent permitted by law) the pleading of the statute of limitations as a defense to any obligations of either Lessee or Guarantor to EEI. This Guaranty cannot be changed or terminated. Guarantor further agrees to pay all attorney's fees, costs, and expenses that EEI may incur in connection with enforcing its rights under this guaranty and accompanying credit agreement.

**Name of Guarantor:** \_\_\_\_\_

**Name of Guarantor:** \_\_\_\_\_

**Signature of Guarantor:** \_\_\_\_\_ **date** \_\_\_\_\_

**Signature of Guarantor:** \_\_\_\_\_ **date** \_\_\_\_\_

**Address of Guarantor:** \_\_\_\_\_

**Address of Guarantor:** \_\_\_\_\_

Eastern Effects, Inc.  
210 Douglass Street  
Brooklyn, NY 11217



**Bank Reference**

**Please fax back to: 888-566-6547**

Our mutual client has given your bank as a reference in order to establish a line of credit with Eastern Effects. All information contained herein is considered to be confidential. The favor of your immediate attention is greatly appreciated.

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This section to be completed by CLIENT:

**Account Representative:** \_\_\_\_\_

**Bank Name:** \_\_\_\_\_ **Bank Address:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Customer Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

As an authorized representative of the company listed above, I hereby allow the information being requested below, to be released to Eastern Effects, Inc.

**Print Name:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

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This Section to be completed by BANK:

**Checking Account#:** \_\_\_\_\_ **Savings Account#:** \_\_\_\_\_

**Date Opened:** \_\_\_\_\_ **Date Opened:** \_\_\_\_\_

**Average 3 Month Balance:** \_\_\_\_\_ **Average Balance:** \_\_\_\_\_

**Current Balance:** \_\_\_\_\_ **Current Balance:** \_\_\_\_\_

**Rating:** \_\_\_\_\_ **Rating:** \_\_\_\_\_

**Line of Credit:**

**Date Opened:** \_\_\_\_\_ **Rating:** \_\_\_\_\_

**Limit:** \_\_\_\_\_ **Security:** \_\_\_\_\_

**Signature of Bank Representative:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

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

## **RENTAL TERMS & CONDITIONS**

The renter shall, at his own cost and expense, during the term of the rental, keep and maintain, in his own custody, the lighting, grip, and/or vehicle (hereinafter described as equipment) in good state of condition and repair, reasonable wear and tear expected, and shall at the termination of the rental replace such of the said equipment as may be lost, stolen or missing or broken or damaged, otherwise than by reasonable wear and tear, by others of a similar nature and of equal value or shall pay to EASTERN EFFECTS INC. compensation on account of any of the said articles which may be lost, stolen or missing or broken or damaged. The renter further agrees to compensate EASTERN EFFECTS INC. in rent for any time lost as a result of replacement or the necessity for making repairs on said equipment lost, stolen or missing or broken or damaged or otherwise than as the result of the reasonable wear and tear. The renter grants EASTERN EFFECTS INC. unconditional permission to charge his credit card account for equipment lost, stolen, or damaged.

In no event shall EASTERN EFFECTS INC. be responsible for any claims by the renter for alleged loss of profits, damages, expenses, claimed to have arisen out of the renter's use of said equipment, or for any delays or any other reason. It shall be the duty of the renter to notify EASTERN EFFECTS INC. immediately of any claimed defect of non-function in any of the equipment herein and it shall be the duty of the renter to check constantly the product produced as it is produced by him. Provided notice of claimed defect is given to EASTERN EFFECTS INC. immediately upon the holding of the required test by the renter, and provided the said equipment is returned to EASTERN EFFECTS INC. forthwith for inspection by EASTERN EFFECTS INC., and provided there is a defect of non-function as claimed by the renter, and EASTERN EFFECTS INC., in its sole judgment determines that said defects was not caused by any act of the renter or its employees or agents, then EASTERN EFFECTS INC. shall have the option of substituting other like equipment in exchange for the returned equipment, or of canceling this agreement and recalling all equipment. The rental charges for all of said equipment so returned to and accepted by EASTERN EFFECTS INC. shall be abated from the time acceptance of such return in the event EASTERN EFFECTS INC. substitute's replacement equipment rental charges hereon shall begin to run as of the delivery by EASTERN EFFECTS INC. of such equipment. The provisions of this paragraph shall be the only recourse of the renter for claimed defects in any piece of equipment.

The equipment herein shall be delivered and returned by the renter at his own risk, cost and expense. Rental of all equipment taken out must be paid for the period of time until it is returned to EASTERN EFFECTS INC. The renter further agrees to pay the per diem rental rate for each day past the due date. No allowance will be made for any reason.

The renter agrees that the leased property herein will not be taken from the ground in an airplane or any machine used for air travel without written consent of EASTERN EFFECTS INC. The renter shall not under lease, permit others to use or loan said equipment to any other person or firm, and it shall at all times remain under the immediate control, supervision and direction of renter personally. The renter agrees not to remove or cover the tag or nameplate on the lighting, grip, vehicles and/or equipment showing ownership of EASTERN EFFECTS INC.

If the renter shall default on any of the terms, covenants and conditions herein, or in punctually making any of the payments aforesaid, or if any execution of other writ or process shall be issued in any action or proceeding of bankruptcy, receivership or insolvency shall be instituted by or against the renter of his property, or if the renter shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the renter, then and in any such event, EASTERN EFFECTS INC. shall have the option to retake immediate possession of said equipment and for such purpose EASTERN EFFECTS INC. its agents or employees, may enter upon any premises where said equipment may be, and may remove the same there from with or without force and with or without notice of intention to retake the same, without being liable to any suit or action or other proceeding by the renter.

The renter agrees to pay all reasonable attorney's fees and costs incurred by EASTERN EFFECTS INC. in protecting its rights or property under this agreement, or in suing the renter for a breach of agreement.

The acceptance of the return of the rented equipment is not a waiver by EASTERN EFFECTS INC. of any claims that it may have against the renter, nor a waiver of claims for latent or patent damage to the equipment. This agreement contains the entire understanding between the parties, including representations, and may not be modified except by another agreement in writing, signed by both parties to this agreement.

No terms, representation or warranty, express or implied, not herein set forth in writing shall bind EASTERN EFFECTS INC.

The renter agrees not to pledge, mortgage or in any way encumber the property rented herein.

The renter, or his agent, driver or messenger has examined and tested the equipment herein described and has found the same to be in good workable mechanical condition.

**\*The Pickup Time for Vehicle Related Packages Must Be Agreed Upon with Eastern Effects 24hrs. Before the Check-out Date. Latest Pickup Time for all Vehicle and/or Equipment Packages is 3:00pm. ALL EQUIPMENT/VEHICLES MUST BE RETURNED BY 10AM ON THE CHECK-IN DATE TO AVOID ADDITIONAL RENTAL CHARGES.\***

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title: \_\_\_\_\_

**EASTERN EFFECTS VEHICLE RENTAL AGREEMENT**

*For the safety and protection of Eastern Effects' vehicles and the crew members that operate them, please read, INITIAL EACH LINE, and sign the following Vehicle Rental Agreement.*

- \_\_\_ Production shall provide EEI with all required Insurance per the Eastern Effects Rental Contract.
- \_\_\_ Production shall provide and retain a responsible and capable driver with a valid United States Driver's License for any rented vehicle\*.  
\*NOTE 5 TON AND COMBI TRUCKS REQUIRE A COMMERCIAL DRIVER'S LICENSE.
- \_\_\_ Production agrees to provide and retain ONE driver to operate the vehicle for the duration of the vehicle rental.
- \_\_\_ Production shall ensure that the said driver come to EEI's warehouse during our regular business hours to receive driver training on the rented vehicle in advance of the truck leaving our facility. Driver training takes a minimum of 45 minutes to complete. No vehicle will be released until the driver training is complete and EEI is satisfied that the hired driver is capable of driving the rented vehicle.
- \_\_\_ Driver must present a valid United States Driver's License at the time of training. Eastern Effects has the right to refuse any driver that does not have a valid United States Driver's License.
- \_\_\_ Driver must comply with all driver training instructions and directives. Driver will take a test drive with an Eastern Effects employee. EEI has the right to refuse any driver that is not capable or qualified to operate the rented vehicle, or any driver that is unwilling to comply with vehicle instructions.
- \_\_\_ Production agrees to notify Eastern Effects immediately if the assigned driver is not driving the rented vehicle for ANY reason during the course of the vehicle rental. If a new driver is assigned to the vehicle, Production must notify EEI immediately and ensure that the new driver takes EEI's driver training before that person drives the rented vehicle.
- \_\_\_ Any damages or complications that arise due to an unauthorized change of driver, or general driver error, are the financial responsibility of Production.
- \_\_\_ All traffic and parking violations are the financial responsibility of Production.
- \_\_\_ Eastern Effects' provides Drivers / Driver Swings at the request of Production only. The day rate for a Driver / Driver Swing can be negotiated directly with the hired crew member. Production agrees to make all labor payments directly to the hired crew member. Driver time is Port to Port.
- \_\_\_ Vehicle rentals are subject to the terms stipulated in the Rental Terms & Conditions.

***For Customer's Renting Vehicle Storage at 562 Baltic Street, Brooklyn 11217***

\_\_\_ It is understood and agreed that Production ("Tenant") is renting the use of one or multiple vehicle storage spaces at 562 Baltic Street Brooklyn, NY 11217 solely for its own use and will utilize the space accepting all responsibility for damage to any vehicle parked in the space by Tenant, its employees or invitees, for any personal property or equipment stolen from the vehicle while parked there and that Eastern Effects, Inc. has no responsibility for such damage or theft. Tenant also agrees that it shall bear exclusive responsibility for any damage caused by any of its employees or invitees to any other vehicle or persons using the vehicle storage space at 562 Baltic St. Tenant hereby waives any right it might otherwise have to make any claim against Eastern Effects, Inc. for any damage or theft resulting from Tenant's use of the vehicle storage space.

**Signature:** \_\_\_\_\_ **Dated:** \_\_\_\_\_

**Name (please print):** \_\_\_\_\_

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

\*Driver Name and Contact Information:

\_\_\_\_\_

**CREDIT CARD AUTHORIZATION**

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

**Credit Card Information**

Type of Card:  *Visa*  *Mastercard*  *American Express*  *Discover*

Is this Card?:  *Debit*  *Corporate*

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Security Code \_\_\_\_\_

(4 digits above account number for American Express or last 3 digits on back for all other cards)

Cardholder's Name: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Cardholder's Telephone #: \_\_\_\_\_

Cardholder's Email: \_\_\_\_\_

DEPOSIT FOR EQUIPMENT RENTAL

Deal #: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

PREPAYMENT OR PAYMENT FOR RENTAL

Deal #: \_\_\_\_\_

Amount: \$ \_\_\_\_\_

Please sign if credit card can be kept on file for future orders: \_\_\_\_\_

I hereby authorize Eastern Effects, Inc. and its successors to charge to the above credit card any rental fees, security deposit, missing & damaged equipment fees, past due rental fees, or any other fees or charges related to any purchase, rental, repair, or any other service provided to the above named customer. I was given an opportunity to review Eastern Effects, Inc.'s terms and conditions and I hereby agree to same. It is further agreed that any dispute related to credit cards debits shall be governed by Eastern Effects, Inc.'s terms and conditions.

Cardholder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name & Title (printed): \_\_\_\_\_