



ACCOUNT APPLICATION

Please email or fax the completed form to the **Credit Department**: credit@ver.com | 818-639-3802

BASIC INFORMATION

COMPANY (LEGAL NAME)		DOING BUSINESS AS (IF APPLICABLE)	
PHONE	FAX	COMPANY WEBSITE	
STREET ADDRESS		CITY	STATE ZIP
BILLING ADDRESS (IF DIFFERENT FROM ABOVE):		CITY	STATE ZIP
CORP LLC SOLE PROP OTHER			
TYPE OF ORGANIZATION	PRIMARY MARKET SEGMENT	STATE REGISTERED	EUROPE VAT # / CANADIAN HST# / PST#
VER AGENT OR BRANCH		EST. RENTAL DATE	PURCHASE ORDER REQUIRED? NO / YES

OWNERS

NAMES OF OWNERS/PARTNERS/PRINCIPALS	PHONE	EMAIL ADDRESS
NAMES OF OWNERS/PARTNERS/PRINCIPALS	PHONE	EMAIL ADDRESS

CONTACTS

ACCOUNTS PAYABLE CONTACT	A/P PHONE	AP EMAIL	EMAIL / REGULAR MAIL RECEIVE INVOICES VIA
MISSING AND DAMAGES CONTACT	M & D PHONE	M&D EMAIL	
AUTHORIZED USER NAME	PHONE	EMAIL	EMPLOYEE / FREELANCER POSITION
AUTHORIZED USER NAME	PHONE	EMAIL	EMPLOYEE / FREELANCER POSITION
AUTHORIZED USER NAME	PHONE	EMAIL	EMPLOYEE / FREELANCER POSITION

BANK REFERENCES

BANK NAME	ADDRESS		
ACCOUNT NO.	PHONE	FAX	
ADDITIONAL BANK NAME	ADDRESS		
ACCOUNT NO.	PHONE	FAX	

TRADE REFERENCES
(required for credit terms)

TRADE REFERENCE NAME	PHONE NUMBER	FAX	EMAIL
TRADE REFERENCE NAME	PHONE NUMBER	FAX	EMAIL
TRADE REFERENCE NAME	PHONE NUMBER	FAX	EMAIL

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 VER. In consideration of the extension of credit terms, the undersigned severally and/or collectively personally guaranty 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.

_____ AUTHORIZED SIGNATURE	_____ TYPE/PRINT NAME	_____ TITLE	_____ DATE
_____ AUTHORIZED SIGNATURE	_____ TYPE/PRINT NAME	_____ TITLE	_____ DATE

MASTER AGREEMENT FOR RENTAL OF EQUIPMENT AND SERVICES

This Master Agreement for Rental of Equipment and Services (this "Agreement"), is dated as of _____ (the "Effective Date"). This Agreement is entered into by and between Production Resource Group, L.L.C., a Delaware limited liability company, doing business as VER ("VER") with its headquarters at 757 W. California Ave., Bldg. 4, Glendale, CA 91203 and _____ (the "Client") whose principal place of business is at _____. VER and Client are sometimes each referred to herein as a "Party" and collectively as the "Parties", and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. RENTAL OF EQUIPMENT

1.01. The Parties will enter into a statement of work (hereinafter, a "SOW") for services or will agree to a quote ("Quote") for equipment generated by VER for Client (Client may accept a Quote/SOW and its terms by return email), for VER to provide rental equipment and/or related services for Client's production(s) (each, a "Production"). Each SOW or Quote will include the pricing, a complete list of provided equipment (the "Equipment") and/or services ("Services"). Any Equipment or Services provided under this Agreement by VER under a Quote or an SOW will be governed by this Agreement.

1.02. Client shall be deemed to have taken "Delivery" of the Equipment from earlier of (i) the time the Equipment is picked up from VER at VER's facility by Client's agent or a shipper, or (ii) when delivered to Client at address on the SOW or Quote by VER or VER's agent or shipper. Unless otherwise agreed in writing, Client is responsible for all costs of shipping and transportation charges associated with the delivery of the Equipment.

1.03. Upon Delivery, Client shall be responsible to inspect the Equipment and immediately notify VER of any Equipment determined to be missing or not in good working condition. After Delivery, the cost of all necessary repairs to the Equipment shall be paid by Client (unless repairs are due to a latent fault not discoverable by Client and the damage is not caused during the relevant rental period) including any repairs or damage to the Equipment that are caused by Client or Client's employees or agents and any damages caused by third parties, including shippers and common carriers, during any transport (unless VER employees are performing the transport) or storage of the Equipment. The "Rental Period" is the time between Delivery and Return (as defined below) of the Equipment to VER.

1.04. Client shall be solely responsible to protect and preserve the Equipment from damage or loss and to provide a safe environment for its use, transportation and storage in accordance with VER's instructions and those of the Equipment's manufacturer. Client shall not make any alterations, changes, modifications or improvements to the Equipment without the prior written consent of VER nor deface, remove or permanently cover any nameplate, bar code, stamp or insignia on the Equipment showing VER's name and identification. Client represents and warrants that (a) it, its agents and the operators of the Equipment understand the operating procedures for each piece of Equipment rented from VER, (b) all operators shall be competent to use the Equipment, (c) Client, its agents and operators of the Equipment shall comply with all applicable laws, rules, regulations and orders enacted by or promulgated by federal, state, municipal or other governmental authority in connection with their use of the Equipment, (d) that prior to using the Equipment, it and its agents and operators (i) shall be licensed in accordance with all applicable laws; and (ii) shall procure all necessary permits, consents and licenses and (e) Client, Client's agents and the operators of the Equipment shall obtain and abide by a high wind action plan, created by a licensed structural engineer, for all outdoor and/or temporary structures. Client acknowledges that VER has advised Client that the raising and lowering of Equipment attached to rigging is a delicate and potentially dangerous task that should only be performed by persons who are adequately trained and certified Entertainment Technicians (ETCP-certified). Notwithstanding the generality of the foregoing, VER takes no responsibility for the use of its Equipment in any way in a situation where there are aerial stunts being performed using VER truss (forming part of the Equipment under this Agreement) or where rigging personnel of the Client or third-party contractors are using VER truss as an anchor either for themselves or for any equipment or attachments. Any person using VER truss for any purpose to secure any items or people must inspect same and satisfy themselves as to its suitability for use for any application. Furthermore, if VER personnel are not attaching VER Equipment to VER truss, VER has no responsibility for the suitability of the attachments used or the security of the truss or anything attached to the truss.

1.05. From the Delivery of the Equipment until its Return (as defined below), including during any time of transit or shipment of the Equipment not performed by VER, Client (and not VER) shall bear all risk of loss and damage to the Equipment. **THE CLIENT SHALL HAVE FULL RESPONSIBILITY AND LIABILITY TO VER FOR THE FULL REPLACEMENT COST TO REPAIR OR REPLACE ANY EQUIPMENT WHICH (DURING THE PERIOD BETWEEN DELIVERY TO THE CLIENT AND RETURN TO VER) HAS BEEN LOST, STOLEN, OR DAMAGED FROM ANY CAUSE WHATSOEVER (OTHER THAN ORDINARY WEAR AND TEAR). THE CLIENT SHALL ALSO BE LIABLE TO VER FOR ANY CONTINUED RENT AND CHARGES (AS DEFINED IN SECTION 3.01 BELOW) FOR A MAXIMUM OF ONE MONTH. THE LIABILITY OF CLIENT HEREUNDER IS PRIMARY AND SHALL ONLY BE REDUCED IN THE EVENT AND TO THE EXTENT VER ACTUALLY RECEIVES ANY APPLICABLE INSURANCE PROCEEDS.**

1.06. At the conclusion of a Production, the Equipment shall be returned to VER, at Client's expense at a place designated by VER (the "Return"). The returned Equipment shall be in good working order, subject only to ordinary wear and tear. Notwithstanding the Return of the Equipment, Client shall remain liable for any damage to the Equipment discovered by VER after inspection of the returned Equipment and the Return of the Equipment to VER shall not constitute a waiver of any such claims. When the Equipment has not been returned to VER by the date specified in the relevant SOW or Quote, Rent shall continue to accrue on the Equipment on a day-to-day basis at the rate contained on the applicable SOW or Quote, until such time as the Equipment has been returned to VER. Holdover of Equipment is only permitted with VER's advance written permission, to be granted in VER's sole discretion.

1.07. This Agreement provides for a lease of the Equipment to Client only and is not a sale of the Equipment to Client. Title to the Equipment shall remain at all times in VER. The grant by Client of a sublease of the Equipment shall not affect Client's obligation to have the required insurance for the benefit of VER as provided herein, nor shall such sublease diminish any of Client's obligations under this Agreement. Any sublease of Equipment by Client must be approved by VER in writing in advance.

1.08. VER shall have the right to inspect the Equipment at any time during the Term with reasonable advance notice to Client. Client shall make any and all arrangements to permit a representative of VER with the necessary access to the location of the Equipment. If a breach of any of the provisions of this Agreement or a Quote/SOW occurs, and after Client has been given a reasonable opportunity to cure such breach, VER has the right to remove all of the Equipment without liability to Client, and without prejudice to VER's right to receive Rent and Charges due or accrued, up to and including the date of removal of the Equipment.

2. SERVICES

2.01. From time to time, in addition to Equipment rental for a Production, Client may also retain VER to provide services to assist with the set-up and operation of Equipment, which services (the "Services") shall be described in the relevant SOW or Quote.

2.02. The personnel to be supplied by VER to render the Services shall act in the capacity of "Technical Engineers". It is acknowledged and agreed by Client, that in performing those Services, VER's personnel will be acting under the direct supervision and control of Client and Client's managers and not VER. Client shall be solely responsible for providing such supervision and control as will protect the personnel, the Equipment and third parties from injury or loss. In view of such supervision and control by Client, VER and VER's personnel shall have liability only for the willful misconduct or gross negligence of its personnel and then only to the maximum amount set forth in Section 6.09 of this Agreement.

3. RENT, OTHER CHARGES AND ADDITIONAL/DIFFERENT EQUIPMENT

3.01. The Rent and other charges for the rental of the Equipment and for the Services (if any) (together, the "Rent and Charges") for Client to pay to VER shall be set forth in each SOW and/or Quote. Client acknowledges that time is of the essence in making these payments. VER may charge interest on any unpaid Rent and Charges hereunder, as well as any unpaid claims by VER against Client at a rate of 1.5 percent per month until paid; provided, however, that if such interest rate exceeds the maximum amount allowed under the laws of the state of VER's applicable rental office then that maximum amount shall instead apply. Client is responsible for any and all taxes, duties, broker fees, bond and all other costs resulting from Client's use of the Equipment and/or Services.

3.02. If, during the term of an SOW, Client desires to obtain additional or different Equipment or Services from those described on such SOW, then it shall request VER of the same. In the event that VER provides such additional or different Equipment and/or Services, VER shall issue a new Quote to Client with details of the new Equipment and/or Services.

4. TERM AND TERMINATION

4.01. The initial term of this Agreement, the "Term" herein, shall commence upon the Effective Date (or on the earlier Delivery of the Equipment if that occurs first) and shall end on the first anniversary of the Effective Date, unless earlier terminated by the Parties (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for one-year renewal terms (each a "Renewal Term" and together with the Initial Term, the "Term") on each anniversary of the Effective Date (each a "Renewal Date").

4.02. If Client shall default on or breach any of the terms, covenants, obligations, conditions, representations, or warranties in this Agreement or if Client is the subject of a bankruptcy or similar proceeding, VER shall have the right to immediately exercise any one or more of the following remedies: (a) cease providing the Services and immediately recover the Equipment (by entering upon Client's premises or the tour site, if necessary) without liability for trespassing and removing the Equipment under all applicable laws (b) sue for and recover all Rent and Charges and other payments, then accrued or thereafter accruing; (c) terminate this Agreement; (d) retain any Rent and Charges or other amounts thereto paid by Client to VER; and (e) pursue any other remedy available under law or equity. All such remedies are cumulative and may be exercised concurrently or separately, and VER shall be entitled to recover expenses and costs including reasonable attorney's fees and costs of locating, repossessing, repairing, reconditioning and storing the Equipment.

4.03. Either Party may terminate this Agreement, at any time, with or without cause, upon sixty (60) days prior written notice to the other Party.

4.04. Any termination of this Agreement shall not terminate any of Client's obligations to VER under this Agreement that have not yet been performed, including any ongoing obligations of payment and Return of Equipment. If in the event of termination of this Agreement pursuant to Section 4.03, or any other termination of an SOW or Quote by a Client without cause, the provision of Equipment and/or Services pursuant to an SOW or Quote is cancelled or delayed, notwithstanding the reason being a Force Majeure event (as defined herein), then Client shall pay VER for any hard costs incurred. In the case of Client termination, for a film or television Production, if it is not rescheduled, and cancellation occurs within three (3) days of Delivery, the cost of one week's Rent and Charges will be paid also to VER by Client. If there is a Client termination or cancellation of an SOW affecting a Production which is a one-off live show/event and if the notice is less than ten (10) calendar days before that Production start date, then 50% of the Rent and Charges due under the SOW will still be payable to VER by Client, but if the cancellation is less than three (3) calendar days before that Production start date 100% of the Rent and Charges due under that SOW will be paid to VER by Client. If there is a Client termination or cancellation of an SOW for a Production which is a touring Production, then three (3) weeks of VER Rent and Charges will be due by Client to VER, or the balance of that Production's Rent and Charges, whichever is the lesser. In the case of cancellation of a Quote, where only Equipment is provided without Services, then if cancellation is within three (3) days of the Production start date, one (1) day's worth of rent and charges will also be due by Client to VER. Where Client terminates under this Section 4.04 and requests rescheduling, VER cannot guarantee availability of Equipment or Services for rescheduled date.

4.05. VER will use its commercially reasonable best endeavors to extend the term of provision of Equipment and Services, if requested by Client, who must give VER 3 days-notice of any requested extensions.

4.06. If any proceeding under any piece of insolvency legislation, is commenced by or against the Client, or if the Client is adjudged insolvent, or makes any assignment for the benefit of its 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 Client is a Party with authority to take possession or control of any item or any item or items of the Equipment, VER shall have the option, without notice to Client, to immediately terminate this Agreement, cease rendering the Services, and repossess the Equipment which shall not be treated as assets of Client.

5. REPAIRS AND WARRANTIES.

5.01. IN THE EVENT OF A MALFUNCTION, CLIENT MUST NOTIFY VER IMMEDIATELY UPON DISCOVERY. CLIENT SHALL NOT ATTEMPT TO SERVICE OR REPAIR ANY OF THE EQUIPMENT.

5.02. In the event of any Equipment not performing according to manufacturer specifications, VER shall, at its sole option, either replace or repair the Equipment. All returns to VER's facility must be authorized in advance of shipment, in writing, and shipped prepaid. VER assumes no risk of loss, or liability for damage during shipment prior to acceptance of delivery at its facility. Outgoing freight charges for repaired Equipment will not be paid by VER if the incoming inspection fails to disclose a defect not caused during the Rental Period.

5.03. VER MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE FITNESS, QUALITY, DESIGN, CONDITION, REPAIR, MERCHANTABILITY, FUNCTIONING, PERFORMANCE OR MALFUNCTIONING OF THE EQUIPMENT, OR ITS MATERIAL OR WORKMANSHIP.

6. INSURANCE AND INDEMNITY OBLIGATIONS

6.01. At all times from the Delivery of any Equipment to Client until its Return to VER, Client shall maintain insurance covering the Equipment from damage or loss from any cause whatsoever. Such Equipment insurance shall be in an amount sufficient to cover the full new replacement costs of the Equipment and VER's rental charges until the Equipment is repaired or replaced. VER shall be named loss payee on such policy or policies.

6.02. Client shall maintain workers compensation/employer liability insurance during the course of any Equipment and/or Services provision hereunder with a minimum of \$1,000,000 coverage.

6.03. Client shall secure and maintain, at its own expense, automobile and vehicle liability insurance, including coverage for the loading and unloading of the Equipment from Client's owned or leased vehicles and shall include "comprehensive" and "collision" coverage. VER shall be named as an additional insured and as loss payee on such policies. Such insurance shall not be less than \$1,000,000 in combined single limits less a \$1,000 deductible for the physical damage on comprehensive and collision coverage.

6.04. Client shall, at its expense and at all times during the Term, maintain commercial general liability insurance which would provide worldwide coverage for each Production under any SOW then in effect including but not limited to the following coverages: broad form contractual liability, personal injury, property damage, completed operations and products liability. Such insurance shall have general aggregate limits of not less than \$2,000,000 (including the coverages specified above) personal injury and advertising injury of not less than \$2,000,000 and per occurrence limits of not less than \$1,000,000. VER shall reserve the right to increase the Client's general commercial liability insurance general aggregate limits to \$5,000,000 or more, personal injury and advertising injury general aggregate limits to \$5,000,000 or more and general commercial liability per occurrence to \$3,000,000 or more where rigging is involved or where any other circumstance that VER deems fit in its sole discretion to require higher levels of coverage. Client's insurance shall specifically

name VER as an additional insured and shall provide that said insurance is primary coverage with respect to all insured risks. An umbrella or excess liability policy may be used in conjunction with primary coverage limits to meet the minimum required limits.

6.05. Client shall provide VER with 30 day written notice prior to the effective cancellation of any Client insurance hereunder or any material modifications to any Client insurance hereunder.

6.06. VER may require Client to provide VER with a security deposit for the Equipment in an amount determined by VER in lieu of a Certificate of Insurance or as additional Equipment coverage. If required by VER, the Security Deposit will be due prior to Delivery of the Equipment. In the event that Client pays the Security Deposit with a credit card, Client and/or charge card holder 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. In the event that the credit/charge company fails to honor VER's charges for any reason, or if the credit charge or credit available shall be insufficient to cover the claims of VER under this Agreement, Client shall remain absolutely liable for the full amount of the claims. Upon VER's determination that the Equipment has been returned undamaged, VER shall release the authorized hold on such Security Deposit to Client within seven (7) business days. The election by VER to request and accept a security deposit in lieu of a proof of insurance certificate from Client, or for any other reason, does not constitute a waiver or limitation by VER of any of VER's rights or Client's obligation under this Agreement.

6.07. Prior to the Delivery of the Equipment or Services under a SOW or this Agreement, Client shall provide VER with proof of the existence of the above insurance coverages together with confirmation of designation of VER as an "additional insured" and "loss payee". All such insurance shall be issued by an insurance carrier authorized to do business in the State of California with an A. M. Best rating of A- or higher. The failure of VER to demand such notice or proof of insurance shall not, however, excuse Client from maintaining it. All insurance maintained by Client pursuant to the foregoing provisions shall contain a waiver of subrogation against VER. Should Client fail to secure or maintain such insurance, VER may, but shall not be obligated to, secure such insurance and Client shall reimburse VER on demand for such costs. Lapse or cancellation of any of the required insurance coverages during the Term shall constitute a material breach of this Agreement by Client.

6.08. Client assumes all responsibility and liability for injury or damages resulting from its handling, possession, use or sale of Equipment or Services supplied hereunder, including, but not limited to any injury or damage resulting from the Client's duty to comply with all applicable laws and regulations as well as the use of Equipment in Client's operations or in combination with other equipment. Client agrees to hold harmless, defend and indemnify VER from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of such duty to comply with applicable laws and regulations, and handling, possession, use or sale of the Equipment. The foregoing duty of Client to hold harmless, defend and indemnify VER shall not apply to the extent such claim, loss, liability or expense results from the willful misconduct or gross negligence of VER.

6.09. VER SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES SUCH AS, BUT NOT LIMITED TO, DAMAGE TO, OR LOSS OF TANGIBLE PROPERTY OR EQUIPMENT, LOSS OF PROFITS OR REVENUE, COST OF CAPITAL, OR COST OF PURCHASE OR REPLACEMENT OF EQUIPMENT, WHETHER OR NOT VER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIABILITY OF VER FOR DIRECT DAMAGES, OR IN THE EVENT OF A FAILURE OF WARRANTY, OR INVALIDITY OF ANY OF THE FOREGOING LIMITATIONS, FROM THE LEASE, RENTAL, DELIVERY, RESALE, INSTALLATION, OPERATION FAILURE, MALFUNCTION, OR UNSUITABILITY FOR USE OF ANY EQUIPMENT OR SERVICES FURNISHED UNDER THIS AGREEMENT OR ANY SOW, WHETHER ARISING OUT OF CONTRACT, ANY NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR OTHERWISE, SHALL NOT EXCEED THE RELEVANT SOW AND/OR QUOTE.

6.10. Client releases VER, and its officers, agents, representatives, employees, parent and affiliate companies from any losses, costs, damages, liabilities, actions, claims, and demands of every kind which Client ever have or claim to have against VER relating to the Productions, including without limitation all claims related to Client's performers and all right that Client may have under Section 1542 of the California Civil Code relating to unknown claims, facts and/or circumstances, Such Section reads as follows: "1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." Client hereby waives the benefits of Section 1542 above and any other similar applicable provisions.

7. CONFIDENTIALITY

7.01. "Confidential Information" shall mean all information provided by one Party ("Disclosing Party") to the other Party ("Receiving Party") relating to Disclosing Party or its business operations, including but not limited to all technical and commercial information and the terms of this Agreement, and any other information which is not generally publicly known and which a reasonable and prudent person would hold to be confidential or proprietary by its nature or content. Notwithstanding the foregoing, the term "Confidential Information" shall not include, and the obligations of non-disclosure set forth in this Agreement shall not apply to, any information which: (i) can be demonstrated by Receiving Party by written evidence to have been known by it prior to disclosure by Disclosing Party; (ii) is or becomes generally available to the public through no fault of Receiving Party; (iii) is obtained by Receiving Party in good faith from a third party who discloses such information to Receiving Party on a non-confidential basis having affirmatively represented to Receiving Party that it is without any obligation of confidentiality or secrecy relating to the information disclosed; or (iv) is independently developed by employees or other agents of Receiving Party who did not have access to Confidential Information of the Disclosing Party. The Receiving Party shall keep strictly confidential and shall not disclose, or use for any purpose other than the fulfillment of its obligations under this Agreement, any of the Disclosing Party's Confidential Information. Upon and as requested by VER, Client shall promptly return or destroy all of VER's Confidential Information, and certify in writing that it has done so.

7.02. The Parties acknowledge that, as a result of the provision of the Equipment and Services under this Agreement and any SOWs, Receiving Party, its employees, agents, or affiliates, may be exposed to certain Confidential Information of Disclosing Party. Each Party covenants and agrees that it, as Receiving Party, shall: (i) treat all Confidential Information of Disclosing Party as private and confidential; (ii) not use any Confidential Information of Disclosing Party other than in furtherance of this Agreement or a SOW; (iii) not, without the consent of Disclosing Party, disclose any Confidential Information to anyone other than employees, agents or affiliates of Receiving Party who have a need to know under confidentiality obligations substantially similar to the terms of this Agreement, and Receiving Party shall remain liable to Disclosing Party for any breach of confidentiality obligations set forth herein by any of Receiving Party's employees, agents or affiliates; and (iv) use best efforts, which shall be no less than commercially reasonable efforts, to ensure the privacy, confidentiality, and security of Disclosing Party's Confidential Information. Receiving Party further agrees that, upon the termination of this Agreement, it shall deliver to Disclosing Party, or destroy, any and all materials of any kind under its possession or control and all copies thereof that contain Disclosing Party's Confidential Information. Upon request, the Receiving Party shall certify, in writing, that all such materials have been delivered to Disclosing Party or destroyed. The confidentiality and non-use obligations set forth in this Section 7 shall survive during the Term and for a period of [two] years thereafter.

8. MISCELLANEOUS PROVISIONS

8.01. Neither Party shall be deemed in default of this Agreement to the extent that either Party's performance is delayed or prevented by reason of fire, interruption and/or delay of transportation services, labor troubles or strikes, wars, acts of God, riots terrorism, natural disasters, acts over government or other occurrences beyond the reasonable control of such Party (in each case, a "Force Majeure Event"), provided that the breaching Party gives the other Party timely notice within one day upon discovery that such Force Majeure Event will delay or prevent that Party's performance of its obligations arising from this Agreement, and the breaching Party has used its best efforts to promptly cure the Force Majeure Event.

8.02. Proposition 65. Use of Equipment may result in exposure to one or more listed chemicals known to the State of California to cause cancer or birth defects or other reproductive harm. Client shall comply with any requirements and/or regulations under this Agreement pertaining to California Proposition 65.

8.03. Client shall not export any of the Equipment without first obtaining VER written approval and then determining the export classification of the Equipment and strictly complying with the responsibilities to obtain licenses to export or re-export Equipment. Client represents and warrants that neither it, nor its officers, directors, employees and agents are (a) listed on the Office of Foreign Assets Control's ("OFAC") "Specially Designated National and Blocked Person List" ("SDN List") or otherwise subject to any sanction administered by OFAC ("U.S. Economic Sanctions") or (b), owned, controlled by or acting on behalf of, directly or indirectly, any person, entity or government listed on the SDN List or otherwise subject to U.S. Economic Sanctions. Client and its officers, directors, employees and agents have not and will not engage directly or indirectly in any transaction on behalf of VER or its affiliates that could potentially violate applicable U.S. Economic Sanctions. In addition, Client represents that it shall not, and shall not permit any of its subsidiaries or affiliates or any of its or their respective directors, officers, managers, employees, independent contractors, representatives or agents to, promise, authorize or make any payment to, or otherwise contribute any item of value to, directly or indirectly, to any third party, including any non-U.S. government official, in each case, in violation of the Foreign Corrupt Practices Act of 1977 (the FCPA), the U.K. Bribery Act 2010, or any other applicable anti-bribery or anti-corruption law.

8.04. Client is solely responsible for clearing any and all images (in any form), or any other Client data, prior to the return of the Equipment to VER. Client authorizes VER to clean the Equipment of any and all images, content or data immediately upon return of the Equipment to VER. It shall be the sole responsibility and obligation of Client to arrange for the safeguarding and storage of Client's images, content or data prior to the return of the Equipment to VER. Without limiting the forgoing, VER shall not be responsible for disclosure of Client data due to the re-rental of Equipment previously used by Client, and Client agrees to hold harmless, defend and indemnify VER from and against all claims, losses, liabilities and expenses (including attorney's fees and other litigation or settlement costs) arising out of or in connection with any such disclosure of Client data. Furthermore, Client acknowledges that VER shall have no legal obligation to (erase securely or otherwise) Client's record content on any media nor shall VER be obligated to or expected to retain said content or data for any period of time under this Agreement. VER is not responsible for the loss of content or data from any cause whatsoever, including, but not limited to technical malfunction, physical damages, or errors on the part of VER employees, agents, representatives, contractors or subcontractors, nor any consequential loss or damages of any kind whatsoever. Notwithstanding anything to the contrary contained herein, Client agrees that VER will have the right to use personal data provided (or otherwise made available) by the Client in accordance with VER's Privacy Policy available at <https://www.ver.com/privacy-policy/>.

8.05. This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to the conflicts of laws rules thereof. The UN Convention on Contracts for The International Sale of Goods shall not apply to this Agreement. Client agrees to waive its rights to a trial by jury in any dispute under this Agreement. In the event of any dispute between the Parties, VER and Client agree that venue in legal action between them shall be in the Superior Court for the County of Los Angeles, State of California.

8.06. In the event of any legal action or proceeding brought by either Party against the other under this Agreement, the prevailing Party shall be entitled to recover the costs and fees of its attorneys in such action or proceeding, including costs of appeal, if any.

8.07. This Agreement and its provisions are non-assignable and non-delegable by either Party without the written consent of the other Party.

8.08. All notices or demands which either party is required or desires to give to the other party, shall be in writing and shall be given by personal delivery, by electronic mail transmissions, by overnight courier (FED EX, UPS) or by U.S. Mail certified or registered, to the principal business address of that Party as first set out above, or if by email to VER at legaldept@ver.com, and if by email to Client to an address used by Client in correspondence with VER. Each such notice shall be deemed "received" by the other party (1) on the date of personal delivery if personally delivered, (2) the date of electronic mail transmission if sent before 5:00 P.M. (otherwise the next date), (3) the day after deposit of the notice with an overnight carrier service, or (4) two days after deposit if the notice is sent by certified or registered U.S. Mail.

8.09. This Agreement, any SOWs and any Exhibits or Schedules hereto or thereto embody the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all other agreements, either oral or in writing. Each Party acknowledges that there are no representations, inducements, promises or agreements, oral or written, which have been made by any Party which are not included herein. In the event of a conflict between the terms of this Agreement and any SOW or Change Order, the terms of this Agreement shall govern.

8.10. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provisions will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

8.11. Each and all of the various rights, powers and remedies of the Parties will be considered to be cumulative with and in addition to any other rights, powers and remedies which such Parties may have at law or in equity in the event of breach of any of the terms of this Agreement. The exercise or partial exercises of any rights, powers or remedies will neither constitute the exclusive election thereof nor the waiver of any other right, power or remedy available to such Party.

8.12. This Agreement may be modified only by a writing signed by both Parties. No waiver by either Party of any term or condition of this Agreement shall be deemed effective unless given in writing. In the case of VER, signature must be by CEO, CFO or GC to be effective to any amendment to this Agreement.

8.13. All the terms and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns upon execution of this Agreement by the Parties or the earlier Delivery of the Equipment and/or Services commence, if that occur first.

8.14. The provisions of this Agreement shall by their nature survive expiration or termination, and shall include without limitation Sections 1.04, 1.05, 1.06, 3.01, 4.04, 4.05, 6.07, 6.08, 7, and 8 shall survive the expiration or termination of this Agreement.

8.15. Credit. If the Production is for television and technical credit are included, or if the Productions is for a theatrical release, VER shall be given a one line credit in the end titles as follows: "Filmed using VER Equipment," where the word VER is presented in our standard typeset, available from VER on request.

8.16. Client agrees that VER may mention our participation as a vendor for the Production in any of VER's marketing efforts.

8.17. This Agreement may be signed by the Parties in counterparts and a signature sent by electronic mail or facsimile transmission shall be as binding as an original signature.

(See Next Page for Signature Line- rest of page intentionally blank)

By signing both Parties agree to the above terms and conditions as well as those set forth on the attached SOWs and related Schedules. Each warrants to the other that they are fully authorized to enter into this agreement on the terms set out herein and that the person signing below has full authority to enter into this Agreement and/or sign this Agreement on behalf of a corporate or like business entity.

Production Resource Group, L.L.C. dba VER

By: _____
Name: _____
Title: _____

(Client) _____

By: _____
Name: _____
Title: _____



CREDIT CARD AUTHORIZATION FORM

Please send the completed form to the Credit Department. Email:credit@ver.com | Fax: 818-639-3802. We accept Visa, Master Card and American Express.

VER may request a Security Deposit for the full replacement of the equipment by authorizing a hold on your credit card. VER does not recommend the use of Debit Cards. Authorizing a hold on a debit card will result in the complete removal of the approved transaction amount from your account. There may be a delay depending on the issuing bank, in releasing the funds, once VER has released the transaction. Please consult with your bank to ensure the funds are returned to you in a timely manner.

CARDHOLDER NAME _____ COMPANY NAME _____

CARD TYPE _____ CARD NUMBER _____ EXPIRATION DATE _____ 3 OR 4 DIGIT CVV _____

CREDIT CARD BILLING ADDRESS _____ CITY _____ STATE _____ ZIP CODE _____

CC HOLDER'S PHONE NUMBER _____

PLEASE PROVIDE A PHOTO COPY FRONT AND BACK OF YOUR DRIVER'S LICENSE AND CREDIT CARD ONTO AN ATTACHED SHEET.

I HEREBY AUTHORIZE VER TO CHARGE THE CREDIT CARD ABOVE FOR PAYMENT, SECURITY DEPOSITS, AND INSURANCE DEDUCTIBLES. I DECLARE THAT THE INFORMATION THAT I HAVE PROVIDED IS CORRECT. I HEREBY TAKE FULL RESPONSIBILITY FOR PAYMENT AND ANY MISSING OR DAMAGES THAT MIGHT OCCUR.

CARDHOLDER'S SIGNATURE _____ DATE _____

RESALE CERTIFICATE - MULTIJURISDICTION

Issued to Seller: Video Equipment Rentals (VER)
757 W. California Avenue
Glendale, CA 91203

I certify that:

Name of Buyer

Address of Buyer:

Is engaged as a registered (circle one): Retailer Manufacturer Rental Lessor Other

and is registered with the below listed states and cities within which your firm would deliver to us and that such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing or renting the following:

Description of Business:

STATE	STATE REGISTRATION OR ID	STATE	STATE REGISTRATION OR ID	STATE	STATE REGISTRATION OR ID
AK		KY		NY*	
AL		LA*		OH	
AR		MA*		OK	
AZ*		MD		OR	
CA*		ME		PA	
CO*		MI		RI	
CT		MN		SC	
DC		MO		SD	
DE		MS		TN*	
FL*		MT		TX*	
GA*		NC		UT	
HI		ND		VA	
IA		NE		VT	
ID		NH		WA*	
IL		NJ*		WI	
IN		NM		WV	
KS		NV		WY	

I further certify that if any property so purchased tax-free is used or consumed by the firm as to make it subject to Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order, which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

AUTHORIZED SIGNATURE (OWNER, PARTNER, OR CORP. OFFICER)

DATE

PHONE

*MUST PROVIDE COPY OF EXEMPTIONS FOR AZ, CA, CO, FL, GA, LA, MA, NJ, NY, TN, TX, & WA STATE