BEXEL

FOR BEXEL USE ONLY

ACCOUNT ESTABLISHMENT FORM

ACCOUNT INFORMATION

Form must be filled out completely. Mandatory items are in bold. All changes must be in writing.

Company Name

Billing Address | **City** | **State** | Zip

Phone | **Fax** | **Email**

Year Established | **Corporation** ☐ | **Partnership** ☐ | **Proprietorship** ☐

Incorporated Under Laws of Which State? | **Year Incorporated**

Employer Identification # | **Dunn & Bradstreet ID #**

Industry: Broadcast ☐ Post/Edit ☐ Government ☐ Producer ☐ Staging ☐ A/V ☐ Other ☐

Tax Exempt Resale #

For Proprietorship/Partnership: Social Security # | Drivers License # | State

Name of President

Residence Address | City | State | Zip

Name of Vice President (Optional)

Residence Address | City | State | Zip

Name of Treasurer

Residence Address | City | State | Zip

Sales Contact Person | Accounting Contact Person

Do you use purchase orders? Yes ☐ No ☐

Authorized Name #1 | Authorized Name #2

Credit Limit

TRADE REFERENCES

Please provide at least 2 references.

Company Name

Address | **City** | **State** | **Zip**

Phone | **Fax** | **Email**

Contact Name

Company Name

Address | **City** | **State** | **Zip**

Phone | **Fax** | **Email**

Contact Name

TRADE REFERENCES CONTINUED

Additional references are optional.

Company Name			
Address	City	State	Zip
Phone	Fax	Email	
Contact Name			

Company Name			
Address	City	State	Zip
Phone	Fax	Email	
Contact Name			

BANK REFERENCE

Name of Bank		Branch	
Address	City	State	Zip
Phone	Fax		
Bank Contact Name			
Checking Account #		Savings Account #	

AUTHORIZED TO RELEASE BANKING INFORMATION

Please release any and all information on my accounts. Photocopies of this authorization may be made to facilitate multiple inquiries. In the event that you receive a photocopy, it should be treated as an original and the information be release.

Name of Company and/or Individual

Signature Date

INSURANCE INFORMATION

Please include a copy of your Certificate of Insurance listing “Bexel” as loss payee. Certificate must also include Transit Coverage.

Insurance Broker			
Address	**City**	**State**	**Zip**
Phone	**Contact Name**		

CREDIT CARD AUTHORIZATION FORM

As the owner or person with signature rights, I hereby certify that I am authorized to use the following credit card number for the purposes of renting or purchasing items from Bexel. I further agree that this credit card may be used by me in the future for additional rentals or purchases, and that this document shall suffice as written authorization, until revoked in writing, for all such uses.

Should this credit card be used for renting equipment from Bexel, and the equipment is not returned by the agreed upon return date, I hereby authorize the use of this card for all additional rental charges until the equipment is returned. Should it be determined that accessory or other items were not returned, I authorize the use of this card to pay for all items.

Please include a picture/scan of the Credit Card Holder's photo identification, and the front and back of the credit card.

Company Name

MasterCard ☐ Visa ☐ American Express ☐

Credit Card # Security Code Expiration Date

Phone Fax Email

Billing Address City State Zip

Print Name (Card Holder)

Authorized Signature (Card Holder) Date

The following person is authorized to sign the credit card presented for payment to Bexel on behalf of the Card Holder.

Name of Authorized Individual

Signature Date

Authorized by (Principal Card Holder)

Signature Date

I hereby authorize Bexel to use this credit card for payment of the following transaction:

Invoice # Transaction Date

Dollar Amount Authorized: $

I authorize the above order to be picked up by:

Or shipped via: FedEx/UPS Account:

RENTAL AGREEMENT

DESCRIPTION OF PROPERTY: The property ("Property") subject to this Agreement shall be the specific items of equipment listed on the Equipment Delivery Receipt prepared by Vitec Broadcast Services Inc. ("Bexel") at time of delivery of such equipment to or on behalf of the customer, whose name appears above ("Customer"). Such Equipment Delivery Receipt and the Bexel Sales Order ("Sales Order"), which specifies the rental rate, shall be deemed a part of this Agreement, as if fully incorporated herein. Upon pickup of the Property by Customer at Bexel's place of business, or upon receipt by Customer after shipment, it is Customer's responsibility to determine that the order is complete and to immediately notify Bexel prior to taking delivery, of any discrepancies.

TERM OF RENTAL: Unless otherwise specified in the Equipment Delivery Receipt, all Property shall be rented on a day-to-day basis and all rental rates shall apply to each full day or any fraction thereof which has elapsed between the time the Property is delivered to Customer and the time it is returned to Bexel. The manner by which "delivery" and "return" are to be accomplished are described herein below. Pickup by the Customer from Bexel or shipment by Bexel of the Property after 4:00 PM shall not be deemed a rental day. Return of the Property to Bexel after 9:00 AM will be deemed an additional rental day. Where the Property has not been returned to Bexel by the date specified in the Equipment Delivery Receipt, rent shall continue to accrue on the Property on a day-to-day basis at the rate contained on the applicable invoice, until such time as the property has been returned to Bexel in the manner provided for below. Regardless of the period of rental specified in the Equipment Delivery Receipt, Bexel may, by notice to the Customer, cancel any Equipment Delivery Receipt at any time during the term of rental if Bexel deems that the Customer is misusing equipment, the terms of this Agreement are not being met, or Customer has breached this Agreement in any other manner.

DELIVERY: CUSTOMER, BY SIGNING THIS AGREEMENT, ACKNOWLEDGES THAT THE PROPERTY WILL BE DEEMED "DELIVERED" TO IT FOR ALL PURPOSES WHEN IT LEAVES BEXEL'S PLACE OF BUSINESS IN THE POSSESSION OF THE CUSTOMER, ANY AGENT OF THE CUSTOMER OR ANY THIRD PARTY CARRIER. CUSTOMER BEARS FULL RESPONSIBILITY FOR ALL TRANSPORTATION ARRANGEMENTS FOR THE PROPERTY (INCLUDING SELECTION OF A THIRD PARTY CARRIER IF REQUIRED), UNLESS OTHER ARRANGEMENTS ARE MADE IN A WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BEXEL. Should the Customer fail to specify in writing the exact manner by which transportation and delivery shall be accomplished, Customer shall be deemed to have authorized Bexel to employ methods of delivery that Bexel, in its sole discretion, deems to be appropriate for the particular circumstances under which the transportation and/or delivery will occur, including the use of any third party carriers, drayage houses, and/or storage facilities, with the Customer bearing the entire risk of loss and/or damage to any Property once it has left Bexel's place of business. In the event Bexel agrees in writing to deliver the Property to a location away from Bexel's place of the Customer shall provide Bexel with detailed written instructions for the manner and location of such delivery. If the Customer fails to provide such instructions, or if such instructions fail to address specific aspects of the delivery process, Customer shall be deemed to have authorized Bexel to accomplish delivery in any manner that Bexel, in its sole discretion, deems to be appropriate for the particular circumstances under which the delivery will occur, including delivery to a drayage house or storage facility, with the Customer bearing the entire risk of loss and/or damage to the Property once it is no longer in the physical custody of authorized Bexel employees.

RETURN: THE PROPERTY SHALL BE DEEMED "RETURNED" TO BEXEL WHEN IT HAS BEEN DELIVERED TO BEXEL'S OPERATIONS DEPARTMENT. THE CUSTOMER SHALL CONTINUE TO BEAR ANY AND ALL RISK OF LOSS AND/OR DAMAGE TO THE PROPERTY UNTIL RETURN HAS BEEN ACCOMPLISHED IN THIS MANNER. Equipment that has been damaged or destroyed while in the possession of the Customer, an agent of the Customer or any third party carrier shall not be deemed to have been "returned" to Bexel until such time as it has been repaired (as provided below) and Customer has been released in writing by an authorized representative of Bexel from liability for any further rent, or Bexel has received full replacement value from the Customer or the Customer's insurer, including payment of any unpaid and /or continuing rental charges. Likewise, equipment that has been lost, stolen or seized by a governmental agency while in the possession of the Customer, an agent of the Customer (including, but not limited to, drayage houses, storage facilities and/or hotel concierge desks) or any third party carrier shall not be deemed to have been "returned" to Bexel until Bexel has received full replacement value from the Customer or the Customer's insurer, including payment of any continuing rental charges, or the equipment has been released by the governmental agency or third party and is in the physical possession of Bexel, in an undamaged condition. Under no circumstances shall Bexel be deemed to have accepted return delivery of or otherwise "signed off" on particular items of equipment until such time as each item has been unpacked from its shipping container, examined by Bexel employees and individually bar code scanned into Bexel's computerized inventory system as returned and undamaged.

RATES AND CHARGES: The rent payable for any item of Property shall be that set forth in the Sales Order. This rate is offered to Customer based upon Customer's credit information available to Bexel at the time of rental. This completed Account Establishment Form must be signed and returned to Bexel at least three (3) days prior to the first rental. If this information is incorrect or changes during the course of a rental, Bexel may revise the applicable rate without notice. Rent is payable according to the terms contained on Bexel's invoice to Customer (net 30 days after date of the invoice). If not paid when due, rent shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the date rental charges were incurred. Any discounts granted by Bexel may be revoked at any time after thirty (30) days. Bexel's published rates are subject to change at any time without notice. All rates are FOB Bexel, and Customer is responsible for all shipping and delivery charges. Bexel may assess an additional charge in accordance with its then current rate schedule for pickup and delivery, early pickup services during non-business hours and technical support for the operation of equipment. Canceled orders will be subject to Bexel's then current cancellation charge. No allowance will be made for items delivered to but not used by Customer. If Customer qualifies for and elects a damage waiver, as provided below ("Damage Waiver"), Bexel will surcharge its rate in the amount Bexel establishes for the Damage Waiver, and require, in the case of C.O.D. rentals, a cash, credit card, or equivalent deposit, which deposit will be refundable (less any unpaid rental charges and any damage to the Property not covered be Customer's insurance or the Damage Waiver, as provided below) upon return of all of the Property to Bexel. Damage Waivers are offered at the sole discretion of Bexel and Bexel reserves the right to refuse any Customer's request for a Damage Waiver. The Customer shall pay all taxes, transportation charges, duties, broker's fees, bonds or other costs imposed on the rental of the property by the Customer.

RENTAL AGREEMENT

LIMITED WARRANTY: Bexel warrants that, when delivered to the Customer, all Property will be operational to accepted manufacturer specifications. IN THE EVENT OF A MALFUNCTION, CUSTOMER MUST NOTIFY BEXEL IMMEDIATELY AND BEXEL WILL HAVE NO RESPONSIBILITY FOR ANY MALFUNCTION REPORTED AFTER TERMINATION OF THE RENTAL FOR SUCH PROPERTY. CUSTOMER SHALL NOT ATTEMPT TO SERVICE OR REPAIR ANY OF THE PROPERTY AND ANY ATTEMPT BY THE CUSTOMER TO SERVICE OR REPAIR THE PROPERTY, WILL VOID THE LIMITED WARRANTY PROVIDED HEREIN. THE LIMITED WARRANTY PROVIDED HEREIN SHALL NOT APPLY TO ANY MALFUNCTION RESULTING FROM MISHANDLING OR IMPROPER OPERATION OF THE PROPERTY AFTER DELIVERY TO THE CUSTOMER. BEXEL SHALL HAVE NO LIABILITY ARISING OUT OF THE CUSTOMER'S INABILITY TO OPERATE THE PROPERTY IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND CONTEMPLATED USE. EXCEPT AS SET FORTH HEREIN, BEXEL MAKES NO WARRANTY WITH RESPECT TO THE PROPERTY AND EXPRESSLY DISCLAIMS ANY WARRANTY, IMPLIED OR OTHERWISE, THAT THE PROPERTY IS SUITABLE FOR THE CUSTOMER'S INTENDED USE. BEXEL SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES AND ITS LIABILITY FOR ANY BREACH OF THE WARRANTY GRANTED HEREUNDER SHALL BE, IN BEXEL'S DISCRETION, REPLACEMENT OR REPAIR OF ANY DEFECTIVE PROPERTY OR A REFUND OF ANY RENT PAID BY THE CUSTOMER IN CONNECTION WITH SUCH PROPERTY.

DAMAGE AND INSURANCE: THE CUSTOMER ACKNOWLEDGES THAT WHEN THE PROPERTY IS DELIVERED TO THE CUSTOMER, THE CUSTOMER WILL HAVE EXAMINED THE PROPERTY AND FOUND IT TO BE IN GOOD WORKING ORDER. THE CUSTOMER SHALL HAVE FULL RESPONSIBILITY AND LIABILITY TO BEXEL FOR THE ACTUAL COST TO REPAIR OR REPLACE ANY PROPERTY WHICH DURING THE PERIOD BETWEEN DELIVERY TO THE CUSTOMER AND RETURN TO BEXEL HAS BEEN LOST, STOLEN, OR DAMAGED FROM ANY CAUSE WHATSOEVER (OTHER THAN FROM A MALFUNCTION TO WHICH BEXEL'S LIMITED WARRANTY APPLIES OR ORDINARY WEAR AND TEAR). THE CUSTOMER ASSUMES ANY AND ALL RISK OF LOSS ONCE THE PROPERTY LEAVES BEXEL'S PLACE OF BUSINESS UNTIL SUCH TIME AS THE PROPERTY IS RETURNED TO BEXEL IN THE MANNER PROVIDED HEREIN, EXCEPT AT SUCH TIMES AS THE EQUIPMENT IS IN THE EXCLUSIVE CONTROL OF AUTHORIZED BEXEL EMPLOYEES.

THE CUSTOMER SHALL ALSO BE LIABLE TO BEXEL FOR ANY CONTINUED RENTAL CHARGES DURING A REASONABLE TIME REQUIRED TO REPAIR OR REPLACE DAMAGED EQUIPMENT, TO THE EXTENT THE CUSTOMER IS RESPONSIBLE UNDER THIS AGREEMENT FOR SUCH DAMAGE OR LOSS, THE CUSTOMER SHALL BE LIABLE TO BEXEL FOR THE FULL REPLACEMENT COST OF ALL PROPERTY WHICH MUST BE REPLACED AS A RESULT OF DAMAGE, LOSS OR THE CUSTOMER'S FAILURE TO RETURN THE PROPERTY TO BEXEL. THE LIABILITY OF CUSTOMER HEREUNDER IS PRIMARY AND SHALL ONLY BE REDUCED IN THE EVENT AND TO THE EXTENT BEXEL ACTUALLY RECEIVES ANY APPLICABLE INSURANCE PROCEEDS. Acceptance by Bexel of the return of any Property shall not be deemed a waiver by Bexel of any claims which Bexel may have against the Customer under this paragraph, even though any damage for which the Customer is liable hereunder is discovered later. Prior to taking delivery of the Property, the Customer shall either (i) provide to Bexel a Certificate of Insurance acceptable to Bexel, with Bexel named as the loss payee, in a form and amount satisfactory to Bexel, evidencing Customer's insurance covering all risk of loss to the Property at replacement cost value plus any continuing rental charges at the same rate set forth on the Sales Order (such payments to continue until the date of receipt of the replacement cost by Bexel), including coverage of the Property while in transit, or (ii) purchase a Damage Waiver. THE CUSTOMER'S INSURANCE MUST INCLUDE RENTED OR LEASED EQUIPMENT COVERAGE AND MUST PROVIDE COVERAGE DURING THE ENTIRE TIME OF RENTAL OR LEASE, INCLUDING TRANSPORTATION OF THE EQUIPMENT FROM AND TO BEXEL'S PLACE OF BUSINESS, EVEN IF SUCH TRANSPORTATION IS ACCOMPLISHED BY A THIRD PARTY CARRIER. A Damage Waiver may be purchased from Bexel, at Bexel's sole discretion, by customers who have a credit history that meets with Bexel's approval. If the Customer purchases a Damage Waiver, at cost to be established by Bexel, Bexel will waive any damage to the Property resulting from perils covered by Bexel's blanket insurance policy in effect at the time the damage occurred, subject to a Two Thousand Five Hundred Dollars ($2,500) deductible to be paid by the Customer in connection with any such damage. Bexel will not waive and Customer will remain liable for any damage resulting from a peril not covered by Bexel's blanket insurance policy, including, but not limited to: damage due to water corrosion, damage or loss of lenses due to scratching; damage or loss of C.C.D. pickup devices; burned in images on monitor screens; unauthorized internal adjustments; unauthorized repairs; water or rain; willful or neglectful misuse; theft from closed vehicles (unless locked and signs of forced entry are found); theft from visually open vehicles (e.g. station wagons or sedans); theft not reported to local police within forty eight (48) hours (a copy of the police report must be provided); unexplained loss, damage or disappearance; loss due to war, riot, insurrection, or government action (including confiscation and seizure); or fraudulent and dishonest acts. Customer is responsible for full replacement cost of Property for the above listed items. Bexel may, at its sole discretion, require a deposit equal to all, or a portion of, the equipment replacement value in connection with any Damage Waiver. Such deposits will be returned (less charges for any damages and any unpaid rental charges) upon return of the Property to Bexel.

USE OF PROPERTY: The Customer shall at all times retain the Property in its own custody and Customer shall not permit the Property to be moved from the address specified in the Equipment Delivery Receipt, without the prior written consent of Bexel. The Customer shall operate the Property in accordance with the manufacturer's instructions and contemplated use and shall not use the Property in any manner which will subject it to abnormal or hazardous conditions, including, but not limited to: not using the Property in accordance with manufacturer's instructions and contemplated use, negligence (defined as, but not limited to, failure to provide prudent security measures to prevent theft or carelessness in maintaining the equipment properly); or misuse (defined as, but not limited to, improper use of the equipment causing damage due to utilization of the equipment in a manner for which it is not designed). The Customer shall not make any alterations or improvements to the Property without the prior written consent of Bexel and shall not deface, remove, or cover any nameplate on the Property showing Bexel's ownership. All Property shall be operated in accordance with applicable Federal, State or local law.

INDEMNIFICATION: THE CUSTOMER HEREBY AGREES TO INDEMNIFY AND HOLD BEXEL HARMLESS FROM AND AGAINST ANY AND ALL LOSSES AND/OR CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING OUT OF CUSTOMER'S POSSESSION, USE OR OPERATION OF THE PROPERTY DURING THE TIME BETWEEN DELIVERY OF THE PROPERTY TO THE CUSTOMER AND ITS RETURN TO BEXEL.

RENTAL AGREEMENT

TITLE MATTERS: This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property. Title to the Property shall remain at all times in Bexel. The Customer hereby acknowledges Bexel's ownership and title in the Property and agrees to keep the Property free of all liens, levies, and encumbrances. This Agreement constitutes a lease to the Customer exclusively and the Customer shall not assign any rights under this Agreement (or sublease the Property to any other person or entity). Bexel shall have the right to assign its rights and obligations under this Agreement without the consent of the Customer. In the event of any such assignment, the Customer waives the right to assert any claim by the Customer against Bexel as a defense against any such assignee.

RIGHT OF ENTRY AND INSPECTION: Bexel shall have the right to inspect the Property at any time during the rental term. Customer shall make any and all arrangements necessary to permit a qualified representative of Bexel access to the location of the Property. If a breach of any of the provisions of the Rental Agreement occurs, Bexel has the right to remove all of the Property without liability to Customer, and without prejudice to Bexel's right to receive rent due or accrued, up to and including the date of removal of the Property.

GOVERNING LAW: This Rental Agreement shall be governed by and construed in accordance with the laws of the State of California as same are applied to internal disputes and the parties hereto submit to the jurisdiction of the Courts of the State of California, County of Los Angeles for all purposes related to this Agreement. The prevailing party in any proceeding shall be entitled to an award of attorneys' fees and litigation costs.

MISCELLANEOUS: This Agreement, the Equipment Delivery Receipt, the Sales Order(s) and any extension of the rental term set forth in the Sales Order issued by Bexel from time to time shall constitute the entire Agreement of Bexel and the Customer with respect to the rental of the Property. This Agreement may not be modified without a writing signed by both the Customer and an authorized representative of Bexel. All obligations of the Customer hereunder shall survive expiration of the rental term set forth on any Equipment Delivery Receipt or any extension of the rental term set forth in the Sales Order. Any notice required or permitted to be sent under this Agreement shall be deemed sent (i) when delivered to the business office of the addressee by messenger or express mail delivery, or (ii) three (3) days after deposit in the US Mail with first class postage prepaid to the address set forth on the most recent Equipment Delivery Receipt. Notwithstanding any prohibition on assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. The person signing this Agreement on behalf of the Customer warrants that such individual has been duly authorized to execute this Agreement and to bind the Customer to its terms. In the event any provision of this Agreement is held to be unenforceable, such provision shall be severed from this Agreement and the remainder shall be deemed fully enforceable.

The Customer hereby represents to the best of its knowledge, that all information provided is true and correct. By signing this Account Establishment Form and accepting delivery of equipment from Bexel, the Customer agrees to be bound by all of the Rental Terms and Conditions in effect from time to time, as set forth in this document. Further, by signing below, the signatory hereby represents that they are an authorized agent of the Customer or are otherwise authorized to bind the Customer to this Agreement.

I agree to the Rental Terms and Conditions. ☐

Authorized Signature **Date**

Print Name **Title**

Legal Name of Business

Mail Payments To:
Bexel
P.O. Box 951736
Dallas, TX 75395-1736

Contact:
Phone: +1-818-565-4220
eFax: +1-818-276-4603
Email: CreditDept@bexel.com