



ON THE MARK MEDIA LLC

274 West Spazier Avenue, Burbank, CA 91502
phone: (626) 737-6721 email: reservegear@otmla.com
RENTAL PROCEDURE

1. Email us your **GEAR LIST** with **PICK-UP / RETURN DATES, PROJECT TITLE, BUDGET** and we will send you a quote ASAP. If you don't hear from us, please give us a call.
2. Look over the quote. If you need to make changes, let us know what you need to **ADD / REMOVE. A QUOTE DOES NOT RESERVE THE GEAR FOR YOU.**
3. If you are happy with the quote, reply by email stating that you want to **CONFIRM** your rental. **A NON-REFUNDABLE DEPOSIT MAY BE REQUIRED TO RESERVE YOUR RENTAL.**
4. If a PREP is required, a scheduled appointment must be made.
5. To set-up a new account, the following is needed before equipment is released:
 - a. Signed **RENTAL AGREEMENT**
 - b. Signed **CREDIT CARD AUTHORIZATION FORM**
 - i. Attach a copy of your **Driver's License & Credit Card** (front and back)
 - c. **CERTIFICATE OF INSURANCE (COI)**
 - i. Certificate Holder listed as: **On The Mark Media LLC**

274 W. Spazier Ave.
Burbank, CA 91502
 - ii. Forward all paperwork to reservegear@otmla.com
 - iii. We may also require a credit card pre-authorization for the amount of the deductible.
7. **RENTAL PAYMENT:** Your credit card **WILL BE** charged on pickup or return unless other arrangements are requested and approved. We also accept the following:
 - a. **QUICKBOOKS:** Our accounting dept. will process payment or send a payment link for the rental. No cc fee applied if processed through QB.
 - b. **CHECK:** Payable to On The Mark Media LLC & include Invoice# in the memo. There is a \$30 return charge.
 - c. **E-Check:** Payable to On The Mark Media LLC & include Invoice# in the memo. Send E-check to accounting@otmla.com
 - d. **ACH/WIRE:** Request banking details in advance or send paperwork to accounting@otmla.com
 - e. **CHASE QUICKPAY/ZELLE/VENMO:** send payment to otmbank@gmail.com, new clients need to provide account handle/information for us to make the request.
 - f. **CASH**

LEASE/RENTAL AGREEMENT TERMS & CONDITIONS

>>> Please sign this rental agreement on the next page <<<

Equipment and Vehicles

Please Read Carefully. You Are Liable For Our Equipment and Vehicles From The Time They Leave Our Yard Until the Time They Are Returned To Us.

- 1. Indemnity.** Lessee/Renter (hereinafter designated as "You" or "Your") agree to defend, indemnify, and hold On The Mark Media, LLC, its parent, subsidiary and affiliated companies and their owners, officers, and employees (hereinafter designated as "Us" or "We" or "Our") harmless from and against any and all claims, actions, causes of action, demands, rights, damages of any kind, costs, loss of profit, expenses and compensation whatsoever including court costs and reasonable attorney fees ("Claims"), in any way arising from, or in connection with, the Vehicles and Equipment rented/leased (which vehicles and equipment, together, are referred to in this document as "Equipment"), including, without limitation, as a result of its use, maintenance, or possession, irrespective of the cause of the Claim, including the active or passive negligence of Us, except as the result of Our sole negligence or willful misconduct, from the time the Equipment leaves Our place of business when You rent/lease it until the Equipment is returned to Us.
- 2. Loss of or Damage to Equipment.** You are responsible for loss, damage or destruction of the Equipment, including but not limited to losses while in transit, while loading and unloading, while at any and all locations, while in storage, while on Your premises, and while being used by You in any manner whatsoever, including damage or destruction of the Equipment caused by the active or passive negligence of Us, except that You are not responsible for damage to or loss of the Equipment caused by Our sole negligence or willful misconduct. You are also responsible for actual and verifiable loss of use and You shall fully compensate Us for the loss of use of the Equipment during the time it is being repaired or replaced, as applicable.
- 3. Protection of Others.** You will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Equipment shall be used only by Your employees or agents qualified to use the Equipment.
- 4. Equipment in Working Order.** We have tested the Equipment and Media Cards in accordance with reasonable industry standards and found it to be in working order immediately prior to the inception of this Agreement, and to the extent You have disclosed to Us all of the intended uses of the Equipment, it is fit for its intended purpose. Other than what is set forth herein, You acknowledge that the Equipment including Media Cards are rented/leased without warranty, or guarantee, except as required by law or otherwise specifically agreed upon in writing by the parties at the inception of this Agreement. On The Mark Media, LLC is not responsible for Media Card failures. Renter is solely responsible for storing and safeguarding images on media.
- 5. Property Insurance.** You shall, at Your own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance"), covering the Equipment from all sources (Equipment Rental Floater or Production Package Policy) including coverage for, without limitation, (i) theft by force (ii) theft by fraudulent scheme and/or "voluntary parting" (iii) mysterious disappearance (iv) theft from unattended vehicles (v) loss of use of the Equipment, from the time the Equipment is picked up by You or a shipper at Our place of business or placed upon a common carrier for forwarding to You, as applicable, until the Equipment is returned to and accepted by Us. Policies with locked vehicle warranties, unattended vehicle exclusions or any other limitations on theft from vehicles are not acceptable. The Property Insurance shall be on a worldwide basis and name Us as the loss payee with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to, the Equipment. The Property Insurance coverage shall be sufficient to cover the Equipment at its replacement value but shall, in no event, be less than \$1,000,000. The Property Insurance shall be primary coverage over Our insurance. A copy of the Property Risk insurance policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.
- 6. Workers Compensation Insurance.** You shall, at Your own expense, maintain worker's compensation insurance during the course of the Equipment rental as required by applicable law and employer's liability insurance during the course of the Equipment rental with minimum limits of \$1,000,000.
- 7. Liability Insurance.** You shall, at your own expense, maintain commercial general liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability Insurance shall name Us as an additional insured and provide that said insurance is primary coverage. Such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, the following coverages: standard contractual liability, personal injury liability, completed operations, and product liability. The Liability Insurance shall provide general liability aggregate limits of not less than \$2,000,000 (including the coverage specified above) and not less than \$1,000,000 per occurrence. A copy of the Liability Insurance policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.
- 8. Vehicle Insurance.** You shall, at Your own expense, maintain business motor vehicle liability insurance ("Vehicle Insurance"), including coverage for loading and unloading Equipment and hired motor vehicle physical damage insurance, covering owned, non-owned, hired and rented vehicles, including utility vehicles such as trailers. Coverage for physical damage shall include "comprehensive" and "collision" coverage. We shall be named as an additional insured with respect to the liability coverage, and as a loss payee with respect to the physical damage coverage. The Vehicle Insurance shall also include coverage for pollution, if caused by accident, caused by any vehicles. The Vehicle Insurance shall provide not less than \$1,000,000 in combined single limits liability coverage and actual cash value for physical damage and shall provide that said insurance is primary coverage with respect to all insureds, the limits of which must be exhausted before any obligation arises under Our insurance. A copy of the Liability Insurance policy, including the declarations pages and the specific endorsement naming Us as an additional insured will be provided to Us on Our request.
- 9. Insurance Generally.** All insurance maintained by You pursuant to the foregoing provisions shall contain a waiver of subrogation rights in respect of any liability imposed by this Agreement on You as against Us. You shall hold Us harmless from, and shall bear the expense of, any applicable deductible amounts and self insured retentions provided for by any of the insurance policies required to be maintained under this Agreement. In the event of loss, You shall promptly pay amount of the deductible amount or self-insured retention or the applicable portion thereof to Us or the insurance carrier, as applicable. Notwithstanding anything to the contrary contained in this Agreement, the fact that a loss may not be covered by insurance provided by You under this Agreement or, if covered, is subject to deductibles, retentions, conditions or limitations shall not affect Your liability for any loss. Should You fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide Us upon request with satisfactory evidence of the insurance, We may, but shall not be obliged to, procure the insurance and You shall reimburse Us on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement. The grant by You of a sublease of the Equipment rented/leased shall not affect Your obligation to procure insurance on Our behalf, or otherwise affect Your obligations under this Agreement.
- 10. Cancellation of Insurance.** You and Your insurance company shall provide Us with not less than 30 days written notice prior to the effective date of any cancellation or material change to any insurance maintained by You pursuant to the foregoing provisions.
- 11. Certificates of Insurance.** Before obtaining possession of the Equipment You shall provide to Us Certificates of Insurance confirming the coverages specified above. All certificates shall be signed by an authorized agent or representative of the insurance carrier. On The Mark Media, LLC may allow a cash or credit card deposit(s) in lieu of equipment insurance to cover the value of the rented equipment.
- 12. Drivers.** Any and all drivers who drive the Vehicles You are renting/leasing from Us shall be duly licensed, trained and qualified to drive vehicles of this type. Although We may, from time to time, recommend certain qualified drivers with whom We are familiar, We do not supply drivers. You must supply and employ any driver who drives Our Vehicles (even if the driver is the registered owner of the vehicle or owner of a company that owns the vehicle) and that driver shall be deemed to be Your employee for all purposes and shall be covered as an insured on all of Your applicable insurance policies.
- 13. Operators.** Any and all Operators of the Equipment shall be duly experienced, trained and qualified to operate Equipment of this type. Although We may, from time to time, recommend certain qualified Operators with whom We are familiar, We do not supply Operators. You must supply and employ any Operator who operates the Equipment (even if the Operator is the owner of the Equipment or owner of a company that owns the Equipment) and that Operator shall be deemed to be Your employee and acting under Your supervision or control for all purposes and shall be covered as an insured on all of Your applicable insurance policies.
- 14. Compliance With Law and Regulations.** You agree to comply with the laws of all states in which the Equipment is transported and/or used as well as all federal and local laws, regulations, and ordinances pertaining to the transportation and use of such Equipment. Without limiting the generality of the foregoing and by way of example, You shall at all times (i) display all necessary and proper placards; (ii) obtain all necessary permits; and (iii) keep all required logs and records. You shall indemnify and hold Us harmless from and against any and all fines, levies, penalties, taxes and seizures by any governmental authority in connection with or as a result of Your possession or use of the Equipment including, without limitation, the full replacement value of the Equipment in the event of seizure or impound, including Our reasonable costs and reasonable attorney fees.



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CREDIT CARD AUTHORIZATION AGREEMENT

Your credit card **WILL BE** charged on pickup or return unless other arrangements are requested and approved

COMPANY (IF APPLIES)			
CREDIT CARD (PLEASE CIRCLE)	VISA // MC // AMEX // DISCOVER		
CARDHOLDER (PRINT NAME)			
CREDIT CARD NUMBER			
SECURITY CODE		EXPIRATION DATE	
CREDIT CARD BILLING ADDRESS	STREET		
	CITY	STATE	ZIP CODE
PHONE			
EMAIL			
CREDIT CARD TERMS (PLEASE CIRCLE)	* BLANKET OR SINGLE USE AGREEMENT		
<i>*BLANKET AGREEMENT authorizes ON THE MARK MEDIA, LLC to charge the current order and future transactions. If payment has not been made after 30 days, we will charge the credit card on file. Your card WILL NOT be charged if other payment method has been arranged beforehand.</i>			
PLEASE INCLUDE COPY OF THE FRONT AND BACK OF YOUR CREDIT CARD AND DRIVERS LICENSE			
By signing this agreement, I authorize ON THE MARK MEDIA, LLC to charge the credit card provided to the agreed quote or invoice amount. I also authorize rental charges for lost or damaged items up to the full amount of the insurance deductible.			
I have read the ON THE MARK MEDIA, LLC rental agreement. I understand that I will be held fully responsible for the above charges.			
SIGNATURE _____		DATE _____	

Please email this completed form to reservegear@otmla.com

CREDIT CARD

IMAGES

FRONT & BACK

IDENTIFICATION

IMAGES

FRONT & BACK