



APPLICATION

DATE: _____

CUSTOMER NAME: _____

PRIMARY PHONE: _____

COMPANY: _____

CELL PHONE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

EMAIL: _____

I, ON BEHALF OF THE ABOVE NAMED COMPANY, INTENDING TO BE LEGALLY BOUND, HAVE CAREFULLY READ AND AGREE TO THE RENTAL AGREEMENT TERMS ON THE FOLLOWING PAGES. I AFFIRM ALL INFORMATION PROVIDED IS TRUE AND ACCURATE.

SIGNATURE:(Authorized Representative) _____

NAME:(Please Print) _____ TITLE: _____

TO CONFIRM YOUR RENTAL PLEASE RETURN THE FOLLOWING PAPERWORK

1. RENTAL QUOTE/ORDER - INITIAL IF NOT PROVIDING PO. (signed by an authorized representative).
2. EQUIPMENT RENTAL TERMS & CONDITIONS(Page 1&4 / signed by an authorized representative).
3. CREDIT CARD AUTHORIZATION (Page 5 / signed by the credit card holder).
4. CERTIFICATES OF INSURANCE (see insurance requirements more information).
5. PHOTO COPY OF CREDIT CARD AND CARDHOLDERS DRIVER’S LICENSE. (front/rear of both)
6. NEW YORK STATE RESALE CERTIFICATE OR TAX EXEMPTION (if applicable).

The above actions signify that all parties have agreed to the terms of the Rental Quote / Order, and Atomburst Production Services, llc Equipment Rental Terms & Conditions. Atomburst Production Services, llc will begin preparing only when the fore-mentioned actions are satisfied.

Approval may take up to 24 hours and is contingent on successful verification of references, insurance and credit.

P A Y M E N T

PAYMENT TERMS ARE C.O.D. FOR FIRST TIME CUSTOMERS

PAYMENT IS DUE IN FULL AT TIME OF EQUIPMENT PICKUP

Check: Corporate, Personal, or Certified are acceptable

Credit Card: Visa, MasterCard, American Express, Discover are accepted

CREDIT CARD DISCLAIMER:

ALL CREDIT CARD TRANSACTIONS OVER \$1,000 WILL BE ASSESSED A 3.5% FEE.

Cash: Accepted.

A CREDIT CARD DEPOSIT MAY BE REQUIRED.

SECURITY DEPOSITS:Required for any rental or additional rental package that exceeds 2 weeks. The deposit will be equivalent to one week’s rental rate. Deposits are held until all monies owed to Atomburst Production Services, llc have been paid in full. • Check, Credit Card, or Cash are all acceptable deposit payment forms.

The Pickup Time for Rentals Must Be Agreed Upon with your Rep 24hrs. before Check-out Date.

ALL EQUIPMENT MUST BE RETURNED BY 10AM ON THE CHECK-IN DATE TO AVOID ADDITIONAL RENTAL CHARGES UNLESS ITS SPECIFIED AS A “24 HOUR RENTAL”.

RENTAL TERMS & CONDITIONS

Renter or lessee (hereinafter "lessee") shall bear and assume full responsibility for the risk of any loss of or damage to property from any cause whatsoever. The lessee 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 and their respective appurtenances (hereinafter described as the "equipment") in good state of condition and repair, reasonable wear and tear expected, and shall at the termination of the rental or lease replace such equipment as may be lost, stolen, missing, broken, damaged, other than by reasonable wear and tear, by others of a similar nature and of equal value or shall pay to Atomburst Production Services, LLC compensation on account of any of the said equipment which may be lost, stolen, missing, broken, or damaged. The lessee further agrees to compensate Atomburst Production Services, LLC for any and all consequential damages incurred by Atomburst Production Services, LLC including, but not limited to, lost profit and rental time lost as a result of replacement or the necessity for making repairs on said equipment lost, stolen, missing, broken, or damaged, other than as the result of the reasonable wear and tear. The lessee grants Atomburst Production Services, LLC express permission to charge his credit card account for equipment lost, stolen, missing, broken, or damaged, as well as a reasonable amount for lost profit or rental time lost, if applicable.

In no event shall Atomburst Production Services, LLC be responsible or liable for any claims by the lessee, its employees, agents, or representatives for alleged harm or damages claimed to have arisen out of the lessee's use, operation, possession, or control of the equipment, delay, or other reason, including but not limited to personal injury, wrongful death, lost profits, and expenses. Lessee affirmatively represents that it has inspected the equipment and will use, operate, possess and control same in its "AS IS" condition without any representations or warranties of Atomburst Production Services, LLC. Lessee warrants that the equipment is of good quality and sufficient for Lessee's intended uses. Lessee warrants it has knowledge and understanding of the proper use, maintenance, and storage of the equipment or it has retained a third-party or parties who have knowledge and understanding of same and have been so designated for that purpose. Atomburst Production Services, LLC expressly disclaims and any and all implied warranties including, but not limited to, warranties of merchantability and/or fitness for a particular purpose.

It shall be the duty of the lessee to monitor the condition of the equipment at reasonable times and intervals and immediately notify Atomburst Production Services, LLC of any claimed defect in any of the equipment. Provided that notice of a claimed defect is given to Atomburst Production Services, LLC by the lessee immediately upon discovery of an alleged defect, and provided that the equipment is returned to Atomburst Production Services, LLC forthwith for inspection, and provided that there is, in fact, a defect as claimed by the lessee and Atomburst Production Services, LLC, in its reasonable judgment determines that said defect was not caused by any act of the lessee or its employees or agents, then Atomburst Production Services, LLC shall have the option of substituting other like equipment in exchange for the returned equipment or of terminating this agreement and recalling all equipment. In the event that Atomburst Production Services, LLC intends to substitute other like equipment in exchange for the returned equipment, the rental charges for said returned equipment shall be abated from the time of acceptance of such return to the time of the delivery of such substitute equipment. In the event that Atomburst Production Services, LLC elects to terminate this agreement, lessee shall be refunded any monies paid by lessee for the rental of the equipment for the period following the termination. The provisions of this paragraph shall be the only recourse of the lessee for claimed defects in any piece of equipment.

The equipment herein shall be delivered to and returned by the lessee F.O.B. Westerlo, New York, at licensee's own risk, cost, and expense. Rental or lease of all equipment must be paid for the period of time until it is returned to Atomburst Production Services, LLC. The lessee further agrees to pay the per diem rental rate for each day the equipment is not returned past the due date. No allowance, offsets or abatement will be permitted for any reason.

The licensee agrees that the equipment will not be taken from the ground in an airplane or any machine used for air travel without the express written consent of Atomburst Production Services, LLC. The lessee shall not assign, sublet or otherwise permit others to use the equipment or loan the equipment to any other person or firm, and the equipment shall at all times remain under the immediate control, supervision, and direction of the lessee. The lessee further agrees not to remove or cover the tag or nameplate on the lighting, grip, vehicles, and/or other equipment showing ownership of said equipment by Atomburst Production Services, LLC.

If the lessee shall default on any of the terms, covenants, or conditions of this Agreement, or in timely making any of the payments set forth in this Agreement, 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 lessee of his property, or if the lessee shall enter into any arrangement or composition with his creditors, or in the event that any judgment is obtained against the lessee, then and in any such event, Atomburst Production Services, LLC or its designated agent or employees shall have the option to take immediate possession of the equipment and for such purpose Atomburst Production Services, LLC, its agents, or employees, may enter upon any premises where the equipment may be located, and may remove the same therefrom with or without force and with or without notice of intention to take the same, without liability or being subject to any suit or action or other proceeding by the lessee. Licensee shall, at licensee's sole cost and expense, defend any claims, suits or actions brought against Atomburst Production Services, LLC and its officers, directors, employees, agents, and successors arising out of or related to the repossession of the equipment as provided for herein. Atomburst Production Services, LLC shall be entitled to utilize counsel of its choice in the defense of any such claim, suit or action.

Atomburst Production Services, LLC shall be entitled to collect from the lessee its reasonable costs, expenses, and attorney's fees incurred in enforcing this agreement, including but not limited to protecting its rights or property under this agreement, or in suing lessee for breach of this agreement. The acceptance of the return of the equipment shall not constitute a waiver by Atomburst Production Services, LLC of any claims that it may have against the lessee, including claims for latent or patent damage to the equipment.

Lessee shall defend, indemnify, and hold harmless Atomburst Production Services, LLC and its officers, directors, employees, agents, and successors against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and attorneys' fees, that arise out of or relate to: (a) any bodily injury, death, or damage to real or tangible personal property allegedly caused by negligent acts or omissions of lessee in its use, possession, and control of the equipment, including any reckless or willful misconduct; (b) the repossession of the equipment as provided for herein.

If lessee is a business or corporation, throughout the term of the rental, lessee shall maintain commercial general liability insurance with limits of not less than \$1,000,000 any one occurrence, \$2,000,000 general aggregate (on a per project basis) for bodily injury, personal injury, personal property damage and advertising injury and \$1,000,000 any one occurrence, \$2,000,000 general aggregate, which coverage shall apply to the fullest extent permitted by law in the event of loss, including but not limited to full coverage for any suit arising from loss suffered by an employee of lessee. Additionally, if the lessee has rented or leased an Atomburst Production Services, LLC, vehicle, lessee shall, throughout the term of the rental, maintain automobile liability insurance covering owned, non-owned and hired automobiles used including the equipment with limits of not less than \$1,000,000 combined single limit covering personal and bodily injury and property damage arising from the ownership, maintenance, rental or use of such vehicle. The policies shall also contain, by endorsement or otherwise, waivers of subrogation in favor of the additional insureds applicable to coverage for property loss or damage. Where higher limits than those required herein are in fact maintained by lessee, the higher limits shall apply as if specified herein. All insurance required herein shall be primary over any other insurance in effect for Atomburst Production Services, LLC for all claims arising out of the lessee's use, operation and possession of the equipment, and the terms of the preceding paragraph regarding defense, indemnification, and holding Atomburst Production Services, LLC harmless shall apply herein in equal force. Atomburst Production Services, LLC shall be named an additional insured on any such policy(s).

The lessee represents that all liability and property insurance shall remain in full force and effect for the entire term of the rental period. In the event any policy is cancelled, terminated, or rescinded during the rental period, lessee shall provide immediate notice in writing to Atomburst Production Services, LLC. The lessee agrees not to pledge, mortgage, or in any way encumber the equipment contemplated herein.

Crew Services and Payments. All Atomburst-provided crew rates are based on a ten (10) hour day. Overtime is calculated at one and one half hour rate after ten hours and double-time (two hours rate per hour) after twelve hours. Travel time is calculated at straight hourly rate based on the standard ten (10) hour day. US Department of Transportation requires all Atomburst vehicle rentals to be accompanied by an Atomburst-provided Driver/Technician. Driver rate is based on a ten (10) hour day portal-to-portal. Driver overtime rate is calculated at one and one half hour rate after ten hours and double-time (two hours rate per hour) after twelve hours. When crew is provided by Atomburst, crew meals are required every six (6) hours during production. Crew meals are defined as a breakfast, lunch or dinner break of at least thirty (30) minutes during production. Atomburst reserves the right to charge a rate of \$15 per crew member, per every fifteen (15) minutes past the sixth hour until a meal is provided and/or any encroachment into the full (30) minute meal break. All crew and/or personnel provided by Atomburst shall be the sole responsibility of the Customer and covered exclusively by the Customer's insurance and worker's compensation policy during the entirety of any rental Order Term throughout the Agreement Term. Crew payments made after 15 days are subject to a mandatory 5% late fee each month. A finance charge of 1.5% per month may be added to unpaid invoices.

Down Payment Policy. All orders over \$5,000 and including Atomburst provided Crew services require a 50% non-refundable down payment toward the order total. Down payment shall be made in full prior to any start of work by Atomburst provided crew and/or personnel.

Cancellation Policy. Should customer "Cancel" or reschedule the start of a "Confirmed" order to a new Check-Out date ("Delayed"), the following Cancellation Fees will apply: Cancellation of "confirmed" rental orders by renter must be made at least 24 hours before rental period begins by phone or email. Failure to cancel prior to 24 hours will result in fee's equal to one days rental fee to be applied in consideration of Atomburst preparing, holding in reserve or sub-renting equipment from other agencies on customer's behalf. Cancellation Fees for *Confirmed* orders over \$2,000: Cancelled or Delayed less than 3 Full Business Day(s) prior to date of reservation: 25% of rental total, Cancelled or Delayed less than 1 Full Business Day(s) prior to date of reservation: 50% of rental total, Cancellation Fees for *Confirmed* orders which include Crew Services, Delivery Pick-Up Service and/or Vehicle Rentals: Cancelled or Delayed less than 2 Full Business Day(s) prior to date of reservation: 100% of Crew Services total and/or Delivery Pick-Up Service total, and/or 50% of Vehicle Rental Total. Any/all Confirmed orders cancelled at any time prior to the Check-Out date are subject to a 5% restocking fee. Upon any cancellation, any Sub-Rental and/or Special Order fees incurred by Atomburst are the sole financial responsibility of the Customer.

Definition of "Business Day". Business Days are standard terminology referring to the portion of the week that business is traditionally conducted in the United States of America. These days are as follows: Monday, Tuesday, Wednesday, Thursday and Friday. The weekend, including Saturday and Sunday, are not included as Business Days. A "Full Business Day" is 24 hours prior to the start of the next Business Day (12am), excluding weekends ie; One Full Business Day prior to a Monday Check-Out would be 12am on Friday morning.

Definition of "Confirmed" Order. Confirmed orders are defined as any/all order(s) and date(s) that are verbally, written and/or digitally approved and accepted directly to a representative or employee of Atomburst by Customer or an authorized agent of the Customer.

References. Atomburst reserves the right to contact any of the Trade References provided to determine if it will enter into this Agreement. Further, Atomburst reserves the right in its sole and absolute discretion to require additional evidence of Customer's ability to satisfy its obligations under this Agreement as determined by Atomburst in its sole and absolute discretion. If Atomburst determines that it is unsatisfied with any of the foregoing it may terminate this Agreement for any or no reason without penalty. Atomburst reserves the right to cancel any order for any reason at any time.

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 / Authorized Representative : _____

BANK INFORMATION: *(For Credit Application)*

Bank Name: _____

Account Officer: _____

Checking Account #: _____ Savings Account #: _____

Bank Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

TRADE REFERNECES: *(All new clients are required to provide trade references)*

Company Name: _____ Address: _____

Contact/Phone: _____ Email: _____

Company Name: _____ Address: _____

Contact/Phone: _____ Email: _____

Company Name: _____ Address: _____

Contact/Phone: _____ Email: _____

Atomburst Production Services, llc - 311 Tan Hollow Road Westerlo, NY 12193
Phone: 518-258-1804 - info@atomburstproductions.com

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: _____

Estimate #: _____

I hereby authorize Atomburst Production Services, llc and its successors to charge the above creditcard 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 Atomburst Production Services,llc'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 Atomburst Production Services, llc's terms and conditions.

Cardholder's Signiture: _____ Date: _____

Company: _____

Name & Title (printed): _____

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