

# **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 Incorpora	ted						
Employer Identification #		Dunn & Bradst	reet ID #						
Industry: Broadcast Post/Edit	Government	Producer Stag	ging A/V Other						
Tax Exempt Resale #									
For Proprietorship/Partnership: Social Securi	ty#	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	Contact Person Accounting Contact Person								
Do you use purchase orders? Yes	No								
Authorized Name #1		Authorized Nam	e #2						
Credit Limit									
TRADE REFERENCES Please provide at least 2 references.  Company Name  Current NEP Client If checked, no third party credit references are required.									
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.

Address

Phone

	City	State	Zip	
Phone	Fax	Email	<u> </u>	
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				
Bank Contact Name Checking Account #		Savings Account #		
AUTHORIZED TO RELE Please release any and all information In the event that you receive a photoco	on my accounts. Photocopies opy, it should be treated as an or	FORMATION  If this authorization may be made to		
Checking Account #  AUTHORIZED TO RELE  Please release any and all information	on my accounts. Photocopies opy, it should be treated as an or	FORMATION  If this authorization may be made to		

State

Zip

City

**Contact Name** 



#### 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 NEP Bexel 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 business 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 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 (1½ %) 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. 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. For payments made via credit card, the Customer shall not send plain text credit card information to NEP Bexel and will send all credit card information, as instructed by Bexel, to the secure third-party vendor. The Customer understands the credit card information will be retained and authorizes NEP Bexel to charge the credit card on file for agreed-upon charges that are not paid within thirty (30) days past the due date. NEP Bexel will provide adequate notice to the Customer prior to charging the credit card on file.



#### 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 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 provide to Bexel a Certificate of Insurance acceptable to Bexel, with Bexel named as the loss payee and additional insured on leased and rented equipment, 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. Further, the Customer at all times during the Term of this Agreement shall maintain general comprehensive liability insurance (in the amount of one million dollars (\$1,000,000) per occurrence) applicable to any claims, liabilities, damages, costs, or expenses, including but not limited to outside attorneys' fees relating to personal injury, death, and other related harm that arises out of the services rendered pursuant to the terms of this Agreement and, prior to taking delivery of the Property, the Customer shall provide to Bexel a Certificate of Insurance acceptable to Bexel, with Bexel named as additional insured under such policy. 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.

**USE OF PROPERTY:** 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. 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.

TITLE MATTERS: This Agreement constitutes a lease and not a sale of the Property or the creation of a security interest therein. As such: (i) No part of the rental payments made under this Agreement shall be deemed payment towards the purchase of any of the Property, (ii) Title to the Property shall remain at all times in Bexel, (iii) the Customer agrees to keep the Property free of all liens, levies, and encumbrances, (iv) 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.



#### **RENTAL AGREEMENT**

**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.				
Customer or Company Name (must match credit application):				
Accepted for Customer or Company Name By:				
Authorized Signature				
Print Name				
Date				

Mail Payments To:
NEP Bexel Inc.
Attn: Accounts Receivable
2 Beta Drive
Pittsburgh, PA 15238

Contact: Phone: +1-818-565-4220 eFax: +1-818-450-0914

Email: CreditDept@bexel.com



#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/17/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

	this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).									
PRODUCER				CONTACT Donna Sebesta						
Simpson & McCrady LLC				PHONE (412) 261-2222 FAX (A/C, No): (412) 261-3437						
310-330 Grant Street					E-MAIL donna@simpson-mccrady.com					
Suit	e 1320				INSURER(S) AFFORDING COVERAGE				NAIC #	
Pitts	sburgh			PA 15219-2233	INSURER A: Vigilant Insurance Company					20397
INSU	RED				INSURER B: Great Northern Insurance Co.				20303	
	ABC Company				INSURER C: The Cincinnati					
			INSURER D: Federal Insurance Company				20281			
	2 Beta Drive			INSUR		INSURER E :				
	Pittsburgh			PA 15238	INSURE					
COVERAGES CERTIFICATE NUMBER: Insurance Requirements REVISION NUMBER:										
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.										
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	rs	
	COMMERCIAL GENERAL LIABILITY								1,000	0,000
	CLAIMS-MADE X OCCUR			1				DAMAGE TO RENTED PREMISES (Ea occurrence) \$	1,000	0,000
				1				MED EXP (Any one person) \$	\$ 10,000	
Α				35847015		06/30/2020	06/30/2021	PERSONAL & ADV INJURY \$	RSONAL & ADV INJURY \$ 1,00	
	GEN'L AGGREGATE LIMIT APPLIES PER:			1				GENERAL AGGREGATE \$		
	POLICY PRO- LOC								\$ 2,000,000	
	OTHER:			$ \longrightarrow                                   $	-A			\$ COMBINED SINGLE LIMIT &		2 000
	AUTOMOBILE LIABILITY  ANY AUTO			ХДІ		V20/2021	ent)	\$ 1,000,000 \$		
В	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY \$5000 Comp \$5000 Coll			749, 92, 3	V		0 30/2020	BODILY INJURY (Per person) \$  BODILY INJURY (Per accident) \$		
			145 2 5		0 30/2020	0 0/2020	21	PROPERTY DAMAGE &		
								(Per accident) \$		
	WMBRELLA LIAB EXCESS LIAB  UMBRELLA LIAB CLAIMS-MADE				06/30/2020			F 00	0,000	
С				EUP0445587		06/30/2020	06/30/2021	AGGREGATE \$	F 00	0,000
	DED RETENTION \$ 10,000			1			\$			
	WORKERS COMPENSATION			74740004	00/20/2000		00/20/2004	PER STATUTE ER		
_	AND EMPLOYERS' LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A				00/00/0000		E.L. EACH ACCIDENT \$	1,000	0,000
D	OFFICER/MEMBER EXCLUDED? (Mandatory in NH)  If yes, describe under DESCRIPTION OF OPERATIONS below			71710601		06/30/2020	06/30/2021	E.L. DISEASE - EA EMPLOYEE \$		0,000
								E.L. DISEASE - POLICY LIMIT \$	1,000	0,000
	Leased & Rented Equipment							\$1,000,000 Aggregate	\$100	,000 Ded
Α				35847015		06/30/2020	06/30/2021	\$3000,000 Per Item		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	•			=	tached if more sp	ace is required)			
NE	P Bexel, Inc. is named as loss payee & addi	tional ii	nsure	d on leased & rented equipme	ent.					
CFI	CERTIFICATE HOLDER CANCELLATION									
NEP Bexel, Inc.					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.					
7850 Ruffner										
AUTHORIZED REPRESENTATIVE						Q.				

Van Nuys

CA 91406