



Dear Client,

We are pleased to help you set up an account with us. Below you'll find all the forms and instructions to setup an account with Hawaii Camera.

Our forms packet includes:

1. New Client Information Form
2. Insurance and Deposit Requirements
3. Suggested Insurance Contacts
4. Credit Card Authorization Form & Image Request
5. Rental Agreement Terms and Conditions

**Please note that it usually takes one business day to setup your account. For this reason we ask you to submit all paperwork in advance of your rental. This will save you time when picking up your order.**

Hawaii Camera accepts major credit cards and debit cards for payments. Large companies may be approved to prepay by check, wire transfers or ACH payments.

To get started, please complete and sign all appropriate contracts and forms. Then, send them along with a front and back copy of your credit card and driver's license and valid Certificate of Insurance using our secure encrypted online file upload service.

Thank you for choosing to work with Hawaii Camera.

With Aloha,

Joshua P. Strickland, Founder & CEO  
Hawaii Camera

Hawaii Camera  
3457 Waialae Ave Unit 203  
Honolulu, Hawaii 96816

Phone: (808) 735-3838  
Email: [support@hawaiicamera.com](mailto:support@hawaiicamera.com)  
Www: hawaiicamera.com  
Fax: (808) 356-0936  
Hours: Monday through Sunday 8:30 am to 5:30 pm





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## Insurance and Deposit Requirements

Rental clients are liable for any loss or damage to equipment other than normal wear and tear. For equipment rented valued at less than \$10,000 there is generally no deposit or insurance required. We require you to have on file and pay rental charges with a credit or debit card. Gift or prepaid cards are not accepted for rental charges.

We may allow you to rent equipment valued at greater than \$10,000 at our sole discretion.

For equipment valued at more than \$10,000 you must supply a Certificate of Insurance **preferably at least 48 business hour prior to your rental date**, or provide a Deposit as outlined below.

An original certificate of insurance, faxed or emailed copy must be received no later than 2 PM EST the day of the rental for verification. Hawaii Camera will verify all certificates of insurance independently and directly with the insurance company. We will not release equipment prior to verifying insurance meets all requirements.

**It is necessary that your Certificate of Insurance listing the “Insured” company or individual correspond with the same company or individual on the Hawaii Camera Rental Agreement.**

### **For Rentals that require Insurance, Clients must provide:**

1. A certificate of insurance naming Hawaii Camera as the Certificate Holder, with Hawaii Camera listed as a Loss Payee for Third Party Rented (or similar) equipment coverage equal to or greater than the replacement value of Rented equipment listed on the Estimate or Invoice.
2. The policy must not expire less than 7 days after your complete rental package return date.
3. The policy must not contain exclusions for Unattended or Unlocked Vehicles.

### **Deposits:**

When renting more than \$10,000 in equipment, in lieu of Insurance, we may require a deposit equaling the replacement value charged to a credit card, in the form of a cashier’s check or in cash.

Your deposit will be released once all rented equipment has been returned, checked in, cleared for any loss and damage, and you have no balance due. Please be aware that there will be a minimum of 48 hours upon return of equipment to Hawaii Camera before this hold will be released while equipment is checked in. We encourage every rental client to carefully inspect and prep the equipment prior to rental and return.



HAWAII CAMERA

## Suggested Insurance Broker

If you have not already secured your own Production insurance, we recommend the following licensed insurance Brokers who understand the unique requirements of Production insurance.

Athos Insurance - <https://www.insurentertainment.com/>

Athos Insurance offers Production and Equipment insurance online. Ideal when you need for short term or annual policy coverage. To obtain insurance, complete the online questionnaire. Pay the premium. Receive the Certificate of insurance via email.



HAWAII CAMERA

### Credit / Debit Card Authorization Form

This document authorizes Hawaii Camera to use the following payment card information. All information will remain confidential. We will store this securely encrypted payment card information on file unless you notify us otherwise.

Once complete, please scan and send using our secure encrypted online file upload service along with a copy of both sides of the cardholder driver's license and payment card.

Cardholder's Name (as appearing on the card) : \_\_\_\_\_

Company Name (if applicable as appearing on card): \_\_\_\_\_

Payment Billing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Zip/Post Code \_\_\_\_\_

Payment Card Type  Visa  MasterCard  Discover  Amex  Diners  JCB

Payment Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Security Code (Most cards 3 digit code on back, Amex 4 digit code on front): \_\_\_\_\_

I hereby authorize Hawaii Camera to use this payment card for my initial payment, any additional equipment, services or repairs added to my order, any late fees or additional days, any subsequent orders, any loss or damage fees incurred from the order and the security deposit. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement and abide by all terms of the Agreement. I understand that the signature on this contract will serve as my authorization signature on my payment card receipt.

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature Here)

\_\_\_\_\_  
(Print Name Here)



HAWAII CAMERA

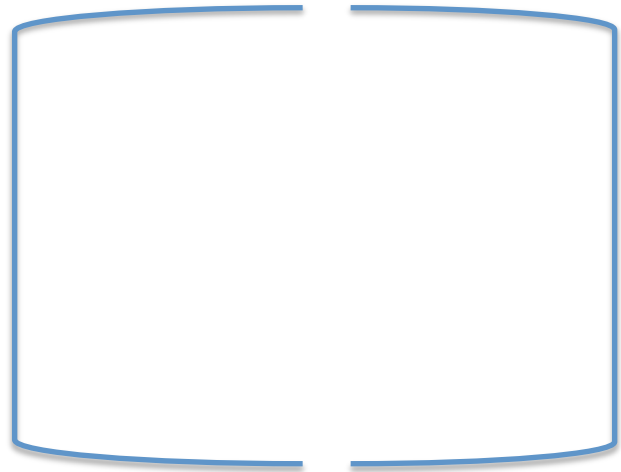
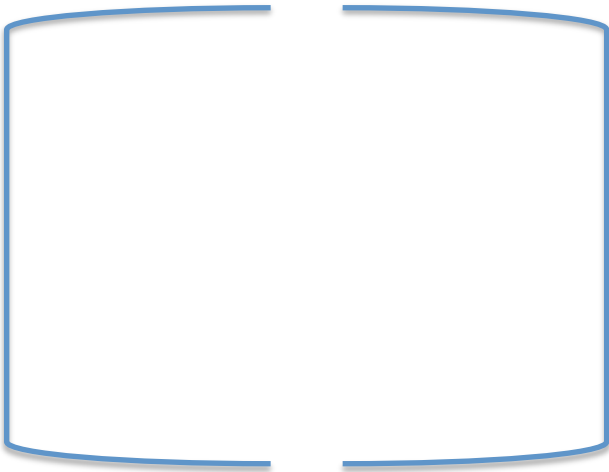
## Credit / Debit Card Authorization Images

This document authorizes Hawaii Camera to utilize the following payment card information. All information will remain confidential. We will store this securely encrypted payment card information on file unless you notify us otherwise.

Once complete, please scan and send using our secure encrypted online file upload service along with a copy of both the cardholder driver's license and both sides of the payment card.

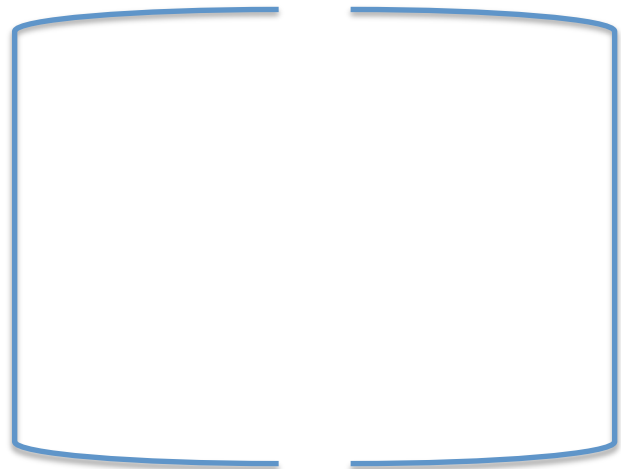
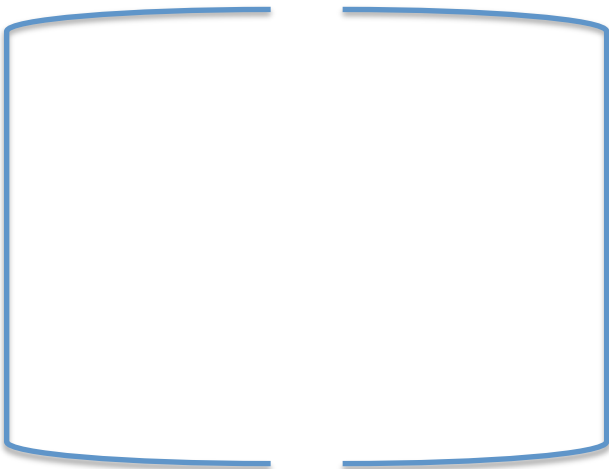
FRONT OF CREDIT CARD:

BACK OF CREDIT CARD:



FRONT OF PHOTO ID:

BACK OF PHOTO ID:





HAWAII CAMERA

## Lease / Rental Agreement

THIS AGREEMENT TO LEASE EQUIPMENT ("Lease") is by and between Hawaii Camera, ("LESSOR") and You ("LESSEE")

Lease, Payment, and Term. Hawaii Camera shall lease the equipment ("Equipment") to Customer per invoices generated for Customer's account. Payment is due in full, in advance. The Lease Term starts when Customer receives equipment; it expires on the Return Date listed on each invoice.

Cancellation Policy. Customer may receive a refund or not be charged when canceling at least 48 hours prior to the Reservation Date or before it has shipped, otherwise, Customer will be charged a fee equaling the minimum rental period, which is 1-day for pickup orders and 3-days for shipped rentals. Certain custom orders cannot be cancelled for a refund and will be noted on the invoice.

Order Acceptance. Hawaii Camera reserves the right to accept/decline orders any time before delivery of Equipment to Customer, even where Customer's credit card has been charged. Order confirmation and credit card charges do not guarantee Hawaii Camera's offer to sell or rent equipment.

No Warranties on Equipment or Web Content. Hawaii Camera Equipment and information on Hawaii Camera and Hawaii Camera-affiliate websites ("Web Content") are provided "AS IS." Hawaii Camera MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND ABOUT EQUIPMENT FUNCTIONALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ACCURACY OF WEB CONTENT. PRICE AND AVAILABILITY INFORMATION IS SUBJECT TO CHANGE WITHOUT NOTICE.

Customer's Use of the Equipment. Customer shall use the Equipment in a careful, proper, and ordinary manner, and shall comply with all local, state, and federal laws and regulations.

No Tampering. Customer shall not in any way alter or repair the Equipment. Customer will notify Hawaii Camera of any problem with the Equipment so that Hawaii Camera may inspect and make repairs to keep the Equipment in good mechanical working order.

Return of Equipment. Customer shall return the Equipment to Hawaii Camera on the Return Date in good repair, condition, and working order, delivered at Customer's cost and expense via Hawaii Camera's chosen shipping method. Customer is responsible for proper packaging and for any damages to the equipment in the course of shipping. HAWAII CAMERA WILL NOT BE RESPONSIBLE FOR DAMAGE OR LOSS TO NON-HAWAII CAMERA EQUIPMENT ACCIDENTALLY RETURNED TO HAWAII CAMERA.

Right to Inspect. Customer's return receipt does not indicate the satisfactory condition of returned equipment. Hawaii Camera reserves the right to accept returned equipment and to subsequently inspect the Equipment's condition within a reasonable amount of time. Hawaii Camera's determination as to the condition of the Equipment and assessment of charges shall be binding on Customer.

Fees for Late Returns and Lost or Damaged Equipment. A Late Return Fee of double (2x) the daily rental price for the Equipment shall be charged per day for unreturned Equipment after the Return Date. Customer shall be charged the full value or replacement cost of unreturned Equipment fourteen (14) days after the Return Date, in addition to daily Late Return Fees that shall continue to accrue until Hawaii Camera actually receives full payment to replace the equipment. Interest on overdue accounts shall accrue at the lesser of 2% per month or the maximum amount allowed by law.

CUSTOMER ASSUMES ALL RISK OF DAMAGE OR LOSS OF EQUIPMENT FOR ANY AND EVERY CAUSE WHATSOEVER OTHER THAN "ORDINARY WEAR AND TEAR" WHILE THE EQUIPMENT IS IN CUSTOMER'S CARE. Ordinary Wear and Tear, repair method, and cost of repair shall be determined by Hawaii Camera or its designee within reasonable, common and ordinary industry knowledge, and Customer agrees that the report of Hawaii Camera or its designee shall be conclusive proof of the cause and cost of the damage to the Equipment. Customer will also allow

Lessor to charge Customer's account for loss of use fees. Loss of use fees are the equivalent to an extension rate for the duration the equipment cannot be rented.



## HAWAII CAMERA

CUSTOMER WILL BE CHARGED THE FULL COST OF REPAIR OR REPLACEMENT, AND RECOVERY SHALL OCCUR BY ANY LEGAL METHOD INCLUDING, BUT NOT LIMITED TO, CHARGING CUSTOMER'S CREDIT CARD, CLAIMS ON CUSTOMER'S INSURANCE POLICIES, DEPOSITING CHECKS ON FILE, OR LIQUIDATING COLLATERAL.

Refunds. Customer may receive a refund when canceling more than 48 hours prior to the Reservation Date, otherwise, Customer is charged a fee equaling a one-day rental rate for the Equipment. If Customer pays to replace lost Equipment and later returns the Equipment undamaged within fourteen (14) days of the Return Date, Hawaii Camera will refund the amount paid, less a late fee of double (2x) the rental price for the Equipment per day. After fourteen (14) days, sale of Equipment is final.

No Encumbrances. Customer shall have no right, title or interest in the Equipment except to use the Equipment for its ordinary purpose for the Lease Term. Customer shall keep Equipment free and clear of all levies, liens and encumbrances. Customer, or Hawaii Camera at Customer's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by any local, state or federal government or agency, upon the Equipment or the purchase, use, operation or leasing of the Equipment, whether or not the same shall be assessed against or in the name of Hawaii Camera or Customer. Customer shall reimburse Hawaii Camera for any damages or expenses resulting from such failure to pay or discharge.

Default and Remedies. Customer shall be liable for full performance of Customer's obligations and shall adhere to all provisions in this Lease. If Customer breaches any provision of this Lease, Hawaii Camera shall have the right to exercise any of the following cumulative remedies concurrently or separately:

- A. To declare charges immediately due and payable without notice or demand to Customer.
- B. To sue for and recover all rents, and other payments, then accrued or thereafter accruing.
- C. To terminate this Lease.
- D. To pursue any other remedy at law or in equity.

Limitation of Liability. HAWAII CAMERA SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES FOR DAMAGES OF ANY KIND ARISING FROM THE USE OR PERFORMANCE OF EQUIPMENT, INJURY OR DAMAGES SUSTAINED ON HAWAII CAMERA STORE PREMISES, OR RELIANCE ON WEB CONTENT.

Customer's Assumption of Risk, Agreement to Hold Harmless, and Indemnification. Customer assumes all risks associated with entering into this agreement, rental, purchase, or use of the Equipment, and agrees to hold harmless and its agents, officers, or employees (collectively "Hawaii Camera Group") in any cause of action relating to the rental or sale of the Equipment. Customer further agrees to indemnify and hold harmless Hawaii Camera Group against all loss, injury, damage, expense and penalty to persons or property in any action, claim, or matter in question arising from, related to, or connected with the operation, handling, or transportation of the leased Equipment.

Customer's Waiver of Right to File Lawsuit, Agreement to Arbitrate, and Choice of Law. CUSTOMER AGREES TO WAIVE ANY AND ALL RIGHTS TO PURSUE A CONTROVERSY, CLAIM, OR MATTER IN QUESTION AGAINST HAWAII CAMERA IN A COURT OF LAW. CUSTOMER AGREES TO ARBITRATE ANY CONTROVERSY, CLAIM, DISPUTE, OR MATTER IN QUESTION, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, PURSUANT TO THE RULES PROMULGATED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") AND IN EFFECT ON THE DATE OF THIS AGREEMENT.

Arbitration, judgment upon the award rendered by the arbitrator, and any other proceedings shall be held in Honolulu, Hawaii before a single arbitrator selected in accordance with AAA rules and procedures. This Lease shall be construed and enforced according to laws of the State of Hawaii.

Credit. Providing your project will contain credits or will have the ability to post credits online, you agree to grant Hawaii Camera an industry standard equipment credit which will read: "Camera Equipment Provided by Hawaii Camera"

No Assignments or Transfers. Neither this Lease nor any interest herein shall be assignable by you or transferable by operation of law, including bankruptcy proceedings, except with the consent and election of Hawaii Camera.





**HAWAII CAMERA**

**Additional Documents.** Customer shall execute and deliver on Hawaii Camera's demand, such documents as Hawaii Camera requests for purposes of recording or filing to protect the interest of Hawaii Camera in the Equipment including, but not limited to a UCC financing statement.

**Headings.** Headings used in this Lease are provided for convenience only and shall not be used to construe meaning or intent. **Severability.** If any portion of this section is held to be unenforceable, then all portions of this Lease will be enforced, and Hawaii Camera liability will be limited to the fullest possible extent permitted by applicable law.

**Facsimile/Scanner Signature.** This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted electronically.

**Entire Agreement.** THIS LEASE CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES and it shall not be amended, altered or changed except by a subsequent writing signed by both parties. These Terms and Conditions shall supersede any other terms and/or conditions arranged or communicated. Hawaii Camera reserves the right to make changes to these Terms and Conditions at any time.

### Acknowledged And Agreed By Authorized Representative

\_\_\_\_\_  
(LESSEE) PLEASE PRINT YOUR NAME

\_\_\_\_\_  
(LESSEE) SIGNATURE

\_\_\_\_\_  
DATE

ON BEHALF OF (COMPANY NAME): \_\_\_\_\_