



sirius video  
 26015 oakridge dr  
 the woodlands, tx 77380  
 281.367.8388  
 your broadcast production source since 1989

**CUSTOMER FINANCIAL RESPONSIBILITY ACKNOWLEDGEMENT**

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**Name of Customer** **Telephone Number**

I/We, the Customer(s), assume complete financial responsibility in addition to the safety, care and protection of equipment rented from Sirius Video Productions, Inc. I/We also agree to provide adequate Damage / Loss Protection for rental equipment belonging to Sirius Video Productions, Inc. My/Our present choice of Damage / Loss Protection coverage is:

I/We will provide Sirius Video Productions, Inc. with a current certificate of insurance of general liability and non owned / hired Auto Liability and Physical damage (comp. / collision) and provide written proof of all-risk physical damage equipment floater policy insurance coverage naming Sirius Video Productions, Inc. as additional insured and loss payee. This insurance is Primary. Policy limits are per project. A copy of our policy or a valid certificate of insurance indicating the effective and expiration date and limits of coverage will be forwarded to the offices of Sirius Video Productions, Inc., located at 26015 Oakridge Dr., The Woodlands, TX 77380, PRIOR TO OUR INITIAL RENTAL. Upon expiration, a copy of our new policy or valid certificate of insurance will be forwarded to Sirius Video Productions, Inc. for their records.

I/We elect to pay Sirius Video Productions, Inc. a DAMAGE/LOSS SECURITY FEE. Customer agrees to pay a Damage/Loss Security Fee of 15% of the daily Rental Agreement Charge, multiplied by the total number of days the contract is in effect, including any in-transit periods, no charge rentals and return days in lieu of providing evidence of all-risk insurance for non-owned equipment.

**Damage/Loss Security Fee**

In lieu of providing evidence of all-risk insurance for non-owned equipment, Customer may elect to pay a DAMAGE/LOSS SECURITY FEE. This coverage is NOT AVAILABLE FOR LIABILITY (COMMERCIAL, GENERAL nor NON-OWNED/HIRED AUTOMOBILE nor THIRD PARTY PROPERTY DAMAGE) and is exclusively for said rented miscellaneous equipment for this contract. Customer's subscription to the Company's Damage/Loss Security Fee covers loss or damage to Miscellaneous Rented Equipment. Customer understands that this coverage does not cover Commercial General nor Automobile Liability. Customer understands that the Damage/Loss Security Fee provides for "All-Risk Replacement Cost" indemnification against all claims by Company against Customer for loss or damage to said equipment, as limited herein and subject to exclusions noted below (1 through 11). Customer agrees to pay a Damage/Loss Security Fee of 15% of the daily Rental Agreement Charge, multiplied by the total number of days the contract is in effect, including any in-transit periods, no charge rentals and return days. Customer understands that the Damage/Loss Security Fee does provide that CUSTOMER ASSUMES FINANCIAL RESPONSIBILITY FOR THE FIRST \$2500.00 on equipment, in the event of loss or damage to said equipment rented from Company.

**Customer understands and acknowledges that the Damage/Loss Security Fee EXCLUDES the following conditions for which the Customer shall remain fully financially responsible:**

1. All damages and/or loss due to unauthorized internal adjustments or repairs to equipment.
2. All damages and/or loss due to cracking or shattering of lenses.
3. All damages and/or loss due to water or rain.
4. All damages and/or loss due to willful or neglectful misuse or willful or neglectful loss.
5. All damages and/or loss while equipment is in the possession of a common carrier.
6. All damages and/or loss due to theft from any closed vehicle (such as a truck or van) is not covered unless vehicle is locked and there are signs of forcible entry.
7. All damages and/or loss by theft that is unreported by Customer to the police. Theft must be reported to the local police within 48 hours.
8. All damages and/or loss due to unexplained loss, damage, or disappearance.
9. All damages and/or loss due to warlike action or any governmental action, such as confiscation or seizure.
10. All damages and/or loss due to fraudulent or dishonest act.
11. All damages and/or loss occurring outside the continental United States.

**Signature on the Rental Contract indicates selection to the above damage/loss security fee, unless an all-risk certificate of insurance is submitted prior to pick-up of equipment.**

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**Authorized Signature** **Title** **Date**



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## **SIRIUS VIDEO EQUIPMENT RENTAL / CREW CONTRACT TERMS AND CONDITIONS**

### **Rental Policy**

All first time rentals will be COD. Established clients with approved credit: Net 30 days.

Before rental, client must show evidence of insurance coverage by providing a Certificate of Insurance listing Sirius Video as "loss payee" for the full replacement value of the equipment. Insurance must also cover transportation to and from location.

A rental day consists of a 3:00 pm pick up the day prior to and a 10:00 am return the day after the rental.

A rental week, 7 consecutive days, billed as 4 rental days.

A rental month, 4 consecutive weeks, billed as 12 rental days.

An additional shipping charge will apply to any rentals requiring shipping or delivery.

We are obligated to charge a fee for short notice cancellations to compensate for lost bookings and lost wages.

**Cancellation charges can be avoided by notifying Sirius Video of cancellation, at least 24 hours prior to rental.**

**100% of the rate quoted if cancellation occurs less than 24 hours prior to rental.**

**50% of the rate quoted if cancellation occurs between 24 and 48 hours prior to rental.**

### **Length of Work Day**

**10 hours portal to portal.** The work day begins when the crew leaves the offices of Sirius Video Productions, Inc. and ends when the crew returns to said offices. Included in the ten hour work day are two 15 minute rest periods. One meal break of at least 30 minutes is to be provided before the end of the sixth hour. In the event that the meal break is not provided in a timely fashion, one hour of crew overtime will be added, regardless of the length of the shoot day.

### **Half Days**

**5 hours portal to portal.** The work day begins when the crew leaves the offices of Sirius Video Productions, Inc. and ends when the crew returns to said offices. Included in the five hour work day is one 15 minute rest period. Shoots that run one hour or less over the five hours will be billed for an additional hour at 1.5 times the hourly day rate for crew and equipment. Shoots that are over six hours are billed at the full day rate.

### **Overtime**

Overtime is billed at 1.5 times the regular hourly rate. Except for one hour of overtime half-day shoots, overtime is billed for crew based only on their individual rates for a 10 hour day.

### **Meals**

When meal breaks are under one hour in length, or if the crew is expected to remain on location for their meal, it is customary for the client to plan for and pay for crew meals of reasonable quality. When longer meal breaks are given and the crew has a choice of reasonable places to eat, the client is not responsible for providing or paying for crew meals.

### **Production Vehicle**

One production vehicle and 25 miles are included in regular rates for locations in the Houston area. Additional mileage, additional vehicles, and vehicles for out of town shoots are not included in regular rates and will be billed separately. We are happy to provide transportation for producers and clients in the production vehicle. If providing transportation requires us to obtain additional transportation, additional charges will apply. Time spent providing transportation will be billed as part of the work day.

### **Mileage**

Mileage in excess of 25 miles will be billed at the prevailing IRS rate of 40.5 cents per mile for the production vehicle. All other vehicles will bill total mileage.

### **Crew Substitution**

Sirius Video Productions, Inc. reserves the right to arrange a qualified substitute for any crew member unable to report to the shoot for any reason. Every attempt will be made to notify the client of any crew substitutions in advance of the shoot.



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**General Travel Policy**

Client will be responsible for airfare, individual room accommodations, rental car, baggage expense, tips, and airport and other parking expenses unless otherwise agreed.

Client will provide per diem of 45.00 per day per person including travel days, except in cities that the IRS deems "high cost" cities, (i.e. New York, Chicago, San Francisco) where per diem or other expense arrangements will be agreed to in advance.

Crew will be responsible for meals and other incidental expenses including telephone and laundry if per diem is paid, otherwise client is responsible for these expenses as well.

**Travel Only**

Travel only days are billed at 1/2 the full day rate for crew and equipment.

Hours are calculated beginning one hour prior to scheduled departure time and ending upon arrival at hotel.

When travel time exceeds five hours, the full day rate applies to crew only.

Hours in excess of ten hours will be subject to over time.

**Travel /Work**

Travel/Work days are billed at the standard day rate for crew and equipment.

Hours are calculated beginning one hour prior to scheduled departure time and ending upon arrival at hotel at the end of the work day.

Hours in excess of ten hours will be subject to over time.

**Work/Travel**

Work /Travel days are billed at the standard day rate for crew and equipment.

Hours are calculated from the beginning of the work day with initial departure from hotel and ending one hour after airport arrival time.

Hours in excess of ten hours will be subject to over time.

I have read and understand the above terms and conditions.

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**Authorized Signature**

**Title**

**Date**



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**SIRIUS VIDEO CREDIT APPLICATION**

The following confidential information is furnished to SIRIUS VIDEO PRODUCTIONS, INC. with the intention that it is to be used by them in establishing a credit account. If credit is extended, I, WE, or the UNDERSIGNED below agrees to pay for services supplied by SIRIUS VIDEO PRODUCTIONS, INC. at their offices in The Woodlands, Texas on or before the dates established as their terms of credit.

COMPANY NAME  
 TRADE NAME  
 ADDRESS  
 TELEPHONE

PARTNERSHIP [ ] C - CORPORATION [ ] S - CORPORATION [ ] YRS.IN BUSINESS [ ]

SOCIAL SECURITY # \_\_\_\_\_ or EIN # \_\_\_\_\_

**PRINCIPAL / OFFICERS**

1. \_\_\_\_\_  
 Name Street Address City / St. Telephone

2. \_\_\_\_\_  
 Name Street Address City / St. Telephone

**CREDIT REFERENCES**

1. \_\_\_\_\_  
 Name Street Address City / St. Telephone

2. \_\_\_\_\_  
 Name Street Address City / St. Telephone

3. \_\_\_\_\_  
 Name Street Address City / St. Telephone

**BANK REFERENCES**

1. \_\_\_\_\_  
 Name Address Contact name and Phone

2. \_\_\_\_\_  
 Name Address Contact name and Phone

**I / WE, THE UNDERSIGNED DECLARE THE FORGOING INFORMATION IS TRUE AND CORRECT, AND HEREBY AUTHORIZE YOU TO CONDUCT A CREDIT CHECK AND VERIFY OUR REFERENCES.**

\_\_\_\_\_  
 Authorized Signature Date

**GUARANTY AGREEMENT**

For value received, hereby guarantees full payment of amounts owing under this agreement for services purchased from SIRIUS VIDEO PRODUCTIONS, INC. This guarantee shall continue and remain in full force and binding on all successors, heirs, and assigns.

\_\_\_\_\_  
 Authorized Signature Date



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## **TEXAS SALES TAX**

**All items are subject to state sales tax laws with the following exceptions:**

A sales tax exemption law, affecting film and video producers became effective October 1, 1993. This law allows certain rented leased and purchased items to be partially or entirely sales tax exempt.

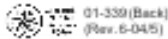
Resellers or re-renters are also eligible for sales tax exemptions.

The appropriate sales tax exemption certificates must be filed with Sirius Video Productions, Inc.

For details concerning the law, contact the Texas Film Commission: (512) 463-9200, or the State Comptroller's office: (800) 252-5555.



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## TEXAS SALES AND USE TAX EXEMPTION CERTIFICATION

Name of purchaser, firm or agency	
Address (Street & number, P.O. Box or Route number)	Phone (Area code and number)
City, State, ZIP code	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: \_\_\_\_\_

Street address: \_\_\_\_\_ City, State, ZIP code: \_\_\_\_\_

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:

I understand that I will be liable for payment of sales or use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise, and Use Tax Act; Municipal Sales and Use Tax Act; Sales and Use Taxes for Special Purpose Taxing Authorities; County Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts, and Emergency Services Districts in counties with a population of 125,000 or less.

*I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.*

 Purchaser	Title	Date
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NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.  
**THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.**  
 Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier. Do **not** send the completed certificate to the Comptroller of Public Accounts.