

**Rental Application and Terms of Agreement**

Please print CLEARLY, Completing All of the below fields

**PERSONAL DETAILS:**

First Name: \_\_\_\_\_ Surname: \_\_\_\_\_

ID Number: \_\_\_\_\_

Cell No.: \_\_\_\_\_ Tel No.: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Next of Kin: \_\_\_\_\_ Tel No.: \_\_\_\_\_

Where did you hear about Us?    Google  Facebook  Referral  Other \_\_\_\_\_

**COMPANY DETAILS:** Yes, I/we are duly authorised to sign on behalf of the below company and I/we accept full surety for payment and outstanding costs in my/our personal capacity.

Company Name: \_\_\_\_\_ Tel No.: \_\_\_\_\_

Registration No.: \_\_\_\_\_ Vat No.: \_\_\_\_\_

Accounts Person: \_\_\_\_\_ Email: \_\_\_\_\_

Owners Name/s: \_\_\_\_\_ Cell No.: \_\_\_\_\_

Physical Address: \_\_\_\_\_

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

**REFERENCES:** Provide two contacts from either an established business, an employer, a friend or family member who works for a large established corporate company, or an existing Movie Gear client, - who can confirm your credibility.

**Reference 1** (If employed, please use your employer as a reference) Company:

\_\_\_\_\_

Tel (Land line): \_\_\_\_\_ Person to Contact: \_\_\_\_\_

**Reference 2**

Company: \_\_\_\_\_

Tel (Land line): \_\_\_\_\_ Person to Contact: \_\_\_\_\_

Initial \_\_\_\_\_

**IMPORTANT:**

*Inaccurate or incomplete references will delay the processing of this application. Contact numbers to government and municipal departments are not recommended as these numbers are seldom answered. This application will NOT be processed if we cannot contact your references within 2 attempts.*

**Contract of Terms and Conditions of Business and Hire**

- Please complete this contract in full and return to Movie Gear Rentals a minimum of 24 hours prior to hire.
- Application forms that are illegible or incomplete will delay the application process.
- A copy of the hires SA ID document and Proof of Residence is required. (Copies may be made at Movie Gear.)
- Please supply Registered Company Documents if hiring through a registered company
- Bookings to be made strictly via email, telephonic orders will not be accepted.
- First time clients need to collect in person, gear will not be handed to a third party.
- Movie Gear is a COD based company. Payment and proof thereof is required prior to hire and collection of gear.
- Our prices include VAT and are charged at a daily rate.
- EFT payments are welcome, and Card payments can be made at our offices.

**Terms and Conditions**

I/We give Movie Gear Rentals permission to do an ITC and full background credit worthy evaluation check and it is also agreed that Movie Gear may use any means to verify the information contained in this document. In the event of any default by the Customer of any provision of this agreement, the Customer hereby consents and authorizes Movie Gear to furnish the name, credit record and repayment history of the Customer to any credit bureau as a delinquent debtor and shall be responsible for the cost and consequences thereof. Movie Gear Rentals has the right to refuse hire.

As the person/s duly authorised by the company or as a sole trader (Freelancer), I/We sign this contract and hereby interpose and bind myself/ourselves as surety/ies and co-principal debtor/s, jointly and severally with the Debtor, in favour of Movie Gear Rentals cc, for the due, faithful and punctual performance of all obligations owed by the Debtor to Movie Gear Rentals cc. I/we agree that Movie Gear Rentals cc may proceed directly against me/us and does not have to proceed against the Debtor first and that the debt does not have to be divided between the Debtor and the surety/ies. I/we agree to pay Movie Gear Rentals cc 2% interest, compounded, on all outstanding invoices issued and levied against the Debtor by Movie Gear Rentals

The booking of equipment is required in the form of an email stipulating the hirers details, equipment required for hire as well as the dates of the shoot. Equipment is available for collection the afternoon prior to the day of hire. Equipment is due back before 11h00 am on the day of return. Late returns shall be charged for as an extra day's rental if not pre-arranged. Bookings cancelled within 24hrs of collection shall not be liable for refund. Refunds due to cancellation of equipment prior to 24hrs or payment errors shall be subject to a 10% administration charge.

It is the responsibility of the Hirer to ensure that the required equipment, accessories and extras, as requested via an email booking are supplied and packed when signing for the ordered gear on collection. Movie Gear will not be responsible for omitted or incorrectly packed gear. Telephonic orders need to be confirmed via an email booking. The hirer may also on request test any or all items of gear being collected.

By providing your information you agree to the Movie Gear Rentals privacy policy. This policy applies to all visitors to our website and customers who have subscribed to the services we offer. We respect your privacy and take the protection of personal information very seriously. The purpose of this policy is to describe the way we collect, store, use and protect information that can be associated with a specific natural or juristic person and can be used to identify that person. The policy can be viewed here [https://camalot.co.za/Movie Gear-rentals-privacy-policy/](https://camalot.co.za/Movie-Gear-rentals-privacy-policy/)

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### Insurance

On accepting this agreement to do business with Movie Gear Rentals the hirer takes full responsibility for lost, stolen or damaged equipment and understands and accepts full liability for the insurance excess rates being a minimum of R9 500.00. If the lost, stolen or damaged equipment is less in value than the excess for the claim or uninsured, the hirer will be liable for the full replacement or repair costs. Equipment under the value of R10 000.00 is not insured. All Memory cards (SxS, P2, CF, SDHC, Micro SD etc.) are NOT insured. Movie Gear Rentals retains the right and final decision whether damaged equipment shall be repaired or replaced. Lost or damaged uninsured items shall be invoiced for and replaced or repaired by Movie Gear Rentals. If the lost equipment is no longer available, it will be charged for at the going rate of similar equipment determined by Movie Gear Rentals.

The insurance terms and conditions stipulate that equipment is not covered if stolen out of an unattended motor vehicle or if the unattended vehicle is stolen with the gear in it. Under water and aerial photography as well as abnormally high-risk areas and situations, such as protests, riots and war, are also not covered. Travel to certain countries may also constitute to insurance exclusions, it is therefore compulsory to inform Movie Gear Rentals on all travel abroad and of abnormal shoots.

The Hirer is also liable for all cost due to loss, theft or damage to equipment, as from when each item of the hired gear is signed out and handed to the carrier/driver who shall be deemed as part of the Hirer. This responsibility will remain with the Hirer until all signed for items are returned to Movie Gear Rentals and are accepted as whole and in good working order. Movie Gear shall have up to five (5) working days to determine whether the returned equipment is complete and in satisfactory condition.

On bigger productions it is recommended that the production company involved, takes out additional production insurance to cover any shortfalls or unforeseen equipment related incidences.

### Indemnity

Movie Gear Rentals endeavours to hire out well maintained and packaged equipment. However due to the nature of electronic and mechanical equipment as well as human error, I/We accordingly absolve and hold free of any legal liability and therefore indemnify Movie Gear Rentals cc, its Owners, Members and Staff against death, injury or disability or any claim, financial or otherwise incurred due to equipment or recording media failure, omission of equipment or any other unforeseen error whether or not due to the negligence of Movie Gear Rentals, it's owners, staff and those involved.

### Required Documents

The following documents are to be submitted with this signed agreement.

- A clear copy of your South African ID Document or Passport
- Proof of Residence, not more than three months' old
- Company Registration documents if applicable

### Declaration

I/We declare that the above information is true and correct and I/We agree and accept all the above terms and conditions as well as the latest Terms and Conditions as published on our website, to do business with Movie Gear Rentals cc.

Signed at: (place) \_\_\_\_\_ (date) \_\_\_\_\_ (month) \_\_\_\_\_ (year) \_\_\_\_\_

I/We are duly authorised to sign on behalf of: \_\_\_\_\_

Full Name/s: \_\_\_\_\_ Signatures/s: \_\_\_\_\_

Please submit all completed documents to [info@moviegear.co.za](mailto:info@moviegear.co.za)

Initial \_\_\_\_\_