

PORTLAND LOCATION
2828 SE 14th Ave, Portland, OR 97202
(503) 274-6533 • (800) 377-1132
portland@koernercamera.com



SEATTLE LOCATION
101 Nickerson Suite B-500, Seattle, WA 98109
(206) 285-7334 • (855) 285-7334
seattle@koernercamera.com

ACCOUNT APPLICATION FORM

CONTACT INFORMATION

Company Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Cell #: _____

Key Contact: _____ Title: _____ % of Ownership: _____

Email: _____ How long at street address: _____

Entity (select one): C-Corp ___ S-Corp ___ Partnership ___ Sole Proprietorship ___

Federal Tax ID: _____ State of Incorporation: _____ Bankruptcy? Yes ___ No ___

FedEx #: _____ UPS #: _____

ONLINE PRESENCE

Company Website: _____

Social Media

Facebook: _____

Instagram: _____

You Tube: _____

Other: _____

TRADE REFERENCES (Other Rental Houses, Industry Related)

Company Name: _____

Contact: _____

Phone #: _____

Email: _____

Company Name: _____

Contact: _____

Phone #: _____

Email: _____

Company Name: _____

Contact: _____

Phone #: _____

Email: _____

KCS OFFICE USE ONLY

Called on ___ / ___ / ___

Notes:

Called on ___ / ___ / ___

Notes:

Called on ___ / ___ / ___

Notes:



CAMERA SYSTEMS

PDX: 2828 SE 14th Ave • Portland, OR • 97202 • Tel: (503) 274-6533 / (800) 377-1132 • michael@koernercamera.com

SEA: 101 Nickerson St Ste B-500 • Seattle, WA • 98109 • Tel: (206) 285-7334 / (855) 285-7334 • Fax: (206) 285-7335 • seattle@koernercamera.com

PERSONAL CONTINUING GUARANTY

PLEASE REVIEW THIS DOCUMENT CAREFULLY. BY SIGNING THIS DOCUMENT YOU AGREE TO BE PERSONALLY LIABLE FOR ALL LIABILITIES ARISING OUT OF RENTAL CONTRACTS ENTERED INTO WITH KOERNER CAMERA SYSTEMS, INC.

- 1. For valuable consideration, including the execution of one or more Rental Contracts between KOERNER CAMERA SYSTEMS, INC. as Lessor and

_____ as Lessee.
(Company Name)

the undersigned, jointly and severally, promises and guaranties to pay or perform any and all obligation of Lessee under each and every Rental Contract entered into prior to revocation of this Guaranty.

- 2. The undersigned has read and understands the Terms and Conditions of KOERNER CAMERA SYSTEMS, INC.'s Rental Contract.
3. The undersigned waives any right to demand, protest or notice and further waives the right to require Lessor to proceed against any other person or to pursue any other remedy prior to seeking relief against the undersigned.
4. The undersigned agrees to pay reasonable attorney's fees and all other costs and expenses incurred by the Lessor in the enforcement of any Rental Contracts between Lessor and Lessee or the Guaranty or both.
5. The undersigned understands and intends that this Guaranty shall continue until receipt by the Lessor of written notice from the undersigned that this Guaranty is revoked. Any such revocation shall not affect the liability of the undersigned with respect to Rental Contracts entered into prior to receipt of notice of revocation; its effect is limited to Rental Contracts entered into subsequent to Lessor's receipt of notice of revocation.
6. The undersigned acknowledges that their liability pursuant to the Guaranty extends not only to the due and punctual payment of rents but to all terms and conditions of the Rental Contract including but not limited to the replacement or repair of equipment either not returned or returned damaged shall continue at the rate provided in the Rental Contract until the equipment has been replaced or repaired and returned to the Lessor's rental inventory (irrespective of delays in replacement or repair attributable to causes beyond the control of the Lessor).

Individual's Name _____

Home Address _____

City _____ State _____ Zip _____

Home Phone _____ Driver's License # _____

Signature _____ Date _____



CAMERA SYSTEMS

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MOTION PICTURE AND VIDEO PRODUCTION BUSINESS EXEMPTION CERTIFICATE



- 1. Name of Vendor: KOERNER CAMERA SYSTEMS
2. Name of Renter/Buyer
3. Address of Renter/Buyer City, State Zip
4. Production Equipment Rented: MOTION PICTURE EQUIPMENT
5. Production Services Purchased:

This certificate exempts both state and local sales tax from production rental equipment and purchase of production services. The tax exemption on vehicles used in production applies to state and local taxes and extends to exempting the additional sales tax on rental cars.

The renter/buyer certifies that it is a motion picture or video production business and that it is not engaged, to any extent, in the production of erotic material, as defined in RCW 9.68.050.

Print Name

Signature

For tax assistance, visit dor.wa.gov or call 1-800-647-7706. To inquire about the availability of this document in an alternate format for the visually impaired, please call (360) 705-6715. Teletype (TTY) users may call 1-800-451-7985. REV 27 0023 (9/23/08)

FOR RENTALS OUT OF THE WASHINGTON OFFICE ONLY

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		Date (MM/DD/YYYY)
Producer Fax INSURANCE COMPANY	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW	
Producer Fax PRODUCTION COMPANY	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: INSURANCE COMPANY	
	INSURER B: INSURANCE COMPANY	
	INSURER C:	
*The name of the insured must be the SAME as client & equipment user of record		
INSURER D:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOT WITHSTANDING 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDT'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TBD	MUST COVER ENTIRE RENTAL PERIOD	MUST COVER ENTIRE RENTAL PERIOD	EACH OCCURRENCE	1,000,000.00
						DAMAGE TO RENTED PREMISES (EA OCCURRENCE)	100,000.00
						MED EXP (ANY ONE PERSON)	EXCLUDED
						PERSONAL & ADV INJURY	1,000,000.00
						MED EXP (ANY ONE PERSON)	2,000,000.00
						PRODUCTS-COMP/OP AGG	2,000,000.00
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTO				COMBINED SINGLE LIMIT (EA OCCURRENCE)	
						BODILY INJURY (PER PERSON)	
						BODILY INJURY (PER ACCIDENT)	
						PROPERTY DAMAGE (PER ACCIDENT)	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY EA ACC AGG	
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	
						AGGREGATE	
		WORKERS COMPENSATION & EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER EXECUTIVE OFFICER/MEMBER EXCLUDED? IF YES DESCRIBED UNDER SPECIAL PROVISIONS BELOW				WC STATUTORY LIMITS	
						EL EACH ACCIDENT	
						EL DISEASE-EA EMPLOYEE	
						EL DISEASE-POLICY LIMIT	
A		OTHER RENTED EQUIPMENT Equipment Replacement Coverage, In-Land Marine, Property Damage, Misc Equipment	TBD	MUST COVER ENTIRE RENTAL PERIOD	MUST COVER ENTIRE RENTAL	VALUE OF RENTED EQUIPMENT	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS							
CERTIFICATE HOLDER IS INCLUDED AS "LOSS PAYEE" ON THE PROPERTY POLICY AND AS ADDITIONAL INSURED ON THE GENERAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED FOR THE MAINTENANCE, OPERATION OR USE OF EQUIPMENT OF THE NAMED INSURED							

CERTIFICATE HOLDER

KOERNER CAMERA SYSTEMS, INC.
 2828 SE 14TH AVE OR 101 NICKERSON SUITE B500
 PORTLAND, OR 97202 SEATTLE, WA 98109

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

AICP (Association of Independent Commercial Producers) & PERG (Production Equipment Rental Group) TERMS & CONDITIONS

1. Representations, Warranties and Agreements: Customer has selected the Equipment without relying upon any suggestion or recommendations of Koerner Camera Systems Inc. and Customer understands and agrees that Koerner Camera Systems Inc. assumes no responsibility for the Equipment as being fit for any particular purpose. Customer agrees that the Equipment was selected by it. Koerner Camera Systems Inc. represents and warrants as follows: (1) the Equipment is free from known defects and is in good working order to the best of their knowledge at the inception of the rental; (2) Koerner Camera Systems Inc. is responsible for routine repair and maintenance of the Equipment prior to rental; (3) (if applicable) all services provided by Koerner Camera Systems Inc. will be performed in a professional and competent manner; (4) Koerner Camera Systems Inc. has the right to enter into the rental of the Equipment and (5) Koerner Camera Systems Inc. has complied and will continue to comply with all applicable manufacturer's specifications relating to the Equipment. Customer agrees as follows: (a) except as set forth in Koerner Camera Systems Inc. representations and warranties above, the Equipment is rented to Customer without any warranty or guaranty of any kind, express or implied, and specifically, there is no warranty of merchantability or fitness for a particular purpose; (b) Koerner Camera Systems Inc. shall not be held responsible with respect to production downtime, loss of profits, extra expense, indirect damages, production delays; and (c) except as set forth in Koerner Camera Systems Inc. representations and warranties above, Customer is responsible for all costs associated with any repair or replacement (without deduction for depreciation) of the Equipment necessitated as a result of Customer's usage, possession, transportation or failure to return the Equipment for any reason, including, without limitation, as a result of the negligence or willful misconduct of Customer, its employees, agents, or contractors. Customer represents warrants and agrees that Customer has complied and will continue to comply with all manufacturer's specifications as to the safe use of the Equipment.

2. Testing: Customer acknowledges that its representative has inspected and tested all Equipment at the time of rental and that all Equipment is in good and working order and acceptable to Customer.

3. Non-Working Equipment: Customer shall notify Koerner Camera Systems Inc. immediately of any malfunction and/or alleged damage of any Equipment. In the event Equipment is not functioning and/or damaged other than as a result of Customer's negligence or willful acts, Customer shall have the option of accepting other like Equipment in exchange for such nonworking Equipment or returning all Equipment and canceling this agreement should Koerner Camera Systems Inc. not be able to provide substitute Equipment in a timely fashion. The rental charges for all such non-working Equipment so returned to Koerner Camera Systems Inc. shall be abated from the time of acceptance and return to Koerner Camera Systems Inc.. Likewise, rental charges shall accrue and be owed for any replacement Equipment.

4. Technician/Operation: Customer shall only allow the Equipment to be used by qualified technicians and/or, if licensing is required by law for the use of any Equipment, duly licensed personnel, and only in strict accordance with the instructions of the Equipment manufacturer. Such qualified or licensed technicians and personnel should know all the proper protocols to safeguard the public, data and Equipment, and should be competent with regard to the normal operation of the Equipment. Customer shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of law. Customer shall process and or view their footage and back-up their content or data in a timely manner.

5. Risk of Loss: Customer assumes all risk of loss whether or not covered by Customer's insurance coverage, except to the extent of any loss arising from the negligence or willful misconduct of Koerner Camera Systems Inc., its employees, agents, or contractors. Customer is deemed to have taken possession of the Equipment the moment Equipment is in Customer's custody and control. In addition, if Koerner Camera Systems Inc. ships the Equipment at Customer's request, Customer shall be responsible for both the risk of loss in transit and the transportation costs. Customer's responsibility shall include, but not be limited to, risks while in transit by any means (other than transit supplied by Koerner Camera Systems Inc.), at all locations named and unnamed, at all studios, while on Customer's premises, and while in Customer's use. Customer is responsible for picking up and returning the Equipment to/from the rental facility during normal business hours. If Rental Company delivers and/or picks up the Equipment, Koerner Camera Systems Inc. will be responsible for the risk of loss in transit while the Equipment is in the custody of Koerner Camera Systems Inc. and Customer will be responsible for transportation costs.

6. Storage: Customer bears the risk of loss for all property not provided by Rental Company (including but not limited to camera(s), props, sets, and wardrobe) stored and/or transported by Koerner Camera Systems Inc. for Customer's ultimate use. Koerner Camera Systems Inc. shall be acting as the agent of Customer in storing and/or transporting property which belongs to third parties.

7. Insurance: Customer shall at its expense, and at all times during the rental, maintain in full force and effect a limit of insurance covering all Equipment and/or Vehicles rented hereunder, from all sources, as herein provided. All Equipment shall be insured for the full replacement cost without deduction for depreciation. All Vehicles shall be insured at actual cash value. In addition, all Equipment and Vehicles shall be insured for actual verifiable loss of use of the Equipment or Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/ or replaced not to exceed 90 days). Customer shall deliver to Koerner Camera Systems Inc. evidence of Customer's insurance coverage prior to Customer taking either constructive or actual possession of the Equipment and/or Vehicle(s). Customer will forward a Certificate of Insurance evidencing Customer's liability, automobile, property and worker's compensation insurance with a reputable insurance carrier acceptable to Koerner Camera Systems Inc. that complies with coverage requirements as enumerated within this rental agreement. Customer shall be liable for the (a) full replacement cost of Equipment without deduction for depreciation, (b) actual cash value for Vehicles, and (c) loss of use of the Equipment and Vehicles (i.e. rental charges based on the greater of either the actual verifiable loss of business or the average rental history of the Equipment or Vehicles, as computed for the period of time the Equipment or Vehicle(s) is being repaired and/ or replaced not to exceed 90 days), arising or resulting from any failure by Customer to maintain the policies and limits of insurance set forth above and for any and all claims, losses, liabilities, damages and expenses (including, without limitation, attorneys' fees and court costs) which, for any reason (other than a final, non appealable judicial determination that same arose or resulted from the negligence or willful misconduct of Koerner Camera Systems Inc.) shall not be covered or paid by Customer's insurance, including, without limitation, deductibles and any of same exceeding the coverage and limits of insurance set forth above.

a. Property Insurance: Customer's insurance shall be on a worldwide, replacement cost basis without deduction for depreciation, shall name Koerner Camera Systems Inc. as Loss Payee for loss or damage to the property rented; shall cover "All Risk" of loss or damage to Equipment; shall include the perils "Comprehensive" and "Collision" for Vehicle physical damage coverage; and shall provide for 10 days written notice to Rental Company before any policy shall be modified or cancelled. In determining whether the Equipment (not including Vehicles) shall be repaired or replaced, the manufacturer's judgment shall be conclusive upon both parties. Limits shall be sufficient to encompass all property at risk, regardless of source. **Koerner Camera Systems Inc. will not accept insurance covering the Equipment that contains a theft exclusion from unattended vehicle(s).**

b. Liability Insurance: Customer shall name Koerner Camera Systems Inc. as an additional insured on their liability insurance. Customer's liability insurance shall meet the following minimum limits: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including non-owned and hired automobiles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate; Foreign Liability, if filming outside of the United States and Canada, \$1,000,000 per occurrence; Aircraft Liability, if filming from any aircraft, \$5,000,000; Watercraft Liability, if filming from any watercraft, \$5,000,000 (Note rental Vehicle(s) will only be driven by licensed driver(s) employed by Customer). IF VEHICLE IS PROVIDED WITH A DRIVER EMPLOYED BY THE RENTAL COMPANY THE RENTAL COMPANY WILL PROVIDE THE PRIMARY AUTOMOBILE LIABILITY INSURANCE ON THE VEHICLE AND PROOF OF WORKER'S COMPENSATION INSURANCE.

c. Rental Company Insurance: Koerner Camera Systems Inc. will maintain their own insurance program consisting of not less than: Commercial General Liability \$1,000,000 per occurrence and annual aggregate; Automobile Liability (including owned, non-owned and hired vehicles) \$1,000,000 combined single limit; Umbrella Liability in the amount \$2,000,000 per occurrence and annual aggregate, Miscellaneous Equipment and Worker's Compensation and Employer's Liability in an amount not less than \$1,000,000 Covering Claims arising out of the operations of Koerner Camera Systems Inc.. Koerner Camera Systems Inc. will provide Customer evidence of the Coverage enumerated herein upon their request with an insurance carrier acceptable to the Customer.

d. Primary Coverage: Customer's property, automobile and liability coverage is the primary coverage for Equipment and/or Vehicle(s) and said coverage must be issued on a non-contributory basis. Furthermore, Customer's insurance carrier shall agree that the rights of Rental Company under Customer's insurance policy shall not be affected by any unintentional act, neglect or breach of condition by Customer, other than non-payment of premium. Customer shall remain primarily liable to Koerner Camera Systems Inc. for full performance under the terms and conditions of this rental agreement in the event of a dispute with their insurance carrier and for uninsured losses. Lapse or cancellation of Customer's insurance, as required by this agreement, shall allow Koerner Camera Systems Inc. to immediately and automatically terminate this agreement, at its option unless Customer provides Rental Company with written confirmation that such insurance is in full force and effect.

8. Missing and Damage: Koerner Camera Systems Inc. shall provide Customer (with a copy to the accounting department of Customer and another department or person if otherwise designated) with a list of missing and damaged Equipment, if any, within three business days after the Equipment has been returned to Koerner Camera Systems Inc. Koerner Camera Systems Inc. upon receipt of the compilation of the repair or replacement cost estimates will forward these estimates to Customer. Customer shall have the option of making arrangements with Koerner Camera Systems Inc. to have their crew member(s) verify the Equipment physically returned to Koerner Camera Systems Inc. at a time that is mutually agreeable within the first day of return.

9. Clearing of Data: Customer is responsible for clearing any and all images (in any form) prior to the return of the Equipment to Koerner Camera Systems Inc., and Customer authorizes Koerner Camera Systems Inc. to clear the Equipment of any and all images, content or data immediately upon return of the Equipment to Koerner Camera Systems Inc.. It shall be the sole responsibility and obligation of Customer to arrange for the safeguarding and storage of Customer's images, content or data prior to the return of the Equipment to Koerner Camera Systems Inc..

10. Title: Customer specifically acknowledges Koerner Camera Systems Inc.'s superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances except those caused by or resulting from Rental Company's acts. Customer may not assign or pledge the Equipment.

11. Default: In the event that Customer (a) fails to make payment when due hereunder, (b) fails to obtain or maintain the insurance required under Section 7 above throughout the rental term, or (c) becomes insolvent, files a petition in bankruptcy, seeks the appointment of a receiver (or has a receiver appointed) for all or a substantial portion of its property, or has an involuntary petition in bankruptcy filed against it, Customer shall be in default hereunder. Upon such default, Koerner Camera Systems Inc. may, in its sole discretion, terminate this rental agreement and, to the extent permitted by law, immediately repossess the Equipment without any prior notice to Customer, the receiver, bankruptcy trustee, assignee for the benefit of the creditors, or levying officer. Customer hereby grants to Koerner Camera Systems Inc. the right and permission to lawfully enter the Customer's premises where the Equipment is kept following any such default for the purpose of repossessing the Equipment without liability of trespass or any liability for any damage that might occur as a result of such entry.

12. Remedies: The rights and remedies of the Koerner Camera Systems Inc. in the event of any breach by the Customer of this Agreement shall be limited to the Rental Company's right to recover actual damages, if any, in an action at law, and replevin and other rights, in equity, to the return of Equipment. In no event shall Koerner Camera Systems Inc. be entitled to enjoin or restrain or otherwise impair in any manner Customer's business activities or any parts or elements thereof, or the use, publication or dissemination of any advertising, publicity or promotion in connection therewith. Except as specifically provided with respect to the return of Equipment, Koerner Camera Systems Inc. irrevocably waives any right to other equitable, or injunctive relief for any claim, loss, or cost of any kind arising through or in connection with this Rental Agreement or the subject matter hereof. In no event will any party hereto be liable for or have any obligation to pay to the other consequential and/or incidental and/or special and/or punitive damages, all of which are expressly excluded, and the parties hereby waive any right to recover any such damages from the other.

13. Rights: Koerner Camera Systems Inc. shall not make any claims with respect to Customer's intellectual property rights and interests (including copyright) to photographs and recordings made by Customer using Equipment; all of said rights and interests, including, without limitation, of distribution, exploitation and advertising in connection with the production in which said rented equipment is used shall be vested in Customer.

14. Confidentiality: The parties hereto may disclose certain valuable confidential and proprietary information, as herein defined, to each other (the "Confidential Information"). "Confidential Information" shall mean all written proprietary information delivered by one party to another concerning the party or its business, products, trade secrets or services that (a) is not generally known to the public and (b) is prominently identified and marked "Confidential" at the time of such delivery. Notwithstanding the foregoing, "Confidential Information" shall not include any information that: (i) was delivered to the receiving party prior to the receiving party's execution of this Agreement and its delivery of a signed copy of this Agreement to the other party, (ii) was known to the receiving party without restriction on disclosure or use prior to disclosure by the disclosing party, (iii) is or becomes information within the public domain (through no fault of either party); (iv) is independently developed by either party without reference to or knowledge of confidential information; (v) is rightfully received from third parties not subject to an obligation or confidence to either Customer or Koerner Camera Systems Inc.; or (vi) the release of which is pre-approved by the disclosing party in writing. All Confidential Information is deemed to be the sole and exclusive property of the disclosing party. The receiving party shall not use, reproduce or disclose, directly or indirectly, to any third party at any time any Confidential Information and the parties shall hold all Confidential Information in strict confidence and shall not use Confidential Information in any manner, except (1) in connection with performance under this Agreement or other written agreements between the parties relating to such Confidential Information, (2) to the extent necessary to comply with law or the order of a court of competent jurisdiction, (3) as part of a party's normal reporting or review procedure, as applicable, to its auditors or attorneys, or (4) to enforce a party's rights under this Agreement.

15. Indemnity: Customer agrees to indemnify, defend and hold harmless Koerner Camera Systems Inc. and its officers, employees, agents and licensees against any and all claims, actions, damages, liabilities and expenses arising from the use, possession or operation of the Equipment and by whomsoever operated at the direction of the Customer, Customer's breach of any representations or warranties made herein, or from the negligence or willful conduct of Customer, its employees, agents or contractors. This indemnification shall survive the term of the rental agreement. Koerner Camera Systems Inc. agrees to indemnify, defend and hold harmless Customer and its officers, employees, agents and licensees solely as respects bodily injury and property damage claims, actions, damages, liabilities and expenses arising from Koerner Camera Systems Inc.'s negligence or willful misconduct of Koerner Camera Systems Inc., or that of Koerner Camera Systems Inc.'s employees, agents, or contractors, Koerner Camera Systems Inc. not having the right to rent the Equipment or Koerner Camera Systems Inc.'s failure to maintain insurance enumerated in 7c above. This indemnification shall survive the term of the rental agreement.

16. Entire Agreement: Customer agrees that they have read and fully understand and accept all provisions of this agreement prior to executing this agreement. The signed Rental Contract together with these Terms and Conditions constitute the entire agreement between Koerner Camera Systems Inc. and Customer. In the event of conflict between any terms or provisions of the Rental Contract and these Terms and Conditions, the terms and provisions of these Terms and Conditions shall govern and control. Any changes must be made in writing and signed by both parties. If Customer is a corporation or other entity, the person executing the Rental Contract represents and warrants that he/she has full power and authority to execute the Rental Contract on behalf of the entity and bind such entity to the agreements, terms and conditions hereof. Customer acknowledges that a photocopy or electronic version of this document shall constitute the same consent as an original.

17. Governing Law: This rental agreement has been entered into in the State of Oregon and shall be governed by laws of the State of Oregon, without reference to any conflicts of law principles. Customer and Koerner Camera Systems Inc. agree to the State of Oregon having the sole jurisdiction to govern any and all disputes arising between Customer and Koerner Camera Systems Inc. as respects the rental of Equipment. If any portion of this agreement is found to be invalid, unenforceable, waived or otherwise deficient, it shall be severable from the remaining provisions and all other provisions shall remain in full force and effect.

18. Definitions: As used in the Rental Contract and these Terms and Conditions, the following terms have the following meanings: "Customer" shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; "Equipment" shall mean all equipment and/or vehicle(s) so listed in the Rental Contract; "Koerner Camera Systems Inc." shall mean the entities and/or individuals so identified on page 1 of the Rental Contract; and, "Vehicle" shall mean those motorized and other means of conveyance so listed in the Rental Contract.

PRINT NAME _____

SIGNATURE _____

DATE _____

