



Aero Mock-Ups, Inc. (AMU)  
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## Terms and Conditions

### **Definitions:**

“Equipment” Sets and Set Dressing rented by the customer (“You”).

“Sets” Supervised or unsupervised modular unit(s) that comprise of an aviation theme, land or aircraft.

“Set Dressing” Hand props, seats, furnishings, wardrobe, signage, and miscellaneous aircraft-related items.

"Studio Zone" Shall mean 30 miles from the intersection of Beverly and La Cienega Boulevards, Los Angeles, California per IATSE & MPTAAC guidelines.

“Supervised Sets” A Supervised Set is any Aero Mock-Ups, Inc. (AMU) set that is complex in assembly and/or operation, has multiple electrical circuits, pneumatic and/or mechanical systems. These sets require that an AMU Technical Supervisor (“Technician”) be available during the entire rental period.

### **Booking Terms:**

Rentals are on a first-come, first-served basis and can only be guaranteed by:

- 1) Sign our estimate(s) and return to AMU via fax or e-mail
- 2) Submit Proof of Insurance, naming AMU as an Additional Insured and Loss Payee; and
- 3) As applicable:
  - (A) For Supervised Sets:
    - (i) Terms: Per contract.
    - (ii) Payment:

- a) Equipment used in Los Angeles County - 50% of the rental with signed estimate. Balance due on delivery; or
- b) Equipment used outside Los Angeles County - Full rental payment with signed estimate.
- iii) Refundable security deposit equal to the lesser amount of:
  - a) Insurance deductible; or
  - b) Replacement value of the equipment rented; or
  - c) \$ 5,000.00.
- (B) For Unsupervised Sets, Seats and Set Dressing:
  - (i) Payment: Full rental payment with signed estimate.
  - (ii) Refundable security deposit equal to the lesser amount of:
    - a) Insurance deductible; or
    - b) Replacement value of the equipment rented; or
    - c) \$2,500.00.
  - (iii) Providing AMU with the zip code for the location where the Equipment will be used.
  - (iv) You are to supply adequate padding and strapping to protect equipment. Seats CANNOT be stacked.
  - (v) Minimum order \$ 100.00
- 4) You agree to provide AMU reasonable access to the Equipment at all times. AMU will not interfere unreasonably with your production.

**Cancellation policy:**

Upon receipt of the signed estimate and terms, AMU will hold the Equipment and, as such, any cancellation will be subject to a 50% cancellation fee. This fee is refundable if the Equipment can be re-rented during the planned rental period or a portion thereof, at an equivalent price.

**Delivery:**

Sets (48 States and Canada) use – Supervised sets are CIF (Cost, Insurance and Freight) delivered to your location.

Sets (Overseas) use – Supervised sets are FOB Origin (Free On Board). Production is responsible for transportation.

Unsupervised sets, Seats and Set Dressing - FOB Origin.

All FOB orders must be insured to the amount valued by Aero Mock-Ups.

**Extension of Rental Term:**

As another customer may have booked the Equipment for a period commencing at the end of your agreed rental term, your agreed rental term cannot be extended without AMU's written consent.

- A) Supervised Sets: In the event you desire to continue to rent the Equipment beyond the expiration of the agreed lease term, you must submit a written request to AMU. AMU will advise whether:
  - i) the Equipment is available for the additional time requested, and provide the rental rate for the extended term; or
  - ii) the Equipment is not available for the additional time requested, and that it be returned on the scheduled return date. In this event, you will be provided with dates when the Equipment is next available for your continued use.

You must provide AMU with at least two (2) days written notice, prior to the scheduled end of the term, of your desire to extend the term unless the term is less than two (2) days, in which case notice shall be not less than one (1) day prior to the end of the scheduled term.

- B) Unsupervised Sets, Seats and Set Dressing: If you give AMU a minimum of one week's written notice, calculated from your scheduled return date, that you would like to extend the rental term, and if the Equipment is available, AMU will offer up to a fifty percent discount on the second and third week's Equipment rental.

Should the items be returned to us after the agreed return date, subject to AMU's approval, AMU will credit the loss charges and bill you rental for the additional period of time the Equipment was still in your possession. No discounts will be applied.

All payments for the Extended Term of the rental are due and payable in full prior to the first day of the extension.

We reserve the right to bill you for all damages, reasonable, actual out-of-pocket costs, expenses, and charges, caused by You anyone under your supervision or control including, but not limited to, lost rental income for Equipment not returned to AMU by the agreed return date.

**Handling:**

Supervised Sets - You are to provide, at your location:

- i) a 5,000 lb. capacity forklift with 5-inch maximum blade width and 7'-long extensions,
- ii) a forklift driver and 2 Teamsters to unload and re-load the set; and

- iii) Grip/Carpenters and Set Dressers to aid the AMU Technical Supervisor unload, set up, strike, and reload.

**Unsupervised Sets, Seats & Set Dressing** – You are to supply appropriate transportation, padding, and strapping to protect equipment.

SEATS CANNOT BE STACKED OR PLACED ON THEIR SIDES.

**Hold dates:**

Upon your request we will schedule our Equipment for your use. We will try to communicate with you should we get a request from another company for all or part of the Equipment you have requested, or when we have depleted our resources. We will only guarantee hold dates if you comply with our “**Booking Terms**”.

**Insurance:**

AMU requires that all Customers who are currently renting from us maintain on file with AMU their US Certificate of Insurance, naming AMU as Additional Insured and Loss Payee. Rentals must be insured to the amount valued by AMU.

**Lost and Damages:**

You assume and shall bear the entire risk of loss of, damage to, theft, mysterious disappearance, or destruction of our Equipment for any cause whatsoever while it is in Your care, custody or control including, without limitation, economic loss through extraordinary or premature wear by You, requisition, or appropriation of the Equipment. While the Equipment is in Your care, custody or control, You shall immediately notify AMU of any accident or event of loss involving the Equipment and/or props. While the Equipment is in Your care, custody or control, Your company shall pay the cost of the repair of all items that are damaged but capable of being repaired, as well as the rental value on the Equipment and/or props while under repair at the same weekly rate as provided for in this agreement.

You shall be responsible for the full replacement cost, without depreciation, of all Equipment or props that are lost, stolen or damaged beyond economical repair while it is in Your care, custody or control. In such event that the Equipment rented is lost or stolen, you shall file a police report.

In the event of loss or damage to any Equipment, you, at AMU’s sole option, shall:

- (i) Repair or restore the Equipment to as good repair, condition, and working order, normal wear and tear from permitted uses excepted; or
- (ii) Pay AMU in cash the "fair market value" for such unit. AMU's valuation of the Equipment is not negotiable.

**Modifications:**

You shall not make any modifications, alterations, additions, or improvements to any Equipment, including any alteration, modification, or adaptation of or to the power supply, finish, pneumatic systems, connectors, circuitry, or any internal or external components without prior written consent from Richard Chan, Founder and CEO.

**Payment:**

The only forms of payments we accept are Company checks, Wire Transfers (remitter to pay all fees – request details), and Credit cards (see Credit Card Application Form) up to \$1,000.00. Credit card orders over \$1,000.00 will be charged a 5% process fee.

**Photo images:**

Aero Mock-Ups makes no claims as to the exactness of the pictures it shows online in regards to any item's size, color, or condition. There may be discrepancies between the props, sets, and/or equipment and their photographs.

**Production time (Supervised Sets):**

- A) If you are shooting at AMU's North Hollywood, CA, location, the twelve (12) hour day allocated to you will commence when the first person from your company enters onto the premises to when that last person from your company leaves the premises. Overtime charges may apply.
- B) If you are shooting away from AMU's premises, the twelve (12) hour day allocated to you to (un)load, set up, shoot and/or strike shall be calculated based on where the Supervised set is being used.
  - (i) Within the Studio Zone: Equipment rental time shall commence when the AMU Technician arrives at the Location and shall cease when the Technician leaves the Location; OR
  - (ii) Travel outside of the Studio Zone but within 120 miles of the Studio Zone: Billable time shall commence when the AMU Technician leaves his home and shall cease when the Technician returns to his home. Technician will provide their own transportation; OR
  - (iii) Travel 120 miles outside the Los Angeles Studio Zone: Equipment rental time shall commence when the Technician leaves his lodgings and shall cease when the Technician returns to his lodgings. You will provide air travel, deluxe hotel accommodations, per diem, transportation to and from the local airport, to and from the hotel, and to and from Location.

## **Purchase Orders (PO):**

Open account privileges are earned by customers conducting ongoing business with AMU. Open account status is not always available to a company formed solely for production of a single project, unless there is a parent company that has done business with AMU and will guarantee payment by Letter of Credit. Upon approval, AMU will open an account on a net 30 day basis.

Your PO will be accepted on the following bases:

- A) PO can only be used for Unsupervised sets, Seats and Set Dressing.
- B) PO will only be accepted on rentals of \$100.00 or more.
- C) Your PO# must accompany with authorization on our estimate.
- D) A security deposit is required equal to the lesser amount:
  - i) Insurance deductible; or
  - i) The replacement cost of the Equipment being rented; or
  - ii) \$ 2,500.00. See **"Security Deposit"** below.
- E) We require all accounts to provide us with a U.S. Certificate of Insurance listing Aero Mock-Ups, Inc. as ADDITIONAL INSURED AND LOSS PAYEE.

If your policy is to issue additional PO for subsequent week rentals, you will be responsible for providing us with the new PO numbers. **"Extension of Rental Term"** will apply.

## **Rental dates:**

Rental dates are only guaranteed with remittance of our terms stated in our estimates (see **"Booking Terms"**).

## **Rental prices:**

Prices quoted on our website are for reference only. Prices are subject to change without notification. The prices are intended for estimation purpose only. The final price for the rental will be identified on the Invoice. Please contact AMU to obtain current pricing.

## **Rental Periods:**

### Supervised Set:

Loading, Set up, Strike, Re-load, Unload and Return are events that are required in order to provide you with a set. From the time set has been assembled to the time the set is cleared to strike is considered Production time and is a daily or weekly rate.

### Unsupervised Sets, Seats & Set dressing:

- a) The Equipment is rented on an eight (8) day week. Example: Monday to Monday.
- b) Allow two (2) business days to fill order. Rush orders will be charged an expedite and handling fee.
- c) Only applicable if requested at the time of order -
  - 1st week - full rental rate.
  - 2nd and 3rd week - half rental rate.
  - 4th week - no charge. Additional weeks based on the above.

### **Security Deposit:**

A security deposit is required for all rentals. The security deposit will be deposited upon receipt, and a refund will be issued, without interest, in the form of an AMU check. Otherwise, the security deposit will be returned after the necessary repairs have been made and deducted from the security deposit. The security deposit may be applied to all loss/damage charges and open invoices if said charges remain unpaid by you. Any remaining balance will be issued after all Equipment, props, and set dressings have been returned, and all loss/damage charges and all open invoices have been paid in full. Refunds will only be issued after the security deposit check has been cleared and all outstanding amounts have been paid.

### **Technical Supervisor (for Supervised Sets):**

A Technician is required anytime a Supervised Set or the AMU facility is being used.

Technician's time is included in the rental of the Equipment.

Technician will be given at least 10 hours advance notice of call times.

Technician will be guaranteed a 10 hour turnaround time.

If Technician has to travel outside the LA Studio zone, a travel allowance and per diem will be invoiced to you.

### **Transportation – Supervised sets over water:**

Aero Mock-Ups will determine the number of 40ft high capacity ocean containers you will need to deliver to Aero Mock-Ups, N. Hollywood facility. You will further arrange and pay for the transportation, insurance, Customs clearances, Import/Export Broker fees and all other applicable fees charged to and from your location. Also see "**Handling**".

### **Your Transportation – Supervised sets over road:**

Aero Mock-Ups has moved its equipment all over North America. It is proud to stand by its claim to have never incurred any damage in transit or delayed any shooting schedule. Should you want to manage the transportation of our “Supervised” sets, you must be prepared to provide, at a minimum;

Each 53’ Air-ride trailer must be a flat floor enclosed trailer with barn doors, vertical, one foot apart double E-track logistic rail. E-track cannot be higher than 12” above the trailer bed. Seven (7) load bars and ten (10) ratchet straps are required.

Production is to provide at pick up and site location a 5,000 lb. capacity forklift, 7'-long extensions, a driver and 2 Teamsters to unload and re-load the set. AMU will not load or unload your trailers.

Failure to provide the appropriate logistics or manpower may result in delays and/or additional rental fees. AMU has the right to refuse any trailer that does not meet its requirements. Also see “**Handling**”.

### **Your Transportation – Set Dressing and Unsupervised sets:**

You are responsible to have adequate equipment for the pickup and return of the Equipment. Your crew should be familiar with what is to be rented and should arrive with the right size vehicle and be ready with furniture pads, straps, tie downs, and any other equipment necessary to safely transport our rentals. AMU will not load or unload your vehicles. AMU has the right to refuse release of any order that does not meet its requirements.

SEATS CANNOT BE STACKED OR PLACED ON THEIR SIDES.

### **Results and Proceeds:**

All rights of every kind in and to all the photography, film and recordings of the Production (“Results and Proceeds”) (including, without limitation, all copyrights) shall be and remain vested in You, including, without limitation, the right to exhibit, distribute and otherwise exploit the Production and Results and Proceeds, to use and reuse the Results and Proceeds in and in connection with the Production, subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips and other materials, etc. for the Production and in any ancillary exploitation thereof, including, without limitation, publications, soundtracks and merchandising in all manner and media, now known or hereafter devised, in all languages, throughout the universe, in perpetuity. You shall have the right, in Your sole discretion, to alter or edit the Results and Proceeds (and any names, insignias and signs located thereon and any logos, trademarks, service marks, trade dress and verbiage contained on such signs) for use in the Production. Neither AMU nor any other party now known or hereafter claiming an interest in the Equipment and/or interest through AMU shall have any right of action against You or any other party arising from or based upon any use or exploitation of the Production, whether or not such use is or is claimed to be defamatory, untrue or censurable in nature.



**Remedies:**

AMU's sole remedy for breach of this Agreement by You shall be an action at law for money damages. AMU shall neither seek, nor be entitled to, rescission or any form of equitable or injunctive relief, and in no event shall AMU be permitted to prevent, restrain or otherwise impair the development, production, exhibition, distribution, advertising, promotion or other exploitation of the Production, or any other rights granted herein.

**Indemnity:**

Except to the extent due to the gross negligence or willful misconduct of the Indemnitees, You shall defend, indemnify and hold harmless AMU, AMU's principals, agents and employees ("Indemnitees") of, from and against any verifiable and substantiated damage, loss, theft or destruction of the Equipment and against all verifiable and substantiated losses, liabilities, damages, injuries, claims, demands, costs and reasonable, actual out-of-pocket expenses of every kind and nature whether or not covered by insurance, including reasonable outside legal fees and disbursements arising out of, or in connection with, the use or operation of the Equipment by You, Your employees, agents, contractors, or any third party, whether such use is authorized or not, during the rental term, whether AMU provides technical assistance or not. AMU's liability for acts of its technical assistance shall be limited to acts of willful misconduct or gross negligence only.

**Representations & Warranties:**

AMU warrants and represents that (i) AMU is the sole owner or holder (or the authorized representative of the sole owner or holder) of the rights granted herein; (ii) AMU is fully authorized to enter into and execute this Agreement; and (iii) AMU has the right to grant You the use of the Equipment and each and all of the rights herein granted. AMU will defend (at Your election), indemnify and hold You harmless, Your subsidiaries, affiliates, parents and You and Your successors, assigns, licensees, officers, directors, representatives, contractors, and employees from and against any third-party claims, liabilities, losses, damages, costs, proceedings, demands, expenses (including attorneys' fees), judgments and penalties arising out of any breach of any of AMU's representations, warranties and covenants contained in this Paragraph.

I have read and agree to the above terms and conditions;

\_\_\_\_\_ Date: \_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_ Title: \_\_\_\_\_  
*Print Name*

Contact information;

Phone #: \_\_\_\_\_ e-mail: \_\_\_\_\_

Representing:

\_\_\_\_\_  
"Show name"                      Production Company

If you wish to be considered for a net 30/PO account, please fill out this form and submit with your credit references by fax 818-982-0122 or e-mail to [contact@aeromockups.com](mailto:contact@aeromockups.com).