



ACCOUNT APPLICATION

Please email or fax the completed form to the **Mighty Grip and Lighting**: jay@mightygripandlighting.com | (954)-914-4164

BASIC INFORMATION

COMPANY (LEGAL NAME) _____ DOING BUSINESS AS (IF APPLICABLE) _____

PHONE _____ FAX _____ COMPANY WEBSITE _____

STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____ CITY _____ STATE _____ ZIP _____

CORP LLC SOLE PROP OTHER _____

TYPE OF ORGANIZATION _____ PRIMARY MARKET SEGMENT _____ STATE REGISTERED _____ EUROPE VAT # / CANADIAN HST# / PST# _____

MIGHTY GRIP AND LIGHTING AGENT OR BRANCH _____ EST. RENTAL DATE _____ PURCHASE ORDER REQUIRED? NO / YES

OWNERS

NAMES OF OWNERS/PARTNERS/PRINCIPALS _____ PHONE _____ EMAIL ADDRESS _____

NAMES OF OWNERS/PARTNERS/PRINCIPALS _____ PHONE _____ EMAIL ADDRESS _____

ACCOUNTS PAYABLE CONTACT _____ A/P PHONE _____ AP EMAIL _____ EMAIL / REGULAR MAIL
RECEIVE INVOICES VIA _____

CONTACTS

MISSING AND DAMAGES CONTACT _____ M & D PHONE _____ M&D EMAIL _____

AUTHORIZED USER NAME _____ PHONE _____ EMAIL _____ EMPLOYEE / FREELANCER
POSITION _____

AUTHORIZED USER NAME _____ PHONE _____ EMAIL _____ EMPLOYEE / FREELANCER
POSITION _____

AUTHORIZED USER NAME _____ PHONE _____ EMAIL _____ EMPLOYEE / FREELANCER
POSITION _____

BANK REFERENCES

BANK NAME _____ ADDRESS _____

ACCOUNT NO. _____ PHONE _____ FAX _____

ADDITIONAL BANK NAME _____ ADDRESS _____

ACCOUNT NO. _____ PHONE _____ FAX _____

TRADE REFERENCES

TRADE REFERENCE NAME _____ PHONE NUMBER _____ FAX _____ EMAIL _____

TRADE REFERENCE NAME _____ PHONE NUMBER _____ FAX _____ EMAIL _____

TRADE REFERENCE NAME _____ PHONE NUMBER _____ FAX _____ EMAIL _____

Most financial banking institutions, as well as other businesses require a signature prior to releasing any financial information. By signing this form, I/we hereby authorize the release of any and all credit information to be released to Mighty Grip and Lighting. In consideration of the extension of credit terms, the undersigned severally and/or collectively personally guaranty the payment of all charges made by and/or on behalf of the applicants, plus attorney fees, court and all other costs of collection should collection proceedings become necessary.

AUTHORIZED SIGNATURE _____ TYPE/PRINT NAME _____ TITLE _____ DATE _____

AUTHORIZED SIGNATURE _____ TYPE/PRINT NAME _____ TITLE _____ DATE _____

Mighty Grip and Lighting
Terms and Conditions (this "Agreement")

Mighty Grip and Lighting agrees to provide equipment (the "**Equipment**") and services, if any, ("**Services**") to the customer ("**Client**") under the terms of this Agreement. Mighty Grip and Lighting includes all brands and all locations in the USA. Any Scope of Work, Quote, Bid, Proposal, Invoice or similar document issued by Mighty Grip and Lighting (each a "**SOW**"), where work is performed under such document, is deemed accepted by Client and incorporated herein. This Agreement is effective for one year from the date below and will renew for additional one-year terms unless otherwise terminated.

1. The "**Rental Term**" shall begin on the date the Equipment leaves Mighty Grip and Lighting's warehouse and shall end when the Equipment is returned to Mighty Grip and Lighting at the place designated by Mighty Grip and Lighting. Fees for Equipment and Services, as applicable, are set forth in the SOW. A security deposit on the Equipment may be required by Mighty Grip and Lighting.
2. Mighty Grip and Lighting represents that all Equipment will leave its custody in good working order. Client shall be responsible to inspect the Equipment and immediately notify Mighty Grip and Lighting of any Equipment determined to be missing or not in good working condition. **EXCEPT AS EXPRESSLY SET OUT HEREIN, MIGHTY GRIP AND LIGHTING GIVES NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OR AGAINST INTERFERENCE OF INFRINGEMENT OR ANY OTHER WARRANTY NOT EXPRESSLY AGREED TO IN WRITING.**
3. Mighty Grip and Lighting's sole obligation and liability to Client in the event of any malfunction or failure of the Equipment solely caused by Mighty Grip and Lighting shall be to repair the Equipment or provide Client with the same or similar Equipment.
4. Unless otherwise expressly assumed by Mighty Grip and Lighting as part of the Services, Client is responsible for the Equipment for the entire Rental Term. Client assumes all risk in the use and operation of the Equipment and shall be responsible for providing safety devices and equipment to safeguard users of the Equipment and complying with all federal, state and local laws or regulations, and all industry standards. Client agrees that it will not remove or permanently cover the tag or nameplates on the Equipment showing ownership in Mighty Grip and Lighting. Client shall not make any alterations or additions to the Equipment and may not disassemble the Equipment except to the extent necessary to replace consumables.
5. The Equipment must remain at the venue(s) as set forth in the SOW and may not be transferred without the express prior written approval of Mighty Grip and Lighting. It shall be lawful for Mighty Grip and Lighting or its agents at all reasonable times to enter the premises where the Equipment is kept for the purpose of assessing the condition of said Equipment.
6. This Agreement is not a sale. Client shall not have or at any time acquire any right to possession, including possession through use, loss, damage or failure to return the Equipment. Title to the Equipment shall at all times be in Mighty Grip and Lighting. Client agrees not to pledge, mortgage or in any other way encumber the Equipment.
7. Client shall reimburse Mighty Grip and Lighting for the cost of any repairs (including charges for shipping, labor and parts) which are required due to any damage to the Equipment occurring during the Rental Term (other than damage which, in the judgment of Mighty Grip and Lighting, is due to ordinary usage or Mighty Grip and Lighting's actions). If any or all Equipment is damaged beyond repair, or lost or stolen during the Rental Term, Client agrees to reimburse Mighty Grip and Lighting for the full replacement value of the Equipment (without deduction for depreciation). Client further agrees to be responsible for rental costs of the lost or damaged Equipment until such time as Equipment is replaced or repaired.
8. At the end of the Rental Term or its earlier termination, Client shall at its cost and expense, deliver and return the Equipment to Mighty Grip and Lighting in good condition and repair, reasonable wear and tear excepted. Mighty Grip and Lighting shall notify Client of any damages or loss within a reasonable amount of time after the Equipment is returned. Client shall remain responsible for any damage to the Equipment discovered by Mighty Grip and Lighting after inspection of the returned Equipment.
9. If applicable, Client is solely responsible for storing and clearing any and all images (in any form), or any other content or Client data ("Client Data"), prior to the return of the Equipment. Upon return of the Equipment, Mighty Grip and Lighting may clean the Equipment of any Client Data, however Mighty Grip and Lighting shall have no obligation to preserve or erase any Client Data. Mighty Grip and Lighting shall not be responsible for disclosure of Client Data due to the re-rental of Equipment previously used by or on behalf of Client. Mighty Grip and Lighting is not responsible for unrecorded Client Data or the loss of Client Data due to any cause whatsoever, including but not limited to, technical malfunction, physical damages, or errors on the part of Mighty Grip and Lighting employees, agents, representatives, contractors or subcontractors.
10. **Client agrees to insure Equipment at all times during the Rental Term.** For Purposes of this section, Mighty Grip and Lighting shall mean its parent, affiliates, subsidiaries and each of their members, managers, directors, employees and agents.
 - a) **FOR EQUIPMENT RENTALS ONLY (No Onsite Services):** Client shall carry the following: Commercial General Liability insurance (or equivalent) covering operations, completed operation and product liability, personal injury liability and advertising injury, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming Mighty Grip and Lighting as an Additional Insured on a primary basis and waiver of subrogation in favor of Mighty Grip and Lighting; Workers Compensation insurance in statutory limits including Employers Liability with a limit of \$500,000, including a Waiver of Subrogation in favor of Mighty Grip and Lighting; and Property

insurance on Equipment, on an "all risk" basis, including windstorm, flood and earthquake perils, and loss in transit, in an amount not less than the full replacement value (NOT rental value) of the Equipment (without deduction for depreciation) naming Mighty Grip and Lighting as Loss Payee. If Equipment is being transported or unloaded by Client, Business Auto Liability insurance shall also be required, with a limit of not less than \$1,000,000 per accident.

(b) FOR EQUIPMENT RENTALS WITH ONSITE SERVICES. Client shall carry the following: Commercial General Liability insurance (or equivalent) covering operations, completed operation and product liability, personal injury liability and advertising injury, with a limit of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming Mighty Grip and Lighting as Additional Insured on a primary basis; Workers Compensation insurance in statutory limits including Employers Liability with a limit of \$500,000, including a Waiver of Subrogation in favor of Mighty Grip and Lighting; and Property insurance on Equipment, on an "all risk" basis, including windstorm, flood and earthquake perils, and loss in transit, in an amount not less than the full replacement value (NOT rental value) of the Equipment (without deduction for depreciation) naming Mighty Grip and Lighting as Loss Payee. If Equipment is being transported or unloaded by Client, Business Auto Liability insurance shall also be required, with a limit of not less than \$1,000,000 per accident.

(c) Client acknowledges it is solely responsible for the payment of any deductibles on any required insurance. Mighty Grip and Lighting reserves the right to increase these limits based on values and type of event. An umbrella or excess liability policy may be used in conjunction with primary coverage limits to meet the minimum required limits. A valid and compliant insurance certificate evidencing such coverages and terms must be submitted to Mighty Grip and Lighting prior to the release of any Equipment or Services. Mighty Grip and Lighting will provide a certificate of insurance, as reasonably requested by a venue in order for Mighty Grip and Lighting to perform its Services.

11. Mighty Grip and Lighting shall not be liable for late delivery or damage to the Equipment caused by Client's failure to comply with this Agreement, or war, strikes or any other cause whatsoever beyond the control of Mighty Grip and Lighting. In the event of such delay, the time for delivery shall be extended for the same period that Mighty Grip and Lighting was delayed by such occurrence.
12. No allowance will be made for unused Equipment. Unless otherwise agreed to in writing by Mighty Grip and Lighting, Client is responsible for all costs in shipping the Equipment and for ensuring that the Equipment is appropriately stored and transported.
13. Client will be responsible to pay additional fees for any additional Services and Equipment not included in the SOW. Client will pay Mighty Grip and Lighting's current daily rate for late return of the Equipment. Client will incur cancellation fees in the event of any cancellation occurring within 21 days of the start of the Rental Term as follows: 15-21 days = 25% of Fee due; 8-14 days = 50% of Fee due; 2-7 days = 75% of Fee due, and under 2 days = 100% of Fee due. In the event of cancellation due to Acts of God or more than 21 days prior to event, Client shall pay Mighty Grip and Lighting all actual costs incurred.
14. Unless specifically referenced in the SOW, pricing DOES NOT INCLUDE SALES OR USE TAXES, or freight charges. All taxes, withholdings, if applicable, and freight charges, if any, will be paid for by Client in addition to the agreed upon price. Client agrees to indemnify for Mighty Grip and Lighting any taxes incurred and costs relating to penalties and collections.
15. Payment of all fees is due as set forth in the SOW or invoice. Client will incur additional fees for late returns and damage to the Equipment. Unless otherwise indicated, payment terms are net 30 days. Late payments are subject to a service charge of the lesser of one and one-half percent (1-1/2%) per month on the unpaid balance or the highest rate allowed by law. If Mighty Grip and Lighting commences a collection action, Client will be liable for all expenses incurred, including reasonable outside attorney's fees and costs of collection incurred by Mighty Grip and Lighting.
16. If Client defaults on payment or otherwise breaches any other terms, or if Mighty Grip and Lighting reasonably believes that the Equipment is in danger of being seized, taken or destroyed, then in any event, Mighty Grip and Lighting shall have the right to terminate this Agreement, and retake immediate possession of the Equipment and for such purpose, Mighty Grip and Lighting may enter upon the premises where the Equipment is located and remove it, with or without force or notice, without being liable to the Client in any suit, action or other proceeding.
17. The failure by Mighty Grip and Lighting to insist upon strict compliance with these terms and conditions even after a breach or default by Client shall not be construed as waiver of any of Mighty Grip and Lighting's rights under this Agreement.
18. Client agrees to defend, indemnify and hold harmless Mighty Grip and Lighting from and against any and all liabilities, claims, demands, actions, losses, damages and expenses (including, without limitation, reasonable outside attorneys' fees and costs) for personal injury, death or property damage to the Equipment or other property, in any way arising out of or resulting from any of the following: (1) the breach of any terms in this Agreement; or (2) Client's use or possession of Equipment; or (3) Client's negligence or willful misconduct or (4) the transport or shipping of the Equipment, if by or arranged by Client. For purpose of this section Client includes its employees, agents, contractors or representatives and invitees.
19. **IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES IN CONNECTION WITH THE RENTAL OF THE EQUIPMENT WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
20. This Agreement may not be assigned by Client unless agreed to in writing by Mighty Grip and Lighting.

21. These terms and conditions shall be governed by the laws of the State of Florida and venue and jurisdiction shall be vested exclusively in a court of competent jurisdiction sitting in Broward County, FL. Both parties agree to accept service of process within or without the State of Florida in any matter relating to this Agreement. The prevailing party in any such litigation or action shall be entitled to its costs of suit and reasonable outside attorney's fees.
22. If one or more provisions of this Agreement, or the application of any provision to any party or circumstance is held to be invalid, unenforceable or illegal in any respect, the remainder of this Agreement shall remain valid and in full force and effect.
23. Mighty Grip and Lighting expressly rejects any forms or other documents submitted by Client, including PO terms and conditions. Any attempt to modify, supplement or amend these terms and conditions will be null and void unless agreed to in writing by Mighty Grip and Lighting.
24. This Agreement, including the SOW, contains the entire understanding between the parties and may not be modified except in a writing signed by both parties appended hereto. These terms and conditions shall be binding, and Client shall be deemed to have accepted the terms and conditions contained herein when (a) Client has received a copy hereof and (b) Client accepts any of the Equipment or Services.

BY ACCEPTING ANY EQUIPMENT, CLIENT ACKNOWLEDGES ITS RESPONSIBILITY FOR THE TIMELY RETURN THE EQUIPMENT IN GOOD WORKING CONDITION.

**ACCEPTED AND AGREED
CLIENT**

Signature and Title

Print Name

Effective Date

MIGHTY GRIP AND LIGHTING

Signature and Title

Print Name

Effective Date



CREDIT CARD AUTHORIZATION FORM

Please send the completed form to the Mighty Grip and Lighting. Email: jay@mightygripandlighting.com . We accept Visa, Master Card and American Express.

Mighty Grip and Lighting may request a Security Deposit for the full replacement of the equipment by authorizing a hold on your credit card. Mighty Grip and Lighting does not recommend the use of Debit Cards. Authorizing a hold on a debit card will result in the complete removal of the approved transaction amount from your account. There may be a delay depending on the issuing bank, in releasing the funds, once Mighty Grip and Lighting has released the transaction. Please consult with your bank to ensure the funds are returned to you in a timely manner.

CARDHOLDER NAME		COMPANY NAME	
CARD TYPE	CARD NUMBER	EXPIRATION DATE	3 OR 4 DIGIT CVV

CREDIT CARD BILLING ADDRESS	CITY	STATE	ZIP CODE
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CC HOLDER'S PHONE NUMBER

PLEASE PROVIDE A PHOTO COPY FRONT AND BACK OF YOUR DRIVER'S LICENSE AND CREDIT CARD ONTO AN ATTACHED SHEET.

I HEREBY AUTHORIZE MIGHTY GRIP AND LIGHTING TO CHARGE THE CREDIT CARD ABOVE FOR PAYMENT, SECURITY DEPOSITS, AND INSURANCE DEDUCTIBLES. I DECLARE THAT THE INFORMATION THAT I HAVE PROVIDED IS CORRECT. I HEREBY TAKE FULL RESPONSIBILITY FOR PAYMENT AND ANY MISSING OR DAMAGES THAT MIGHT OCCUR.

CARDHOLDER'S SIGNATURE	DATE
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RESALE CERTIFICATE - MULTIJURISDICTION

Issued to Seller: Mighty Grip and Lighting
819 NW 57th Street
Fort Lauderdale, FL 33309

I certify that:

Name of Buyer

Address of Buyer:

Is engaged as a registered (circle one): Retailer Manufacturer Rental Lessor Other

and is registered with the below listed states and cities within which your firm would deliver to us and that such purchases are for wholesale, resale, ingredients or components of a new product to be resold, leased or rented in the normal course of our business. We are in the business of wholesaling, retailing, manufacturing, leasing or renting the following:

Description of Business:

STATE	STATE REGISTRATION OR ID	STATE	STATE REGISTRATION OR ID	STATE	STATE REGISTRATION OR ID
AK		KY		NY*	
AL		LA*		OH	
AR		MA*		OK	
AZ*		MD		OR	
CA*		ME		PA	
CO*		MI		RI	
CT		MN		SC	
DC		MO		SD	
DE		MS		TN*	
FL*		MT		TX*	
GA*		NC		UT	
HI		ND		VA	
IA		NE		VT	
ID		NH		WA*	
IL		NJ*		WI	
IN		NM		WV	
KS		NV		WY	

I further certify that if any property so purchased tax-free is used or consumed by the firm as to make it subject to Sales or Use Tax, we will pay the tax due directly to the proper taxing authority when state law so provides or inform the seller for added tax billing. This certificate shall be part of each order, which we may hereafter give to you, unless otherwise specified, and shall be valid until canceled by us in writing or revoked by the city or state.

Under penalties of perjury, I swear or affirm that the information on this form is true and correct as to every material matter.

AUTHORIZED SIGNATURE (OWNER, PARTNER, OR CORP. OFFICER)

DATE

PHONE

*MUST PROVIDE COPY OF EXEMPTIONS FOR AZ, CA, CO, FL, GA, LA, MA, NJ, NY, TN, TX, & WA STATE