



Unit 11/78 Reserve Road, Artarmon, NSW.

Ph:02.9966.5554

After hour's emergency Mb's: 0418.415.129 or 0416.236.524

Please fill out the table below to help us supply you with exactly the equipment you require on the correct dates.

<b>Company Name:</b>	
<b>Address:</b>	
<b>Billing Email Address:</b>	
<b>Company Contact:</b>	
<b>Phone:</b>	
<b>Pick Up Date:</b>	
<b>Shoot Date:</b>	
<b>Return Date:</b>	
<b>Hire Equipment:</b>	
<b>When hiring screens – Will you require a frame, stand kit or similar?</b>	

<b>Credit Card Name:</b>	
<b>Card Type (No Amex or Diners):</b>	
<b>Credit Card Number:</b>	
<b>Expiry Date:</b>	
<b>Security Number:</b>	
I have read and agree to the attached Terms and Conditions and have supplied the above required information filled out to confirm booking.	<b>Signature of Hirer or authorized representative.</b>

Credit Card details are required upon collection of goods unless otherwise arranged with Texas Productions.



## A Note about the Lighting of Blue and Greenscreens:

Texas Productions will endeavour to supply screens with as close as possible colour match between screens. Sometimes the shade between screens will vary due to dye lot, age etc, but always remember you are just shooting a "colour value" - the actual fabric never appears on screen!

For the best results the screens need to be lit evenly and with the best possible colour saturation. Evenness is easily achieved using a soft light source and a wide beam spread (Kino Flo's are perfect). The best saturation of colour is achieved by using blue-spike lamps (420nm) on blue screens and green-spike lamps (525nm) on green screens. It's not so much about a perfect F-Stop value across the screen, but rather what produces the best saturation of reflected blue or green light. Using "White" light (eg unfiltered Blondies or Redheads) will actually throw a warm white/red cast on the screen, producing more colour variation in the fabric, and making for a more difficult key. Take the time to get your lamps to the correct colour temperature, or use Kino Flo Super Blue and Green tubes for the best results.

## Terms and Conditions of Hire.

### 1. General

The following terms and conditions constitute the entire agreement between you (the Hirer) and TEXAS PRODUCTIONS (the Owners). Unless otherwise agreed in writing by the Owners, these terms and conditions shall attach to all transactions between the Hirer and the Owners.

### 2. Hire Charges

The charges for rental shall be at the rates shown in the price list current at the commencement of the Hire,

or as negotiated with the Owner prior to the rental.

At any time the Owners reserve the right to alter rental charges, any discounts, and the contents of the catalogue without prior notice.

All invoices for rental are payable within 28 days of the date of the invoice.

### 3. Commencement and Termination of Hire

**THE HIRE COMMENCES ON THE DAY THE EQUIPMENT IS COLLECTED BY THE HIRER FROM THE OWNERS PREMISES IF BEFORE 3PM OR THE DAY FOLLOWING DESPATCH FROM THE OWNERS PREMISES IF COLLECTED AFTER 3PM AND CONTINUES UNTIL AND INCLUDING THE DAY THE HIRER RETURNS THE EQUIPMENT TO THE OWNERS PREMISES. NO CHARGE WILL BE MADE ON THE DAY OF RETURN IF PRIOR TO 10AM.** It is the Hirer's responsibility to inform the Owners of intentions to either terminate or extend the hire. Where equipment is being returned by carrier, the hire shall terminate when the equipment is received by the Owners. It is the Hirer's responsibility to obtain, from an authorised member of the Owner's staff, a written acceptance of receipt of the equipment when returned by the Hirer's own transport. If the equipment is not received at the Owners premises on or prior to the last day of the rental period, the period of hire shall be deemed to continue at the current price list daily rate.

### 4. Delivery and Collection

It is the Hirer's responsibility to collect and return the equipment.

**ALL EQUIPMENT MUST BE TRANSPORTED IN A COVERED VEHICLE.**

a) All packaging materials shall be chargeable if not returned or returned damaged at termination of hire.

b) No equipment shall be removed overseas unless the Owners prior agreement in writing has been obtained. It is the Hirer's responsibility to arrange and pay for delivery and return of the equipment and to obtain appropriate insurance cover based on the full replacement value of the said equipment. In addition, the Hirer shall continue to pay hire charges at the standard rates to cover the period of any and all delays that may occur during transit for whatever cause.

### 5. Acceptance Conditions

Acceptance of delivery of the equipment by the Hirer or his agent will be conclusive evidence that the said equipment has been examined and found to be complete in accordance with the manufacturer's description, in good order and condition, fit for any purpose for which it may be required and in every way satisfactory.

### 6. Indemnities

Any claim for damages by the Hirer against the Owners arising out of the Hirer's use of the equipment, shall be subject to the Owners admitting liability or being found liable for such damages be limited in amount to the total amount of the rental payments paid by the Hirer for the equipment to the Owners as at the date of the Owners receiving notification of any such claim. The Hirer shall be solely responsible for and hold the Owners fully indemnified against any loss or damage (excluding death or personal injury) to any property arising in

connection with any of the said equipment or as a result of the use thereof. The Owners shall not be liable for any loss other than death and personal injury that may arise out of, or in connection with, the failure of the said equipment for whatever reason. Save as provided by Law, the Owners exclude all warranties relating to the equipment and the Hirer's use thereof save as specifically stated herein.

### 7. Hirer's Obligations

The Hirer agrees with the Owners during the continuance of the contract of hire as follows:

- a) To permit the Owners or their authorised representatives at all reasonable times, to enter upon the premises or vessel where the equipment may from time to time be kept to inspect, maintain, repair and test the same.
- b) To repay to the Owners on demand all costs, charges and expenses incurred in any way by reason of any breach of these terms and conditions by the Hirer including, but not by way of limitation, all costs, charges and expenses incurred in ascertaining the whereabouts of the equipment.
- c) To keep the equipment in good condition and not subject to any misuse or wear and tear over and above that consistent with normal and reasonable use (including but not limited to use conflicting with the equipment manufacturers' recommendations).
- d) To preserve the Owners and manufacturer's identification numbers or mark or any nameplate that there shall be upon said equipment.
- e) To notify the Owners in writing immediately of any loss or damage of the equipment and, on demand, to reimburse the Owners in respect thereof within 30 days of the occurrence. The Owners shall continue to charge the Hirer the full cost of hire for the equipment until such payment is received. The Hirer shall be liable for the full cost of replacing the equipment.
- f) Not to sell, assign, let on hire or transfer the benefit of the hire contract in whole or in part or to part with possession of the said equipment or any part of it at any time during the hire.
- g) Not to make any alterations, modifications or adjustments or attempt any repairs or cleaning to the equipment without the written consent of the Owners.
- h) In the event of any breakdown or alleged defect in the equipment:
  - i) The Hirer shall give written notice to the Owners within 24 hours of the discovery of the alleged defect specifying the nature of the defect;
  - ii) The Hirer shall make no further use of the equipment alleged to be defective after the time at which the Hirer discovers that it is defective.
- j) The Hirer shall arrange insurance to cover risks of loss or damage to hire equipment during the period of the contract of hire.

### 8. Owners' Obligations

The Owners will maintain said equipment at no cost to the Hirer and will provide such service at the Owners premises during normal business hours save that the Hirer will be liable for the cost of any repairs necessary as a result of a breach of clause 7 i).

### 9. Conditions of Use

**The Hirer will, IN ITS USE OF THE SAID EQUIPMENT, OBSERVE ANY MANUFACTURER'S INSTRUCTIONS AND OTHER REGULATIONS THAT MAY BE ISSUED FOR THE PROPER USE THEREOF AND SHALL BE ENTIRELY RESPONSIBLE FOR ANY DAMAGE CAUSED TO THE SAID EQUIPMENT THROUGH FAILURE TO OBSERVE SUCH INSTRUCTIONS OR REGULATIONS OR FAILURE TO USE THE SAME IN A PROPER MANNER.** The Hirer will also take all reasonable and practical steps to ensure its use of the said equipment conforms with the terms and conditions laid down in the Occupational Health & Safety Act or any subsequent governing legislation. The Owners make the said equipment available purely for rental purposes and the Hirer has no purchase rights options regardless of the hire period.

### 10. Cancellation

Cancellation or part cancellation of any order, can only be accepted with the Owners consent in writing and on terms which indemnify them fully against loss.

**Please sign on front page to confirm you have read the above Texas Productions P/L Screen and Equipment Hire Terms and Conditions.**

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