

Custom Gunsmiths - Firearms & Accessories  
(212) 244-4040  
for Motion Picture & Stage  
(212) 947-1233

Tel.  
Fax

centrefirearms.co

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## TRANSACTION AGREEMENT

Transaction Number / Blanket Agreement Number:

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Company / Production:

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Date: \_\_\_\_\_

### 1. Lawful Use

We \_\_\_\_\_ (I),  
\_\_\_\_\_, are (am)  
obtaining certain items from Centre Firearms Co., Inc., and we agree that they will at all times used and operated in compliance with all lawful acts, rules, regulations and orders of any judicial, legislative, or regulatory or enforcement body having power to regulate or supervise the possession or use of these items, and, in general, in compliance with all licenses, certificates, permits, and other approvals and consents required by federal, state, county, municipal or foreign laws and regulations, as well as in accordance with all guidelines, policies, business or patent licenses and/or consents, procedures or regulations of any kind, in connection with our possession, maintenance, use, operation, control, loss, damage, destruction, removal, return, or other disposition of such items.

### 2. Statement of Use

These items will be used exclusively for the specific production and/or filming purposes disclosed to you, and only by duly authorized nor designated individuals we have indicated to you, and for whose proper training and supervision we shall assume full responsibility. We acknowledge that **YOU MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS AS TO ANY MATTER WHATSOEVER INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THESE ITEMS.** We also acknowledge that you shall not be liable to us or to any other party

for any defects, either latent or patent, in the items, or for any direct or consequential damage or loss of any kind whatsoever, and that you shall not be liable for loss of use of the items or for any interruption in our business occasioned by our inability to use the items for any reason whatsoever.

### **3. Indemnification**

We have been advised by you of safety considerations and have received instruction and precautionary information pertinent to the safe handling, operation, and control of all such items, based upon our disclosure of intent provided to you for the purposes of this transaction. Furthermore, we acknowledge that we are receiving this merchandise in good condition, and that it is in proper and safe operational order and functions as it is intended to. We also agree to indemnify and hold you harmless against all claims, losses or damages of any kind arising out of our possession, maintenance, use, operation, control, loss, damage, destruction to property or injury to any person, including without limitation, strict liability in tort, or arising out of our breach of any of our agreements contained in this Transaction Agreement, or arising out of any matter whatsoever in connection with any merchandise or service obtained from Centre Firearms Co., Inc.

### **4. Additional Transactions**

We also understand and agree that the conditions and terms of this Transaction Agreement apply to and hold force over all subsequent or extended rentals for this production or use, as well as for any subsequent sales, purchases, repairs, exchanges, acquisitions and dispositions, as well as for any and all deposits, payments, security, and any and all transactions of any kind whatsoever which are connected with, derived from, consequent to or in any way associated with or arising out of the original business conducted with Centre Firearms herein occasioned and reflected, manifest and implied. This Transaction Agreement will serve as a Blanket Agreement covering all our dealings whatsoever with Centre Firearms which are connected to, derived from, or in any way or manner associated with the production, activity, use, occasion or possession from which this transaction arises.

### **5. Proprietary Material**

In addition, we acknowledge that certain blank-firing semiautomatic pistols obtained from Centre Firearms Co., Inc., are proprietary and are offered to and used by us pursuant to this Transaction Agreement for the

sole purpose of use and operation in creating weaponry blank-fire in connection with the making, producing, and/or filming of the subject theatrical or photographic production. We further acknowledge that the technology, rights and privileges granted by this Transaction Agreement as well as the rented material are not transferable to any other party.

## **6. Authorized Agent**

I attest that I am the duly authorized agent of the aforementioned company, and am empowered by it to transact such business with Centre Firearms Co., Inc., and to execute all documents and make all statements herein contained or implied.

## **7. Credit Card Use**

Should this transaction, or additions to this transaction, or purchases or additions subsequent to and in any way connected to this transaction be conducted on the basis of a credit card, whether by rental, purchase, deposit against damage, loss destruction of the merchandise, or by security against payment, I authorize Centre Firearms Co., Inc., to use my credit card, or the credit card which has been presented and which I am authorized to use, for against all such charges in accordance with its normal business practices.

## **8. Replacement Value**

I understand and acknowledge that in the case of loss, damage, or destruction of rented merchandise the replacement or reconditioning cost will be determined at Centre Firearms' sole discretion, and such charges shall be tended within 30-days of invoicing irrespective of any insurance carrier or provisions we may have engaged.

## **9. Credit Card Security Deposits**

If a credit card is used as a security deposit, I understand and acknowledge that in the event of loss, damage, or destruction of rented merchandise the amount therein charged or held as security may not represent the full replacement or reconditioning cost, which will be determined at Centre Firearms sole discretion. Furthermore, I, as an individual lessee, or the Company as lessee, will be responsible for such charges, and I authorize Centre Firearms to use my credit card, or the credit card I have been authorized to use, in satisfaction of these charges.

## **10. Lost or Damaged Merchandise**

In the case of a rental transaction, regardless of deposit or other payments, I understand and acknowledge that, I as an individual lessee, or the company as lessee, are responsible for any rental charges of any item which may have been lost, damaged, or destroyed for the duration of the period prior to my restitution to Centre Firearms of such loss, damage, or destruction. I acknowledge that these rental charges are exclusive of any replacement or reconditioning costs which Centre Firearms may deem necessary.

If my credit card, or the credit card which I am authorized to present, is used for any of the purposes described above, unless other arrangements have been agreed upon, I acknowledge that this credit card may be used in satisfaction of any outstanding charges whatsoever in conjunction with this transaction.

## **11. Credit Card Replacements**

In the event of loss, cancellation, invalidation, or replacement of the credit card or credit card account presented in connection with this transaction, I authorize Centre Firearms to use any subsequent or replacement credit card or credit card account issued to me as an individual lessee, or to the company as lessee, in satisfaction of any and all charges reflected herein. I as individual lessee, or the company as lessee, assume all financial responsibility contained or implied in this Transaction Agreement whether on the original credit card presented or on any subsequent or other credit card or account which I as individual lessee or the company as lessee may hold.

## **12. Truant Payment**

Truant accounts will be subject to a finance charge of 1.5% per month (18% per annum).

## **13. Rental Periods**

I acknowledge that rentals are conducted on a weekly (7-day) basis beginning at the time of removal or shipment of merchandise from Centre

Firearms premises and ending at the return in good condition thereto, and will include all shipping or in-transit periods.

#### 14. Entirety of Agreement

This agreement contains the entire understanding between the parties, including representation, and may not be modified except by another agreement in writing, signed by both parties to this agreement.

**I have read and understand the above Agreement.**

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Signature of Authorized Agent or Individual

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Printed Name of Authorized Agent or Individual

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Title and Company Name (Print)