

# B3K

## EXCEPTIONAL EQUIPMENT

### Terms and Conditions

1. "The Lessee", is the named client in the header of any rental contract, has accepted the equipment described on any rental contract from B3K Digital, hereinafter called "The Lessor", during the stated rental period (see note 10), and acknowledges the equipment is in good condition for rental. Rental rates, as stated, are hereby agreed upon by both parties, and The Lessee agrees to pay, as invoiced, for equipment rented on any contract. Prices are subject to change without notice.
2. All rentals are subject to a deposit equivalent to the full replacement value of the equipment, deposits must be made using a valid and accepted credit card.
3. All C.O.D orders are subject to a credit card pre-authorization deposit, the amount to be determined by The Lessor. All preauthorizations are to be done in-store, or via faxed form (allow 2 days for bank to authorize), and the rental contract must be made out in the name of the card holder, who thus accepts all liability. All C.O.D. orders must be paid in full upon return. If paid by cheque (at the Lessors discretion) a credit card deposit will be held until the cheque has cleared our bank. Allow 10 days. Charges will be processed on the credit card if no other payment arrangements have been made. Your signature, as attached to the front of any contract, gives your consent to charge rental, loss, or repair fees to your card.
4. The Lessee is responsible for loss or damage due to accident, negligence, theft, improper installation, improper handling, and/or operation of all equipment. The Lessee is responsible for the equipment being returned in its original operating condition. Any loss or damage to the equipment will result in the forfeit of The Lessee's deposit and/or a billing to its account. Replacement costs to be determined by The Lessor, solely, and The Lessor is under no obligation to purchase used equipment of similar age to replace lost or damage equipment. Further, The Lessee agrees to pay for lost rental revenue, in the event it is deemed warranted by The Lessor, as a result of misuse, damage, or loss by The Lessee.
5. The Lessee has accepted the equipment described on this rental contract from B3K Digital during the stated rental period and acknowledges the equipment is in good condition for rental.
6. The Lessee is responsible for all loss or damage to the rented equipment, including damage caused by improper installation, improper handling, and/or operation, with exception to mechanical failure due to normal wear and tear.
7. It is the Lessee's responsibility to ensure the rented equipment is used properly and returned in its original operating condition.

8. If any rental piece is not functioning while in the Lessee's possession, B3K Digital must be notified immediately. Failure to notify B3K Digital prior to returning the equipment may result in additional charges.
9. The Lessee is liable for the current retail value of the equipment in the event of loss, and/or the cost of repairs in the event of damage.
10. The Lessee will hold B3K Digital harmless against any claims resulting from damage to film or digital materials or other liability of any kind resulting from the use of the equipment by The Lessee.
11. The Lessee shall insure all equipment, and provide proof of adequate insurance coverage at any time should The Lessor so request. If proof of adequate insurance is requested and not provided, the Lessor reserves the right to charge a non-refundable Risk Surcharge at a rate to be defined, and/or reserves the right not to enter into a contract with the Lessee. No equipment may be transported and/or shipped out of the province of Ontario, Canada, without specific written permission from The Lessor. Title to the equipment shall remain in The Lessor and The Lessor shall retain the right to terminate the lease and recover possession of the equipment at any time.
12. In general, rates are based on a 24-hour period that commences with the receipt of goods. For example, a rental picked up AFTER 3:00pm Monday would be due back by noon Wednesday for a one day rate. If picked up BEFORE 3:00pm, this same rental would be due back by close of business Tuesday. Weeks are either defined as 3-days or 4-days, depending on the equipment, and this defines how many days goods are charged for in a 7-day period. Weekends are treated as a 1 Day Rental. The Lessor is obligated to charge HST
13. Return Date: All rental contracts must include a Start Date and an End Date. If a rental concludes EARLIER than the contract indicates, it is the obligation of the Lessee to return the equipment, effectively halting the contract. Failure of The Lessee to contact the Lessor at the end of the equipment use will cause the contract to remain in force until we are contacted. This will result in additional rental charges, as charges are levied for the duration of possession, NOT the duration of use. If a return date is provided and quoted on the contract, and the rental extends past this date, additional charges will be levied for that additional rental period, or depending on obligations of the Lessor, the extension may be declined. If the extension is declined the equipment is expected to be made available to the Lessor immediately. Again, the obligation is on The Lessee to contact The Lessor with regards to early termination or extension requests.
14. Signing authority for the contract is taken to be any person, however employed, who states or represents themselves to be an authorized agent of The Lessee.
15. This agreement shall be made pursuant to the laws of the Province of Ontario, Canada.
16. Rental agreements are closed upon completion of audit. Shortages or damage uncovered during an audit will be charged to The Lessee's credit card. Presentation of an invoice or bill upon return DOES NOT constitute conclusion of Terms and Conditions of the contract.
17. Purchase order numbers and/or Job numbers will be noted by The Lessor, if they are provided to us. Failure of The Lessee to provide such reference number(s) does not constitute a waiver of The Lessee's obligation to the charges incurred on any rental contract.