

Equipment Rental Agreement

This Equipment Rental Agreement (“Lease”) is made effective by initialling or signing any part or pages in this form between the Renter and Budget Camera Studio Inc (BC Studios). By initialling or signing this form, the user agrees to be bound by this Equipment Lease Agreement and all the Terms and Conditions therein, whether the user has read them or not. BC Studios may at any time and by its sole discretion modify this Equipment Rental Agreement and all the Terms and Conditions therein. By initialling or signing any part of this form, the Renter indicates acceptance of the modified Terms and Conditions. This agreement is valid for 1 year and must be renewed if the renter wishes to continue renting equipment from BC Studios.

1. Intent

As a renter of another person’s movable property, you must adhere to the following Terms of Service (TOS). Should these terms not be respected, the renter will be held responsible for the costs associated with the loss or damage to the rented movable property.

You, as a renter, will be responsible for the costs associated with the loss or damage to the rented movable property if the loss or damage was caused by:

- Corrosion, rust, rodents, insects, vermin, dampness of atmosphere, staining or freezing.
- Artificially generated electrical currents to electrical appliances or devices (including wiring).
- Attempting to fix, update, adjust or service the rented movable equipment deemed to be damaged.
- Neglect to use all reasonable means to save and preserve the rented movable equipment at and after any disaster, or when you have notice of an impending disaster.
- A criminal or willful act or omission.
- Any act committed or conspired to commit with the intent to cause loss or damage to the rented movable equipment.
- Any actual or alleged spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of pollutants.
- Seizure or confiscation for breach of any law or by order of any public authority

2. Disclaimer

Every effort is made to ensure that descriptions and prices are correct. BC Studios reserves the right to correct errors as needed. All prices and availability are subject to change without notice.

3. Lease

BC Studios hereby leases to Renter; Renter hereby leases from BC Studios, the following described equipment (“Equipment”): shown in the “invoice or cart” area during checkout and reservations.

4. Term

This Agreement shall commence on the Effective Date and remain in full force and effect until the Equipment is returned to BC Studios. This agreement is valid for 1 year and must be renewed if the renter wishes to continue renting equipment from BC Studios. Renter shall return the Equipment on the end date stated next to each item on the invoice, unless terminated earlier consistent with the terms herein.

5. Late Returns

The late returns penalty is 50% daily rental rate after 2 hours is exceeded from the due return period, and a full-day rental rate after 4 hours is exceeded. Any penalties will be charged to the Renter’s method of payment on file with BC Studios.

- a) In the event the rental is not returned 7 days after the due date and BC Studios has been unable to collect the applicable penalties, the equipment will be considered stolen, and the Renter’s form of payment will be charged the full replacement value of the Equipment.
- b) If BC Studios is unable to collect penalties or the replacement value of the equipment after 7 days, the Renter shall be considered to be in Default.
- c) BC Studios reserves the right to pursue all civil and criminal remedies in the case of unreturned or lost equipment.

6. Use

Renter shall use the Equipment in a careful and proper manner and shall comply with and conform to all applicable laws, ordinances, and regulations in any way relating to the use or possession of the Equipment.

7. Cancellation by Owner

BC Studios reserves the right to cancel any order, for any reason, at any time before delivery occurs.

8. Ownership

The Equipment remains at all times the sole and exclusive property of BC Studios. The Renter has no rights or claims to the Equipment. BC Studios makes no claims to images, video, or sound recordings made by the Renter while using the Equipment.

9. Damaged or Modified Equipment

Renter shall keep the Equipment in good condition.

Renter shall not materially modify or alter any part of the Equipment, including hardware or software.

- a) In the event of any form of modifications, Renter will be responsible for all reasonable costs of Leaser's in restoring the Equipment to its normal condition.
- b) Renter assumes and shall bear the entire risk of damage to the Equipment from any cause, during the term of the Lease.
- c) Unless pre-existing damage is reported to BC Studios at the time of pick-up, after Renter takes possession of the Equipment, it is assumed that any damage to the equipment occurred during the term of the Lease.
- d) In the event of damage, the Renter is responsible either for replacing the item with a New Unit of the same product or paying the reasonable cost of repairs or replacement. If the item is not repairable, the Renter is liable to pay the full Replacement Value of the Equipment.
- e) Renter's form of payment shall be charged the amount of repair expenses owed to BC Studios. If the Renter's form of payment cannot be successfully charged within 24 hours, the Renter shall be considered to be in Default.
- f) At BC Studio's discretion, a cleaning fee may be charged if any of the following must be removed from the equipment upon return:
 - Smoke
 - Mud or dirt
 - Chalk or powder
 - Sand

- Any other matter that must be removed from the Equipment before it is placed back in BC Studio's inventory

10. Loss of Equipment

Renter assumes and shall bear the entire risk of loss of the Equipment from any cause during the term of the Lease.

- a) Lost or Stolen Equipment – In the event that the Equipment is reported by Renter to be lost or stolen during the term of the Lease, Renter is liable to BC Studios for the replacement value of the Equipment.
- b) BC Studios shall charge Renter's form of payment the amount owed for replacement of lost or stolen Equipment.
- c) If the Renter's form of payment cannot be successfully charged within 24 hours, the Renter shall be considered to be in Default.
- d) Unreturned Equipment – If the Equipment is not returned within seven days of expiration of the term of the Lease, the Renter shall be liable for the replacement value of the Equipment.
- e) In case of a dispute over whether the Renter returned the Equipment:
 - i. If Renter used alternate shipping method, not arranged in advance by the parties, and the Equipment is subsequently lost in transit, the Equipment is considered unreturned.
 - ii. Owner shall charge Renter's form of payment the amount owed for replacement of the unreturned Equipment.
 - iii. If the Renter's form of payment cannot be successfully charged within 24 hours, the Renter shall be considered to be in Default.

11. Default

In the event of default, all amounts owed by Renter to BC Studios are immediately due.

- a) In the event of default, Renter shall be responsible for any reasonable expenses of BC Studios in attempting to recover the amount owed from the Renter, including collection fees and attorney's fees.
- b) BC Studios reserves the right to pursue all available civil and criminal remedies against Renter, including but not limited to: recovering possession of the equipment, obtaining from Renter's form of payment any amounts owed, hiring outside debt collection firms or

private investigators, filing of criminal charges, and any civil remedies available. These remedies are not exclusive.

12. Missing Accessories

In the event of any missing accessories (caps, hoods, tripod rings, bags, etc.), Renter is fully liable to BC Studios for the replacement cost of the missing items.

13. Liability

BC Studios does not assume, and the customer indemnifies BC Studios against any liability or claims resulting from the use or malfunction of the equipment. Renter assumes all liability that may arise from use or failure of the equipment.

14. Malfunctioning Equipment

In the case of malfunctioning Equipment, BC Studios only liability to Renter is for the portion of Rent applicable to the time period that the Equipment was non-functioning. BC Studios shall not be responsible for any consequential or incidental damages resulting from malfunctions.

15. Taxes or Duties

The Renter agrees to keep the Equipment free of any taxes, duties, liens, or other encumbrances. In the event such are levied against the Equipment, renter agrees to reimburse BC Studios in full for those charges.

16. Ownership

The Equipment remains at all times the sole and exclusive property of BC Studios. The Renter has no rights or claims to the Equipment. BC Studios does not have or make any claim to images, video, or sound recordings made by the Renter while using the Equipment.

17. Severability and Governing Laws

This represents the entire agreement between BC Studios and Renter. If any portion of this agreement is found unenforceable, it will not affect the remainder of the agreement, which shall remain valid and enforceable. The agreement shall be enforced according to the laws of the provinces of Ontario and Canada.

18. Acceptance of Agreement

If you place an order through our website, over the phone or physically, you automatically agree to the Rental Agreement.

Renters Details

Full names as written on their government ID

Company name

Email

Phone No.

Residential or Office address (Must match the address on your government ID or utility bill)

Facebook, Instagram or LinkedIn (Please provide any or all of these)

Verifiable Alternate Contact

Relationship (Example: Mother, friend, colleague, spouse)

Full names as written on their government ID

Email

Phone No.

Residential address

Renter's Signature