

Thank you for wanting to create your new account with us at Ontario Camera. Please Read in full for proper account set up.

Kindly find in this PDF, your lease agreement and Credit Card authorization for a New account.

What we Require:

- These account forms signed in the same name as will be on any insurance forms for rentals - you can send us a Certificate issued to **Ontario Camera Corp** (address is on the top of the Quote)
- Full billing address on the top page of account contract form, Including City and Postal/Zip
- Top of all pages need to be initialed - as indicated
- Credit Card and ID scans need to be on file with any account - Scans of the front and back of both cards. This is for security. Can be done in person at your first pick up or sent ahead of time and will be checked again at first pick up (Company set ups are the only exception here)
 - Canadian Drivers, Photo Resident ID, or Passport are valid ID's
 - All International accounts need to have a Passport ID on file
 - Can not be an expired ID for a new account
- First rental needs to be paid with the same credit card (Must be a valid credit card, no visa debit or pre-paid cards) placed on the file at first pick up or before (for companies) - Subsequent rentals can have other forms of payment used, or PO'd and a check sent for payment. (**Companies** - Net 30 needs to be requested and approved. Otherwise cheques must be sent same day as final invoice.)
- Authorized Rep information can be skipped if signing a personal account but should be used by companies to indicate an individual who is allowed to call in for rentals on behalf of the company name/ account. If more than one rep will be calling please provide a full list of names and contact info directly to Ontario Camera along with these forms.

Insurance:

- Rentals with a replacement value of \$5,000 or more require insurance. Insurance can be provided for any rentals under this amount and Ontario Camera has the right to request insurance for lesser replacement value orders.
- Any Damages or loss of equipment on orders without insurance will be sole responsibility of the renter on the agreement.
- Damages with Insurance policies, are the responsibility of the renter to follow up with their broker for payments to be made in a timely manner.

When Making Rental Orders:

- Please Email a full equipment list with shooting dates (Default Pick up will be set for Afternoon before Shoot Start, and return for Morning after Shoot End) If you need certain timing for any pickup or drop offs, please specify in email. Feel Free to follow up with phone calls if quote not received after a reasonable amount of time.
- Quotes sent but not replied to be confirmed in emails may not be made into bookings. Please always confirm rentals via email or your request may not be available at the pick up.
- Please try to provide sufficient time for rental cancelations. Any charges OC incurs for sub rentals will need to be charged to client for time and loss of business for the Sub rental company



ONTARIO CAMERA CORP

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Email: ontariocamera@gmail.com

EQUIPMENT RENTAL AGREEMENT

THIS AGREEMENT made at Toronto in the Province of Ontario the _____ day of _____, 2019 by and between **ONTARIO CAMERA CORPORATION**, hereinafter called "the Lessor" and ACCOUNT HOLDER NAME, hereinafter called "the Lessee".

WITNESSETH: That the Lessor and the Lessee have mutually agreed as follows:

LESSEE'S FULL LEGAL NAME: _____

FULL BILLING ADDRESS: # STREET, CITY, COUNTRY, POSTAL

TEL: (___) ___ - ___ ___ EMAIL: _____

AUTHORIZED REPRESENTATIVE: _____

TEL: (___) ___ - ___ ___ EMAIL: _____

TERMS AND CONDITIONS

The Agreement is subject to the terms and conditions as hereinafter set forth below and on the reserve sides, all of which form part of the rental agreement and the Lessee acknowledges to have read and agreed to be bound hereby.

- LEASE TERM** The Lease Term shall commence on the date of the rental term upon this agreement being signed between the parties and that the Equipment be collected from the Lessor and shall continue until the date that the Equipment be returned or the date when the Equipment is in fact returned to the Lessor (whichever is later).
- RENT** The Lessee shall be liable for Rent payable to the Lessor under this Agreement in respect of the duration of the rental period. Unless otherwise specified in writing, full daily rates shall be charged

for each day of the rental period thereof that the Equipment has not been returned. A full day's rental will be charged for any Equipment not returned by 10:00 am. Unless otherwise agreed by the Lessor, cancellation of any booking of Equipment within 24 hours of the commencement of the Rental period will incur the forfeiture of the entire amount of the Security Deposit.

3. **SECURITY DEPOSIT** Prior to taking possession of the Equipment, the Lessee shall deposit with the Lessor a security deposit for the performance by the Lessee of the terms under this Agreement and for any damages caused by the Lessee or its agents to the Equipment during the rental period. The Lessor may use part or all of the security deposit to repair any damage to the Equipment caused by the Lessee or its agents. The Lessee shall not apply or deduct any portion of any security deposit from the last or any month's rent nor use or apply any such security deposit at any time in lieu of payment of rent. If the Lessee breaches any terms or conditions of this Agreement, the Lessee shall forfeit any deposit, as permitted by law.
4. **PAYMENT** The Customer's obligation to pay the Rent is absolute and unconditional. The Lessor will provide invoices to the Lessee setting out the Rent required to be paid and the due date of each rental payment if applicable in relation to the rental of the Equipment under this Agreement. The Lessee is responsible for the payment of all applicable taxes including HST, transport charges, duties, levies, broker fees and all other costs.
5. **RECEIPT AND INSPECTION** The Lessee acknowledges that it has inspected the Equipment and all the accessories, devices, software and materials used to connect the Equipment, if any, prior to taking possession thereof, and has finds them in good working order and repair, and suitable for Lessee's needs. The Lessee will have the opportunity to prep the equipment at the Lessor's rental facility. The Lessee is considered to have taken delivery of the equipment once the "prepping" has begun regardless if this is done on the Lessor's premises. The Lessee is also responsible for any damage the Lessee causes to the equipment, premises or persons as a result of the Lessee's prepping activity. At all times during the Equipment rental, the Lessor shall have the right to inspect and/or observe its use of rented equipment and the Lessee shall provide the Lessor with access to the Equipment's location. Any breach of this provision shall be deemed a material breach of this Agreement and entitle the Lessor to any of its remedies herein.
6. **NO WARRANTIES** THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESSED OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE CONDITION OF EACH ITEM OF EQUIPMENT, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE., TO RETURN THE EQUIPMENT OR ANY OTHER OBLIGATION UNDER THIS AGREEMENT. NO DEFECT OR UNFITNESS OF THE EQUIPMENT WILL RELIEVE THE LESSEE OF THE OBLIGATION TO PAY RENT. THE LESSOR AGREES TO DISCOUNT OR REPLACE ANY EQUIPMENT THAT BECOMES UNFIT WITHOUT DIRECT DAMAGE BY THE LESSEE DURING RENTAL TERM.
7. **DELIVERY OF EQUIPMENT** Unless otherwise provided, the Lessee is responsible for the delivery and transportation of the Equipment to and/or from the Lessor's place of business and any location agreed upon and bears all costs (transportation charges, taxes, duties, broken fees, bonds, insurance

and any other costs) incurred during transit. The Lessor has discretion as to the method of delivery and the Lessee must, at all times, bear the risk and the cost of delivery. The Equipment will be deemed to be free from damage and defects at the time the Lessee takes possession unless otherwise agreed. The Lessor is not responsible for any delay or default by the Lessee, the carrier, or any third party in the pickup, delivery, shipping or storage of the Equipment.

8. **USE AND MAINTENANCE OF EQUIPMENT** The Lessee agrees to use, operate, maintain and store the Equipment with due and professional care in the manner for which the Equipment is intended and in compliance with manufacturer's requirements, recommendation and specifications including but not limited to any warranty restrictions, applicable insurance requirements, copyright and in strict accordance with all applicable laws. The Lessee guarantees that the Equipment shall only be used by the Lessee or the Lessee's duly authorized employees or contractors who possess the appropriate qualifications, skills and experience. The Lessor shall have no responsibility for the conduct of any of the operators of the Equipment whether or not they are agency clients of the Lessor and the supervision of and responsibility for the operators remains always the Lessee's responsibility. The Lessee shall retain exclusive control and custody of the Equipment and shall adopt such precautions, security and other measures as are reasonably necessary and appropriate to protect the Equipment from loss, damage or deterioration during the rental period. Unless otherwise provided in this Agreement and/or with the Lessor's prior written consent, the Lessee shall not remove the Equipment from Canada nor shall the Lessee make any alterations, additions or improvements to the Equipment including but not limited to the removal of serial numbers and the Lessor's logos. In the event the Lessee uses any equipment or components from any other provider (for example, personal gear, batteries or power cables) together with the Lessor's Equipment, then the Lessor shall not be responsible for any equipment malfunction or damage of any kind resulting from such use. Lessee will take reasonable precautions in regard to the use of the Equipment to protect all persons and property from injury or damage. The Lessee shall not allow the Equipment to be used on any abnormal or hazardous assignment without prior written permission of the Lessor. This includes but is not limited to environments where the equipment could be affected by atmospheric or environmental corrosion, including volcanic or salt laden atmospheres, sandy, dusty, salt water or fresh water environments, and on boats or over water.
9. **RETURN OF EQUIPMENT** At the expiration of the rental term, the Lessee will return the Equipment together with all accessories, free from all damages and in the same condition and appearance as when received by the Lessee. Equipment will be deemed to be "lost" when Lessee has failed to return the Equipment to Lessor within three (3) days of expiration of the rental period. Late returns are subject to an interest at ten percent (10%) per annum and an additional late fee of one fifth of the three (3) day rate per day. After thirty (30) days, Lessee will pay to the Lessor the replacement cost of the Equipment. TIME IS OF THE ESSENCE of this agreement.
10. **ADDITIONAL EQUIPMENT** Additional Equipment may from time to time be added as the subject matter of this Agreement as agreed on by the parties. Any additional property will be added in an amendment describing the property, the rental, and stipulated loss value of the additional Equipment.

11. **LOSS AND DAMAGES TO EQUIPMENT** Once the Lessee have taken delivery of the Equipment, the Lessee is responsible for all loss, damage or destruction of the Equipment including but not limited risk or loss at the Lessor's premises, in transit, loading, unloading or in storage at any and all named and unnamed locations. If the Equipment is lost or damaged, the Lessee will provide the Lessor with prompt notice of such loss or damage and allow Lessor to charge Lessee's credit card or notify the insurance company of the Lessee for the full cost of repair of said damaged Equipment. Lessor expressly reserves the right to choose the repair method and venue within reasonable market value terms. The Lessee will be responsible for all repair costs for any damaged or malfunctioning Equipment, including any cost incurred due to business interruptions for set equipment. Rent due pursuant to this clause shall accrue at the initially contracted rate. The Lessee hereby agrees that the Lessor shall be subjected to any recovery rights the Lessee may have for damage to the Equipment leased.
12. **STORED DATA** The Lessee agrees to ensure that the Equipment is returned to the Lessor clear of all content or other data of any kind acquired during the rental period, such that the Equipment is returned in a state that is suitable for subsequent immediate lease following the rental period. The Lessee is solely responsible for protection and back up of the Lessee's data and the Lessor has no obligation or liability for taking, or failing to take, any action with respect to such content or data.
13. **TITLE TO EQUIPMENT** This Agreement only gives the Lessee the right to use the Equipment consistent with the terms of this Agreement. The Lessee shall not sell, mortgage, pledge or otherwise convey an interest in the Equipment, or subject it to any lien, encumbrance or legal process. Upon the Lessor's request, the Lessee will promptly execute one or more standard statement(s) as reasonably required to evidence the Lessor's ownership of the Equipment under this Agreement.
14. **SALE OR ASSIGNMENT BY THE LESSOR** The Lessee hereby acknowledge that the Lessor has the right to sell, encumber or otherwise assign the Lessor's right in this Agreement or the Equipment to a third party. In the event of such an assignment by the Lessor, the Lessee agrees to promptly execute such documents as may be reasonably requested by the Lessor or its assignee to evidence, acknowledge, secure and complete such assignment. Notwithstanding The Lessor's rights to enter into an assignment, no such assignment shall interfere with the Lessee's use of the Equipment under this Agreement. No such assignment shall relieve the Lessee of the Lessee's obligation to the Lessor or its assignee under the Agreement. In the event of an assignment, the Lessee shall, upon the Lessor's written request, pay any and all amounts due under the Agreement to the Lessor's assignee and/or the Lessor in the manner specified in such request.
15. **INSURANCES** By entering into this Agreement, the Lessee agrees to hold the following insurances:
- (a) Property: The Lessee shall, at its own expense, maintain at all times during the term of this Agreement, all risk perils property insurance ("Property Insurance") covering the Equipment from all sources including coverage for, without limitation, (i) theft by force, by fraudulent scheme and/or "voluntary parting; (ii) mysterious disappearance and (iii) loss of use of the Equipment. Coverage shall begin from the time the Lessee or its agents pick up or begin prepping the Equipment at its place of business, or take delivery of the Equipment, whichever is applicable, and shall continue until the time the Equipment is returned to and accepted by the Lessor. The Property Insurance shall be

on a worldwide basis with respect to the Equipment and shall cover all risks of loss of, or damage or destruction to the Equipment and shall, in no event, be less than \$1,000,000. The insurance shall name the Lessor as loss payee, and expressly provide that the Lessor's rights shall not be affected by any act or neglect or breach of condition by the Lessee. (b) Liability: The Lessee shall at all times maintain liability insurance ("Liability Insurance"), including coverage for the operations of independent contractors and standard contractual liability coverage. The Liability insurance shall name the Lessor as an additional insured and such insurance shall remain in effect during the course of this Agreement, and shall include, without limitation, (i) Commercial General Liability: \$1,000,000 per occurrence & annual aggregate of \$2,000,000. Standard contractual liability, personal injury liability, completed operations, and product liability shall be included. (ii) Foreign Liability (if filming outside of USA or Canada): \$1,000,000 per occurrence limit. (iii) Aircraft Liability (if filming from an aircraft): \$5,000,000 per occurrence limit. The Lessor provides no liability insurance coverage for any equipment. All insurance required by this Agreement shall be written by insurers licensed to do business in Canada with experience insuring film production acceptable by the Lessor. The Lessee shall provide the Lessor with a Certificate of Insurance before any Equipment is rented. No insurance will be cancelled during this Agreement, nor may any be materially modified or reduced upon less than 30 days prior written notice to the Lessor. They must cover any rent charges incurred while Equipment is lost, damaged or destroyed. Should the Lessee fail to procure or pay the cost of maintaining in force the insurance specified herein, or to provide the Lessor upon request with satisfactory evidence of the insurance, the Lessor may, but shall not be obliged to, procure the insurance and the Lessee shall reimburse the Lessor on demand for its costs. Lapse or cancellation of the required insurance shall be deemed to be an immediate and automatic default of this agreement.

16. **INDEMNITY** The Lessee assumes all risk of loss or damage to the Equipment or resulting from its inspection, shipment, or use for the duration of the rental term. The Lessee hereby indemnifies and holds harmless the lessor, including its owners, directors, agents and employees, from and against any and all loss, damage, claim, or liability of any kind or nature whatsoever, including legal expenses, arising from the condition (including, without limitation, latent and other defects), use, or operation of the Equipment, or any malfunction of any kind during the rental term. This indemnification shall survive this Agreement for any and all causes or events arising during its term.
17. **DEFAULT** Each of the following described events or circumstances shall constitute an event of default ("Event of Default") hereunder: (i) default by the Lessee in the payment of Rent under this Agreement if such failure remains uncured for THREE (3) days after the due date therefor; or (ii) breach of, failure to perform or observe any of the terms, covenants or conditions of this Agreement when due; or (iii) the Lessee assigning or attempting to assign the Equipment or any interest therein as security or otherwise, or (iv) any lien or encumbrance being placed against any item of the Equipment by any person or entity claiming rights against the Lessee; or (v) the Lessee becoming insolvent or executing an assignment for the benefit of creditors; or (vi) a voluntary or involuntary petition in bankruptcy being filed by or against the Lessee; or (vii) the Lessee misusing, mishandling or damaging the Equipment and/or refusing to provide the Lessor access to inspect it; or (viii) the

Lessee attempting to remove the Equipment from Canada without the Lessor's prior written consent; or (ix) any legal process of any kind being initiated with respect to the Lessor's Equipment.

18. **REMEDIES OF THE LESSOR** Without notice to or demand upon the Lessee, the Lessor shall have the right (but not the obligation) to cure or attempt to cure any Event of Default, at any time and in the name of the Lessee or the Lessor. At any time after an Event of Default, the Lessor may exercise, but is not obligated to exercise, any one or more of the following remedies, in whole or in part and separately, consecutively or concurrently the following remedies: (i) declare the entire amount of rent payable under this Agreement to be immediately due and payable from the time of breach; or (ii) sue for and recover all Rent or other sums due or payable under this Agreement; or (iii) take possession of the Equipment without demand or notice and without liability for trespass or other damages in connection with such taking, the exercise of any of the foregoing remedies not amounting to a termination of this Agreement unless the Lessor notifies the Lessee thereof in writing; (iv) the lessor may terminate this Agreement at its reasonable business discretion, and may recover from the Lessee the difference between any Rent which would have accrued for any continued rental period and the rent the Lessor may actually receive from re-renting such Equipment(if any); and (v) the lessor may pursue any other remedy at law or in equity, and all such remedies are cumulative and may be exercised concurrently or separately. In the event the Lessor is required to take any legal or other action to enforce this Agreement or secure payment for damages or lost Rent, including arbitration or any other form of alternative dispute resolution, the Lessor shall be entitled to recover legal fees, expert witness fees, and all other costs of such action(s), regardless of whether the Lessee or its insurer is held ultimately responsible for the Lessor 's damages or loss.
19. **NO SUBLEASE** The Lessee warrants that the Lessee will not sub-rent or sublease any of the Equipment without the Lessor's prior written consent.
20. **WAIVER** Any waiver by the Lessor of any term or condition of this Agreement must be in a writing signed by the Lessor in order for it to be effective. Any waiver is limited to the specific circumstances, place and time identified therein, and shall not be applicable to any other circumstances, place or time.
21. **ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties regarding the transactions to be performed hereunder and supersedes any previous agreement, understanding or arrangement whether written or oral. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each Party to this Agreement.
22. **SEVERABILITY** If any provision of this Agreement or the application of any of its provisions to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of those provisions to the other parties or circumstances, will remain valid and in full force and effect.

23. **GOVERNING LAW** This Agreement will be deemed to be executed and delivered in the Province of Ontario and shall be subject to and governed by the laws and regulations of the Province of Ontario without regard to the jurisdiction in which any action or proceeding may be instituted.

24. This Agreement may be executed in counterparts and by facsimile signature or signature that is scanned and transmitted by e-mail; such forms of signature shall be deemed to be original and fully binding.

25. The Lessee has the rights to use the Kitchen and office area during his/her studio rental, and should return them in a clean condition; otherwise, there will be a \$200 charge.

26. There will be no charge for a technician during the rental period, but there must be a technician present in studio at any time.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first above written.

AUTHORIZED REPRESENTATIVE OF LESSOR

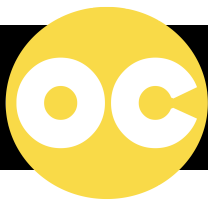
ACCOUNT HOLDER - LESSEE

OC Rep Signature

Your Signature

Print Name:

Print Name:



Credit Card Authorization

Customer and Payment Information

Customer or Company Name: _____

Email: _____

Phone: (____) _____ - _____

Authorized Rep Name: _____

Credit Card Information

Cardholder Name: _____ NAME AS WRITTEN ON CREDIT CARD

Billing Address of Card - Address this card is registered with

Street Address: _____

City: _____

Province: _____

Postal Code: _____

Credit Card Type: (Please circle one) Visa MasterCard Amex

Card No#: _____

Expiry Date: /

CVV/CVC: (3 digits on back of card) _____

Card Holder Signature: _____

By signing this agreement, I declare that the information provided above is true and accurate. I authorize Ontario Camera Corp to charge this amount to my Credit Card.