



House

ACCOUNT APPLICATION PACKAGE

Hello and thank you for choosing 2D House for your Equipment Rental and Studio needs!

We are pleased to open a new account for you, included in this package are all the documents required to get your account set up. Please read this document carefully to ensure your account is set up properly..

Required Documents

- All pages initialed - as indicated
- Signed Terms and Conditions (**Page 6**)
- Completed Account Application including complete Billing information, Company Contacts and Industry credit references (**Page 7 & 8**)
- Valid Certificate of Insurance addressed to 2D House Inc. as per the requirements (**Page 2**)
- Completed Credit Card Authorization form with a copy of the credit card and a valid form of Government ID. (**Page 9**)

Acceptable forms of ID are as follows:

- Domestic Accounts: Driver's license, Photo Resident ID or Passport
- International Accounts: Passport

Please note that expired IDs will not be accepted.

First Time Rentals

- All new accounts and first time rentals are subject to COD (Cash on Delivery) payment terms.
- Individuals: First time rentals must be paid for prior to the release of the Equipment. Payment must be processed using the same credit card as is recorded on the Credit Card Authorization form.
- Companies: Net-30 Payment terms can be requested on **Page 7** however it must be approved prior to the release of equipment, otherwise companies will remain as COD. Upon completion of your credit application and verification from your references, you will be notified in writing or via email of our decision to extend your credit.

Authorized Representatives

- Companies that employ freelancers to make bookings on their behalf can fill out the Authorized Representatives section. This list will indicate to 2D who is authorized by the company to order equipment or studio spaces.

Our Equipment Lease & Rental Terms and Conditions are outlined below. Please ensure you have read them thoroughly as they will only be referenced on future documents and will not be printed in their entirety.

Once all forms are completed please email in a copy to info@2dhouse.com



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INSURANCE REQUIREMENTS

2D House requires a certificate of insurance prior to the release of any equipment. The Lessee, must provide **2D House Inc.** with an insurance certificate that includes the following coverage:

- General Liability insurance with a limit of no less than \$1,000,000.00. \$2,000,000 is required when related to equipment package vehicles (Package Trucks) or Studio rentals.
- Coverage must specify the replacement cost of Equipment and **All Risks coverage or Broad Form and Loss of Use coverage.**
- Insurance certificates should state that Equipment coverage **includes loss of use or loss of rental fees** in the case of damage or loss of rental equipment.
- 2D House Inc. must be listed as a “**Loss Payee**” with respect to the rented equipment and as an “**Additional Insured**” with respect to liability insurance.
- The certificate should outline ten (10) days written notice is required prior to the cancellation or material change in coverage.
- Policy territory must be specified. (ex. Worldwide, North America, etc.)

All Certificates of Insurance must be issued to the following address in full to be accepted:

2D House Inc.
230 New Toronto St.
Toronto, ON
M8V 2E8

Specialty Equipment Replacement Values (CAD):

- Package Trucks: \$250,000.00
- Mark Roberts Bolt Cinebot: \$430,000.00
- Mark Roberts Bolt Jr+: \$330,000.00
- Mark Roberts Milo Crane: \$400,000.00
- The Mirage: \$500,000.00

Please forward this document to your insurance broker to assist in attaining the correct documents for insurance. The Lessee is responsible for ensuring that all information on the certificate follows the above guidelines in order to be accepted.



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TERMS AND CONDITIONS EQUIPMENT LEASE & RENTAL AGREEMENT

- 1. TESTING THE EQUIPMENT** The client (The Lessee) will always have an opportunity to test and examine the Equipment on site at 2D House (The Lessor) to determine that it is in good working order prior to taking possession of the equipment. If any equipment is found to be defective or inoperable during testing 2D House must be notified at the time of its discovery. Unless the Lessee notifies The Lessor of a defect or problem with the Equipment supplied, the Lessee agrees that the Equipment is in good working order and that the Equipment has been accepted.
- 2. ASSUMPTION OF RISK AND EQUIPMENT RETURNS** The Lessee is considered to have taken delivery of the equipment once the equipment is in Lessee's care, custody and control. Once the Lessee has taken delivery of the Equipment, their responsibility includes, but are not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on their own premises and while in use, storage or the rental facilities premises. Equipment will not be deemed to have been returned until the earliest occurrence of one of the following conditions have been met: 1 a) property has been brought back to the premise during normal business hours, or 1 b) the item of the Rental Contract has expired and property has been brought back; and 2) an inventory count has been completed and a missing and damaged items list has been compiled, if needed.
- 3. YOU ARE RESPONSIBLE FOR ALL THIRD PARTY EQUIPMENT BEING STORED FOR YOU BY 2D HOUSE** You are responsible for all Equipment (including but not limited to camera(s), lenses and additional parts) not owned by 2D House which is picked up or stored by 2D House for your ultimate use. 2D House shall be acting as your agent in storing property which belongs to third parties. All risks of physical loss to property which is transported or stored by 2D House for your benefit shall remain your responsibility, unless such loss is a result of 2D House's negligence or willful misconduct.
- 4. THE USE OF THE EQUIPMENT IS RESTRICTED TO LOCAL USE ONLY, UNLESS OTHERWISE AGREED** Geographic restrictions can be removed from the Account Application by written, mutual agreement between you and 2D House.
- 5. USE AND MAINTENANCE OF EQUIPMENT** The Equipment may be used only by the Lessee's duly qualified employees and/or agents and in strict accordance with the use contemplated in the Account Application. The Lessee shall keep the Equipment in their sole custody and shall not permit the Equipment to be used in violation of any laws.
- 6. NO WARRANTY OR GUARANTEE** Except as provided by the law, Equipment is rented to the Lessee without warranty and guarantee of any kind, expressed or implied, and 2D House assumes no responsibility unless agreed to in writing.
- 7. DAMAGED EQUIPMENT** Equipment that is deemed defective while in the Lessee's possession must be communicated to 2D House immediately. If necessary, the Equipment should be returned to 2D House, freight prepaid, for evaluation. 2D House will make best efforts to replace the Equipment in the shortest amount of time. If replacement of Equipment is not applicable, the lease period will be extended by the shortest time necessary to repair such damage and return the item(s) to Renter. Upon return of damaged Equipment, 2D House will make a determination of the extent of damage and required repairs. The Lessee and/or their representative(s) will have a reasonable amount of time to inspect the damage. In determining whether Equipment shall be replaced or repaired, 2D House's reasonable judgment shall be conclusive upon the Lessee. Should 2D House determine that the Equipment must be replaced, the Lessee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available with the exception of usual wear and tear.
- 8. LOST, STOLEN OR DESTROYED EQUIPMENT** In the event that after delivery, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, the Lessee will be responsible for the cost to replace the same item or the closest comparably equipped model, at current retail prices less any discounts available. As soon as the Lessee realizes that Equipment is missing, please notify 2D House, and file a police report. In all instances immediately report any missing, lost, or stolen Equipment to 2D House and file a report to the local authorities.



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9. **RENTAL CHARGES AND LATE CHARGES** The Lessee must return the Equipment on the date specified in the Rental Contract or be subject to additional charges. The last rental day shall be the day specified in the Rental Contract or up until 12:00 PM of the next business day. A full additional day's rental will be charged for any Equipment not returned by 12:00 PM. Full daily rates shall be charged for each day Equipment is not returned after the date specified for the return of the Equipment. Failure to promptly return Equipment may result in CRIMINAL PROSECUTION.
10. **WEEKENDS AND HOLIDAYS** When on a daily schedule, the Lessee will be charged the daily rental rate for weekend days and Holidays if the Equipment is used. Studios and Package Truck rentals may be subject to additional charges on weekends and holidays.
11. **PAYMENT TERMS FOR FIRST TIME RENTALS** All new accounts and first time rentals are subject to Cash on Delivery (COD) payment terms. First time rentals must be paid for prior to the release of the Equipment unless otherwise authorized by a 2D House CSR. If you would like to apply to be on Net-30 terms, please indicate that in the Account Application section of this package for consideration. Upon completion of the credit application and verification from your references, the Lessee will be notified in writing or via email of 2D House's decision to extend their credit.
12. **PAYMENT TERMS** Rental invoices and loss and damage invoices are payable upon receipt or payable according to the payment terms provided to you by 2D House prior to the delivery of the Equipment. COD orders must be paid for prior to the release of the Equipment. Payments must be processed promptly upon receipt of an invoice or they shall be considered past due. Net 30 invoices with payments due for 30 days or more shall be considered past due. For each month or part of a month thereafter, the invoice will be subject to a late charge of 2% per month (24% per annum) on the unpaid balance. A \$40.00 charge will be levied for all non-sufficient funds (NSF) cheque payments. If 2D House places the account in the hands of an attorney or other agency for collection, the Lessee agrees to pay reasonable collection costs, attorney fees and court costs. The Lessee agrees to pay the rental house directly or as directed by 2D House or its agent.
13. **BILLING CYCLES FOR LONG FORMAT ORDERS (THREE WEEKS OR MORE)** All orders that exceed a billable rental term of three weeks will have invoices created and issued to the client at Bi-Weekly or Monthly intervals. Rental invoices issued during the course of a long format rental will need to be processed as per the payment terms previously agreed upon.
Net-30 Clients: Payments due for more than 30 days after the receipt of an invoice shall be considered past due.
COD Clients: Payments must be processed promptly upon receipt of an invoice or they shall be considered past due.
14. **RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE** Rental payments may not be applied to the purchase price of any equipment.
15. **HOLDS & DEPOSITS** Studios being booked beyond two weeks of the rental commencement date shall be subject to a non-refundable deposit fee equal to 30% of the total order value. Studios, Package Trucks and Specialty Equipment (i.e. Motion Control Robots) holds that are challenged by clients will be subject to a 30% non-refundable deposit in order to confirm the booking.
16. **CANCELLATION PENALTIES** 2D House shall be entitled to compensation, not to exceed the lease payments, for any losses 2D House may sustain because of the Lessee's cancellation of all or part of an order. Any confirmed rentals order canceled within a 48 hour period (or two business days) of the rental commencement date will be subject to a cancellation fee of at least 30%. Any confirmed Studio, Package Truck or Specialty Equipment order (i.e. Motion Control Robots) canceled within a two week period of the rental commencement date will be subject to a cancellation fee of at least 30%.



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- 17. INSURANCE REQUIREMENTS** The Lessee shall, at their own expense, and at all times during the rental, maintain in full force and effect insurance covering all Equipment rented, from all sources, for full replacement cost, and for loss of use (rentals) of the Equipment and Facilities provided by 2D House. Coverage must begin from the time the Lessee or their agents accept delivery of the Equipment or Studio space and continue until the time the Equipment is returned or the Studio space is no longer in use. Upon request, the Lessee shall deliver to 2D House evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to 2D House, showing Liability Coverage, and Property Insurance prior to taking possession of Equipment. Such insurance shall be written by reputable insurers acceptable to 2D House; the Lessee's insurers shall agree to be the primary insurers of such Equipment during the rental period. All insurance documents including policies, certificates, endorsements, and other related materials, must be presented in English. Notwithstanding this paragraph, the Lessee shall remain primarily liable to 2D House for full performance under the terms and conditions of the Account Application.
- 18. PROPERTY INSURANCE** The Lessee's insurance shall name 2D House Inc. as Loss Payee for loss or damage to property rented; The insurance shall cover "All Risks" of loss or damage for Equipment; and all policies shall provide for 10 days written notice to 2D House before any policy shall be modified or canceled. Limits shall be sufficient to encompass all property at risk, regardless the source.
- 19. LIABILITY INSURANCE** The Lessee shall name 2D House Inc. as an additional insured on their liability insurance and their liability insurance shall be deemed primary insurance in the event of any claim or suit. Liability insurance shall meet the following minimums: Commercial General Liability: \$1,000,000 per occurrence & annual aggregate or \$2,000,000 per occurrence when pertaining to Studio or Equipment Package Vehicle rentals.
- 20. THE RIGHTS OF 2D HOUSE ARE NOT AFFECTED BY YOUR NON-PERFORMANCE** The Lessee's insurers shall agree that the rights and 2D House under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by the Lessee, other than non-payments of insurance premiums.
- 21. TITLE AND OWNERSHIP** The Lessee specifically acknowledges the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. The Lessee may not assign or pledge the Equipment.
- 22. INDEMNIFYING THE RENTAL HOUSE** The Lessee agrees to indemnify 2D House and to hold 2D House and its employees and agents harmless from and against any and all losses, damages, claims, demand or liability of any kind or nature whatsoever, including reasonable outside attorney fees arising from your negligent use or operation of Equipment, and by their agent who used or operated during the rental terms. This indemnification shall continue in full force and effect during and after the rental term.
- 23. FORCE MAJEURE** If whether or not existing, known, foreseen or foreseeable at the time of contracting, as a result of an act of God, force majeure, war, blackout, air raid, air raid alarm, act of public enemy, riot, epidemic, pandemic, fire, earthquake, hurricane, casualty, lockout, labor dispute, strike or threat thereof, order or decree of any governmental agency or tribunal, the Lessee's reasonable determination of risk to public health or safety, or any other similar or dissimilar contingency beyond the Lessee's control, the Lessee is prevented from using the Equipment provided by 2D House hereunder, the Lessee shall have the right, exercisable in its sole discretion, to terminate this Agreement with no further obligations hereunder (other than to pay 2D House for use of the Equipment prior to termination), or to suspend the service and compensation of 2D House hereunder, and further, if Client so elects, to extend the period of time during which 2D House is required to provide the Equipment hereunder.
- 24. MISCELLANEOUS ASPECTS OF THE ACCOUNT APPLICATION** This agreement shall be governed by the laws of the province of Ontario. The Account Application shall be deemed to have been made in the city of Toronto, and shall be interpreted and the rights of liabilities of the parties determined, in accordance with the laws of the province of Ontario.



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- 25. **AUTHORIZED REPRESENTATIVES** The person signing the Account Application on behalf of another company or corporation has full authority of such corporation to sign the Account Application and obligate the corporation as agreed to by the Lessee. The Authorized Representatives' details should be listed below with confirmation supplied by a contact from the Production Company.
- 26. **DEFAULT AND BREACH OF TERMS** In the event that any of the payments hereunder become in default, or if the Lessee fail to perform any other provision of the Account Application, you agree that 2D House may file legal proceedings in any Provincial Court, located in the city of Toronto, Ontario and the prevailing party shall be responsible to pay all court costs and all reasonable outside attorney costs.
- 27. **ENTIRE AGREEMENT** The signed Account Application and these Terms and Conditions constitute the entire agreement between you and 2D House. Any changes must be made in writing and agreed to by both parties.

I, the undersigned, hereby certify that all the information supplied on this account application form is correct and true and hereby authorize 2D House to contact any parties referenced herein for the purpose of processing this account application. I have read 2D House's rental terms and conditions and agree to be bound by the terms set forth therein. I understand that 2D house reserves the right to extend credit terms of Net 30 days to qualified customers based on the information and references provided in this application.

Account Holder or Authorized Rep Signature (Lessee)

Print Name

Date

Authorized Representatives

The following individuals are designated with the authority to initiate equipment or studio bookings on behalf of the Lessee:

Name		Position	
Email		Phone Number	

Name		Position	
Email		Phone Number	

Name		Position	
Email		Phone Number	

Production Company Details

Company Name		Phone Number	
Address		Website	
City		Business Type	
Prov/State		Years in Business	
Postal/ZIP Code		Social Media*	

Parent Company

If applicable, please specify the Parent company that you operate under below:

Company Name		Phone Number	
Address		Website	
City		Business Type	
Prov/State		Years in Business	
Postal/ZIP Code		Social Media*	

Payment Terms

*Please note that all first time rentals and equipment/studio deposits are processed as COD.
Payment is due at the time of pick up for first time rentals.*

- COD (Cash on Delivery)
- Net 30

Purchase Orders

If you issue purchase orders please indicate it below. If yes, please note that no equipment or services will be released or provided until 2D House receives a copy of your purchase order by email or phone.

- Yes
 - No
-

Company/Production Contacts

Please list members of your company in the fields below:

Name		Position	
Email		Phone Number	

Name		Position	
Email		Phone Number	

Name		Position	
Email		Phone Number	

Invoices and Accounting Contacts

Please specify whom you would like to receive invoices from 2D House:

Name		Position	
Email		Phone Number	
Company			

Industry Related Credit References

Please specify other vendors whom you have worked with on previous productions:

Name		Position	
Email		Phone Number	
Company			

Name		Position	
Email		Phone Number	
Company			

Name		Position	
Email		Phone Number	
Company			

CREDIT CARD AUTHORIZATION FORM

Company Name	
Cardholder's Name	
Billing Address on Card	
City	
Prov/State & Postal/ZIP	
Phone	

VISA MASTERCARD

***PLEASE NOTE WE DO NOT ACCEPT AMERICAN EXPRESS**

Credit Card Number	_____ - _____ - _____ - _____
Expiration Date (MM/YY)	____/____
Name of Bank Issuer	
CVV # (3 digit code)	
Credit Limit	

COD Clients

- Security Deposits
- Rental Fees
- Loss and Damage Fees

Net 30 Clients

- Account Balances
- Security Deposits

Please attach a copy of the front and back, of both the credit card and the cardholder's Driver's Licence.

I hereby authorize 2D House to use this credit card information to process payment for the purposes mentioned above. I understand that the signature on this contract will serve as my authorized signature on the credit card receipt and will be in force until I rescind it in writing.

Card Holder Signature

Date