



House

## ACCOUNTS PACKAGE

Hey, new clients!

We are pleased to open a new account for you, included in this package are all the documents required to start up an account with us.

This package needs to be sent back with the following:

- Signed Terms and Conditions on page 2
- Completed Account Application section
- Valid Certificate of Insurance addressed to 2D House Inc.
- Completed Credit Card Authorization Form with a copy of the card and valid driver's licence

Please note that all "first time" rentals and new accounts are considered C.O.D in terms of payment. Payment for your first rental will be collected prior to the release of the equipment. If you would like to apply to be on Net-30 terms, please indicate that in the Account Application section of this application for consideration. Upon completion of your credit application and after the verification from your references, you will be notified in writing or via email of our decision to extend your credit.

We have outlined what our Terms and Conditions are in regards to our Equipment Lease and Rental Agreement. Ensure to read through the terms 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](mailto:info@2dhouse.com).

Thank you!

### 2D House Inc.

2440 Tedlo Street  
Mississauga, ON L5A 3V3

416.800.2193  
[2dhouse.com](http://2dhouse.com)

## **TERMS AND CONDITIONS**

### **EQUIPMENT LEASE & RENTAL AGREEMENT**

**TESTING THE EQUIPMENT TEST THE EQUIPMENT ("EQUIPMENT" INCLUDES ALL TYPES OF RENTAL PRODUCTION EQUIPMENT).** You will always have an opportunity to test and examine the Equipment to determine that the Equipment is in good working order.

**YOU ARE CONSIDERED TO HAVE TAKEN DELIVERY OF THE EQUIPMENT** and therefore assume all risk of loss from the time that the Equipment is set aside from the Rental Company's general rental inventory for your use, except for any loss as a result of any latent defects. You are responsible for any damage you cause to equipment during testing. After completing your tests you must notify the Rental Company of any defective or inoperable equipment immediately upon discovering the defect. Unless you notify the Rental Company of a defect or problem with the equipment supplied, you agree that the Equipment is in good working order and that the Equipment is acceptable to you.

**YOUR RESPONSIBILITIES WITH REGARD TO THE EQUIPMENT YOU ASSUME ALL RISKS OF LOSS.** Once you have taken delivery of the Equipment, your responsibility includes, but is not limited to, risks while in transit, at all locations named and unnamed, at all studios, while on your own premises and while in use, storage or the rental facilities premises.

**YOUR RESPONSIBILITY ENDS WHEN THE EQUIPMENT IS RETURNED AND THE RENTAL TERM HAS EXPIRED.** Equipment will not be deemed to have been returned until the earliest occurrence of one of the following conditions have been met:

- 1a) property has been brought back to the premise during normal business hours, or
- 1b) the item of the Rental Contract has expired and property has been brought back; and
- 2) an inventory has been completed and a missing and damages list has been complied, if needed.

**YOU ARE RESPONSIBLE FOR ALL EQUIPMENT BEING STORED FOR YOU BY THE RENTAL HOUSE.** You are responsible for all equipment (including but not limited to camera(s), lenses and additional parts) which is picked up or stored by the Rental Company for your ultimate use. The Rental Company 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 the Rental Company for your benefit shall remain your responsibility, unless if such loss is a result of Rental Company's negligence or willful misconduct.

**RESTRICTION UPON THE USE ON THE EQUIPMENT LOCAL USE ONLY, UNLESS OTHERWISE AGREED.** Geographic restrictions can be removed from the Rental Contract by written, mutual agreement between you and the Rental Company.

**USE BY QUALIFIED TECHNICIANS ONLY.** The Equipment may be used only by your duly qualified employees and/or agents and in strict accordance with the use contemplated in the Rental Contract. You shall keep the Equipment in your sole custody and shall not permit the Equipment to be used in violation of any laws.

**NO WARRANTY OR GUARANTY.** Except as provided by the law, Equipment is rented to you without warranty and guaranty of any kind, expressed or implied, and the Rental Company assumes no responsibility unless agreed to in writing.

**EQUIPMENT DAMAGED OR DESTROYED WHILE IN THE FIELD AS SOON AS YOU DISCOVER THAT EQUIPMENT IN THE FIELD IS DEFECTIVE,** you should notify the Rental Company of the problem and if necessary return the Equipment to the Rental Company, freight pre-paid, for evaluation. The Rental Company 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.

**LOSS AND DAMAGES.** Upon return of damaged equipment, the Rental Company will make a determination of the extent of damage and required repairs. You and/or your representative(s) will have a reasonable amount of time to inspect the damage. In determining whether equipment shall be replaced or repaired, the Rental Company's reasonable judgment shall be conclusive upon you. Should the Rental Company determine that the equipment must be replaced, you 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.

**LOST, STOLEN OR DESTROYED EQUIPMENT.** In the event that after delivery to you, any of the Equipment is lost, stolen, damaged beyond repair, destroyed or otherwise disappears or is not returned for any reason, you 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 you realize that equipment is missing, notify the rental company, and file a police report. In all instances immediately report any missing, lost, or stolen equipment to the Rental Company and file a report to the local authorities.

**RENTAL CHARGES AND LATE CHARGES YOU 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.

**WEEKENDS AND HOLIDAYS.** When on a daily schedule, you will be charged the daily rental rate for weekend days and Holidays if the Equipment is used.

**CREDIT INFORMATION AND PAYMENT TERMS FIRST TIME RENTALS.** First time rentals are always COD.

**PAYMENT TERMS.** Rental invoices and loss and damage invoices are payable upon receipt or invoice or payable according to the payment terms provided to you by the Rental Company prior to the delivery of the Equipment. 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 the company places the account in the hands of an attorney or other agency for collection, you agree to pay reasonable collection costs, attorney fees and court costs. You agree to pay the rental house directly or as directed by the rental house or its agent.

**RENTAL PAYMENTS DO NOT APPLY TO PURCHASE PRICE.** Rental payments may not be applied to the purchase price of any equipment.

**CANCELLATION PENALTIES.** The Rental Company shall be entitled to compensation, not to exceed the lease payments, for any losses the Rental Company may sustain because of your cancellation of all or part of an order.

**INSURANCE REQUIREMENTS YOU MUST INSURE ALL THE EQUIPMENT.** You shall, at your 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 (rents) of the equipment. Coverage must begin from the time you or your agents accept delivery of the equipment and continue until the time the equipment is returned. Upon request, you shall deliver to the Rental Company evidence of the insurance coverage, typically a Certificate of Insurance satisfactory to the Rental Company, showing Liability Coverage, Property Insurance and Workers Compensation Insurance, prior to taking possession of equipment. Such insurance shall be written by reputable insurers acceptable to the Rental Company; your insurers shall agree to be the primary insurers of such Equipment during the rental period. Notwithstanding this paragraph, you shall remain primarily liable to the Rental Company for full performance under the terms and conditions of the Rental Contract.

**PROPERTY INSURANCE.** Your insurance shall name the Rental Company as Loss Payee for loss or damage to property rented; shall cover "All Risks" of loss or damage for equipment; and all policies shall provide for 10 days written notice to the rental company before any policy shall be modified or cancelled. Limits shall be sufficient to encompass all property at risk, regardless the source.

**LIABILITY INSURANCE.** You shall name the Rental Company as an additional insured on your liability insurance and your 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.

**THE RIGHTS OF THE RENTAL COMPANY ARE NOT AFFECTED BY YOUR NON- PERFORMANCE.** Your insurers shall agree that the rights and the Rental Company under the insurance coverage as described in the preceding paragraphs shall not be affected by any act or neglect or breach of condition by you, other than non--payments of insurance premiums.

**TITLE AND OWNERSHIP** You specifically acknowledge the Rental Company's superior title and ownership of the Equipment and must keep the Equipment free of all liens, levies and encumbrances. You may not assign or pledge the Equipment.

**INDEMNIFYING THE RENTAL HOUSE** You agree to indemnify the Rental Company and to hold the Rental Company 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 your agent who used or operated during the rental terms. This indemnification shall continue in full force and effect during and after the rental term.

**MISCELLANEOUS ASPECTS OF THE RENTAL AGREEMENT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO.** The Rental Contract shall be deemed to have been made in the city of, and shall be interpreted and the rights of liabilities of the parties determined, in accordance with the laws of the province of Ontario.

**WHEN THE CUSTOMER IS A CORPORATION.** The person executing the Rental Contract on behalf of such corporations warrants that he/she has full authority of such corporation to sign the Rental Contract and obligate the corporation.

**DEFAULT AND BREACH OF TERMS:** In the event that any of the payments hereunder become in default, or if you fail to perform any other provision of the Rental Contract, you agree that the Rental Company 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.

**ENTIRE AGREEMENT.** The signed Rental Contract and these Terms and Conditions constitute the entire agreement between you and the Rental Company. Any changes must be made in writing and agreed to by both parties.

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Sign and Print Name

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Date



## ACCOUNT APPLICATION

### Production Company Details

Company Name	Phone Number
Address	Postal Code
City	Prov/State
Business Type	Years in Business

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### Parent Company

If you operate under a parent company, specify which company below.

Company Name	Phone Number
Address	
City	Prov/State

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### Company/Production Contacts

Name	Position
Email	Phone Number

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Name	Position
Email	Phone Number

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Name	Position
Email	Phone Number

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**Payment Terms**

If requesting NET30 terms please fill out the credit references section below.

C.O.D

NET 30

\*Please note that all first time rentals are considered C.O.D for new clients and payment is scheduled on pickup.\*

**Industry Related Credit References**

Name

Position

Email

Phone Number

Name

Position

Email

Phone Number

Name

Position

Email

Phone Number

**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

**Invoices and Accounting Contacts**

Please specify where/whom you would like your invoices to be sent to.

Name

Position

Company

Email

Phone Number

*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.*

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



House

## 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.
- Coverage must specify the replacement cost and **All Risks coverage** or **Broad Form and Loss of Use coverage.**
- Insurance certificate 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 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 fifteen (15) days written notice is required prior to the cancellation or material change in coverage.
- Policy territory must be specified. (ex. Worldwide, North America, etc.)

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

### 2D House Inc.

2440 Tedlo Street  
Mississauga, ON L5A 3V3

416.800.2193  
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House

**CREDIT CARD AUTHORIZATION FORM**

Company Name: \_\_\_\_\_

Cardholder's Name (as it appears on the card): \_\_\_\_\_

Billing Address of the Card: \_\_\_\_\_

City: \_\_\_\_\_ Prov/State: \_\_\_\_\_ Postal/ZIP: \_\_\_\_\_ Phone: \_\_\_\_\_

VISA       MASTERCARD

Credit Card Number: \_\_\_\_\_

Expiration Date \_\_\_\_ / \_\_\_\_

Name of Bank Issuer: \_\_\_\_\_

CVV# (3-digit code on the back): \_\_\_\_\_

Credit Limit: \$ \_\_\_\_\_

I hereby authorize 2D House to use this credit card information provided for payment of:

**C.O.D 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 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.*

**Authorized by:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(cardholder signature)

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