

TERMS AND CONDITIONS:

EQUIPMENT LEASE & RENTAL AGREEMENT

The following Terms and Conditions apply to the rental and/or leasing of film production equipment between Skyrex Productions Inc and those individuals who wish to engage in their services (herein referred to as clients). By signing this contract, the client enters into agreement with Skyrex Productions Inc, the entirety of which is represented by these terms and conditions. Any change or deviation from the terms set about below must be set in writing, and agreed upon by both parties before implementation.

EQUIPMENT TESTING:

Prior to receiving equipment specified in their rental or lease order, Skyrex Productions Inc. grants all clients who utilize their services the opportunity to review and test the equipment to ensure that it is in optimal condition for the client's purposes. The client herein agrees that any technical issues, malfunctions, or physical damage relating to the specified equipment discovered during testing will be immediately reported to Skyrex Productions Inc. If Skyrex Productions Inc. is not notified of any sub-optimal conditions discovered between the time of testing and the equipment being released to the client, the client is assumed to have been satisfied with the condition of the equipment and herein waives all culpability on the part of Skyrex Productions Inc. Upon the discovery of any sub-optimal conditions during the time of testing, Skyrex Productions Inc. herein agrees to develop alternatives to the specified equipment, pending the client's approval.

RENTING AND USING Skyrex Productions Inc. EQUIPMENT:

a) Upon receiving the specified equipment, the client assumes temporary stewardship of all items under their name. The client herein and henceforth agrees to assume responsibility of all instances of risks of damage to said equipment including, but not limited to:

- During transit
- On locations, named and unnamed
- Within third-party storage
- Within client's own premises
- On Skyrex Productions Inc. property, following the release of equipment into client's purview

b) The client's temporary stewardship of all Skyrex Productions Inc. equipment under their lease is considered to end immediately upon its return to Skyrex Productions Inc.

i. For a piece of equipment to be considered "returned", said equipment must fulfill the following steps;

- Equipment has been brought to Skyrex Rental Inc's property during normal business hours, OR upon the expiration of the client's official contracted time.
- Skyrex Productions Inc. has taken inventory count of all the equipment specified in the client's contract and, if necessary, has compiled a list of missing/damaged items.

c) All equipment leased to the client under Skyrex Productions Inc. rental policy shall be used only within the Greater Toronto Area, encompassing the City of Toronto, Durham Region, Peel Region, York Region, and Halton Region and all townships/municipalities contained within.

i. Skyrex Productions Inc. reserves the right to renegotiate geographical restrictions on any lease agreement on a case-by-case basis.

All equipment specified for use by the client's lease agreement with Skyrex may only be operated by the duly qualified employees, contractors, and/or agents working under the client in accordance with the terms set in the agreement.

If the operator of the equipment and the client are separate individuals, the client is to hold sole custody of the equipment, and herein agrees to act within their power to prevent the misuse of the equipment, be it against the terms set out in the agreement or the laws of the state/province/territory where the equipment is used.

LOSSES AND DAMAGE POLICY:

By signing this agreement, the client herein accepts and agrees that the equipment specified in their rent/lease agreement with Skyrex Productions Inc. is done so without warranty or guarantee, expressed or implied. Unless such warranty or guarantee is specifically provided by law, Skyrex Productions Inc. assumes no responsibility in these circumstances unless agreed to in writing with the client prior to the signing of the agreement.

a) If any equipment under the temporary stewardship of the client is damaged during use in the field, the client agrees to notify Skyrex Productions Inc. as early as they are able and, if possible, return the defective equipment to Skyrex Productions Inc. freight prepaid.

i. Upon return of the defective equipment, Skyrex Productions Inc. will evaluate the damages sustained. Skyrex Productions Inc. will, when possible, offer replacement to compensate for said equipment.

ii. If a replacement is not viable due to any reason, a refund will be offered from Skyrex Productions Inc. to the client upon said agreement between both parties.

b) Following the reporting and return of damaged equipment, Skyrex Productions Inc. shall, after investigation, provide the client with an approximate determination of the total costs of repair/replacement. Skyrex Productions Inc.'s determination of whether any specified piece of equipment requires repair or replacement will be conclusive upon the client.

i. In the event the specified equipment requires repair, an added charge shall be included in the client's final bill.

ii. In the event the specified equipment requires a replacement, the cost of said replacement herein falls to the client, whether it be the same model or comparable alternative, at current market price or at any discounts offered with the exception of those related to wear-and-tear.

c) In all instances of equipment that, at any time after release from Skyrex Productions Inc. is lost, stolen, or otherwise missing, the client herein agrees to notify local authorities and file a report.

PAYMENT:

All clients who create new accounts or first-time rental orders with Skyrex Productions Inc. shall be subject to a Cash On Demand (COD) payment terms. All first-time rentals shall be required to provide payment before the release of the specified equipment, unless otherwise specified and authorized by a verified Skyrex Productions Inc. Customer Service representative.

i. If a first-time client wishes to apply for Net-30 terms with Skyrex Productions Inc., this can be notified in the Account Application section accompanying this form. Following the completion of this application, and verification by the client's references, Skyrex Productions will notify the client of the decision to the credit extension in the client's listed preferred form of communication.

a) All rental invoices and loss and damage invoices are payable upon receipt, or according to any payment terms provided by Skyrex Productions Inc. and agreed upon by all parties, prior to the delivery of all specified equipment.

i. COD orders must be paid for prior to the release of equipment, unless otherwise authorized by Skyrex Productions Inc. or one of its agents.

ii. Payments not processed promptly upon receipt of an invoice, or any Net-30 invoices due for 30 or more days, shall be considered past due.

iii. For each month or part of a month thereafter, the client will be subject to a late charge of 2% per month on the unpaid balance, at 24% per annum. A charge of \$40.00 CAD shall also be levied for all non-sufficient funds (NSF) cheque payments.

iv. If Skyrex Productions Inc. determines that the account must be placed under the purview of an attorney or other specified collection agency, the client shall agree to pay reasonable collection costs, attorney fees, and court fees, payable to Skyrex or as directed by its agents.

b) All clients engaging in long-format orders (defined as lasting three weeks or more) shall be provided invoices at bi-Weekly, monthly intervals or 35-50% deposits before release of equipment. The remaining balance shall be paid once production concludes. Rental invoices issued during the course of a long-format order rental must be processed as per the payment terms referred to in Section 4a.

c) No rental payment shall be applied to the purchase price of any item of equipment under Skyrex 's stewardship.

d) If at any time a client will cancel all or part of a rental order, Skyrex Productions Inc. shall be entitled to compensation, not exceeding the agreed lease payment.

i. *Any confirmed rental canceled within a 48-hour period (i.e., two business days) of the commencement date will be subject to a cancellation fee of 30%.*

ii. *Any confirmed Studio, Package Truck, or Specialty equipment Order canceled within a two-week period prior to the rental commencement date will be subjected to a cancellation fee of 30%, barring any additional increase relating to the procurement of specialty items or other package costs.*

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 10:00 AM of the next business day. A full additional day's rental will be charged for any equipment not returned by 10:00 AM. 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. Studios and Package Truck rentals may be subject to additional charges on weekends and holidays.

INSURANCE REQUIREMENTS:

At all times for the duration of the equipment rental, the client shall maintain, in full force, all insurance covering the specified equipment at their own expense. This coverage will cover full replacement and loss of use costs, and must begin from the time the client or the client's agents pick up time in the rental agreement to the time the equipment is being returned. *Please reflect & review our Insurance Requirements on page (7) Seven.*

LEGALITY:

a.) By signing this Rental Contract, both parties agree that the terms and conditions outlined in this document are governed by the laws of the Province of Ontario, Canada. This Rental Contract shall be deemed to have been drafted in the city of Toronto, within the Greater Toronto Area, and shall be interpreted and the rights and liabilities of all parties signed to this Rental Contract shall be determined in accordance with the laws of the Province of Ontario.

b.) By signing this Rental Contract, the client acknowledges Skyrex Productions Inc. superior title of ownership of any and all equipment. The client therefore assumes the responsibility, upon execution of this Rental Contract, to keep the specified equipment under their temporary stewardship free of all liens, levies, and encumbrances, and understand that they may not assign or pledge the equipment to any third-parties.

c.) During and after the period of time specified for the equipment rental, the client hereby agrees to indemnify Skyrex Productions Inc. and to hold both it and its agents harmless from and against all losses, damages, claims, demands or liabilities whatsoever stemming from outside forces, including any and all third-party attorney's fees stemming from the client's negligence or misuse of the specified equipment in the Rental Contract.

d.) Under the legal understanding of Force Majeure, if whether or not existing, known, foreseen, or foreseeable at the time of contracting as result of an act of God, war, blackout, air raid, act of public enemy, riot, epidemic, pandemic, fire, earthquake, hurricane, casualty, lockout, labor dispute/strike/threat, and order or decree of any government agency or tribunal, the client's reasonable determination of risk to public health and safety, or any similar or dissimilar contingency beyond the client's control where the client shall be prevented from using the equipment provided by Skyrex Productions Inc. hereunder, the client shall, at their discretion:

i. Have the right to terminate this Rental Contract with no further obligations hereunder, other than to compensate Skyrex Productions Inc. for uses of the specified equipment prior to termination.

ii. To suspend the service and compensation of Skyrex Rental Inc.

iii. To extend the period of time under which Skyrex Productions Inc. is required to provide the specified equipment.

e.) In the event the client's payments specified in this Rental Contract become in default, or following failure to perform any other provision specified, the client understands and agrees that Skyrex Productions Inc. may file legal proceedings in any Provincial Court located in the city of Toronto, Ontario, or any region, county, or township located within the Greater Toronto Area, and that the prevailing party shall be held responsible to pay any and all reasonable attorney and court costs associated with said legal action.

ENTIRE AGREEMENT:

The signed Rental Contract and Terms and Conditions constitute the entire agreement between you and Skyrex Productions Inc. Any changes must be made in writing and agreed to by both parties.

Signature

Print Name

Date

CLIENT ACCOUNT OPENING

Business Information		
Customer/Company Name:		Phone:
Address:		
City:	Province:	Postal Code:

Parent Company		
If applicable, please specify the Parent company that you operate under below:		
Company Name:		Phone:
Address:		
City:	Province:	Postal Code:

Commercial Credit References	
1. Name: Address:	Tel:
2. Name: Address:	Tel:
3. Name: Address:	Tel:

Invoices and Accounting Contacts	
Please specify where/whom you would like your invoices to be sent to.	
Name:	Position:
Company:	
Address:	
Email:	Phone Number:

I, the undersigned, certify that all the information supplied on this Account Opening Request is factual and true and authorize Skyrex Productions Inc. to contact any parties referenced herein for the purpose of processing this Account Opening Request.

Print Name_____
Signature_____
Date

CREDIT CARD AUTHORIZATION FORM

Please note: cc transaction is subject to 3% surcharge.

Customer Information:		
Customer/ Company Name:		
Contact Name:		
Email:		
Phone Number:		
Permission of Use:		
<input type="radio"/> For this order / invoice number only: _____		
<input type="radio"/> Use this card for this order/ invoice number _____ and for all future orders or until the form of payment is changed.		
ID Requirements:		
<ul style="list-style-type: none">• Copy of front and back of the physical credit card. <i>*This verifies you have the card.</i>• Copies of photo ID. You can block out ID numbers but ID must show your picture. <i>*This verifies your name/ photo.</i>		
Credit Card Information:		
Credit Card Type: <input type="radio"/> VISA <input type="radio"/> MASTERCARD		
Credit Card No#:		
Expiry Date (MM/YY):		
CVV/CVC (3 digit number on reverse of your Visa/MC):		
Billing Address of the Card:		
City:	Province:	Postal Code:

By signing this agreement, I declare that the information provided above is true and accurate. I authorize Skyrex Productions Inc. to charge the credit card indicated in this authorization form according to the terms outlined above.

Cardholder's Name_____
Cardholder's Signature_____
Date

INSURANCE REQUIREMENTS

- The insurance policy will require the client/renter insurance cover the full replacement value of the equipment being rented and add Skyrex Productions Inc. as a loss payee to the policy.
- General Liability for a minimum of \$2,000,000.
- Customer who is renting is fully responsible for loss of use. It should be covered on the client's certificate of insurance.
- Insurance certificates must state that equipment coverage includes loss of use or loss of rental fees in case of loss or damage to the equipment.
- Skyrex Productions Inc. must be listed as a loss payee with respect to rented equipment and as an additional insured under the general liability insurance.
- If a client damages the gear, the client is fully responsible to cover it.
- Some policies do exclude theft from a vehicle, so this is something the client should specify in the Certificate of Insurance and it is the client's responsibility to insure that.
- The customer must provide a valid Credit Card (visa or Mastercard) at the time of confirmation of a booking. The customer is required to fill out Skyrex Productions Inc. Lease Agreement and Credit Card Authorization Form.
- The customer will also be required to provide government issued Photo Identification (Driver's license).

I hereby declare that I have read, understood and agreed to this Contract.

Print Name

Signature

Date