

BEAU PHOTO RENTAL CONDITIONS (short version for QR Code)

The undersigned (the “Renter”) and Beau Photo Supplies Inc. (“Beau Photo”) hereby agree as follows:

1. The Renter shall rent the equipment (the “Rented Equipment”) described on the printed rental form (the “Form”) for the term (the “Term”), and at the rental rate, specified on the Form. Unless otherwise specified on the Form or otherwise agreed to, all payments from the Renter are due upon the expiry of the Term.
2. The Renter agrees that a late charge equal to the full daily rate is payable for each day or part day the equipment is returned late.
3. Unless otherwise arranged, partial days are charged at a full day rate.
4. No late returns are permitted without prior consent of Beau Photo.

By signing the printed rental form, the Renter acknowledges understanding and agreeing to the conditions set forth above, and to the detailed conditions set forth below.

BEAU PHOTO RENTAL CONDITIONS

The undersigned (the “Renter”) and Beau Photo Supplies Inc. (“Beau Photo”) hereby agree as follows:

1. The Renter shall rent the equipment (the “Rented Equipment”) described above for the term (the “Term”), and at the rental rate, specified above. Unless otherwise specified herein or otherwise agreed to, all payments from the Renter are due upon expiry of the Term.
2. The Renter acknowledges that the Rented Equipment remains the property of Beau Photo at all times and agrees to keep the Rented Equipment free and clear of any and all claims, charges and encumbrances.
3. Beau Photo represents and warrants that, to the best of Beau Photo’s knowledge, the Rented Equipment is in good working condition and the Renter shall return the Rented Equipment in good working condition. The Renter acknowledges that it has not relied on Beau Photo in selecting the Rented Equipment, that it has used the Renter’s own judgment to determine the suitability of the Rented Equipment for the Renter’s purposes and that it shall be solely responsible for the proper installation and/or operation of the Rented Equipment. Without limiting the generality of the foregoing, in no event shall Beau Photo be liable or responsible for incompatibility with, or damage to, any of the Renter’s machinery or equipment including, without limitation, any of the Renter’s computerized machinery or equipment or any software and, in this regard, the Renter specifically acknowledges that any software or drivers comprising the Rented Equipment may not be the most current. Acceptance by Beau Photo of the Rented Equipment upon return by the Renter does not constitute a waiver of any claims Beau Photo may have against the Renter.
4. The Rented Equipment is, during the Term at all times until returned to Beau Photo, at the risk of the Renter and in the event of any loss, theft, or disappearance of the Rented Equipment (or any portion thereof), the Renter shall pay Beau Photo an amount equal to the full replacement value (including taxes) of the Rented Equipment as determined by Beau Photo acting reasonably or, in the event that such equipment has been discontinued and is no longer available in the retail or wholesale market, an amount equal to the full purchase price (including taxes) of similar equipment of at least equal quality and with similar specifications, all as determined by Beau Photo acting reasonably.
5. Except as set out in section 3, Beau Photo makes no representations or warranties, express or implied, statutory or otherwise, in respect of the Rented Equipment, including, without limitation, in relation to fitness for a particular purpose of the Renter. Beau Photo’s liability under this Rental Agreement, or otherwise in relation to the Renter’s use of the Rented Equipment, shall be limited to money damages equal to the total of all payments made to Beau Photo pursuant to this Rental Agreement. In no event shall Beau Photo be liable for indirect or consequential damages, losses or expenses of any kind whatsoever. The Renter shall indemnify and save Beau Photo harmless from and against any and all claims, losses, damages, demands and costs (including legal fees) suffered or incurred by Beau Photo arising, directly or indirectly, from the Renter’s use, possession or maintenance of the Rented Equipment.
6. The Renter shall, at the Renter’s own expense, during the Term and for any period of overholding:
 - 6.1 insure the Rented Equipment for the full replacement cost thereof against loss or damage by fire, theft, water, collision, transportation, act of God, and such other perils and risks as would normally be insured against by prudent owners or users of rented equipment of a nature and kind similar to the Rented Equipment and against such other risks and perils and in such amounts as Beau Photo may at any time and from time to time reasonably direct in writing; and
 - 6.2 place and maintain insurance against liability imposed by law on Beau Photo or on the Renter for injury to, or death of, persons, or damage to, or destruction of, property, in amounts not less than the amounts as would be placed and maintained by a prudent renter of the Rented Equipment, or for such other amounts as Beau Photo may from time to time reasonably require for all such liability arising out of each occurrence during the policy period.All policies of insurance must cover and protect Beau Photo and the Renter in respect of their respective interests in the Rented Equipment and must contain an endorsement providing for loss payable to Beau Photo and the Renter in respect of their respective interests, and such policies shall include any other endorsements which Beau Photo may require. The Renter shall not use the Rented Equipment in any place or manner which would cause suspension, cancellation or impairment of such insurance, or any portion thereof. The Renter shall provide Beau Photo with evidence of such insurance satisfactory to Beau Photo immediately upon Beau Photo’s request.
7. In the event that the Renter:
 - 7.1 fails to perform any covenant set out in this Rental Agreement;
 - 7.2 makes any assignment for the benefit of the Renter’s creditors; or
 - 7.3 is subject to any proposal or other action under any law for the purpose of extending time for payment or compromising or restricting the liabilities of the Renter;then Beau Photo may, in addition to any other remedy available to Beau Photo at law, immediately take possession of the Rented Property wherever situated, and the Renter waives all claims, losses, damages, demands and costs arising from such repossession.
8. In addition to any other damages, losses or expenses Beau Photo may suffer or incur, the Renter shall pay Beau Photo a late charge equal to the full daily rate payable above for each day, or any portion of a day, that the Rental Equipment is returned after expiry of the Term. All of Beau Photo’s rights set out in this Rental Agreement are cumulative and may be exercised in any order, sequence or combination and are in addition to any rights and remedies available to Beau Photo at law or equity.
9. All rules of use and any rental stipulations provided by Beau Photo to the Renter in addition to those contained in this Rental Agreement are, and shall be deemed to be, incorporated as part of this Rental Agreement. The Renter shall use the Rented Equipment in the manner specified by the manufacturer(s) and in accordance with all applicable laws. The Renter shall not modify, alter, customize or otherwise change the function, set-up or make-up of the Rented Equipment without the prior written consent of Beau Photo. The Renter shall not use, or permit the use of, the Rented Equipment for any improper or immoral purpose, or for any purpose which would negatively affect the reputation or goodwill of Beau Photo.
10. Time is of the essence in this Rental Agreement.
11. This section and sections 2, 3, 4, 5, 6, 7, 8 and 9 shall survive expiry of the Term or termination of this Rental Agreement for any reason.
12. This Rental Agreement may not be assigned by the Renter without the prior written consent of Beau Photo.
13. This Rental Agreement, together with any rules or stipulations delivered to the Renter by Beau Photo pursuant to Section 9, is the entire agreement between the parties in respect of the rental of the Rented Equipment.