



Acme Prop Shop Ltd.  
3737 Marine Way  
Burnaby BC V5J 5A7

## Rental Agreement

Lessee, \_\_\_\_\_, and Lessor, Acme Prop Shop Ltd, hereby agree as follows:

1. Rental Agreement. These terms and conditions, and the purchase order and any addenda attached hereto, constitute a Rental Agreement of the Props and is not a sale or the creation of a security interest. Lessee will not have, or at any time acquire, any right, title, or interest in the Props, except the right to possession and use as provided for herein. Lessor will at all times be the sole owner of the Props (or the authorized agent for the owner).
2. Weekly Rentals. Our props are rented and invoiced on a weekly basis. The rental period begins on the day of pick-up and continues for seven (7) days. At the end of the seventh day, one extra "grace" day is allowed to return your props. For instance, if you pick up an order on Tuesday, the props are due back on the following Monday. The following Tuesday would be considered your "grace" day. If the props were not returned by 4:30pm on Tuesday, you would then be charged for an additional week. Additional weeks are billed at the following rates:

|                                 |              |
|---------------------------------|--------------|
| 1st Week                        | Full Price   |
| 2nd Week                        | 25% Discount |
| 3rd Week & All Subsequent Weeks | 75% Discount |
3. The Lessee will assume responsibility for any and all damage or loss to the Props while they are in the Lessee's possession, including while in transit, in use at the Lessee's location, or in storage.
4. The Lessee will not modify the Props in any manner whatsoever unless it has received prior written consent from Acme Prop Shop Ltd to do so. If the Lessee has received Acme Prop Shop Ltd written consent to modify the Props, the Lessee will be solely responsible for all liabilities which may arise from, or in connection with, the modification of such Props. Unless otherwise agreed upon, the Lessee will be responsible for restoring such modified Props to their original condition. If the Lessee fails to restore such modified Props to their original condition prior, the Lessee will be charged for the costs associated with the repair of the modified Props to their original condition, or the cost of replacing such Props, whichever is less.
5. The Lessee agrees that if the Props are returned to Acme Prop Shop Ltd in need of repair, beyond damage that results from reasonable wear and tear, the Lessee shall pay a repair fee for the actual costs incurred by Acme Prop Shop Ltd for repairing the damaged Props. If Acme Prop Shop Ltd, in its sole discretion, determines the damaged Props cannot be repaired, the Lessee shall pay a replacement fee for the actual costs incurred by Acme Prop Shop Ltd for replacing the damaged Props with new or used Props, which, in Acme Prop Shop Ltd's sole discretion, are of the same kind and quality.

6. The Lessee will obtain any permission and clearances necessary to display trademarks or other protected intellectual property in connection with the Props.
7. The Lessee will indemnify and hold harmless Acme Prop Shop Ltd from any and all claims of any kind or type brought by any person(s) or entities regarding any use of the Props, including, but not limited to, any claim liability, loss, costs, damages, expenses, or claims arising directly or indirectly out of, or in connection with the Props rented by the Lessee, its agent, servants, contractors, representatives, guests, invitees, or Lessees.
8. Acme Prop Shop Ltd acknowledges that the Lessee, and its successors, has the right to use the Props in connection with the Production in any manner and media, including without limitation, in connection with any advertisements, promotions, publicity or other material relating to the Production.
9. In the event of a breach or alleged breach of this Agreement, the rights and remedies of Acme Prop Shop Ltd shall be limited to the right, if any, to obtain monetary damages at law and Acme Prop Shop Ltd shall not have the right to enjoin or restrain the development, advertising, promotion, merchandising, distribution, exhibition or exploitation of the Production. The rights granted to Lessee under this Agreement may be freely assigned and licensed by Lessee in the whole or in part to any party.
10. In the event of a Force Majeure, as the term is customarily used, including, without limitation, pandemic, including COVID-19, civil authority order or regulation Lessee shall have the right, by written notice to Acme Prop Shop Ltd, to suspend the terms of, or terminate this Agreement and, as long as the Props are returned to Acme Prop Shop Ltd during any suspension, the effective date of such action shall be as set forth in such notice. At the end of this period of interruption, Lessee shall have the right to re-establish the operation of this Agreement by written notice to Acme Prop Shop Ltd and resume payment of compensation.
11. Any dispute arising out of or in connection with this Agreement will be referred to and finally resolved by a single arbitrator (the "Arbitrator") pursuant to the Arbitration Act (British Columbia), as amended. The decision of the Arbitrator on any submitted issue will be conclusive, final and binding on all parties. All costs of arbitration will be borne equally between the parties.

LESSEE HEREBY ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS SET FORTH ABOVE.

LESSEE \_\_\_\_\_

LESSOR Acme Prop Shop Ltd

Lessee's Authorized Representative:

Lessor's Representative:

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Print \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_