

Account Creation Form



Step 1

Account Information

Company Name: _____
(If Applicable)

Address: _____ City: _____ Province: ____ Postal: _____

Account Contact First: _____ Last: _____

Email: _____ Phone: _____

Address: _____

Billing Information

Billing Contact First: _____ Last: _____

Email: _____ Phone: _____

Address: _____ City: _____ Province: ____ Postal: _____

Step 2

- **Completed & Signed Equipment Lease Agreement** (Attached).

Step 3

- **Submitted Valid Certificate of Insurance**
 - Certificate must list the following company information as an additional insured:
Habibi Services Inc, 151 Sterling Rd, Studio 3 Toronto, ON M6R 2B2
 - The Lessor shall be shown as “Loss Payee” with respect to rented equipment for at least the replacement value of the equipment rental.
 - Coverage should specify replacement cost (at the full cost to repair or replace such property at the time of loss with equivalent, new equipment, or its successor technology without deduction for depreciation) and all risk coverage.
 - Insurance certificate should state that equipment coverage includes loss of use or loss of rental fees.
 - Certificate should contain a clause requiring thirty (30) days written notice of cancellation or material change in coverage (“endeavor” to provide this notice will not be accepted).
 - Certificate should clearly state that Lessee’s equipment and commercial general liability insurance is primary and not contributing to any other insurance maintained by the Lessor or its subsidiaries, parents or affiliates.
 - Policy territory should be specified (i.e. Worldwide, North America, etc.)

Step 4

- **Specify Payment Method**
 - For the first rental on a newly created account we require payment before or at the time of pickup.
 - Accepted Payment Methods: Credit Card (Visa, MC and Amex accepted), Cheque, Cash, EFT or PayPal. For ongoing billing a Credit Card Authorization form can be provided upon request. Credit card payments can be made over the phone.

Payment Method: _____

HABIBI SERVICES INC.
EQUIPMENT LEASE AGREEMENT – TERMS AND CONDITIONS

1. LEASED PROPERTY

The Lessee (as defined below) agrees to lease from Habibi Services Inc. (the “**Lessor**”) the specific items of equipment, other items and services, together with all tools, spare parts and accessories thereto (the “**Equipment**”) all as more particularly described in the form of Equipment reservation document (a “**Reservation**”), which Reservation shall be deemed to form a part of this Agreement as if fully incorporated herein, subject to the following conditions.

2. RENT AND OTHER PAYMENTS

2.1 The Lessee shall pay to the Lessor, the full amount of all lease and service rates, fees, charges and other amounts relating to the Equipment (collectively, the “**Rental Fees**”) as set out in a Reservation. The Lessee also agrees to pay the Lessor for any additional Equipment subsequently requested by the Lessee and specified in a Reservation, and such additional Equipment shall also be governed by this Agreement.

2.2 The Rental Fees shall be payable at the Lessor’s head office net 30 days from the date the Equipment is delivered pursuant to a Reservation or shall 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) payments.

2.3 Equipment rental cancellation charges will be applied at the following rates: (i) if written notice is provided not less than 2 business days prior to date reserved, 50% of the Rental Fees; (ii) if written notice is provided not less than 1 business day prior to date reserved, 75% of the Rental Fees; or (iii) if written notice is provided less than 1 business day prior to date reserved, 100% of the Rental Fees.

2.4 The Lessee acknowledges and agrees that in addition to all Rental Fees for the Equipment, the Lessee shall also be responsible for payment of all applicable federal and provincial government taxes.

3. TERM AND TERMINATION

3.1 The term of this Agreement shall commence on the date hereof and shall continue until terminated by the Lessor.

3.2 The lease term for the Equipment shall be as specified in a Reservation (the “**Term**”), unless terminated by the Lessor pursuant to the terms of this Agreement.

3.3 The Lessor agrees to return the Equipment on or before 11:00 am on the final day of the Term. Any extension of such Term is solely at the discretion of the Lessor.

3.4 The Lessor agrees to pay a rental fee equal to twice the daily charge in the event any Equipment is not returned in accordance with this Agreement.

3.5 The Lessor may end the Term by written notice at any time in the event that the Lessor determines that the Lessee is misusing the Equipment or has breached the terms of this Agreement.

3.6 All Equipment is subject to inspection by the Lessor upon its return. Acceptance of returned Equipment by the Lessor shall not be considered a waiver for any claims it might have against the Lessee pursuant to this Agreement, and the Lessor hereby agrees that the Lessee shall have a reasonable period of time to complete a full inspection of Equipment after its return.

4. SHIPPING COSTS

4.1 All costs and risks of shipping the Equipment shall be the exclusive responsibility of the Lessor. All Equipment shall be returned to the Lessor by prepaid freight at the expiry of the Term. All brokerage charges, shipping charges, duties, fees, insurance and taxes are the sole responsibility of the Lessor.

4.2 In the event that the Lessor agrees to deliver the Equipment to the Lessee, the Lessee shall provide detailed written instructions for the manner and location of such delivery, failing which, the Lessor shall effect delivery of such Equipment in the manner it deems appropriate. At the time of pick-up of the Equipment by the Lessee or their authorized agent at the Lessor’s place of business, or upon receipt by the Lessee after shipment, it is the Lessee’s responsibility to determine that the order is complete and to immediately notify the Lessor, prior to taking delivery, of any discrepancies. By accepting delivery of the Equipment, the Lessee acknowledges having received on lease from the Lessor, in good working order and condition, the Equipment set forth above on the date specified.

5. TITLE TO EQUIPMENT

This transaction is a leasing and not a sale. The Lessee acknowledges and agrees that the Equipment is owned by Habibi Services Inc. (the “**Owner**”) for lease to the Lessor and sublease by the Lessor to the Lessee. Title or ownership of the Equipment is, and shall at all times during the term of this Agreement remain vested in the Owner, and the Lessee shall not have any right of property therein except the right to use and sublease the Equipment which right shall be exercised by the Lessee and/or competent employees of the Lessee.

6. SECURITY, PURCHASE MONEY SECURITY INTEREST

Notwithstanding Section 5 above, to secure the Lessee’s payment and performance of its indebtedness and the Lessee’s other obligations hereunder, the Lessee grants the Lessor and such persons appointed by the Lessor, including but not limited to the Owner, a continuing security interest in any interest the

Lessee has in the Equipment, in all proceeds thereof (including proceeds of insurance) and in any rental payments receivable on any sublease permitted by the Lessor. The Lessee agrees that the Lessor and such persons appointed by the Lessor, including but not limited to the Owner, each have all rights of a secured party under any applicable personal property security legislation and at law and in equity. To the extent this Lease creates a security interest, such security interest is a purchase money security interest (as the terms “**security interest**” and “**purchase money security interest**” are used in the *Personal Property Security Act* (Ontario)) and shall be interpreted with similar effect under analogous legislation in force in any other relevant jurisdiction. In this Lease the term “**security interest**” includes a movable hypothec without delivery. **[NTD: In order to properly perfect a purchase money security interest, the PPSA registration must be made before or no later than 10 days after the Lessee obtains possession of the Equipment.]**

7. LOCATION AND USE OF EQUIPMENT

7.1 The Lessee shall cause the Equipment to be maintained and operated carefully in compliance with manufacturer’s recommendations and applicable laws and legislation, by competent and duly qualified personnel only, and for business purposes only. The Lessee shall not alter or modify the Equipment without the prior written consent of the Lessor.

7.2 The Lessee shall use the Equipment at its own risk and hereby agrees to indemnify and save the Lessor harmless from and against any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property or death based on or arising from, out of, or in connection with the actual or alleged use, operation, delivery or transportation of the Equipment.

7.3 The Lessor agrees to be solely responsible for all of the warranty costs, maintenance, operating costs and expenses related to or in any way connected or associated with the use and operation of the Equipment during the Term. The Lessor shall at all times and at the Lessor’s own expense keep the Equipment in good and efficient working order and repair and shall furnish any and all parts, mechanisms and devices required to keep the Equipment in good mechanical and working order.

7.4 The Lessor, its employees and/or specifically appointed agents shall at all reasonable times have access to the Equipment for the purpose of inspecting it.

7.5 The Lessee shall not, without the prior written consent of the Lessor, make any alterations, additions or improvements to the Equipment. All such alterations, additions or improvements so made shall belong to and remain the property of the Lessor.

7.6 The Lessee acknowledges and agrees that the Lessor is not responsible for the pick-up, return or replacement of any Equipment that is damaged, malfunctions or fails to perform.

7.7 The Lessee agrees not to remove or cover any tag, barcodes or nameplate appearing on the Equipment.

7.8 The Lessee agrees not to remove any “Shockwatches” installed on any Equipment. If any item of Equipment is returned and it is determined that a “Shockwatch” has been removed, a fee of \$100.00 will be charged to the Lessee for labour costs related to the thorough inspection of the Equipment.

7.9 It is the Lessee’s responsibility to examine and test the Equipment immediately upon receipt and prior to the acceptance of delivery. the Lessor does not guarantee, assume responsibility for or make any representation in respect of the performance or results of the Equipment. the Lessor makes no claims or warranties in regards to the performance of any Equipment when used in combination with equipment not provided by the Lessor.

7.10 The Lessee is solely responsible for (i) conducting testing of master recorded tapes for quality control on a daily basis, and for using appropriate technical equipment in respect thereof, to ensure that the Equipment is functioning properly; and (ii) complying with any additional equipment testing requirements or broader testing warranties contained within the Lessee’s own insurance policies. The Lessor shall not be liable for, and the Lessee shall not make any claim against the Lessor for, any non-performance or other irregularities pertaining to the use of the Equipment and in no way shall the Lessor be responsible for any costs, expenses and/or charges incurred by the Lessee relating to the Equipment or its use, including, without limitation, suits, claims or insurance deductibles.

7.11 Claims for non-performance, malfunction or other irregularities pertaining to the Equipment, must be made in writing immediately upon such occurrence during the Term.

7.12 The use of the Equipment for underwater or aerial mounted photography is strictly prohibited unless prior arrangements are made in writing with the Lessor.

7.13 The lease of the Equipment to the Lessee is intended for use in Canada Only. Unless the prior written consent of the Lessor is obtained, the Lessee shall not take or use the Equipment outside of Canada. Where such out of Canada use is approved by the Lessor, the Lessee acknowledges and agrees that it is solely responsibility for contracting with an established customs broker to handle the shipping and receiving of all Equipment leaving, and returning to, Canada. All brokerage charges and shipping charges, duties, fees, insurance and taxes are the sole responsibility of the Lessee.

7.14 All Equipment shall be used and operated in accordance with all applicable manufacturer’s licenses, manuals and instructions and in accordance with applicable federal, provincial, state and local laws.

8. EQUIPMENT OPERATORS

8.1 Neither the Lessor, nor any of its parent, affiliates or subsidiaries, nor any of their respective directors, officers,

employees or agents, shall be held responsible for any loss, costs, expenses or damages that may arise from the performance or non-performance of any services provided by the Lessor employees or freelance personnel which the Lessor may from time to time furnish or engage on behalf of the Lessee to operate the Equipment (“**Equipment Operators**”) as such services may be included in the description of Equipment in any Reservation. All Equipment Operators shall for all legal purposes and effect be constituted employees of the Lessee, working at the Lessee’s responsibility.

9. REPAIRS, LOSS AND DAMAGE

9.1 The Equipment shall be at the risk of the Lessee. The Lessor will not be liable or accountable to the Lessee for any loss or damage of any nature or kind whatsoever sustained by the Lessee, directly or indirectly, resulting from a failure of the Equipment, and the Lessee covenants and agrees that it will indemnify and save the Lessor harmless from and against all fines and penalties, all liability and all loss, costs, damages and expenses resulting from, caused by, or contributed to, by the operation and the use of the Equipment.

9.2 The Lessee shall be responsible for any damage to the Equipment, however caused, and the Lessee shall be responsible for all costs of repair of such Equipment, including, without limitation, any applicable insurance deductible and taxes. In addition, the Lessee shall also pay to the Lessor the full rental fees without discount, in respect of such damaged Equipment during any period it is unavailable for rental while undergoing repairs or awaiting replacement. If the damaged Equipment cannot be repaired or the cost of repair is unreasonable, in the sole judgment of the Lessor, then the Lessee shall be responsible for the full replacement cost of the damaged Equipment with equivalent, new equipment, or its successor technology without deduction for depreciation.

9.3 Any claim for non-performance, malfunction or other irregularities pertaining to the Equipment must be made in writing immediately upon such occurrence. If the Equipment becomes damaged, the Lessee shall immediately notify the Lessor. In no event shall repairs be attempted by the Lessee without the prior written consent of the Lessor.

9.4 If the Equipment or any part thereof is returned to the Lessor in an unclean or inoperable state, the Lessee shall be responsible for the payment of reasonable costs to restore the Equipment to clean and good working order, as determined by the Lessor.

10. INSURANCE

10.1 The Lessee agrees to obtain insurance for full replacement cost of the Equipment without deduction for depreciation including any resulting loss of use or loss of Rental Fees, and acknowledges and agrees that obtaining such insurance is the sole responsibility of the Lessee. Prior to pick-up or delivery of leased equipment, the Lessor will require that the Lessee present a valid certificate of insurance, naming the Lessor as a “Loss Payee” with respect to rental equipment including loss of use or loss of Rental Fees and as an

“Additional Insured” on the Lessee’s commercial general liability insurance policy. The limit of liability under the “Equipment Coverage” section of such insurance policy shall be at least equal to the full replacement cost of the Equipment (without deduction for depreciation) as dictated by the Lessor. Lessee’s insurance policy shall contain a provision as evidenced in the certificate of insurance that all insurance maintained by the Lessee shall be primary and not contributing to any other insurance maintained by the Lessor or its subsidiaries, parents or affiliated companies.

10.2 For the purposes of such insurance policy, the Equipment shall be valued at the full cost to repair or replace such property at the time of loss with equivalent new equipment or its successor technology without deduction for depreciation. the Lessor reserves the right to require a deposit for the value of the insurance deductible in connection with the entering into of this Agreement. The Lessee shall also ensure that their insurance coverage is sufficient in value to cover any Equipment provided by the Lessor as well as any equipment that may be provided by any other supplier during the same time period.

10.3 The Lessee shall, at its own expense, carry general liability insurance (including automobile liability insurance) providing coverage for liabilities arising from the Equipment including, for greater certainty and without limitation, for any Equipment Operators as described in the applicable Reservation, including without limitation liability insurance for death, bodily injury and property damage. Such insurance policies shall provide insurance in accordance with the insurance requirements, attached hereto as Schedule “A”. All such policies shall name the Lessor as an additional “named insured” and “loss payee”. The liability insurance required by this subparagraph shall be fully applied before any contribution from the Lessor’s insurance regardless of whether the Lessor’s insurance is considered primary, excess or self-insurance.

10.4 The Lessee shall obtain and maintain for the entire Term, at its own expense, property damage and liability insurance and insurance against loss or damage to the Equipment, including without limitation, loss by fire including extended coverage, theft, and such other risks of loss as are customarily covered by insurance on the type of Equipment leased hereunder and by prudent operators of businesses similar to that in which Lessee is engaged, in such amounts, in such form and with such insurers as shall be satisfactory to the Lessor.

10.5 Each insurance policy shall contain a clause requiring the insurer to give to the Lessor at least 30 days prior written notice of any alteration in the terms of such policy or of the cancellation thereof.

10.6 The Lessee further agrees to give the Lessor prompt notice of any damage to or loss of the Equipment, or any part thereof. The Lessee will at its expense make all proofs of loss and take all other steps necessary to recover insurance benefits, unless advised in writing by the Lessor that the Lessor desires to do so, at Lessee’s expense.

11. INDEMNIFICATION OF LESSOR BY LESSEE

The Lessee shall indemnify the Lessor against and hold the Lessor harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including legal fees arising out of, connected with, or resulting from the Equipment, including without limitation, the manufacture, selection, delivery, installation, possession, use, operation or return of the Equipment or otherwise on account of any personal injury or death or damage to property occasioned by the Equipment during the term hereby created or on account of any infringement or alleged infringement of patent occasioned by the operation of the Equipment.

12. NO SUBLEASE OR ASSIGNMENT OF LEASE BY LESSEE

The Lessee shall not transfer, deliver up possession of or sublet the Equipment, and the lease hereby granted shall not be assignable by the Lessee without the prior written consent of the Lessor, but nothing contained herein shall prevent the Lessor from assigning, pledging, mortgaging, transferring or otherwise disposing either in whole or in part, of the Lessor's rights hereunder.

13. COMPLIANCE BY LESSEE WITH ALL LAWS, ORDINANCES, ETC.

The Lessee shall comply with and conform to all laws, ordinances and regulations, present or future, in any way relating to the ownership, possession, use or maintenance of the Equipment throughout the Term and to the perfect exoneration from liability of the Lessor.

14. EQUIPMENT TO BE KEPT FREE OF LEVIES, LIENS, CHARGES, ETC.

The Lessee shall keep the Equipment free of levies, liens and encumbrances and shall pay all licence fees, registration fees, assessments, charges and taxes (municipal, provincial and federal) which may be levied or assessed directly or indirectly against or on account of the Equipment or any interest therein or use thereof. If the Lessee shall fail to pay such licence fees, registration fees, assessments, charge or taxes, the Lessor may pay such licence fees, assessments, registration fees, charges and taxes as the case may be in which event the cost thereof shall constitute so much additional rent, which shall be forthwith due and payable and the Lessor shall be entitled to all the right and remedies provided herein in the event of default of payment of rent.

15. EQUIPMENT TO REMAIN PERSONAL PROPERTY

The Equipment shall at all times during the Term be and remain personal and movable property, regardless of the manner in which it may be attached to any real estate. The Lessee shall install the Equipment in a manner which will permit its removal without material injury to the place of installation. The Lessee shall be responsible for any damage done to any real estate, building or structure by removal of the Equipment and shall indemnify and save harmless the Lessor therefrom.

16. DEFAULT

The occurrence or happening of any one or more of the following events shall constitute an "Event of Default":

- a) the Lessee fails to pay any Rental Fees or other payments required hereunder when due;
- b) the Lessee attempts to dispose of or encumbers or otherwise grant a lien on the Equipment;
- c) the Lessee fails to perform or observe any covenant, condition or Agreement to be performed or observed by it hereunder and such failure shall continue unremedied for a period of ten (10) days after written notice thereof by the Lessor;
- d) any representation or warranty made by the Lessee herein or in any document or certificate furnished to the Lessor in connection herewith or pursuant hereto shall prove to be incorrect at any time in any material respect; or
- e) the Lessee shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or a receiver shall be appointed for the Lessee or for a substantial part of its property without its consent and shall not be dismissed within a period of thirty (30) days, or bankruptcy, reorganization, arrangement or insolvency proceedings shall be instituted by or against the Lessee, and shall not be dismissed within a period of thirty (30) days.

17. REMEDIES

17.1 Upon the occurrence of an Event of Default, the Lessor may:

- a) deem that the Lessee has repudiated this Agreement;
- b) enter upon the premises where the Equipment is located and take immediate possession thereof, whether it is affixed to realty or not, and remove the same, without liability to the Lessor for or by reason of such entry of taking of possession, whether for damage to property or otherwise and sell, lease or otherwise dispose of the same for such consideration and upon such terms and conditions as the Lessor may reasonably deem fit;
- c) terminate this Agreement and by written notice to the Lessee specifying a payment date not earlier than five (5) days from date of such notice, require the Lessee to pay to the Lessor on the date specified in such notice as a genuine pre-estimate of liquidated damages for loss of a bargain and not as a penalty, the present worth of the aggregate of all unpaid amounts due hereunder as rental or otherwise to the expiration of the Term; or
- d) as a late charge require the payment of interest at the rate of twenty-four percent (24%) per annum on such overdue installments until paid.

17.2 No remedy referred to herein is intended to be exclusive, but each shall be cumulative and in addition to any

other remedy referred to above or otherwise available to the Lessor at law or in equity.

17.3 If an Event of Default occurs the Lessee shall be liable for any and all unpaid Rental Fees due or to become due hereunder and other costs and expenses incurred by reason of the occurrence of any event of default or the exercise of the Lessor's remedies in respect thereof, including all costs and expenses incurred in connection with the placing of such Equipment in the condition required by this Agreement.

18. WAIVER BY LESSOR

No covenant or condition of this Agreement can be waived except by the written consent of the Lessor, and forbearance or indulgence by the Lessor in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the Lessee to which the same may apply, and, until complete performance by the Lessee of said covenant or condition, the Lessor shall be entitled to invoke any remedy available to the Lessor under this Agreement or by law, despite said forbearance or indulgence.

19. RETURN OF EQUIPMENT UPON TERMINATION

Upon the termination of this Agreement for any reason the Lessee shall, at its sole cost, return the Equipment to the Lessor in accordance with the Lessor's instructions, and if the Lessee fails to do so within ten (10) days the Lessor shall have the right to enter upon the premises where the Equipment may be and take possession of and remove it at the Lessee's expense, all without legal process.

20. REPRESENTATIONS AND WARRANTIES

20.1 This Agreement constitutes the entire Agreement between the Lessor and the Lessee, and the Lessee acknowledges there are no Agreements, warranties, conditions, terms, representations or inducements, oral or written, expressed or implied, legal, statutory, customary, collateral or otherwise, made by or on behalf of the Lessor or operating in favour of the Lessee as to any aspect of such Equipment including without limitation its condition, operation, fitness, durability or merchantability.

20.2 The Lessee acknowledges the provisions of this Agreement excluding liability of the Lessor for any such failure of Equipment are fair and reasonable, and are predicated on the Lessee's choice of such Equipment and the supplier. In the event of any such failure of such Equipment, it is the Lessee's express intention that any exclusion of liability hereunder operating in favour of the Lessor shall continue to bind the Lessee.

21. TIME OF THE ESSENCE

Time is of the essence of this Agreement and each and all of its provisions.

22. BINDING UPON HEIRS, EXECUTORS, SUCCESSORS AND ASSIGNS

This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the respective parties hereto, provided that nothing in this paragraph contained shall impair any of the provisions hereinbefore set forth prohibiting transfer or subletting of said Equipment by Lessee, or assignment of this Agreement by the Lessee without the written consent of the Lessor.

23. HEADINGS

The insertion of headings in this Agreement is for convenience of reference only and shall not affect the interpretation thereof.

24. INTERPRETATION

It is hereby agreed by and between the parties hereto that whenever the context of this Agreement so requires, the singular number shall include the plural and vice versa, and that words importing the masculine gender shall include the feminine and neuter genders.

25. GOVERNING LAWS

This Agreement shall be construed according to the laws of the Province of Ontario, and no action will be brought against the Lessor, to construe or enforce the Agreement, or otherwise, except in the Courts of the Province of Ontario.

26. NON-CANCELLABLE LEASE

This Agreement cannot be cancelled or terminated except as expressly provided herein and will remain in full force for the full term indicated herein.

27. REGISTRATION UNDER PPSA

The Lessee agrees to the registration of any and all financing statements and financing change statements pertaining to this Agreement under the *Personal Property Security Act* (Ontario).

28. NOTICES

All notices, demands or other communications shall be sent to the addresses for the Lessor and the Lessee set forth above and deemed to have been properly given when delivered in person, or when sent by telecopy or other electronic means and electronic confirmation of error-free receipt is received or upon receipt of notice sent by certified or registered mail, return receipt requested, postage prepaid

29. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission or emailed PDF and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the ____ day of _____, 20__.

Notice Address:

<LESSEE>

(the "Lessee")

Attention:
Email:

Per _____
Name:
Title:

Notice Address:
151 Sterling Road, Unit 3
Toronto, ON M6R 2B2

HABIBI SERVICES INC.

Attention: Sarah Jackson
Email: sarah@habibifilmrentals.com

Per: _____
Name:
Title: