



GOOD DOG DIGITAL o/b 8752311 CANADA INC. TERMS AND CONDITIONS

1. No terms, representations, expressed or implied warranty shall bind 8752311 CANADA INC. dba GOOD DOG DIGITAL unless contained in this agreement in writing.
2. The Client/Lessee shall be responsible for any damage to the rented equipment resulting from any cause whatsoever and shall hold harmless 8752311 CANADA INC. dba GOOD DOG DIGITAL L and assume full responsibility in case of property damage, bodily injury or death caused by the use or malfunctioning of said equipment.
3. If this document constitutes a purchase agreement, 8752311 CANADA INC. dba GOOD DOG DIGITAL shall remain the exclusive legal owner of the equipment and the purchaser shall assume all the risks until the equipment is fully paid for.
4. If this document constitutes a rental agreement, the Lessee shall return the rented equipment to 8752311 CANADA INC. dba GOOD DOG DIGITAL at the end of the rental period in the same condition as when he took possession of it, except for normal wear.
5. Terms and conditions: 30 days. ***Exception: television series and movies invoice payable upon receipt of invoice.
6. Any amount due shall carry and interest rate of 1 ½ % per month (18% per year) until full and final payment
7. Until full and final payment of all sums due to 8752311 CANADA INC. dba GOOD DOG DIGITAL, should the Client/Lessee neglect to respect any or all the conditions of this agreement, or neglect to pay any sum due, or if the equipment is transported outside the province where it was rented, or if the Client/Lessee abandons or transfers his interest in any way, or attempts to sell, use it to give security or mortgage said equipment, or if the Client/Lessee becomes insolvent, obtains protection against his creditors, becomes bankrupt or if the equipment is distrained upon, 8752311 CANADA INC. dba GOOD DOG DIGITAL shall have the right to repossess immediately the equipment, to penetrate any premises in order to do so and all sums due shall become immediately payable on demand.
8. The Lessee hereby agrees that the Lessee has received a copy of this contract. All the rented equipment not returned by 10:00am on the anticipated date of return will be charged rent for that day at the rate set forth in this contract. Should the Lessee decide to purchase the rented equipment from the owner, the accrued rental cost shall not apply against the purchase price. The Lessee hereby acknowledges that the Lessee or a person representing the Lessee has examined and tested the described equipment and that the Lessee or the person representing the Lessee has received it in good mechanical and workable condition. The lessor does not guarantee, assumes no responsibility, nor makes any representation as to the performance and workable condition of the equipment. The Lessee hereby releases and discharges the Lessor of any and all responsibility for any damage of any nature whatsoever resulting from the non-performance and/or malfunctioning of the equipment whether or not the fault or negligence of the Lessor or of any person under his responsibility be established. The Lessee agrees that this contract shall be governed by and subject to the laws of the Province of Ontario. Acceptance by the Lessor of the return of the rented equipment shall not constitute a waiver by the Lessor of any claim the Lessor may have against the Lessee under this agreement.

AGREEMENT

1. The Lessee shall, at his own expense, during the term of rental, keep and maintain in his own custody, at the aforesaid address, the specified rented equipment, maintain it in good condition, and shall, at the termination of the rental, replace such equipment as may be lost, stolen, missing, broken or damaged with others of a like nature and of equal value or shall pay to 8752311 CANADA INC. dba GOOD DOG DIGITAL compensation on account thereof. The Lessee agrees to insure the equipment for the entire rental period against all risks of loss or damage whatsoever and to assume full responsibility for the all rented equipment and agrees to compensate 8752311 CANADA INC. dba GOOD DOG DIGITAL to full replacement without depreciation value if such be lost, stolen, missing, broken or damaged by any cause whatsoever, whether or not the fault of the Lessee. The Lessee further agrees to compensate 8752311 CANADA INC. dba GOOD DOG DIGITAL for any rental time lost as a result of replacement or the need for making repairs on such equipment. The Lessee shall, at his own cost and expense, but for the benefit of 8752311 CANADA INC. dba GOOD DOG DIGITAL prior to taking possession, insure the said equipment for its full replacement value against all risks of loss or damage with a qualified, reputable insurance company and shall deliver said policy to 8752311 CANADA INC. dba GOOD DOG DIGITAL with the receipt for premiums there under. Any indemnity amount paid by such insurance to 8752311 CANADA INC. dba GOOD DOG DIGITAL shall be applied towards repair or replacement of said equipment with new equipment of like kind or quality in accord with all the provisions herein. The Lessee shall also obtain a Public Liability policy for bodily injury or death or property damage subject to a minimum limit of \$1,000,000.00. The Lessee shall also provide 8752311 CANADA INC. dba GOOD DOG DIGITAL with a certificate of insurance evidencing such coverage and confirming that 8752311 CANADA INC. dba GOOD DOG DIGITAL is added as additional named insured in the policy.
2. The Lessee agrees that the leased property herein will not be taken from the ground on an airplane or any aircraft without the prior written consent of 8752311 CANADA INC. dba GOOD DOG DIGITAL nor shall the Lessee remove any equipment from the address aforesaid without fortification 8752311 CANADA INC. dba GOOD DOG DIGITAL in writing and obtaining written consent. 8752311 CANADA INC. dba GOOD DOG DIGITAL may at all reasonable times enter the premises where said equipment is kept to view the state and condition thereof. The Lessee shall not sublease or loan said equipment to any other person or firm and shall at all times remain under the immediate control, supervision and direction of the Lessee. The Lessee agrees not to remove or conceal the tag or name-plate on the equipment showing its ownership.
3. The equipment herein shall be delivered and returned by the Lessee at his own risk, cost and expense. Rental of all equipment taken out must be paid for the period until returned to 8752311 CANADA INC. dba GOOD DOG DIGITAL. No allowance will be made because any part of the required payments, or if any execution or other writ or process shall be issued in any action or proceeding against the Lessee whereby said equipment may be seized, taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against the Lessee or his property or if the Lessee shall enter into any arrangement or composition with his creditors or if any judgment is obtained against the Lessee by anyone, then in such event 8752311 CANADA INC. dba GOOD DOG DIGITAL shall at its option, retake immediate possession of such equipment and 8752311 CANADA INC. dba GOOD DOG DIGITAL may enter upon any premises where such equipment may be located and may remove it there from without notice or express permission, free from liability to the Lessee who herewith consents in advance of such acts. Upon 8752311 CANADA INC. dba GOOD DOG DIGITAL retaking possession as aforesaid, this agreement shall forthwith terminate without prejudice to liability of the Lessee to 8752311 CANADA INC. dba GOOD DOG DIGITAL for arrears of rent or for any preceding breach of this agreement or for rental for the balance of the unexpired term herein or for any other reason. The Lessee does herewith grant 8752311 CANADA INC. dba GOOD DOG DIGITAL an option to terminate this agreement on 24 hours written notice by registered mail or personal service whereupon the Lessee shall immediately return to 8752311 CANADA INC. dba GOOD DOG DIGITAL at the Lessee's risk, cost and expense the rented equipment in the same condition as when first rented and 8752311 CANADA INC. dba GOOD DOG DIGITAL shall upon receipt thereof refund the unexpired portion of rental prepaid by the Lessee, and the foregoing may be without cause other than the will of 8752311 CANADA INC. dba GOOD DOG DIGITAL. The Lessee hereby agrees to pay all reasonable attorney's fees and costs incurred by 8752311 CANADA INC dba GOOD DOG DIGITAL in protecting its rights under this agreement of in any action against the Lessee for a breach thereof. Acceptance by Lessor of the return of the rented equipment shall not constitute a waiver by owner of any claim he may have against the Lessee under this agreement for hidden or apparent damage to the equipment.
4. This agreement contains the entire understanding between the parties hereto including representations and may not be modified except by instrument in writing signed by both parties hereto. No terms, representations or warranties, express or implied not herein set forth in writing shall bind 8752311 CANADA INC. dba GOOD DOG DIGITAL.

Rental equipment received in apparent good condition.

Cleaning fees and/or repair charges will apply to any items returned in an unacceptable state.

All rental media will be erased/formatted upon return unless explicitly requested otherwise in writing.

Signature as Acceptance of Rental Conditions

Date