

Product Lease and Rental Terms:

1. This agreement covers long term lease or rental of CDM (Cityscape Enterprises Inc., also referred to as City Digital Media or City Digital or CDM) digital signage screens, media players and software.
2. In Lease to Own Agreements, contract length shall be as per specific information provided to Lessee.
3. No amount paid by Lessee for Product Rental hereunder shall be applied toward any purchase of the Product by Lessee.
4. Lease or Rental term shall be minimum One (1) year and Lessee shall be responsible for full term of the lease.
5. Short term rental length shall vary as per specific communication with Lessee.
6. Deposit shall be based on specific equipment to be leased or rented. At the end of the agreement term, deposit may be applied toward future products or services or refund shall be issued to Lessee. No interest is paid on deposit fee.
7. No refunds shall be issued for any paid up Service or Software fees.
8. Lessee to provide means of scheduling periodic payment via post-dated cheques, credit card or automated banking deposits.
9. CDM shall maintain, repair and upgrade the hardware and software as part of the lease agreement.
10. CDM shall be responsible to repair or replace any non-operational equipment and fix any defects in software provided by CDM.
11. In the event of any issues with hardware or software supplied by CDM, Lessee must notify CDM of the problem. CDM shall respond within Two (2) business days and investigate the problem. Under normal circumstances, target to fix the equipment or replace any equipment shall be Five (5) business days. In the event problem can't be resolved in specified target time, CDM shall provide written notification of the reason and time to fix. There shall be no lease charges until the problem is resolved and equipment is operational.
12. Lessee hereby acknowledges that CDM is the owner of the Product, and agrees not to remove any tag or nameplate on the Product indicating CDM's ownership. Lessee acknowledges and confirms that ownership of the Product shall remain with CDM at all times throughout the Term and for Lease to Own Agreements, ownership shall transfer to Lessee at the end of the term.
13. Lessee shall use the Product at its own risk and expense. Lessee hereby agrees to indemnify and hold CDM harmless from any and all liability, claims, costs, damages or losses resulting from the use or possession of the Product by Lessee or any third party during the Lease Period.
14. Lessee shall maintain the Product under its control, supervision, and direction and shall not sublease, pledge, or encumber the Product or assign its rights and duties under this agreement to any third party without CDM's prior written consent.
15. Outside of normal wear and tear expected, if any part or portion of the Product is destroyed, damaged, lost or stolen during the Lease period, the Lessee shall be liable to CDM for repair cost or full replacement cost.
16. Product location shall be specified to CDM by the Lessee and Lessee shall not move or cause the Product to be moved without CDM's prior written consent.
17. In the event the Lessee breaches any of the terms, covenants, or conditions set forth herein, or fails to promptly remit to CDM any amount of payments due hereunder, or if any execution, judgment or other writ or process shall be issued in any action or proceeding against Lessee whereby the Product may be seized or taken, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee, or any property of the Lessee, CDM shall have the right to enter the premises where the Product is located and retake immediate possession of the Product, with or without use of reasonable force and with or without notice to the Lessee, without being held liable by Lessee for any damages incurred by Lessee or for trespass or any other liability whatsoever as a result of such seizure. CDM shall not waive or otherwise prejudice any claim for unpaid fees or charges or any other claim, which CDM may have against Lessee by taking immediate possession of the Product in accordance with this paragraph.
18. During the Lease Period, if deemed necessary by CDM, it shall be permissible for a representative of CDM to enter at reasonable times where the Product will be or is believed to be maintained for the purpose of inspecting the Product's state and condition.
19. The acceptance of Product by CDM upon its return from Lessee shall not waive or prejudice any claim that CDM may have against the Lessee.
20. Neither this Agreement nor any of the Lessee's rights, obligations, or benefits under this Agreement may be assigned by the Lessee without the prior written consent of the Lessor (CDM).

Screen Setup and Installation:

Screen setup is included but customer is responsible to provide the electrical power, internet connection. Delivery shall be extra and as per specific project.

Wall mount, ceiling mount installation requirements are specific to each location and each screen, so these are not included in the lease or rental rates unless indicated otherwise. At Customer's discretion, CDM will assist or hire a third party contractor for the installation. This type of installation will be one time charge for service and any required hardware. Customer staff is responsible to make sure that screens can be installed at specified location and check that there are no safety, weight, electrical, wiring, building code or any other concerns. CDM is not responsible for any type of damage which may result as part of the physical installation of the mounts requiring drilling, cutting, addition of support, access via tools like ladders