

# BURKE BOX TERMS AND CONDITIONS

## ACCEPTANCE OF TERMS

Burke Box reservation holders (clients) must be at least 18 years of age. Upon finalizing a Burke Box reservation, the client acknowledges they have read and agreed to the terms below. It is the sole responsibility of the client to share these terms and conditions and other associated materials with all parties who utilize the rental. Clients agree to follow the Burke Box Handling Guidelines provided in each Burke Box and on the Curriculum Portal for the duration of their rental.

## ACKNOWLEDGMENT OF RISK

Burke Boxes may include heavy or difficult to lift components, sharp edges, choking hazards, hazardous chemicals and potential allergens. Burke Box use inherently includes risk of personal injury, exposure to hazardous chemicals and/or exposure to allergens. The client acknowledges certain risks are inherent in this program, including but not limited to those previously listed. The client is responsible for safe Burke Box handling and the wellbeing of persons using Burke Box materials during their rental. The Burke Museum is not liable for injury resulting from Burke Box use and is not financially responsible for any medical bills incurred as a result of emergency medical treatment.

The client is fully responsible for all Burke Box contents as well as the physical box itself from the receipt of the rental through the return shipping period. The Burke Museum reserves the right to charge a repair/replacement fee for Burke Box components lost or broken while the rental is in the client's care. See the Fees and Non-payments section for more details.

## PAYMENT AGREEMENT AND OPTIONS

By confirming the Burke Box reservation, the client agrees to pay the total program fee specified on the program invoice provided by Burke Education. Clients with a non-zero total program fee must indicate their intended form of payment (credit card, check, or purchase order) through the online payment link in order to finalize a Burke Box reservation.

Payment for a Burke Box rental is due on the final day of the latest scheduled rental on the invoice. Clients may pay for their rental with a credit card via our online payment link or with a mailed check posted by the final day of the scheduled rental. Checks cannot be accepted in person. Educational institutions may submit a purchase order ahead of check payment. Balances not cleared within 30 days from the rental end date will be considered a non-payment. See the Fees and Non-payments section for more details.

## PICK UP AND SHIPPING LOGISTICS

Clients must adhere to the pick up and return dates they confirmed in the reservation process. Returning Burke Boxes later than the scheduled return date without explicit prior approval from Burke Education may result in late fees and/or non-compliance cancellation of upcoming rentals. See the Fees and Non-payments and/or Rescheduling and Cancellations sections for more details.

Pick up: Clients must facilitate onsite Burke Box pick ups and returns via a Burke Business Entrance staff member. Except when prearranged, it is the client's responsibility to transport Boxes to/from and load them into/out of personal vehicles.

Shipped: In the rare instance a shipped Burke Box arrives later than the scheduled start date the Burke Museum will work with the client to make scheduling or reimbursement accommodations (it is the client's responsibility to contact Burke Education if a rental has not arrived by the scheduled start date). Prepaid return shipping labels will be provided inside mailed Boxes by the Burke Museum. Clients must drop off returning shipped Burke Boxes with the carrier indicated on the return shipping label by the final day of their rental period. Returning mailed boxes are given a three (3) day grace period after the final day of the rental to return to the Burke

Museum. Burke Boxes that arrive back to the Burke Museum later than the grace period are subject to the late fees outlined in the Fees and Non-payments section.

## **RESCHEDULING AND CANCELLATIONS**

Rescheduling: It is the client's responsibility to contact Burke Education with as much advance notice as possible if they are unable to pick up or return a Burke Box on the scheduled date. Rescheduling is not guaranteed, cannot be accommodated outside the open booking window from the date of the rescheduling request and is at the discretion of Burke Education staff.

Once a program has been rescheduled, the client forfeits the ability to receive a full or partial refund should the program later be canceled or amended. Boxes not eligible for rescheduling will be subject to the cancellation guidelines outlined below.

Client-initiated cancellations: It is the client's responsibility to contact Burke Education if they need to cancel a reservation. Cancellations must be made a minimum of two weeks before the scheduled ship or pick-up date for a refund. Cancellations requested with less than two weeks' notice will incur the full program cost.

Non-compliance cancellations: The Burke Museum reserves the right to cancel any upcoming Burke Box reservations for clients and/or organizations who violate these terms and conditions. See the Fees and Non-payments section for more information regarding refunds for non-compliance cancellations.

## **FEES AND NON-PAYMENTS**

Clients who have had fees assessed to their rental will receive an updated invoice after their Burke Boxes return to the Burke Museum. Payment is due no later than 30 days after the updated invoice is sent. Financial assistance funds awarded by the Burke Museum cannot be applied to fees.

Late return fees: The Burke Museum can assess up to a \$10 per day late fee to clients whose Burke Boxes are returned after the rental end date or return shipping buffer window (as defined in the Pick Up and Shipping Logistics section above) without explicit prior approval from Burke Education.

Damage fees: For items damaged beyond normal wear and tear (at the sole determination of the Burke Education), the Burke Museum will provide an itemized invoice for repair or replacement.

Non-compliance refunds: If Burke Education initiates the cancellation of a client's upcoming Burke Box reservation, the Burke Museum will refund any paid program costs less the total of any fees and/or other unpaid program balances incurred by the client. If the client has not paid for the program or if the paid program costs do not cover the fee balance, the client will be responsible for paying the fees assessed to them.

Non-payment: Any program costs not cleared within 30 days from the rental end date or fees not paid within 30 days of the delivery of the sending of an updated invoice post-rental will be considered a non-payment. Non-payments will affect the client and associated organization's ability to book future programs with the Burke Museum.

### **Burke Education**

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