

# DIG BOX TERMS AND CONDITIONS

## ACCEPTANCE OF TERMS

DIG Box reservation holders (clients) must be at least 18 years of age. Upon finalizing a DIG 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 Handling Guidelines provided in each DIG Box and on the Curriculum Portal for the duration of their rental.

## ACKNOWLEDGMENT OF RISK

DIG Boxes may include heavy or difficult to lift components, sharp edges, choking hazards, hazardous chemicals and potential allergens. DIG 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 DIG Box handling and the wellbeing of persons using DIG Box materials during their rental. The Burke Museum is not liable for injury resulting from DIG 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 DIG 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 DIG Box components lost or broken while the rental is in the client's care. 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 DIG 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 DIG Boxes 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 DIG 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 DIG 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. DIG 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 DIG 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. If rescheduling is not possible, the client can choose to retain the existing reservation dates or cancel the reservation.

Non-compliance cancellations: The Burke Museum reserves the right to cancel any upcoming DIG 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 DIG 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 DIG 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 of damage or replacement.

Non-compliance refunds: If Burke Education initiates the cancellation of a client's upcoming DIG 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, they will be responsible for paying the fees assessed to them.

Non-payment: Any fees not paid within 30 days of the delivery of an amended 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.

## **PAYMENT OPTIONS**

Clients may pay for fees incurred during their rental with a credit card via our online payment link or with a mailed check. 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 receipt of the amended invoice reflecting the assessed fees will be considered a non-payment. See the Fees and Non-payments section for more details.

### **Burke Education**

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