

The LESSEE acknowledges that the goods and equipment described in the contract are the property of Main Film or Diversité Artistique Montréal, hereinafter referred to as the LESSORS.

**1. Skills:** The LESSEE must demonstrate to the technical coordinator that they have the technical skills required to operate the equipment they intend to rent.

**2. Training:** Any LESSEE who does not possess the knowledge or experience required to operate the equipment they wish to rent must book a training session at a cost of between \$25 and \$50 per hour, depending on the type of training.

**3. Inspection and Examination by the LESSEE:** The LESSEE is responsible for inspecting the equipment and ensuring it is in good working order before removing it from Main Film's premises. The LESSEE has the right to ensure the equipment is in good working order. Once this right has been exercised, it will be determined by the LESSEE and Main Film that the equipment is sound, functional, and in good condition. If the LESSEE wishes to test the equipment before removing it from Main Film's premises, an appointment may be made with the technical coordinator.

The LESSEE hereby acknowledges having examined and inspected the equipment described herein and acknowledges having received it in good visual and working condition.

**4. Use of Equipment:** The equipment shall remain in the LESSEE's possession, at the LESSEE's main place of business, at all times. The LESSEE shall ensure that the equipment is handled with care, that it is not subject to misuse, and that it is kept in good condition and in excellent working order.

The LESSEE shall not sublet, lend, or transfer the equipment to any person or corporation without the LESSORS' consent. The equipment shall remain under the control of the LESSEE at all times. In addition, the LESSEE shall obtain the consent of the LESSORS prior to transporting or using the equipment outside of Canada.

**5. Liability:** The LESSEE is personally liable for the LESSORS' equipment and for any direct or indirect damage or loss it may incur during the rental period. Any LESSEE who returns damaged equipment without disclosing that the damage may have occurred while the equipment was in their possession may lose all access and membership privileges.

**6. Indemnity:** The LESSORS cannot provide insurance nor assume liability for the equipment nor guarantee its performance. Consequently, the LESSEE releases and indemnifies the LESSORS from liability for any damage or loss, including loss of data or loss of income, whether or not there is fault or negligence on the part of the LESSORS. In the event that the equipment becomes unsafe to use or malfunctions, the LESSEE shall stop using the equipment immediately and shall inform the technical coordinator as soon as possible. If the equipment is not functional, the LESSEE will not be billed. The LESSORS shall not be held responsible for the technical configuration of the equipment. It is the responsibility of the LESSEE to verify the settings before using the equipment.

**7. Insurance:** The LESSEE is financially responsible for the repair/replacement of any equipment that is damaged during the rental period. Should any equipment be lost or stolen, the LESSEE must immediately notify Main Film and complete a police report.

If the loss is covered by the insurance policy:

The LESSEE must make a claim in their own name and remit the monies received to the LESSORS so that the LESSORS may proceed with the repair/replacement of the equipment. The LESSEE must add the amount of the deductible (\$2,500) to this sum.

If the loss is not covered by the insurance policy, the LESSEE is liable to the LESSORS for the total cost of the repair/replacement. In either case, if the equipment was immediately required for another shoot, the LESSEE is also liable for the rental fees of the equipment, since the equipment should have been available.

**8. Deposit:**

A deposit of up to \$1,000 must be made when taking possession of the LESSORS' equipment. This deposit may be made by credit card (VISA only), debit payment (Interac), or cash.

**9. Additional Insurance:** Any rental equipment with an insurable value greater than \$50,000 is not covered by the insurance policy. The LESSEE must purchase, at their own expense, an insurance policy to cover the full replacement cost of all rented equipment. This insurance coverage shall be in effect from the time the LESSEE takes possession of the equipment to the time the equipment is returned. The LESSEE must provide proof of insurance and the owner of the equipment must be named as the beneficiary of the insurance policy in the event of loss or damage to the rental equipment.

The LESSEE shall leave the full amount of the deductible as a deposit and shall comply with all the stipulations of Article 7.

**10. Modifications and Repairs:** The LESSEE shall not remove, alter, deface, or conceal any codes, letters, or markings found on the equipment. The LESSEE certifies that they will not make any modifications, additions, improvements, or repairs without the written authorization of the LESSORS.

**11. Use of Equipment Abroad:** Any LESSEE who wishes to use the LESSORS' equipment outside of Canada must first obtain the consent of the LESSORS, who reserve the right to withhold such consent, with or without justification. The LESSEE shall obtain the required documentation and insurance at their own expense. Prior to departure, the rented equipment must be registered with the Canada Border Services Agency. At the request of the LESSEE, Main Film will provide written certification of the serial numbers, country of origin, and value of

the equipment. The LESSEE is responsible for arranging and paying customs and transport fees.

**12. Maintenance and Cleaning:** The rental equipment must be returned in impeccable condition. A minimum cleaning and maintenance fee of \$50 will be charged to any LESSEE who does not meet these conditions.

**13. Travel:** Travel days will be charged at the regular rental rate.

**14. Check-out and Return of Equipment:** The LESSEE may take possession of the rental equipment between 1:00 p.m. and 4:00 p.m., Monday to Thursday. The equipment must be returned between 10:00 a.m. and 12:00 p.m., Monday to Thursday. Any late returns will incur additional fees. Any LESSEE who returns equipment after 12:00 p.m. will be charged a full day's rental fee. If the equipment was immediately required for another shoot, the LESSEE will also be charged those rental fees. If the LESSEE is not able to meet this schedule, a specific time may be agreed upon, in advance, with the technical coordinator. If the specified time is outside of Main Film's business hours, a fee of between \$20 and \$50 may apply.

**15. Cancellation:** The LESSEE shall provide Main Film with at least two (2) business days' advance notice of any cancellation of equipment rental. If the LESSEE fails to provide Main Film with adequate notice, the LESSEE shall be charged the full amount due.

**16. Payment:** The LESSEE shall pay the equipment rental fees to Main Film at the time of the rental or use of services. Payments and deposits are accepted in the following forms only: debit, credit card (VISA), or cash.

**17. Outstanding Accounts:** Main Film reserves the right to recover any amount due. Furthermore, any LESSEE whose account remains unpaid will lose access to the LESSORS' equipment and services.

**18. Access to Equipment:** If the LESSEE is not the director or producer of the project, they must be the primary user of the rental equipment. For example: the camera operator or assistant camera operator (camera equipment), sound engineer (audio equipment), electrician (lighting equipment and machinery), or editor (editing equipment). The active member rate for Main Film equipment is only available to members who are the directors of their works, over which they must have full editorial and creative control.

**19. Recognition of Main Film's Support:**

Members who receive the active member rate (40% off the associate member rate, applicable on all equipment rentals and service fees) must include the organization's logo (available on our website) in the film credits and in their communication tools. Active members must also provide Main Film with a film poster, a trailer if applicable, and any other information deemed relevant (releases, festivals, etc.) so that Main Film can promote and share information about films that were produced with its support.

**20. Legal Dispute:** The LESSEE undertakes to immediately notify the LESSORS of any seizure or other legal proceedings that may be brought against the equipment. Under the present agreement, the LESSORS' sole possible liability in any dispute against the LESSEE shall be the reimbursement of the equipment rental fee. In the event of a dispute, the LESSEE hereby agrees to pay any legal fees incurred by the LESSORS in the defense of the LESSORS' rights. The LESSORS' consent to the return of the rental equipment shall not constitute a waiver by the LESSORS of any claim the LESSORS may have against the LESSEE under this agreement for any missing equipment or any damage, apparent or otherwise, to the equipment.

**21. Limitation of Liability – Indemnification:** Main Film's total liability for services arising from or in connection to this agreement, whether arising in contract, delict (including negligence), statute, or otherwise, is limited to the total amount paid to Main Film for the services received. The LESSEE may not invoke any claim or pursue any action relating to services or other matters under this agreement against any subcontractor, member, shareholder, director, officer, senior partner, or employee of Main Film. Any claim or action by the LESSEE may only be brought against the organization.

**BY SIGNING THIS AGREEMENT, I CERTIFY THAT I ACCEPT THE CONDITIONS DESCRIBED ABOVE.**

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_