

2. Equipment Access Policy

CURRENT:

2.1 Access

Access to and the use of all CineVic equipment is divided into three categories: members, non-members, and renters for CineVic sponsored events.

CineVic offers its equipment at non-member rates to outside productions merely to help further its mandates to its membership and the non-commercial public at large.

MEMBERS' rentals at member rates must be to CineVic members in good standing only. Only independent film and video productions where the CineVic renting member retains full creative control and copyright are eligible. Equipment must be signed out and picked up by a CineVic member in good standing. All equipment must be under the immediate control, supervision, and direction of the renting member or a CineVic member in good standing.

NON-MEMBERS' rentals are at non-member rates and may be checked out by anyone pending proof of insurance or appropriate deposit.

RENTERS FOR CINEVIC SPONSORED EVENTS must be the Director or Producer of CineVic sponsored events such as workshops or co-operative filmmaking ventures. Equipment must be signed out and picked up by the renter or a CineVic member in good standing. All equipment must be under the immediate control, supervision, and direction of the renter or a certified CineVic member in good standing.

CineVic reserves the right to suspend membership without refund if rental fees are in arrears, or for non-compliance with any terms and conditions of the equipment access policy. CineVic also reserves the right to suspend any member's or renter's access to equipment due to lack of competence, misuse or neglect of equipment. Appeals may be made in writing to the CineVic Board of Directors.

PROPOSED:

2.1 Access to Equipment

CineVic makes available a variety of film and video production equipment for rent to three types of RENTERS: MEMBERS, NON-MEMBERS, and SOCIETY-SPONSORED EVENTS. Each type of renter has different equipment privileges as outlined below.

Renters or the individuals operating the equipment on behalf of the renter must be able to demonstrate ability to use equipment in a competent, appropriate, and safe manner to CineVic staff before the items are removed from CineVic.

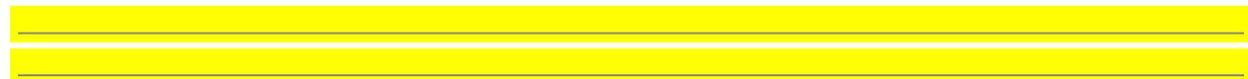
CineVic stipulates that rental of some items requires proof of insurance (please see current rental catalogue for restrictions on individual equipment items).

MEMBERS of the society in good standing may rent at member rates for independent film and video productions in which they retain a majority of the production control and copyright. Member rates are for equipment used exclusively on the member's production, and equipment must remain under the immediate supervision of either the renting member or another Cinevic member in good standing working on the renting member's production. Members must provide proof of insurance for items which require it.

NON-MEMBERS of the society may rent at non-member rates. Non-members must provide valid credit card information and a copy of government-issued identification as security, and also provide proof of insurance for items which require it. CineVic offers its equipment at non-member rates to outside productions merely to help further its mandates to its membership and the non-commercial public at large.

SOCIETY-SPONSORED EVENTS must designate an authorized representative to sign out, pick up, and return equipment on the behalf of the organizing entity. All equipment must be under the immediate control, supervision, and direction of the representative while it is signed out.

CineVic reserves the right to suspend membership without refund if rental fees are in arrears, or for non-compliance with any terms and conditions of the equipment access policy. CineVic also reserves the right to suspend any member's or renter's access to equipment due to lack of competence, misuse or neglect of equipment. Appeals may be made in writing to the CineVic Board of Directors.



CURRENT:

2.2 Liability

CineVic cannot assume responsibility or liability or make representation for the performance of its rental equipment. The renter discharges CineVic from all damages whatsoever, resulting from the performance and/or malfunction of all equipment, whether or not there is fault or negligence on the part of CineVic.

CineVic equipment may not be leased or loaned to any other person, production or organizations, and the equipment shall remain at all times under the immediate control, supervision, and direction of the renter or a certified CineVic member in good standing.

Rental equipment may not be removed from British Columbia, nor taken from the ground in an airplane or boat without the prior consent from the Board of Directors.

The renter assumes full responsibility and liability for all rental equipment. Liability insurance is the renter's responsibility. CineVic insurance covers theft or damage to the equipment on premises. Before the equipment leaves the office, a liability waiver must be signed by the renter releasing CineVic from all liability for damages caused by and/or to CineVic equipment.

Should there be any damage to, loss of or theft of any equipment during the rental period, the renter agrees to compensate CineVic for any losses that CineVic insurance does not cover up to full replacement value.

Acceptance by CineVic of returned equipment does not constitute a waiver of the renter's responsibility for damage or loss.

PROPOSED:

2.2 Liability

CineVic cannot assume responsibility or liability or make representation for the performance of its rental equipment.

The RENTER assumes full responsibility and liability for all rental equipment while it is in their care.

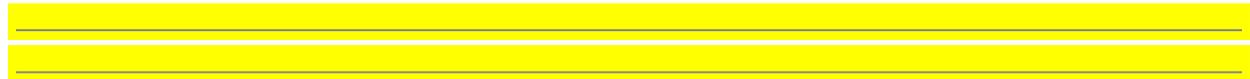
The RENTER shall maintain immediate control, supervision, and direction of the equipment and may not lease or loan the equipment to any other person, production or organizations.

The RENTER discharges CineVic from all damages whatsoever, resulting from the performance and/or malfunction of all equipment, whether or not there is fault or negligence on the part of CineVic, and must sign a liability waiver prior to the equipment leaving CineVic premises.

The RENTER is prohibited from taking the equipment from the ground in an airplane or boat without the prior consent from CineVic staff.

Liability insurance is the RENTER's responsibility. CineVic is liable for loss of and damage incurred to equipment while equipment is on CineVic premises only. In the event of any loss of or damage to equipment while equipment is in RENTER's care, the RENTER agrees to compensate CineVic for any losses that the renter's insurance does not cover, up to full replacement value.

Acceptance by CineVic of returned equipment does not constitute a waiver of the RENTER's responsibility for damage or loss. The renter remains liable for the equipment until such time as CineVic staff have examined the equipment and confirmed it is in good working condition.



CURRENT:

2.3 Equipment Rental Procedure

1. Equipment requests must be submitted at least 72 hours in advance of the desired rental time. The renter must indicate to the Equipment Coordinator the project, their own position, which items of equipment will be needed and when. The Equipment Coordinator must be able to verify that the renter or those who will be operating the equipment have been certified on the equipment.

Any rentals that are longer than one week will require prior approval from the Board of Directors.

2. Prior to renting equipment, renters must be able to demonstrate ability to use equipment in an appropriate and safe manner and be certified as competent in the use of CineVic equipment by the Equipment Coordinator.

3. Renters must confer with the Equipment Coordinator to finalize pickup and drop-off times for rentals.

4. All renters must read and sign an equipment rental agreement and liability waiver before checking out equipment.
5. When checking out equipment, renters are responsible for the careful inspection of each piece of equipment before it leaves the office, as the renter accepts full liability should there be any damage or malfunction after it has left the premises. If a piece of electronic equipment becomes inoperable, no attempt should be made to repair it without consent of the Equipment Coordinator. All equipment must remain in the original packing cases during transportation and storage.
6. Renters are responsible to return all equipment in the same condition as it went out and at agreed to times. Renters are liable for one day's rental fees for each day late, and will have rental privileges revoked until such payment(s) are made. If the equipment is not used for the full rental period, the renter will only be charged for the number of days it was used, provided that it is returned to CineVic under the Equipment Coordinator's supervision at the end of that number of days. The renter is liable for all damages or malfunction (other than normal wear and tear). Equipment that is returned in a soiled condition will be subject to a \$10 cleaning fee per item. Renters whose lighting kit rentals are returned with one broken bulb will be exempted from having to replace the bulb. Further broken bulbs will require a \$35.00 dollar replacement fee.
7. Renters may not rent equipment for the use of others. Violation of this rule may result in renter being barred from future rentals, or if renter is a member, expulsion without refund.
8. The rental of CineVic equipment at member rates constitutes a form of assistance to the filmmaker by CineVic, and as such CineVic must be fully acknowledged and credited in the film or video production receiving such assistance. The CineVic logo must appear in tail credits for all productions produced through member rates. Logos are available at www.cinevic.ca. The filmmaker must give CineVic a copy of the finished film for the film library in a timely fashion to ensure future rental privileges.

PROPOSED:

2.3 Equipment Rental Procedure

1. Equipment requests must be submitted to CineVic staff at least 72 hours in advance of the desired rental time. The renter must indicate the project title, their own position,

which items of equipment will be needed, and dates for pickup and return. CineVic staff or Board of Directors has the right to approve or deny any rental. Any rentals that are longer than three weeks will require prior approval from the Board of Directors.

2. Prior to renting equipment, renters must be able to demonstrate ability to use equipment in a competent, appropriate, and safe manner.
3. Renters must confer with CineVic staff to schedule pickup and return times for rentals.
4. All renters must read and sign an equipment rental agreement and liability waiver before receiving equipment. Any minors renting equipment must have their legal guardian sign the agreement and waiver.
5. When checking out equipment, renters are responsible for the careful inspection of each piece of equipment before it leaves the office, as the renter accepts full liability should there be any damage or malfunction after it has left the premises. If a piece of equipment becomes inoperable, no attempt should be made to repair it without consent of CineVic staff. All equipment items must remain in their original packing cases during transportation and storage.
6. Renters are responsible to return all equipment in the same condition as it went out, and at agreed upon times.
7. Renters may not rent equipment for the use of others. Violation of this rule may result in renter being barred from future rentals, and/or membership suspension or expulsion without refund.
8. The rental of CineVic equipment at member rates constitutes a form of assistance to the filmmaker by CineVic, and as such CineVic must be fully acknowledged and credited in the film or video production receiving such assistance. The CineVic logo must appear in tail credits for all productions renting equipment at member rates. Logos are available at www.cinevic.ca. The filmmaker must give CineVic a copy of the finished film for the film library in a timely fashion to ensure future rental privileges, along with production information including title, date of production, key creative talent, and contacts for exhibition/distribution and copyright holder. Non-members renting equipment at non-member rates must not reference CineVic in their production credits without prior approval.



CURRENT:

2.4 Fees

All rental fees are due in full and in advance. Any member with outstanding fees will be considered a member not in good standing and may be suspended. No rentals will be made to anyone with outstanding fees due.

MEMBERS do not require insurance unless specified for designated items of equipment.

NON-MEMBERS' rentals will be charged at higher rates and the renter must provide proof of insurance before the equipment will be released for rental.

RENTERS FOR CINEVIC SPONSORED EVENTS will pay no fees and insurance is not required for renting.

PROPOSED:

2.4 Fees

All rental fees are due in full and in advance. Any member with outstanding fees will be considered a member not in good standing and may be suspended. No rentals will be made to anyone with outstanding fees due.

There will be a \$15 late fee for equipment that is not returned on the date agreed upon, in addition to a charge equal to 200% percent of the daily rental rate for each day late.

If the equipment is not used for the full rental period, the renter will only be charged for the number of days it was used, provided that it is returned under the supervision of CineVic staff at the end of that number of days. The renter is liable for all damages or malfunction (other than normal wear and tear). Equipment that is returned in a soiled condition will be subject to a \$10 cleaning fee per item. Renters whose lighting kit rentals are returned with one broken bulb will be exempted from having to replace the bulb. Further broken bulbs will incur a fee equal to the replacement cost of each bulb.

PROPOSE TO REMOVE REDUNDANT SECTION:

2.5 Certification

In order to access the equipment, a renter must display competency to the Equipment Coordinator. Members need to be certified on production equipment as well as on editing bays in order to access them. A member needs to work out with the Equipment Coordinator a time that is convenient to become certified on equipment safety. The certification is not intended to replace training regarding equipment use and techniques,

but a way to communicate CineVic's expectations regarding equipment treatment and safety, as well as an opportunity for CineVic to ensure it's requirements regarding competence are enforced.