

# RED RENTALS VANCOUVER

Division of Cascadia Films Ltd. Vancouver, BC info@redrentalsvancouver.com 778-858-9639 (24 Hours)

## RENTAL AGREEMENT

1. The person or corporation named as Lessee on this Contract (Lessee) agrees to rent from the Lessor, herein called CASCADIA FILMS LTD, the equipment and other items more particularly described in the document attached to this Agreement, at the rental rates specified herein and subject to the following conditions.
2. The Lessee shall pay CASCADIA FILMS LTD the full amount of all rental charges at the rate set out herein. In addition, the Lessee will also pay CASCADIA FILMS LTD for any additional items requested by the Lessee and such additional items shall be treated as equipment rented under this Agreement.
3. The Lessee shall be completely responsible for any damages whatsoever to any of the leased equipment, however caused, whether through the fault of the Lessee or otherwise, and the Lessee shall be responsible for all costs of repair of such equipment, including, without limitation, any applicable insurance deductible. In addition, the Lessee shall also pay to CASCADIA FILMS LTD the full rental rates for such equipment during any period it is unavailable for rental while undergoing repairs. If the equipment cannot be repaired or the cost of repair is unreasonable, in the sole judgment of CASCADIA FILMS LTD, then the Lessee shall be responsible for the full replacement cost of any damaged equipment with equivalent, new equipment, or its successor technology without deduction for depreciation. CASCADIA FILMS LTD may request payment in advance for the repair or replacement of damaged equipment.
4. All equipment is subject to inspection upon its return. Acceptance of returned equipment by CASCADIA FILMS LTD shall not be considered a waiver for any claims it might have against the Lessee and CASCADIA FILMS LTD shall have a reasonable period of time to conduct a full inspection of any equipment after its return.
5. Where the Lessee is a corporation or is other than the person signing this Contract on Lessee's behalf, the person signing this Contract represents and warrants that he has the authority of Lessee to execute this Agreement on Lessee's behalf, to pledge the credit of Lessee and where applicable, that the person signing this contract is a duly appointed signing officer of Lessee, properly authorized on their behalf.
6. The Lessee acknowledges having received on rental from CASCADIA FILMS LTD the equipment listed (on invoice copy) in good working order and condition on the date specified.
7. The Lessee shall return the said equipment upon the date set out herein and this Agreement shall terminate on that date unless there is damage to the equipment in which case this Agreement shall terminate upon the Lessee making all required payments hereunder.
8. The Lessee covenants and agrees that it shall use the equipment at its own risk and hereby agrees to indemnify and save CASCADIA FILMS LTD harmless from and against any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property or death based on or arising from, out of, or in connection with the actual or alleged use, operation, delivery or transportation of the equipment.
9. CASCADIA FILMS LTD shall not be liable for any loss or damage of any kind whatsoever, whether caused by negligence or otherwise resulting from the services of technicians or services of any nature whatsoever provided by CASCADIA FILMS LTD.
10. The Lessee shall not seek to recover damages for physical injury or damage to property caused by any action of CASCADIA FILMS LTD or by any of its directors, officers, employees or agents whether by negligence or otherwise as the Lessee is assuming any and all risks by entering into this Agreement.
11. CASCADIA FILMS LTD shall not be held responsible for loss or damage of pre-recorded material and the Lessee realizes that any tapes and property that may be given and/or delivered over to CASCADIA FILMS LTD is done solely as a matter of convenience to the Lessee.

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12. The Lessee shall assume full responsibility for all rented equipment. Insurance for full replacement value of rental equipment without deduction for depreciation is the sole responsibility of the Lessee. Prior to pick-up or delivery of leased equipment, CASCADIA FILMS LTD will require that the Lessee present a valid certificate of insurance, naming CASCADIA FILMS LTD as a loss payee and as an additional insured on the Lessee's General Liability insurance. The limit of liability under the Equipment Coverage shall be at least equal to the full replacement cost of the rented equipment (without deduction for depreciation) as dictated by CASCADIA FILMS LTD. All equipment shall be valued at the full cost to repair or replace such property at the time of loss with equivalent, new equipment or its successor technology without deduction for depreciation.
13. CASCADIA FILMS LTD shall not be held responsible for the performance or non-performance of any freelance personnel which it may from time to time engage on behalf of the Lessee.
14. The use of the equipment for underwater or aerial mounted photography is strictly prohibited unless prior arrangements are made in writing with CASCADIA FILMS LTD. If equipment is lost or damaged as a result of such use, the Lessee shall pay CASCADIA FILMS LTD the full cost of repair or replacement of such equipment at the time of loss with equivalent, new equipment, or its successor technology without deduction for depreciation. The Lessee shall also pay to CASCADIA FILMS LTD ongoing rental charges until said equipment is returned or repaired.
15. If the equipment becomes damaged during the term of this Agreement, the Lessee shall immediately notify CASCADIA FILMS LTD that repairs and or technical assessment are necessary. If no case shall repairs be attempted without written authorization from CASCADIA FILMS LTD. All repairs will be carried out at the direction of CASCADIA FILMS LTD.
16. If the equipment or any part thereof shall be returned in an unclean state, then the Lessee shall pay a cleaning charge.
17. The Lessee shall pay all transportation charges from and to CASCADIA FILMS LTD's depot unless otherwise stated. Shipment and transportation of equipment to and from CASCADIA FILMS LTD shall be at the Lessee's risk and expense. In the event CASCADIA FILMS LTD undertakes to deliver the equipment to the Lessee or to any other party to who the Lessee directs delivery, then any person, other than CASCADIA FILMS LTD's own employees having custody of the equipment during transit and delivery, shall be deemed to be the agent of the Lessee for the purpose of such delivery.
18. All shipments are FOB our warehouse unless otherwise stated or notified. All equipment shall be returned freight pre-paid, FOB destination. All brokerage charges, shipping charges, duties, fees, insurance and taxes are the responsibility of the Lessee.
19. All equipment rentals are intended for LOCAL USE ONLY unless otherwise negotiated. The Lessee shall notify and obtain the permission of CASCADIA FILMS LTD if their intent is to use the equipment outside of the local area, out-of-province, state or country. It is the sole responsibility of the Lessee to contract an established customs broker to handle the shipping and receiving of all rental equipment leaving the country. All brokerage charges and shipping charges, duties, fees and taxes are the responsibility of the Lessee.
20. The Lessee will assume all risks and charges in regards to equipment being used outside of the city limits of our rental facility warehouse. CASCADIA FILMS LTD will not be responsible for the pickup, return or replacement of any equipment that is damaged, malfunctions or fails to perform outside of the city limits of our rental warehouse operation.
21. The Lessee shall not without written consent of CASCADIA FILMS LTD permit the equipment or any part thereof to be used by any person not qualified for its use. The Lessee shall not underlease the said equipment or loan the same to any other person, firm or corporation and said equipment shall at all times remain under the immediate control, supervision and direction of the Lessee personally.

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22. In the event the Lessee shall fail to keep and perform any or all the terms and conditions of this Agreement or should the Lessee fail to pay any rental sum agreed hereunder in the manner and time as specified or any of the equipment be seized or attached of if a petition in bankruptcy be filed against the Lessee, CASCADIA FILMS LTD is empowered to take immediate possession of its equipment and may enter any premises without notice of demand and without legal process and take possession of same.
23. The Lessee agrees to return the equipment on on before 10:00 am of the day of expected return. Extension is solely at discretion of CASCADIA FILMS LTD.
24. All drivers of vehicles which belong to CASCADIA FILMS LTD or are lent by CASCADIA FILMS LTD to the Lessee must have written approval from CASCADIA FILMS LTD to act as drivers for said vehicles. The Lessee agrees to pay the deductible claim or the cost of any required repairs to the company's vehicles or vehicles rented to the Lessee by CASCADIA FILMS LTD for damage caused during the time said vehicles are in the Lessee's possession.
25. The Lessee acknowledges that any over holding by him of the leased equipment is unauthorized. The Lessee agrees to pay rental equal to twice the daily charge for over holding unless it has been pre-arranged before the day set for return.
26. The Lessee agrees not to remove or cover any tag or nameplate appearing on the equipment. The Lessee agrees to accord credit to CASCADIA FILMS LTD on positive copies of films or videotapes which may be produced with the equipment in productions where any credits are granted.
27. For credit approved Lessees, terms are 30 days. All other Lessee terms are C.O.D. unless otherwise stated in writing by CASCADIA FILMS LTD. CASCADIA FILMS LTD may require a cash deposit or visa deposit when renting to a C.O.D. Lessee. All payments to CASCADIA FILMS LTD shall be the sole responsibility of the Lessee and not any third party. Any claims for adjustments must be presented in writing to CASCADIA FILMS LTD within ten days from the date of the invoice in question; otherwise Lessee has waived any claims.
28. Cancellation charges will be applied at the following rates:
  - Notice within 2 working days prior to date booked – 50% of reserved rate
  - Notice within 1 working day prior to date booked – 75% of reserved rate
  - Notice within ½ working day prior to day booked – 100% of reserved rate
  - Same day notice – 100% of reserved rate
29. Claims for non-performance or other irregularities pertaining to the equipment must be made by phone or in writing within twenty-four hours of such occurrence or, immediately upon malfunction or non-performance of equipment and/or service during the course of production. CASCADIA FILMS LTD will not accept responsibility for malfunctions reported once production has ceased.
30. The Lessee or their agents shall have the responsibility to use appropriate technical equipment to test master recorded tapes for quality control on a daily basis to ensure that rented equipment is functioning properly. Should the Lessee or their agent choose to forgo this testing then the Lessee shall not be permitted to make any claim against CASCADIA FILMS LTD for any non-performance or other irregularities pertaining to the equipment.
31. CASCADIA FILMS LTD makes no claims or warranties in regards to the performance of any of our equipment when used with equipment not provided by CASCADIA FILMS LTD.
32. CASCADIA FILMS LTD will perform its services in accordance with generally recognized technical practices and standards. The Lessee will have the opportunity and is encouraged to examine and test the equipment at the time of rental. CASCADIA FILMS LTD does not guarantee, assume responsibility or make any representation for the performance or results of the equipment. IN NO WAY shall CASCADIA FILMS LTD be liable for more than the replacement value of the unrecorded tapes or any other unprocessed materials.

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33. Any disputes regarding equipment performance will be resolved by CASCADIA FILMS LTD retaining a qualified engineer to investigate the dispute. The engineer will prepare a report and if the report states that equipment failed to function properly then CASCADIA FILMS LTD shall refund that portion of the rental payment applicable to the period when the equipment failed to function properly. The Lessee and CASCADIA FILMS LTD shall split the cost of the preparation of the report if it reveals the equipment was not functioning properly and the Lessee shall pay the entire cost of the report and the full rental rate for the period the equipment is not available for rental if the report states the equipment did not malfunction.
34. The Lessee acknowledges and agrees that in addition to all charges for the equipment and related services, the Lessee shall also be responsible for payment of all applicable Federal and Provincial Government taxes.
35. Any acceptance of the return of or repossession of equipment or the granting of any indulgency by CASCADIA FILMS LTD shall not constitute a waiver of any kind of the Company's rights under this Agreement.
36. The Laws of the Province of British Columbia shall apply to this Agreement.
37. Wherever the context requires, the masculine gender includes the feminine or neuter and the singular includes the plural. If there is more than one Lessee named in the Lease, the liability shall be joint and several.

I, \_\_\_\_\_, hereby acknowledge that I am an employee or contractor of:

\_\_\_\_\_ (the "Company"), duly authorized to act on their behalf and I agree as follows:

1. I have read this rental agreement in its entirety and the Company agrees to abide by its terms.
2. The Company accepts liability for whomever it authorizes to pick up video equipment from CASCADIA FILMS LTD.
3. By signing this Agreement the Company agrees to abide by the terms of this agreement for any and all future equipment rentals as and when they may occur.

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Date