

Toronto, ON
A Division of Finalé Post Production Inc.
Dunnview Crt., Mississauga ON L5N 7E4
Toll Free: 1.866.582.7678
www.finale.tv info@finale.tv



Vancouver, BC
A Division of Finalé Post Production Inc.
2339 Columbia Street, Suite 100 Vancouver, BC V5Y 3Y3
T: 604.876.7678 F: 604.876.3299 Toll Free: 1.866.582.7678
www.finale.tv info@finale.tv

OPS EQUIP RTL CONTRACT 04-14

Equipment Rental Contract

Booked By (client):			Contract #:		
Bill To:			Purchase Order #:		
Attention:			Project:		
Address:					
City:		Prov:	Postal:	Email address:	
Phone:		Fax:	Cellular:		

Rental Dates:	Pick Up Day/Time:	Due Back By:
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QTY	✓	Description and Serial Number(s)	Rate	Days	Total

Shipping:				
Insurance Waiver	Accepted	x _____ \$ _____ x8.0% (\$40 Minimum)		
	Waived	x _____ <input type="checkbox"/> If waived, proof of insurance is required.	TOTAL	

Actual Return Day/Time:	Received by:	Checked by:
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Other Information	
Driver's License <input type="checkbox"/> Photocopy _____	
Terms <input type="checkbox"/> Account <input type="checkbox"/> COD	
Credit Card <input type="checkbox"/> _____ \$ _____	
	Deposit

Equipment	
Misc	
Subtotal	
HST/GST	
PST	
Total	

Comments

Credit Card Authorization
I hereby authorize Finalé Post Production Inc. (dba EMedia Digital Solutions and/or Finalé Editworks "Finalé") to charge my credit card for the amount specified above plus any damage repair costs, charges, and/or applicable taxes, and agree to the terms and conditions of rental. I understand that unless otherwise specified on order/invoice, all sales are subject to Finalé's published "Terms of Business". Cardholder waives all rights to dispute charges with the credit card company.

undisputed

SIGNATURE: X _____ Date: _____

Rental Agreement
The undersigned (herein called the "Renter") hereby agrees that in signing this agreement, I/we have read and understood, and fully accept the conditions printed on the attached Rental and Insurance Conditions, which have been pointed out to me/us.

AUTHORIZED: X _____ Date: _____

WARNING: DO NOT LEAVE EQUIPMENT UNATTENDED OR IN UNALARMED VEHICLE.

, except if due to the negligence or willful misconduct of the Indemnities,

reasonable outside

, except if due to the negligence or willful misconduct of the Indemnities.

Rental and Insurance Agreements

(the "Indemnities")

The Renter agrees that the equipment herein shall be delivered and returned by the Renter at his own risk, cost and expense to Finalé Post Production Inc., dba Finalé Editworks and/or EMedia Digital Solutions (Finalé). Acceptance by Finalé of the return of the rented equipment shall not constitute a waiver by Finalé of any claim it may have against the Renter under this Agreement or for latent or apparent damages to the equipment.

Finalé makes no representation about the suitability of the equipment for the use intended by the Renter. The Renter acknowledges that he has examined and tested the described equipment and received the equipment in good mechanical and working condition, and hereby agrees that he will hold harmless Finalé, its affiliated companies, employees and agents against all loss arising from damage to film data, videotape, or delay in filming or production, arising or alleged to have arisen out of the performance or non performance of the equipment or its suitability for use, and will waive all rights of subrogation against them.

The Renter agrees to pay Finalé the rental charge for the supply and use of the equipment listed, for the designated rental period at the standard daily rate plus all applicable taxes. Special rates apply only if agreed to at the time of the rental. The Renter agrees that Finalé shall not be responsible for any delay or losses the Renter may encounter during the rental period, due to weather, equipment malfunction or any reason whatsoever.

The Renter shall indemnify and hold harmless Finalé, its affiliated companies, employees and agents against all losses, claims, expenses, costs or damages arising directly or indirectly from the rental, use, operation or handling of the equipment. This shall include, but not limited to, sums claimed for bodily injury, personal injury, property damage, loss of income and financial loss ~~howsoever caused~~, and any and all costs incurred in the defense of such claims or actions. The Renter hereby waives all rights of subrogation or recovery against Finalé, its affiliated companies, employees or agents.

The Renter further agrees to compensate Finalé in rent for any time lost as a result of replacement or need for making repairs on rented equipment. The Renter agrees not to loan, sublet, mortgage, sell, or dispose of this equipment in any manner. The rental equipment shall remain at all times under the immediate control, supervision and direction of the Renter, ~~and will not be covered by insurance for theft or loss from an unalarmed vehicle.~~

In the event that the Renter fails to maintain insurance as specified above, the Renter hereby agrees to be fully responsible to compensate Finalé for full replacement value, parts, repairs and labor thereto plus all applicable taxes should the said rental equipment be lost, stolen, missing, broken, damaged ~~and any cause whatsoever whether or not due to the fault of the Renter, or covered by the abovementioned insurance.~~

All rental equipment must be returned no later than 9:00 am on the day following the end of the rental period, unless otherwise agreed and the Renter agrees to pay the normal rate for each additional day the equipment is not returned by the due date and time.

The Renter agrees that facsimile copies hereof shall be treated as originals, fully binding and with full legal force and effect, and hereby waive any rights they may have to object to said treatment. All charges made to a credit card/charge card and/or payments made from a bank debit card card for the Rental Agreement and or security deposit are fully authorized and Renter agrees to resolve all disputes with Finalé as if they were made as cash payments. Renter and/or cardholder waive any rights to dispute charges with the credit card company and or banking institution.

The Renter agrees that a cancellation fee of 50% of the full rental value will apply against a confirmed order and against orders cancelled with less than 24 hours notice.

The Renter agrees that acceptance of the equipment shall be considered acceptance of the above conditions of rental.

until the earlier of the time that the equipment is promptly repaired or replacement cost is paid to Finale.

[Redacted Signature Line]

Initial



Prior to rendering any services to the Renter, Finale shall provide a certificate of insurance and policy endorsements to the Renter in accordance with Exhibit A attached hereto and made a part hereof.

The Renter shall be responsible for payment of all deductibles or self-insured retentions under its policies for claims for which the Renter is liable.

EQUIPMENT RENTAL – INSURANCE SPECIFICATIONS

In renting Equipment from Finalé Post Production Inc., dba EMedia Digital Solutions and/or Finalé Editworks, we the undersigned agree to provide:

PROPERTY INSURANCE:

- 1. Replacement Cost property insurance to the full replacement value of the rented equipment scheduled in the attached list.
- 2. Coverage to be All Risks, ~~and include earthquake, flood, drain or sewer back up.~~
- 3. No exclusion of operations for which equipment is to be used – e.g. stunting or aircraft use.
- 4. ~~Deductible to be no greater than \$500 except for \$2,500 Drain & Sewer Back Up, \$10,000. Flood and 10% Earthquake, and to be the sole responsibility of the company or individual signing the contract.~~
- 5. Finalé Post Production Inc. to be named on the policy as ~~named~~ insured and ~~sole~~ loss payee with respect to the rented equipment.

LIABILITY INSURANCE:

- 1. \$2,000,000 ~~Comprehensive~~ General Liability Insurance, including blanket contractual liability, personal injury, non owned auto liability ~~and attached machinery liability.~~
- 2. Operations insured must include operations for which equipment is rented.
- 3. ~~Deductible to be no greater than \$500 and to be the sole responsibility of the company or individual signing the contract.~~
- 4. Finalé Post Production Inc. to be named as additional insured with respect to liability arising out of the operations of company or individual renting the equipment.

aggregate Commercial

additional

as its interests may appear

, acting reasonably,

Evidence of Insurance to be faxed to Finalé Post Production Inc. at (604) 876-3299 prior to equipment rental.

Finalé Post Production Inc. reserves the right, in the event that evidence of insurance is not provided, or is unsatisfactory, to either declare the rental contract void, or, at its sole option, to provide its own insurance, and charge a fee for so doing. In renting equipment from Finalé Post Production Inc. the under signed agrees, ~~as an individual or~~ on behalf of the company to whom rental is made, to waive all rights of subrogation against Finalé Post Production Inc. and to indemnify them in the event of uninsured loss.

In signing this agreement, I the undersigned agree that I have read and understood the above insurance requirements and agree to accept and abide by them.

in accordance with the indemnity provisions of the agreement.

Authorized Signature

Dated

Company

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Delete sample as these requirements are addressed above

LE FOR RENTER'S INSURER

(Put Renters Name Here)

ADDENDUM TO CERTIFICATE OF INSURANCE

PROPERTY INSURANCE:

- 1. All Risks coverage including Earthquake, Flood & Drain or Sewer Back Up.
- 2. Deductibles of \$500, except \$2,500 Drain & Sewer Back Up. \$10,000 Flood and 10% Earthquake.
- 3. Replacement Cost Valuation.

Finalé Post Production Inc. are hereby named as additional insured and sole loss payee with respect to the rented equipment.

LIABILITY INSURANCE

- 1. \$2,000,000 comprehensive general liability, including:
 - Blanket Contractual Liability.
 - Personal Injury.
 - Non Owned Liability.
 - Attached Machinery Liability.
- 2. \$500 Deductible.

It is understood and agreed that Finalé Post Production Inc., dba EMedia Digital Solutions and/or Finalé Editworks, is added as additional insured with respect to liability arising out of operations of the company or individual renting the equipment & rights of subrogation are waived against them.

Signing broker hereby certifies that none of the used or operations of the shoot for which the equipment is rented are excluded by either of the above policies.

Authorized Signature
(Insurance Company)

Dated