# LIAISON OF INDEPENDENT FILMMAKERS OF TORONTO

## General Policy

1. The use of LIFT equipment and facilities constitutes a form of production assistance to the filmmaker by LIFT, and as such LIFT must be fully acknowledged and credited in the title and/or credit sequence of any film, video, or new media production receiving such assistance. Logos are available in the "About" section of the LIFT website.

2. Every member must demonstrate adequate technical competence to the satisfaction of the Technical Coordinator on each piece of LIFT equipment they wish to rent. This may include a written and/or hands on proficiency test.

3. Members who do not possess sufficient knowledge or experience to operate a piece of LIFT equipment that they wish to rent must take a private consultation and a test on that piece of equipment. **The fee for the consultation is \$50 per hour**. Requests for private consultations should be made one month in advance of date needed. LIFT also provides three seasons of workshops per year offering a wide range of classes covering all equipment available through LIFT. Under the discretion of the Tech department, orientations and consultations can be arranged on Tuesdays and Thursdays between 11:00am and 4:00pm.

4. Members wishing to rent the Arri III, Arri BL4, Arri SR II, Aaton XTR Prod, RED Epic Mysterium-X, the Ursa Mini with PL lenses, and/or any PL mount lenses must be and/or employ an experienced camera operator. Operators are subject to a hands-on proficiency test. This test must be booked in advance with the Technical Administrator. Tests will only be granted pending a booking and must be completed previous to the week of the booking. Only limited times are available. The test will be waived for current members of a **Motion Picture Department** union, provided proof of union membership and a copy of their cinematography resume is shown to the technical staff. Technical Coordinators will make the final judgement on whether the camera operator will be put on the "Users List" and granted usage of the equipment. The Doremi, analog projectors, film looper, and Christie are also subject to proficiency tests.

#### 4.a. Pending.

5. We encourage all equipment renters to test the equipment prior to the rental date. (Camera renters, especially renters of the Arri III, Arri BL4, Arri SR II, Aaton XTR Prod and RED Epic Mysterium-X, are encouraged to perform lens and registration tests on the camera five (5) business days prior to the rental date.) There is no rental cost for in-house tests. Contact the Technical Administrator to book equipment tests. Testing must be done Tuesday or Thursday between 11am and 4pm and cannot exceed 3 hours at no more than one (1) test per rental.

6. Members wishing to take LIFT equipment outside Ontario and Canada, or wishing to transport LIFT equipment by air, must seek pre-approval and consult with the LIFT staff to find out how to make necessary insurance, customs, and shipping arrangements prior to booking equipment.

7. Any member wishing to book equipment for a period longer than two (2) weeks must make a written request via email. Decisions on long-term rentals are at the discretion of the LIFT staff and subject to availability.

8. No member shall have full access to LIFT equipment for a production in which they do not maintain copyright and have creative control. LIFT equipment cannot be used on commercial productions. Production members may access equipment to work on non-members films if they are the sole operator of the equipment rented. We reserve the right to refuse bookings to productions not falling under our mandate.

9. The LIFT member who rents and signs for the equipment accepts full liability for any loss or damage incurred while equipment is in their possession, regardless of fault. This also applies to rentals made in favour to non-members and any booking privileges will be suspended until all daage and replacement charges have been paid for in full. All equipment is released as is with all elements of the kit. No adjustments to kits can be made.

9.a. **All analog equipment is rented as is** due to age, limited parts acquisition, and serviceability. Any issue/damage is subject to review upon completion of a damage report. No equipment will be released for use as properties or as art department fixtures.

10. Due to privacy of fellow members and staff, no visual or audio recordings can be made on the premises of the LIFT facility.

#### BOOKING AND CANCELLING EQUIPMENT

only one quote per member per project can be generated.

Only Production and Organizational members in good standing may book and sign for LIFT equipment. All outstanding debts must be paid prior to new bookings or store purchases.
Production and representatives of organizational members may book equipment up to six (6) weeks in advance. (Confirmation is required two (2) weeks prior to the booking.) All equipment and facilities bookings must be made through the Technical Administrator or Technical Coordinator. No other staff can make bookings regardless of circumstances. If facilities/equipment requested by the member are already booked, LIFT will not request other members to forfeit or adjust their bookings. Quotes will only be generated upon request, and

13. All equipment must be returned between 10:05am and 12:00pm on the pre-arranged return date. Any member who returns equipment after 12:00pm will be charged an extra day of rental fees. If a late equipment return results in equipment not being available to the next renter, the member will be responsible for all costs of renting the same or equivalent equipment from a commercial rental house in addition to the late return charge.

14. All equipment must be picked up between 2:00pm - 5:00pm. Members must come to pick up with crew fully capable of carrying and loading all items booked. Members who have equipment booked must pickup and sign for equipment during office hours. First time renters must be present at pick up time with valid ID, no exceptions. Acceptable identification includes valid Canadian driver's license, Ontario Photo Card, or current passport. (Canadian Health Cards and expired passports will not be accepted). Members who are unable to pick up must inform LIFT of who will be picking up on their behalf. The pick-up person must provide contact information and present one of the valid photo identification options listed above. Members must make pre-arrangements to sign the contract and pay prior to the release of the equipment.

15. The Technical Administrator must be notified of equipment and facilities booking cancellations at least two (2) full business days in advance of the date booked or the member will be charged 50% of the entire booking within 48 hours, or 100% within 24 hours. Recipients of LIFT Production/Post-Production Grants grants will be required to pay for any rentals and/or facilities bookings cancelled without sufficient notice. **Bookings or booked items must be cancelled by the member only and not by other crew members on the production.** 

16. None of LIFT's equipment may be picked up and returned on Saturday, Sunday, or after office hours. Productions that require equipment on Friday nights after 6:00pm or Monday mornings before 10:00am must be rented for the weekend rate of 1.5 days.

17. Every member is responsible for LIFT equipment booked in their name. When a member signs the equipment rental contract they agree that the equipment was in working order when it was picked up. Members have 24 hrs to take a photo of any damaged or missing equipment not noted upon pickup and send it to tech@lift.on.ca for assistance and/or replacement. If the equipment is lost or returned damaged the member is liable for all repair or replacement costs. Any damaged or lost equipment will be charged an additional 10% administrative fee on top of the cost of repair / replacement. If an item is missing for five (5) days, it will be assumed lost, automatically replaced and charged to the member. If more then thirty (30) days expires between the return and payment for damage or loss is determined to be negligent or outside of LIFT's insurance policies the member renting the equipment will be liable for all costs associated with damage or loss of the rental item including scheduled and projected rentals.

18. Members who book equipment from LIFT are liable for an insurance deductible (of \$1,000), in the event of loss or damage of equipment while in their possession. If loss or damage is not covered by the insurance, the member is liable for the full replacement cost of equipment. Any insurance deductible or replacement debt is payable within 30 days. Any accounts outstanding beyond this period are subject to collections via external agencies.

19. Any member who does not return rental equipment, post-production equipment or leave facilities clean and in an immediately useable state shall be charged a cleaning fee of \$50.00 per hour, 1 hour minimum.

### PAYMENT POLICIES

20. All members must pay for their equipment rental and/or facility use at the time of pick-up or usage. After hours facility users must pay in advance for facility usage. There are no exceptions. If an after hours user goes over the booked time slot, they can pay for the extra hour(s) on the next LIFT business day. Long-term facilities bookings (block, weekly or monthly) must be paid for at the end of every week.

#### **REFUND POLICY**

21. LIFT does not issue refunds for equipment rentals or store items. If applicable, equipment rental credit can be issued in place of refunds, which can only be applied to future equipment rentals. Refunds will not be given for any equipment in clear operational order. **Refunds/credit are also not given for equipment returned early.** All sales of any items from the LIFT Store are final.

POST-PRODUCTION BOOKING POLICY

22. Production Members who wish to access LIFT facilities outside of office hours must purchase a **non-refundable** access card at the price of \$10.00. The access cards are activated only after a booking is made. Lost cards must be reported to LIFT staff immediately. For after hours facility bookings, members will be charged in full for all booked rooms regardless of overlap in usage. All on-site equipment requested that is not already supplied in the booked room will be charged at 50%.

| Renter's Name:                       |        | Membership Expiry: |
|--------------------------------------|--------|--------------------|
| Driver's License Passport Ontario ID |        | Expiry:            |
| Phone:                               | Email: |                    |
| Project Title:                       |        | Renter's Role:     |
| Shooting Format:                     |        | Exhibition Format: |
|                                      |        |                    |

I acknowledge that I am responsible for all the equipment checked off on this form and that I am liable for any costs incurred in the event of damage, theft, or loss of equipment (i.e. replacement costs, repair costs, and/or insurance deductible). I also agree to return the equipment before 12:00pm on the return date specified on this contract. I agree that the equipment was in good working order when signed out. I agree that the above information regarding this production is true and accurate. Finally I have read the rental policy and agree to adhere to all of the LIFT rental policies stated above.

Please print clearly.

Rental Date:

Return Date: