

AFCOOP EQUIPMENT POLICY
FACILITIES RENTAL AGREEMENT

I) BOOKINGS:

- I) Bookings for facilities must be filled out and signed on the Facilities Rental form at least 24 hours in advance of usage date
 - II) All bookings must be confirmed via signature by an AFCOOP staff person
 - III) Only members and individuals in good standing with AFCOOP may book facilities (see GOOD STANDING POLICY).
 - IV) Bookings shall be done on a first come, first serve basis.
 - V) In the event of a same date cross booking, AFCOOP programs and workshops shall hold first priority followed by all other bookings in order of reservation date.
 - VI) All cancellation of bookings must be done 24 hours in advance of the booking date or a five hour rental will be charged. If unforeseen circumstances are involved then, at the Technical Coordinator and/or Production Coordinator's discretion, a reprieve may be given.
- Members/individuals shall have no more than one reprieve per annum.
- VII) No facility shall be occupied or utilized without prior booking and confirmation by an AFCOOP staff person.
 - VIII) All members/individuals are expected to occupy and utilize a given AFCOOP facility during ONLY the hours they have booked. If intending to occupy and utilize a facility during any additional periods of time the member/individual must confirm usage intentions with an AFCOOP staff person.

I) FACILITIES SECURITY AGREEMENT:

A) Security Code System

- I) In the event the member/individual has booked time outside of AFCOOP's hours of operation, said member/individual must schedule a time with an AFCOOP staff person to receive instruction regarding AFCOOP's security code system.
- II) The member/individual who intends to use the AFCOOP facility outside AFCOOP hours of operation must display competence in activating/deactivating the security system. Following a demonstration of competency the member/individual may sign the Facilities Rental Agreement. (An AFCOOP staff person must confirm and sign the agreement at this time.)
- III) It shall be the responsibility of the member/individual who has signed the Facilities Rental Agreement to use the AFCOOP security code system. This means deactivating the alarm upon entry and activating the alarm upon leaving the building - no exceptions. The member/individual is responsible for closing all windows and doors.

B) Keys

- I) If a member/individual intends to access AFCOOP after hours, said member/individual will receive keys allowing them to enter the AFCOOP building during their scheduled booking times. The key as well as the code issued to the key are considered property of AFCOOP and herefore the key is a property rental.
- II) Members/individuals must book keys and return them on return date.
- III) Key/keys shall be returned by the member/individual on an immediate date following use of the facility - during AFCOOP return times (between 10:00 a.m. and 12:00 p.m.) - or can be left in the AFCOOP mail box inside the AFCOOP space.
- IV) The signee shall be asked to cover the cost of any damages caused to the key/keys while in their possession (cost of having another key cut).
- V) In the event of a lost, damaged or stolen key, the member/individual will be responsible for covering the cost of replacing the key.
- VI) In absolutely NO INSTANCE shall the member/individual entrust an AFCOOP-owned key with another individual.

I) RATES/PAYMENT:

A) RENTAL RATE CATEGORIES

- I) Full Members are eligible for discounted rental rates on equipment and facilities; Full Member Rate (generally 75% off Non-Member Rate) or Collaborative Rate (generally 50% off Non-Member Rate). Eligibility for discounted rates is based upon two criteria: creative control and copyright:

- Copyright is defined as 'the right to produce copies of an artistic work,
- Creative Control is defined either as 'final cut' or 'majority artistic control over a completed artistic work'

- I) AFCOOP does not recognize incorporated parties or production companies with respect to discounted rate eligibility: discounted rates may only be rewarded on the basis of a Full Member as an individual (or a group of Full Members collaborating).

- II) All determinations of appropriate rental rate category are at the sole discretion of the Technical Coordinator and/or Production Coordinator. Any Full Member wishing to object to a determination made by the AFCOOP staff person must submit a formal complaint to the Production Committee for review.

3) FULL MEMBER RATES:

- I) Full Members in Good Standing with AFCOOP (see GOOD STANDING POLICY) are eligible for the Full Member Rate on equipment and facilities rentals for projects wherein they have creative control and copyright.
- II) Special consideration may be given to members of other co-ops and artist run centres through the Visiting Artist Member Program. In such a case, the visiting artist must supply to Technical Coordinator and/or the Production Coordinator proof of the status of their membership from the approved production centre. The visiting artist will then be afforded Full Member rates for a period of no more than 6 months. The visiting artist will, of course, be subject to the same regulations as other members.
- III) Visiting artists are bound to the same guidelines as Full Members regarding Non-Member rate charges (see 3.A.I-III) and good standing (see GOOD STANDING POLICY).

2) COLLABORATIVE RATES/PRODUCTION MEMBER RATES:

- I) Production Members in Good Standing with AFCOOP (see GOOD STANDING POLICY) are eligible for a reduced market rate on equipment and facilities rentals for projects wherein they have creative control and copyright. This rate is generally 50% off Non-Member rates.
- II) Collaborative Rate (generally 50% off Non-Member Rate) is available to a production in which a Full Member in Good Standing is collaborating with a Non-Member. The Full Member must have full creative control or copyright, or be sharing both criteria equally.
- V) Production Member/Shared Rate rentals are bound to the same guidelines as Full Members regarding Non-Member Rate charges (see 3.A.II-III).

2) NON-MEMBER RATES:

- I) All those who do not qualify for Full Member, Production Member/Collaborative or Visiting Artist Rates shall pay the Non-Member rates on all equipment/facilities rental. To qualify for this they must in good standing (see GOOD STANDING POLICY).

3) PAYMENT OF RENTAL FEES

- I) Equipment rental rates operate on a daily basis with one half day being the minimum. With the exception of post production facilities, weekends shall be considered 1 day for billing purposes and a seven day week shall be billed for 4 days.
- II) Facility rental rates shall operate on an hourly basis unless otherwise agreed upon.
- III) Bookings cancelled less than 24 hours in advance will be charged for one day's rental of their package.
- V) Renters must pay the full rental cost of their packages before taking them out.
- VI) If, for some reason, an account becomes outstanding, an additional 2% per month shall be levied.

I) MEMBER/INDIVIDUAL RESPONSIBILITIES:

- I) Renting facilities at AFCOOP's Full Member, Production Member/Collaborative or Visiting Artist Rates constitutes the equivalent of a grant and as such, members/individuals receiving these rates shall give AFCOOP a credit in their completed works and provide AFCOOP with a VHS or DVD copy of said project. This copy will be used by AFCOOP for promotional purposes only and will not be exhibited outside of AFCOOP premises or distributed without the consent of the owner.
- II) Members/individuals are responsible for all property contained within the facility during the period they occupy said facility. Failure to show adequate care for the property contained within said facility, or theft of any items whatsoever from the facility will lead to suspension of renting privileges and/or membership. If it has been determined that damage to or loss of booked equipment/property arises from neglect, misuse or theft, the renter shall be responsible for the whole of the repair and/or replacement costs plus shipping, regardless of insurance coverage.
- III) The member/individual is completely responsible for AFCOOP equipment and facilities booked in his/her name, even if another person is present during the facility usage. The member/individual must be present during facilities usage.
- IV) The member/individual is financially liable for repairs to and loss of any equipment contained in the facilities while under their use. In the case where the equipment is covered by AFCOOP's insurance policy, the renter shall be responsible for a maximum of the \$1000.00 deductible.
- V) If problems or damages occur while the member/individual is in possession of equipment, it is her/his responsibility to alert the Technical Coordinator and/or Production Coordinator as soon as possible so prompt repair arrangements can be made. Under no circumstances will any member/individual attempt to repair equipment on their own without consultation with the Technical Coordinator and/or Production Coordinator. Failure to report any damage to rented equipment will lead to a loss of renting privileges and may lead to a revocation of membership.
- VI) If it is determined that false information (creative control, person using equipment) is given in the process of renting facilities, the renting member shall have their renting privileges revoked and their membership may be suspended.
- VII) Theft of any AFCOOP property will result in immediate suspension of membership and legal prosecution.

5) PARKING:

- I) AFCOOP has a single parking space at 5663 Cornwallis Street. The space is opposite from the Regal Building - across the parking lot nearest the street.

5) DISPUTES/APPEALS:

- I) The interpretation of the definitions (non-commercial, for-profit, creative control, etc.) contained within this document are at the sole discretion of the Technical Coordinator and/or the Production Coordinator. Any disputes regarding the nature of these definitions or their application must be submitted to the Education Committee/Production Committee in writing and passed on to the Board of Directors. Payment for rented facilities may not be withheld pending their decisions.
- II) Any disagreement with any of these policies or their enforcement must be appealed to the Education Committee/Production Committee in writing.

AFCOOP EQUIPMENT RENTAL AGREEMENT

TERMS AND CONDITIONS

I, the undersigned, do sign this agreement with the complete understanding that:

- 1.** Only those individuals who are qualified and/or cleared by the Production Coordinator and/or the Technical Coordinator will be using the rented equipment.
- 2.** Rental rate is determined by the membership status of the person/s who hold/s creative control and copyright over the project, not necessarily the person operating the equipment. A Full or Production Member may not 'transfer' their status to a project that they do not have creative control or copyright of, even if they are operating the rented equipment.
- 3.** All potential renters must be 'in-good-standing', meaning that they have no outstanding debts or dues owed to AFCOOP. Refer to AFCOOP's Good-Standing Policy.
- 4.** Full and Production Member rates are considered subsidies from AFCOOP and as such the renting person/project must give proper acknowledgement to AFCOOP in their credits.

I, the undersigned, do sign this agreement with the complete understanding that I am wholly responsible for the replacement cost of any item damaged, lost or stolen while in my possession. I also understand that AFCOOP has insured some items for me and a **\$1000.00 deductible** insurance fee must be paid to AFCOOP in the event that one or more pieces of this insured equipment is damaged, lost or stolen while in my possession. **If the item is not insured by AFCOOP, I understand that I am responsible for the full replacement cost. It is my responsibility to find out what items are insured and arrange additional insurance if necessary.** Payment for rentals is mandatory, cash or cheque, before the equipment will be released to the person renting. Should a rental fee become outstanding, there is a 2% monthly penalty for late payment.

I also understand that the Atlantic Filmmakers Cooperative, its Board of Directors and staff are not responsible for any damages to persons, places or property arising from the use of AFCOOP equipment. I acknowledge that it is my responsibility to read the Government On-Set Safety Regulations and to take all necessary precautions regarding safety during the use of AFCOOP equipment.

RENTOR: _____

DATE: _____

**Technical Coordinator or
Production Coordinator** _____