

Adam Gaudreault D/B/A Mini Grip Van – Grip Van Rental Agreement



Producer: _____ ("Producer")

Effective Date: _____ ("Effective Date")

This **MINI GRIP VAN – EQUIPMENT RENTAL AGREEMENT** (the "**Agreement**") is dated as of the Effective Date between Adam Gaudreault D/B/A Mini Grip Van ("**MGV**") and Producer. Each of MGV and Producer may be referred to as a "**Party**" and together as the "**Parties**". In consideration of the mutual obligations and representations contained herein and other good and valuable consideration, the sufficiency of which is acknowledged, the Parties hereby agree as follows:

Equipment Rental

The charts in Schedule "A", Schedule "B", and Schedule "C" include all the possible items being rented (collectively, the "Equipment").

The chart in Schedule "A", lists the items in the Basic Grip Van Package and is included in all bookings.

The chart in Schedule "B", lists the items in the optional Firepower Add-On.

The chart in Schedule "C", lists the items in the optional Titan Tube Add-On.

The Firepower Add-On and Titan Tube Add-On are optional choices at time of booking. If you do not choose them at time of booking, and wish to use them on the day, the Producer will be charged at a rate equal to their price on MGV website.

Package Add-Ons included in this booking: _____

The total **Rental Price** is \$_____ for ____ [insert # of days booked] day(s).

First Day: _____ ("First Day")

Final Day of rental: _____ ("Final Day")

Rental Period. The number of days between the date the Equipment Van (the "Van") first arrives on the First Day, and the Final Day the Van is booked to be on set, inclusive of both days is the "**Rental Period**".

For each day of the Rental Period, no less than 12 hours prior to start of day, Producer must provide start time, location, and preferred parking location to MGV for the Van.

Credit Card (for Security) and Identification. In order to rent the Equipment, Producer must provide Producer's credit card and personal photo identification to MGV at time of booking.

Production Location. All production locations must be within a 100 km radius from 260 Sackville St., Toronto, ON M5A 0B3 ("Home") at MGV's discretion. If any Production Locations are outside of this 100 km radius, MGV must be notified prior to booking for MGV approval. Producer is entitled to up to 80 km mileage per day during the rental period, measured from Home. Producers using more than the 80 km will be charged \$0.30 for each km in excess of the limit. Producer is responsible for any parking fees and parking tickets.

Payment Terms: 100% of the Rental Price must be provided by Producer to MGV upon booking and the execution by Producer of this Agreement and prior to the Equipment being provided to Producer. Producer is not entitled to rent the Equipment until the Rental Price is paid in full to MGV, as confirmed by MGV. If any additional fees (including amounts for damage to, or loss of Equipment or parts, or additional fees listed in this agreement) are owed by Producer after the Producer rents the Equipment, such fees must be paid within ten (10) days of when MGV informs Producer of such fees. Payments may be made by Stripe and Bank Transfer. MGV is authorized by Producer to debit Producer's credit card for any amounts owed to MGV by Producer by virtue of Producer's engagement of MGV pursuant to this Agreement or otherwise.

Insurance. Prior to the First Day of Production, MGV requires the Producer to obtain \$60,000 in Property Insurance Coverage, listing MGV as Loss Payee for loss or damage to property rented as well as \$2,000,000 in General Liability Coverage, naming MGV as an additional insured on your liability insurance.

Producer shall ensure that its insurance is sufficient in value to cover any Equipment provided by MGV as well as any equipment that may be provided by any other supplier with respect to the production.

Producer will reimburse MGTV for any Equipment which is lost, stolen, missing, broken, or damaged while in possession of the Producer by any cause whatsoever, whether due to Producer's fault or not, at the same commercially reasonable rate MGTV pays to repair or replace such Equipment. Producer agrees to immediately report to MGTV any damage, theft and/or disappearance of any or all the Equipment as well as the circumstances under which the damage, theft and/or disappearance of Equipment occurred. Failure to do so, including if Producer returns Equipment without declaring damages incurred during the Rental Period will result in additional liability assumed by Producer at MGTV's sole discretion. If the Producer's insurance does not cover all losses outlined herein or otherwise incurred by MGTV due to the damage, theft and/or disappearance of any or all the Equipment, Producer shall be liable, on demand, to MGTV for all of MGTV's losses.

Use of Equipment. Producer must return the Equipment in the same condition in which they were given it. Although MGTV actively maintains the Equipment on a regular basis, the Producer must check the Equipment before using it. If there are any problems, Producer must inform MGTV immediately, otherwise MGTV may presume that any problems related to the Equipment occurred due to Producer's use of the Equipment. Producer will ensure the Equipment is kept in a secure location when not in use, and that it is not exposed to extreme or damaging conditions (e.g., leaving equipment unattended anywhere, including in cold weather, operating Equipment in the rain, putting it down in mud). Equipment must be clean and in orderly condition upon return after each use (i.e., cables properly wrapped, items stowed neatly in their proper places). Returned Equipment without all parts provided by MGTV is not considered as being returned and late charges will be incurred until the parts have been returned to MGTV's satisfaction. Producer will not attempt any repairs or modifications to Equipment without express prior written consent of MGTV. If Producer returns items in notably dirty, wet or disorderly condition, Producer may have to pay a cleaning charge to be determined by MGTV.

Cancellation. MGTV may cancel the rental at any time before the First Day, provided that the Producer fails to fulfill any part of this agreement. Cancellation by MGTV will result in a charge of up to 20% of the Booking Fee (at MGTV's discretion). MGTV may cancel the rental of a specific piece of Equipment at any time provided that the piece of equipment is unable to be rented due to equipment damage or failure. In the case of cancellation of the rental of a specific piece of the equipment package, the Producer will be given a discount by MGTV.

Cancellation by Producer with less than 2 weeks advance notice in writing to MGTV shall result in a charge of 30% of the Booking Fee.

Indemnity. Producer shall indemnify MGTV and its representatives, successors, and assigns and defend and hold all of them and their shareholders, directors, officers, employees and agents harmless from and against all losses, costs, liabilities, damages, claims, judgments, penalties, and expenses arising out of any damages or losses related to the Equipment, including without limitation any third parties, and/or Producer's contractors and/or employees who were associated in any way with the Equipment or the production for which the Equipment was rented.

Liability. MGTV shall not be liable for injury or accident while its facilities or equipment are in use. MGTV is not liable for any damages or loss due to Equipment failures or issues. IN NO EVENT SHALL MGTV BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES ARISING FROM PRODUCER'S USE OF EQUIPMENT, INCLUDING BUT NOT LIMITED TO LOSS PROFITS AND LOSS REVENUE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

Driver Responsibilities. MGTV will provide a Driver of the van (the "Driver"). The Driver will be the only individual allowed to drive the van to and from production locations. At no point will any crew or cast enter the driving cab of the van. The Driver is responsible for delivering the equipment to set as well as maintaining the inventory within the Van while on site. The MGTV Van is used only for transporting MGTV Driver and equipment. MGTV and Driver will not be held responsible or liable for shuttling crew members, personal belongings or equipment supplied by other vendors. At the end of production, Driver will assist in putting all the Equipment back into the van. The Driver will not help out on set unless upgraded to a Swing or Gaffer. If Driver is not upgraded to a Swing or Gaffer, Production will be provided with a key for the cargo/storage area of the van to access Equipment. In the event that the driver is not with the Van due to washroom, or food break, and has provided production with a key to the Van, the Producer will be responsible for ensuring the cargo/storage area of the Van is fully locked before leaving it unattended.

Swing Upgrade. The Driver can be upgraded to a Swing (the "Swing") (a Lighting and Grip Technician) prior to the First Day of a booking. A driver upgraded to a Swing is not to be placed in any supervisory role on the day(s) of work (eg. Gaffer, Key or Assistant Key positions) and should not be the sole member of either the lighting or grip team. A Swing will work as both a Grip and Electric helping out on set where needed in the lighting department. If you choose the Swing Upgrade, and there is no Gaffer on set, the Swing will not perform Gaffer duties unless upgraded to a Gaffer. A Driver upgraded to a Swing will also perform all duties that are the responsibility of the Driver.

Gaffer Upgrade. The Driver can be upgraded to a Gaffer (the “Gaffer”) prior to the First Day of a booking.

The Gaffer’s duties include:

- Work closely with the Director of Photography to help design a lighting plan for the shoot
- Supervise the lighting department
- Ensure safety of electrical and grip equipment
- Work on set to implement the lighting plan

A Driver upgraded to a Gaffer will also perform all duties that are the responsibility of the Driver.

Standard Working Day. A Driver/Swing/Gaffer (the “MGV Employee”) operates on a Standard 10 hour work day with a 1 hour meal break (10+1). Hours are billed door-to-door, meaning from the time an MGV Employee leaves Home (Travel Start) until MGV Employee has returned back Home at the end of the work day (Travel End). Any Day during the Rental Period that goes longer than six (6) working hours, production is required to provide lunch/dinner for the MGV Employee.

MGV Employee type requested at time of booking: _____

Overtime. Overtime is calculated in 30 minute increments taking effect after the 10th hour of work for the MGV Employee, inclusive of travel time. Overtime Rates can be found in the chart below.

	10+1 Hour Day	Working Hours 10-12	Working Hours 12+
Driver	No Cost	\$25.50/hr	\$34.00/hr
Swing	\$250 Day Rate	\$37.50/hr	\$50.00/hr
Gaffer	\$350 Day Rate	\$52.50/hr	\$70.00/hr

General Terms

The expiry or termination of this Agreement for any reason shall not affect Producer’s obligations and undertakings herein.

If any portion of this Agreement is held to be illegal or invalid for any reason, the Agreement shall be construed as if the invalid or illegal provisions had been deleted and the balance shall remain in full force.

This Agreement shall be interpreted and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This Agreement shall replace and supersede all previous arrangements, understandings, representations or agreements (written or oral, express or implied) between the Parties with respect to the subject matter herein. This Agreement may be modified only by a written instrument executed by the Parties. The Parties have read and fully understand the terms of this Agreement, which shall be binding on their heirs, executors, administrators and assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Adam Gaudreault D/B/A Mini Grip Van

[Insert Name of Production]

[Insert Name of Producer’s Company (if applicable)]

[Insert name of Individual], [Role in Company]

X_____

I, [Insert name of Individual], have the authority to bind this party, and I agreed to this contract, by placing a checkmark in the contract consent box on the Mini Grip Van website on [date of booking], at time of booking.

Schedule "A" – Items in Basic Grip Van Package

	LIGHTS			
1.	Aputure LS 1200d Pro			1
	a.	Hyper Reflector (Wide, 45deg)		1
	b.	Hyper Reflector (Medium, 30deg)		1
	c.	Hyper Reflector (Narrow, 15deg)		1
	d.	Custom Fitted Rain covers		1
2.	Prolycht Orion 675 FS			1
	a.	Orion 675 FS Fresnel Kit		1
3.	Aputure Nova p300c			1
	a.	P300c Barn Doors		1
	b.	Carry Case		1
4.	Aputure Amaran 300c			1
	a.	Aputure 2x Fresnel		1
	b.	Aputure 2x Barndoors		1
5.	Aputure LS60x			2
	a.	Aputure Spotlight Mini Zoom		1
6.	Aputure MC + B7C Kit			
	a.	Aputure MC		5
		MC HoneyComb Grids		2
	b.	Aputure B7C		4
7.	Aputure Amaran F22c			1
	a.	Amaran f22 Lantern		1
	LIGHT MODIFIERS (SCRIMS/FLAGS/RAGS/ETC.)			
8.	Frame Kit			
	a.	4' Aluminum Extrusion		16
	b.	2' Aluminum Extrusion		4
	c.	Corner Bracket for Aluminum Extrusion		16
	d.	Coupler for Aluminum Extrusion		8
	g.	4" Black Ball Bungee Tie Downs		47
	h.	Westcott SJ Cine Clamp		4
9.	Rags Bag			
	a.	8x8 Black Solid		2
	b.	8x8 Unbleached Muslin		1

	c.	4x4 Unbleached Muslin	1
	d.	8x8 Artificial Silk	1
	e.	4x4 Artificial Silk	1
	f.	8x8 Full Silent Grid Cloth	1
	g.	4x4 Full Silent Grid Cloth	1
	h.	4x4 Silver Bounce	1
	i.	56" x 64" Camo Netting	1
10.	24x36 Scrim Kit		
	a.	Open End Single Black Scrim	1
	b.	Open End Double Black Scrim	1
	c.	Open End Artificial Silk Scrim	1
	d.	Solid Black Flag	2
	e.	Wood Breakup Cucoloris (Cookie)	1
11.	40x40 Black Floppy		2
12.	40x40 Ultrabounce Floppy		1
13.	40x40 Beadboard		1
	a.	Kupo Foamcore Fork	1
14.	Aputure Spotlight Mount With 19deg Lens		1
	a.	Aputure 26deg Lens	1
	b.	Aputure 10 Piece GOBO Kit	1
15.	5' Octobox Softbox w/Grid		1
16.	32"X47" Rectangle Softbox w/Grid		1
17.	Aputure Lantern 60cm		1
	STANDS & BOOMS		
18.	Shape WLB Triple Riser Combo Stand		2
	a.	Shape Combo Stand Wheels	2
19.	Kupo 226M Master Combo HD Stand w/ Leveling Leg		1
20.	Matthews Mini Max Boom Stand		1
21.	C-Stand (40" Matthews) w/Grip Heads & Gobo Arm - Turtle Base		4
22.	C-Stand (40" Savage) w/Grip Heads & Savage Gobo Arm - Savage Turtle Base		2
	a.	Savage 20" Leveling leg for c-stand	2
23.	C-Stand Riser (20" Black - Avenger)		1
24.	Kupo Short Low Mighty Stand		1
25.	Kupo Baby Stand w/ Leveling Leg		1
26.	Matthews Baby Light/Heavy Triple Riser		2

	GRIP EQUIPMENT			
27.	Extra Grip Head			2
28.	Nested Apple Box			2
29.	Matthews The BabySitt'r			1
30.	15lb Saddle Sandbag (Lead Shot)			12
31.	Misc Grip - Crate #1			
	a.	Matthellini Center Jaw Clamp - 3in		2
	b.	Matthellini End Jaw Clamp - 6in		2
	c.	Super Clamps		2
	d.	3" Wall Plate		1
	e.	Junior Wall Plate		1
	f.	Mic Boom Pole Holder		1
	g.	Junior to Baby Pin Adapter		2
32.	Brown Zipper Pouch Labeled: Baby Pins			
	a.	Snap-In Spigots		2
	b.	Super Clamp Plastic Wedges		2
	c.	Drop Ceiling Clip		2
	d.	Kupo Long Double Stud		1
	e.	5/8" Stud With 1/4-20" Female Thread		1
	f.	Double End Stud (1/4"-20 & 3/8") Spigot		2
33.	A-Clamps & Safety - Crate #2			
	a.	#1 A-Clamp		4
	b.	#2 A-Clamp		6
	c.	#3 A-Clamp		4
	d.	Mini A-Clamps		10
	e.	Safety Cables		3
	f.	Brown Rubber Door Stops		5
	g.	Tennis Balls		24
	ELECTRIC			
34.	50' Stingers 12/3 SJOOW - Crate #3			3
35.	25' Stingers 12/3 SJOOW - Crate #4			6
36.	Purple Zipper Pouch Labeled: Electrical Accessories			
	a.	Cube Taps		6
	b.	Handheld Bulb Dimmers		2
	c.	E26 Pendant Light Cord w/switch - Black (15'5")		2

	d.	USB wall plug 2.4A	1
	OTHER		
37.	Equipment Cart / Scaffolding		1
38.	Bell Air Attack 650 Floor Pump		1
39.	First Aid Kit		1
40.	Fire Extinguisher		1
41.	Furniture Blankets		2
42.	Umbrella		1
43.	Spare Key		1
44.	Collapsible Traffic Cone		1

Schedule "B" – Items in Firepower Add-On

	FIREPOWER ADD-ON (OPTIONAL)		
1.	Aputure Storm 1200x		1
	a.	Wide Reflector (45deg)	1
	b.	Custom Fitted Rain covers	1
2.	Matthews Mini Mombo Stand		1

Schedule "B" – Items in Firepower Add-On

	TITAN TUBE ADD-ON (OPTIONAL)		
1.	Aster Titan Tube		4
	a.	Aster Titan Accessory Package	4
	b.	Aster White Remote	1
	c.	1/4-20 Round Anti-slip Magnets	8
	d.	40° Titan Tube Grid	2