



**SAW Video Association**  
**Equipment and Facilities Access Policy / Rental Contract**  
(Revised August 15, 2011)

Please read the following policy and contract. Should you have questions regarding any part of it, please ask before signing the agreement. The term "member", as used in this contract, refers to any person to whom SAW Video is renting equipment or facilities.

Equipment and facilities at SAW Video are primarily for the use of individuals producing their own work. Equipment and facilities are also available to non-profit groups and cultural organizations with annual operating budgets under \$1,000,000 that are producing work that fits within SAW Video's mandate.

### **MEMBERS' RESPONSIBILITIES**

SAW Video's equipment and post-production facilities are for the purpose of producing work that is non-commercial, independent and artistic in nature. Directors must maintain creative control and copyright of their work in whole or in part.

The following list, while not exhaustive, details the type of work that may be produced using SAW Video equipment and facilities: drama, documentary, animation, experimental, film and/or video installation, documentation of cultural events, web-based projects, and performative video. Ineligible work includes: projects commissioned by, made on contract for, or produced by a government agency, a non-profit organization with a budget over \$1,000,000, a broadcaster or private company; industrial, corporate, promotional or instructional projects; movies-of-the-week; and news reports.

Anyone using SAW Video equipment or post-production facilities must either a) satisfy the technical coordinator (or an appointed representative of SAW Video) that s/he can completely and safely operate the equipment, or b) take the necessary workshops to obtain accreditation in the use of the desired equipment.

Credit may be extended to members in good standing after their first two rentals. Credit will be revoked if members maintain a balance on their account above their credit limit and/or beyond the allotted 30-day repayment period. Rental privileges may also be revoked under the same circumstances until members have made arrangements to pay their account by communicating with the administrative coordinator.

Members using SAW Video equipment or post-production facilities must agree to the following conditions:

1. Members agree to report any theft or mysterious disappearance of equipment rented from SAW Video to the police immediately. Members also agree to report promptly any damage and/or theft and/or disappearance of equipment as well as the circumstances under which either occurred to the technical coordinator. Failure to do so will result in members assuming liability for the total cost of replacing or repairing any equipment that is lost, stolen or damaged while in their possession.

Furthermore, members bear responsibility for either the total cost of loss and damage (when not covered by insurance) or the insurance deductible of \$1,500.00 (in instances when insurance does cover the loss or damage).

All members who return equipment without declaring damages incurred during the period in which the equipment was in their possession will be liable for the cost of repairs and may be subject to expulsion from SAW Video.

2. No member will attempt any repairs or modifications to equipment or post-production facilities without consent from the technical coordinator (e.g., reconfiguration of cables in a suite or using superglue to repair a broken camera).

3. When taking equipment off-site, members will ensure that it is kept in a secure location when not in use, and that it is not exposed to extreme or damaging conditions (e.g., leaving a camera unattended in cold weather).

4. Equipment must be restored to clean and orderly condition after each use (e.g., cables properly wrapped).

5. Members are responsible for removing all data from memory cards following their shoot. When editing at SAW Video, members are expected to save projects on personal hard drives. SAW Video reserves the right to remove members' files from editing suite computers after three months.
6. SAW Video requests that credit for the use of facilities and/or equipment appear in the titles of members' productions: "Produced with the equipment (or 'the facilities') of SAW Video." Where credits are inappropriate, SAW Video requests acknowledgement in written material accompanying the final product.
7. SAW Video accepts no liability for injury or accident while its facilities or equipment are in use.
8. Members must accept all of the above conditions in order to rent equipment or facilities. Failure to comply may result in suspension as a member of SAW Video.

**BOOKINGS**

1. A producing membership must be paid for before the use of equipment or post-production facilities will be permitted.
2. Until creditworthiness is established, new members will be required to pay for their bookings at the time of equipment pickup or, in the case of edit suite bookings, at the end of their session.
3. Bookings may be made by phone, by e-mail or in person. At the time of booking, members must provide a working title and briefly describe the work they intend to produce. Based on this description, SAW Video's technical coordinator or an appointed representative will determine whether the project fits within SAW Video's mandate. Members are also encouraged to submit the finished product to SAW Video's archives and to the programmer for consideration in SAW Video's annual members' screening.
4. Forty-eight (48) hours' notice (two full business days) must be given for cancellation of equipment or facilities bookings. Full charges may be applied if less than 48 hours' notice is given.
5. Before leaving SAW Video with equipment, members must fill out and sign a rental agreement.
6. Although the technical coordinator actively maintains SAW Video's equipment on a regular basis, it is strongly recommended that members check their rental equipment before taking it out. If there are any problems, inform the technical coordinator immediately.
7. In the event of genuine equipment failure (i.e. if it can be demonstrated that it was not the result of operator error), credit will be given to members for the amount paid to rent the equipment. For credit to be granted, however, equipment malfunctions must be reported to the technical coordinator immediately after discovery (i.e. before or at the time of return).
8. Equipment must be returned between 10:00 a.m. and 12:00 noon on the date noted on the rental agreement unless a different time has been pre-arranged and approved by the technical coordinator. An additional rental day will be charged for late returns.
9. Members in good standing are eligible for a credit limit of up to \$250.00 after their first two equipment rentals. Credit may subsequently be extended to \$500 upon members' demonstration of appropriate respect for credit terms. Members who choose not to pay their invoices at the time of equipment pickup (or at the end of their edit session) will have 30 days to pay.
10. Members whose accounts are overdue by \$250.00 or more and/or those who have not made payment on their accounts within 60 days of incurring the cost will be denied access to equipment and facilities unless access is extended at the discretion of staff. Overdue bills in excess of 90 days may go to a collection company if a payment plan cannot be arrived at. Members with a poor record of payment may only have their credit restored at the discretion of management.

I have read the above Access Policy/Rental Contract and agree to the conditions.

SAW Video Member \_\_\_\_\_

Date \_\_\_\_\_

SAW Video Representative \_\_\_\_\_