

This LENZ RENTAL INC. – EQUIPMENT RENTAL AGREEMENT (the “Agreement”) is dated as of the Effective Date (as defined in Schedule “A”) between Lenz Rental Inc. (“Lenz Rental”) and Producer (as defined in Schedule “A”). Each of Lenz Rental 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

Equipment, Rental Price, Pick Up Date and Drop Off Date are defined in Schedule “A”.

### Pick Up and Drop Off

It is Producer’s responsibility to pick up the Equipment from a location to be determined by Lenz Rental on the Pick Up Date, after \_\_\_\_ am/pm, and before Lenz Rental closes for the day. It is Producer’s responsibility to return the Equipment to a location to be determined by Lenz Rental on the Drop Off Date, between \_\_\_\_ am and \_\_\_\_am. Pickups and returns outside of these times must be pre-arranged in writing by Lenz Rental and may involve additional rental charges, as dictated by Lenz Rental. Additional full rental days will be charged in the case late returns, including if it is for a missing part. As well, if a piece of Equipment is not returned, either whole or in part, rental privileges will be suspended until the missing items or parts are returned, or payment is made for their replacement.

### Rental Period

The number of days between the Pick Up Date and the Drop Off Date, inclusive of both days is the “Rental Period”.

### Payment and Identification

In order to rent the Equipment, Producer must provide Producer’s credit card and personal identification to Lenz Rental, which Lenz Rental has the absolute discretion to approve or not. Additionally, the identification of the person picking up and/or dropping off the Equipment must also provide his or her identification to Lenz Rental. If the person picking up and/or dropping off the Equipment is not the individual who signed this Agreement, the Producer must provide written notice to Lenz Rental in advance of when the Equipment is dropped off or picked up as the case may be. Lenz Rental has the right to refuse to provide the Equipment or to consider the Equipment completely returned if such identification is not provided.

### Payment Terms

Ten percent (10%) of the Rental Price must be provided by Producer to Lenz Rental as a non-refundable deposit (the “Deposit”) upon the execution by Producer of this Agreement. Additionally, ninety percent (90%) of the Rental Price must be provided by Producer to Lenz Rental before the Equipment is provided to Producer. Producer is not entitled to rent the Equipment until the Rental Price is paid in full to Lenz Rental, as confirmed by Lenz Rental. Payment may be made by certified cheque, bank draft, or credit card. If additional fees are owed by Producer after the Producer rents the Equipment, such fees must be paid within five (5) days of when Lenz Rental informs Producer of such fees.

## Indemnity

Producer shall indemnify Lenz Rental 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.

## Insurance

In order to rent Equipment, Producer must obtain insurance for the full replacement cost of the Equipment without deduction for depreciation including any resulting loss of use or loss of rental fees and acknowledges and agrees that obtaining such insurance is the sole responsibility of Producer. For clarity, the limit of liability under the "Equipment Coverage" section of such insurance policy shall be at least equal to the full replacement cost of the Equipment (without deduction for depreciation) as dictated by Lenz Rental. Prior to testing and/or pick up of Equipment, Lenz Rental will require Producer to present a valid certificate of insurance.

Producer's insurance policy shall contain a provision as evidenced in the certificate of insurance that all insurance maintained by Producer shall be primary and not contributing to any other insurance maintained by Lenz Rental or its subsidiaries, parents or affiliated companies. Producer agrees to compensate Lenz Rental any Equipment which may be lost, stolen, missing, broken, or damaged by any cause whatsoever, whether due to Producer's fault or not.

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

Producer, at its own expense, shall carry general liability insurance, including automobile liability insurance for any vehicle rented or operated for Equipment transport, delivery and return, providing coverage for liabilities arising from the Equipment including, for greater certainty and without limitation, for any equipment operators, including without limitation liability insurance for death, bodily injury, and property damage. Such insurance policies shall provide at least \$2,000,000 in insurance for all persons injured or killed in the same accident or occurrence, and no less than \$1,000,000 in insurance for property damage. All such policies shall name Lenz Rental as an additional "named insurer" and "loss payee". The liability insurance required herein shall be fully applied before any contribution from insurance regardless of whether Lenz Rental's insurance is considered primary, excess or self-insurance.

Producer's insurer must be informed in writing if the Producer's production requires the Equipment to be used in a situation that may pose a risk to any or all of the Equipment, including but not limited to use of any or all of the Equipment on aircraft, drones, moving vehicles (including boats and ships), in a stunt, or under water.

Producer agrees to immediately report to Lenz Rental 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 Lenz Rental's sole discretion.

If the Producer's insurance does not cover all losses outlined herein or otherwise incurred by Lenz Rental due to the damage, theft and/or disappearance of any or all the Equipment, Producer shall be liable, on demand, to Lenz Rental for all of Lenz Rental's losses, as determined by Lenz Rental in its sole and absolute discretion. Such losses may include but not be limited to the total cost of loss and/or damage relating to the Equipment when the loss and/or damages are not fully covered by Producer's insurance policy, and/or any and all costs relating to the theft, or mysterious disappearance of any or all of the Equipment, fees to properly replace the Equipment, and Lenz Rental's legal fees.

## Use of Equipment

The Equipment may not be taken out of Canada. The utmost care shall be taken with using the Equipment. Producer must return the Equipment in the same condition in which they were given it. All necessary training to use all the Equipment must be done by the relevant people, namely the Producer and/or the Producer's crew, in advance of the Equipment being rented. Although Lenz Rental actively maintains the Equipment on a regular basis, Producer must check the Equipment before taking it. If there are any problems, Producer must inform Lenz Rental immediately, otherwise Lenz Rental 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 a camera 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 cases). If Producer returns items in notably dirty, wet or disorderly condition, Producer may have to pay a cleaning charge to be determined by Lenz Rental. Additional fees for Equipment rental may be incurred if Lenz Rental has to dry or clean or sort out improperly stowed Equipment upon its return.

Producer is responsible for removing all data from memory cards following their shoot, before they return Equipment. Returned Equipment without the memory cards or any other part, are not considered as being returned and late charges will be incurred until the cards (or other parts) have been returned to Lenz Rental's satisfaction.

## Cancellation

Lenz Rental may cancel the rental of any or all the Equipment at any time. Cancellation by Producer shall result in a loss of the Deposit. If Lenz Rental cancels, Lenz Rental be able to rent all the Equipment for at least the same cost as the Rental Price, a limited time rental voucher may be provided to Producer.

## ■ **General Terms**

Credit for the use of Equipment shall appear in the credits of Producers' productions as follows: "Produced with the equipment of Lenz Rental." Where credits are inappropriate, Producer shall acknowledge Lenz Rental in written material accompanying the final product.

Lenz Rental shall not be liable for injury or accident while its facilities or equipment are in use. Equipment is rented "AS IS", and there is no warranty of use provided by Lenz Rental.

Producer will not attempt any repairs or modifications to Equipment or post-production facilities without express prior written consent of Lenz Rental (e.g. reconfiguration of cables in a suite or using superglue to repair a broken camera).

Lenz Rental is not liable for any damages or loss due to Equipment failures or issues. IN NO EVENT SHALL LENZ RENTAL 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.

Lenz Rental may terminate this Agreement if Producer, including all its contractors and/or employees who were renting Equipment, cause damage to the Equipment, disobey security policies, or do not pay the full fees provided herein.

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.

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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.**

**FOR USE WHEN THE PRODUCER IS A CORPORATION**

.....  
[Insert Name of Producer's Company]

.....  
LENZ RENTAL INC.

.....  
[Insert name of Individual and Role in Company]  
I have the authority to bind this party.

**FOR USE WHEN THE PRODUCER IS A PERSON**

.....  
LENZ RENTAL INC.

.....  
[Insert name of Producer]

