

## Company and Show Information

**\* MANDATORY FIELDS**

**A \$2000 deposit is required for rental. Deposit Invoice Needed?**  **Yes, please!**  
Cash or cheque preferable.

\* Show Name: \_\_\_\_\_

\* Show Type:  Commercial – Job # \_\_\_\_\_  TV  Feature  
 School Film  Independent  Other \_\_\_\_\_

\* Department:  Props  Set Dec  Other \_\_\_\_\_

\* Rental Dates: \_\_\_\_\_ – \_\_\_\_\_

\* Company Name: \_\_\_\_\_

\* Office Address: \_\_\_\_\_

\* City: \_\_\_\_\_ \* Province: \_\_\_\_\_ \* Postal Code: \_\_\_\_\_

\* Production Phone: \_\_\_\_\_

\* Your Name: \_\_\_\_\_ Position: \_\_\_\_\_

\* Cell Phone: \_\_\_\_\_ \* Email: \_\_\_\_\_

\* Dept. Head Name: \_\_\_\_\_  Same as above

\* Phone: \_\_\_\_\_ \* Email: \_\_\_\_\_

\* Accounting Contact: \_\_\_\_\_

\* Phone: \_\_\_\_\_ \* Email: \_\_\_\_\_

Additional Contact: \_\_\_\_\_ Position: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Terms and Conditions

### 1. RENTAL TERM AND RATE

- 1.1. The Lessee will rent the Props from Empire Props for the number of weeks as recorded in this Agreement, from the Pick-Up Date until the Return Date.
- 1.2. The Lessee will pay Empire Props the Rental Price, plus applicable taxes, to rent the Props for the Initial Rental Term.
- 1.3. The Lessee and Empire Props may, by written notice signed by both parties, extend the Initial Rental Term, and set a new return date (the "Extended Return Date"). For each week subsequent to the Initial Rental Term, the Lessee will be charged a rental price in accordance with the price list attached as Schedule "A" to this Agreement (the "Extended Rental Price").
- 1.4. The Lessee will pick up the Props from Empire Props' warehouse, located at 204-6200 Darnley Street, Burnaby, British Columbia (the "Warehouse") on the Pick-Up Date, and will return the Props to the Warehouse by the close of business on the Return Date or Extended Return Date, as applicable.
- 1.5. If the Lessee does not return the Props to the Warehouse by the close of business on the Return Date or Extended Return Date, as applicable, then the Lessee will be required to pay fifty (50) percent of the Rental Price for each week that the Lessee retains the Props in its possession beyond the Return Date or Extended Return Date, as applicable.
- 1.6. Prior to the commencement of the Initial Rental Term, the Lessee may elect to take possession of the Props for a period of twenty-four (24) hours prior to the Pick-Up Date for show and tell purposes. If the Lessee does not return the Props by the end of the twenty-four (24) hour period, the Lessee will pay Empire Props the Rental Price, in full.

### 2. THE PROPS

- 2.1. Empire Props represents and warrants that the Props are in good working condition, safe, and free of any damage or defects that would render the Props unsafe or unusable.
- 2.2. On the Pick-Up Date, the Lessee will inspect the Props for any damage or defects. If the Lessee determines there is damage to certain Props or the Props are defective, the Lessee may exchange the Prop for another Prop of the same kind and quality.
- 2.3. Empire Props will take photographs of all Props on or before the Pick-Up Date and will provide the Lessee with copies of the photographs by email on the day following the Pick-Up Date (the "Photographs").
- 2.4. The Lessee will use, operate, and store the Props in accordance with their manufacturers' operating manuals, and will use the Props only in the manner in which they are intended to be used and for the purposes as advised by Empire Props.
- 2.5. The Lessee will assume responsibility for any and all damage or loss to the Props while they are in the Lessee's possession, including while in transit, in use at the Lessee's location, or in storage.
- 2.6. The Lessee will not remove the Props from the Province of British Columbia without the prior written consent of Empire Props.
- 2.7. The Lessee will not modify the Props in any manner whatsoever while the Props are in the Lessee's possession unless it has received prior written consent from Empire Props to do so. If the Lessee has received Empire Props written consent to modify the Props in any manner whatsoever, the Lessee will be solely responsible for all liabilities which may arise from, or in connection with, the modification of such Props. The Lessee will be responsible for restoring such modified Props to their original condition prior to the Return Date. If the Lessee fails to restore such modified Props to their original condition prior to the Return Date, Empire Props will charge the Lessee for the costs associated with the repair of the modified Props to their original condition, or the cost of replacing such Props, whichever is less.

- 2.8. The Lessee will return the Props to Empire Props on the Return Date, or such other date as the parties agree, in the same condition as they were received on the Pick-Up Date.

### **3. DEPOSIT**

- 3.1. The Lessee will provide the Deposit, as recorded in this Agreement, to Empire Props prior to the Pick-Up Date.
- 3.2. Empire Props will refund the Deposit to the Lessee after the Lessee completes the following:
- (a) returns all Props to the Warehouse;
  - (b) pays the costs of damage, replacement, sorting or cleaning for the Props, if applicable; and
  - (c) pays the Invoice amount in full.
- 3.3. If the Lessee fails to complete any of the requirements listed in clause 3.2 of this Agreement, then Empire Props will keep the Deposit and apply it towards the outstanding balance owed by the Lessee.

### **4. PAYMENT**

- 4.1. It is a condition precedent to Empire Props' obligations under this Agreement that the Lessee provides a completed purchase order, with a valid purchase order number, to Empire Props, before the Pick-Up Date. This condition is for the sole benefit of Empire Props. If Empire Props wishes to waive this condition or declare it fulfilled, then Empire Props will do so by giving written notice (the "Notice") to the Lessee prior to the Pick-Up Date. If Empire Props has not given Notice to the Lessee, then this Agreement is terminated and neither party will have any further obligations under this Agreement.
- 4.2. Empire Props will provide the Lessee with an invoice within one day after the Return Date (the "Invoice").
- 4.3. The Lessee will pay the total amount indicated on the Invoice to Empire Props within thirty (30) days from the date of the Invoice. The Lessee will be responsible for paying applicable taxes.
- 4.4. If the Lessee does not pay the total amount on the Invoice within thirty (30) days, then Empire Props will charge the Lessee a 1.5 percent late fee for each month the Invoice is outstanding.

### **5. LOST OR DAMAGED PROPS**

- 5.1. The Lessee will not use, or will immediately discontinue using, any Props which the Lessee knows, or ought reasonably to know, to be unsafe, damaged, or broken (the "Damaged Props"), and will immediately notify Empire Props of such damage and return the Damaged Props to the Warehouse. Until the Damaged Props are returned to the Warehouse, the Lessee will be responsible for all liabilities including injuries to any person or property that result from the use of, or arise in connection with, the Damaged Props. The Lessee will take all reasonable steps to prevent further damage to the Damaged Props and to prevent any injury to persons or property.
- 5.2. If the Lessee returns the Props to Empire Props on the Return Date in any manner whatsoever that differs from the condition of the Props in the Photographs, the Lessee will pay Empire Props the following fees, in addition to the Rental Price or Extended Rental Price, within thirty (30) days of the date of the Invoice:
- (a) for Props that are returned broken or damaged, beyond damage that results from reasonable wear and tear, that Empire Props in its sole discretion determines can be repaired, a repair fee for the actual costs incurred by Empire Props for repairing the Damaged Props to a condition, which in Empire Props' sole discretion, is safe and in good working condition;
  - (b) for Props that are returned broken or damaged, beyond damage that results from reasonable wear and tear, that Empire Props in its sole discretion determines cannot be repaired, a replacement fee for the actual costs incurred by Empire Props for replacing the damaged Props with new or used Props, which in Empire Props' sole discretion, are of the same kind and quality;
  - (c) for Props that are returned dirty, a cleaning fee for the actual costs incurred by Empire Props for cleaning the Props (the "Cleaning Fee"); and
  - (d) for Props that are lost and are not returned, a replacement fee for the actual costs incurred by Empire Props for replacing the missing Props with new or used Props, which in Empire Props' sole discretion, are of the same kind and quality.

- 5.3. If any of the Props are stolen while the Props are in the Lessee's possession, the Lessee will file a police report immediately and will immediately notify Empire Props of the stolen Props.
- 5.4. If the Lessee returns any props or items on the Return Date that are not the property of Empire Props, then Empire Props will charge the Lessee a sorting fee as follows:
  - (a) no fee for 10 items or less;
  - (b) \$25.00 for 11 to 20 items; and
  - (c) \$50.00 for more than 20 items.

## **6. HOLDS AND CANCELLATIONS**

- 6.1. The Lessee may place Props on hold for up to 2 (two) weeks without charge (the "Props on Hold"). The Lessee may extend the hold for more than 2 (two) weeks by providing Empire Props with written notice.
- 6.2. If the Lessee fails to pick up Props on Hold after 2 (two) weeks, or fails to provide Empire Props with written notice for an extension, the Lessee will pay Empire Props the entire amount of the first week's rental price for the Props on Hold.
- 6.3. The Lessee may cancel its prop order upon providing Empire Props with written notice. If the Lessee cancels its prop order less than twenty-four (24) hours before the Pick-Up Date, then the Lessee will pay Empire Props a restocking fee of fifteen (15) percent of the first week's Rental Price.
- 6.4. The Lessee may not cancel its prop order if the Props have been ordered and picked up by the Lessee on the Pick-Up Date.

## **7. INTELLECTUAL PROPERTY**

- 7.1. The Lessee will obtain any permissions and clearances necessary to display trademarks or other protected intellectual property in connection with the Props.
- 7.2. The Lessee will indemnify and hold harmless Empire Props from any and all claims of any kind or type brought by any person(s) or entities regarding any use of the Props, including, but not limited to, any claim, liability, loss, costs, damages, expenses, or claims arising directly or indirectly out of, or in connection with the Props rented by the Lessee, its agents, servants, contractors, representatives, guests, invitees, or Lessees.

## **8. GENERAL**

- 8.1. **Rights in Recordings:** Empire Props acknowledges that the Lessee, and its successors, has the right to use the Props in connection with the Production in any manner and media, including without limitation, in connection with any advertisements, promotions, publicity or other material relating to the Production.
- 8.2. **Governing Law:** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 8.3. **Entire Agreement:** This Agreement and the Schedules attached hereto constitute the entire agreement between the parties in connection with the subject matter herein, and supersede all prior correspondence, memoranda, and agreements between the parties relating to the subject matter herein.
- 8.4. **Severability:** If any of the provisions of this Agreement are held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.
- 8.5. **Amendment:** No modification or amendment to this Agreement will be effective unless made in writing and duly executed by the parties.
- 8.6. **Assignment:** No party may assign this Agreement, nor any rights or obligations under or relating to this Agreement, without the prior written consent of the other party, which consent may be arbitrarily withheld.
- 8.7. **Enurement:** This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

- 8.8. **Arbitration:** Any dispute arising out of or in connection with this Agreement will be referred to and finally resolved by a single arbitrator (the "Arbitrator") pursuant to the *Arbitration Act* (British Columbia), as amended. The decision of the Arbitrator on any submitted issue will be conclusive, final and binding on all parties. All costs of arbitration will be borne equally between the parties.
- 8.9. **Notices:** All notices required or permitted under this Agreement will be in writing and personally delivered or delivered by electronic means of communication in accordance with the contact information provided on page 1 of this Agreement.
- 8.10. **Counterparts:** This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original. All executed counterparts taken together will be deemed to constitute one and the same original agreement.
- 8.11. **Delivery:** Transmission of an executed copy of this Agreement (including any amendments to this Agreement) by any party hereto to the other parties of this Agreement by facsimile or e-mail in PDF format will be effective as delivery to the other parties hereto of a manually executed counterpart hereof.

**AS EVIDENCE OF THEIR AGREEMENT** the parties have executed this Agreement as of the date first written above.

**EMPIRE PROPS LTD.**

**THE LESSEE:**

Per: \_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
*Lessee Name*

Per: \_\_\_\_\_  
 Authorized Signatory

**SCHEDULE A**

**Price List**

The following rental prices apply to Rental Terms that are 10 weeks or less:	
1 <sup>st</sup> Week	Full price
Each Subsequent Week	50% discount off the full price
**Rentals of more than 10 weeks must be negotiated in advance.	