



123 West 7th Avenue, Vancouver, BC V5Y 1L8

O: 604-875-6301 F: 604-875-0832

www.genint.com

www.matrixvideo.ca

Prior to release of equipment, Rentee must provide Genesis Integration Inc. (doing business as Matrix Video) with a certificate of insurance evidencing the following levels of coverage:

REQUIREMENTS FOR INSURANCE

1. Replacement Cost and All Risk Coverage

Coverage must specify replacement cost (at the full cost to repair or replace property at the time of loss with equivalent, new equipment or its successor technology without deduction for depreciation) and all risk coverage.

2. Genesis Integration Inc. is listed as sole Loss Payee

Genesis Integration Inc. must be listed as **sole Loss Payee** with respect to loss or damage to equipment rented or leased to the **Named insured**.

3. Genesis Integration Inc. must be listed as **Additional Insured with respect to liability arising out of the operations of the **Named Insured**.**

4. General Liability – no less than \$1,000,000 each occurrence

General Liability insurance covering bodily injury and property damage with an insurance limit of no less than \$1,000,000 each occurrence.

5. Territory of Coverage

Territory Policy must be specified (Worldwide, North America, US and/or Canada)

6. Breach of Conditions

The insurance provided by the above scheduled policies shall be in force as to the interest of the certificate Holder notwithstanding and act, neglect, omission or misrepresentation attributable to the Named Insured.

7. Proof of Loss

In the absence of the Named Insured or the inability, refusal or neglect of the Named Insured to give notice of loss or delivery the required Proof of Loss under the policy(ies) the Certificate Holder may give the notice upon becoming aware of the loss and deliver as soon as practicable the Proof of Loss.

8. Cancellation Notice

Certificate must contain a clause requiring thirty (30) days written notice of cancellation or material change in coverage.

IF ANY OF THE ABOVE ITEMS ARE NOT SPECIFICALLY EVIDENCED ON THE CERTIFICATE OF INSURANCE IT WILL NOT BE ACCEPTED.

PLEASE FORWARD THIS DOCUMENT TO YOUR INSURANCE BROKER TO FACILITATE ISSUANCE OF ACCURATE DOCUMENTATION.



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RENTAL AGREEMENT

1. The person or corporation named as Lessee on this contract (lessee) agrees to rent from the Lessor, herein called Genesis Integration Inc., the equipment and other items more particularly described in the document attached to this Agreement, at the rental rates specified herein and subject to the following conditions.
2. The Lessee shall pay Genesis Integration Inc. the full amount of all rental charges at the rate set out herein. In addition, the Lessee will also pay Genesis Integration Inc. for any additional items requested by the Lessee and such additional items shall be treated as equipment rented under this Agreement.
3. The Lessee shall be completely responsible for any damages whatsoever to any of the leased equipment, however caused, whether through the fault of the Lessee or otherwise, and the Lessee shall be responsible for all costs of repair of such equipment, including without limitation, any applicable insurance deductible. In addition, the Lessee shall also pay to Genesis Integration Inc. the full rental rates for such equipment during any period it is unavailable for while undergoing repairs. If the equipment cannot be repaired or the cost of repair is unreasonable, in the sole judgment of Genesis Integration Inc., then the Lessee shall be responsible for the full replacement cost of any damaged equipment with equivalent, new equipment, or its successor technology without deduction for depreciation. Genesis Integration Inc. may request payment in advance for the repair or replacement of damaged equipment.
4. All equipment is subject to inspection up on its return. Acceptance of returned equipment by Genesis Integration Inc. shall not be considered a waiver for any claims it might have against the Lessee and Genesis Integration Inc. shall have a reasonable period of time to conduct a full inspection of any equipment after its return.
5. Where the lessee is a corporation or is other than the person signing this Contract on the Lessee's behalf, the person signing this Contract represents and warrants that he has the authority of Lessee to execute this Agreement on Lessee's behalf, to pledge the credit of Lessee and where applicable, that the person signing this contract is a duly appointed signing office of Lessee, properly authorized on their behalf.
6. The Lessee acknowledges having received on rental from Genesis Integration Inc. the equipment listed (on invoice copy) in good working order and condition on the date specified.
7. The Lessee shall return the said equipment upon the date set our herein and this Agreement shall terminate on that date unless there is damage to the equipment in which case this Agreement shall terminate upon the Lessee making all required payments hereunder.
8. The Lessee covenants and agrees that it shall use the equipment at its own risk and hereby agrees to indemnify and save Genesis Integration Inc. harmless from and against any and all liability, loss, damage, expense, cause of action, suits, claims or judgments arising from injury to persons or property or death based on or arising from, out of, or in connection with the actual or alleged use, operations, delivery or transportation of the equipment.
9. Genesis Integration Inc. shall not be liable for any loss or damage of any kind whatsoever, whether caused by negligence or otherwise resulting from the services of technicians or services of any nature whatsoever provided by Genesis Integration Inc..
10. The Lessee shall not seek to recover damages for physical injury or damage to the property caused by any action of Genesis Integration Inc. or by any of its directors, officers, employees or agents whether by negligence or otherwise as the Lessee is assuming any and all risks by entering into this Agreement.



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11. Genesis Integration Inc. shall not be held responsible for loss or damage of per-recorded material and the Lessee realizes that any tapes and property that may be given and /or delivered over to Genesis Integration Inc. solely as a matter of convenience to the Lessee.
12. The Lessee shall assume full responsibility for all rented equipment. Insurance for full replacement value of rental equipment without deduction for depreciation is the sole responsibility of the Lessee. Prior to pick-up or delivery of leased equipment, Genesis Integration Inc. will require that the Lessee present a valid certificate of insurance naming Genesis Integration Inc. as a loss payee and as an additional insured on the Lessee's General Liability insurance. The limit of liability under the Equipment Coverage shall be at least equal to the full replacement cost of the rented equipment (without deduction for depreciation) as dictated by Genesis Integration Inc.. All equipment shall be valued at the full cost to repair or replace such property at the time of loss with equivalent, new equipment or its successor technology without deduction for depreciation.
13. Genesis Integration Inc. shall not be held responsible for the performance or non-performance of any freelance personnel which it may from time to time engage on behalf of the Lessee.
14. The use of the equipment for underwater or aerial mounted photography is strictly prohibited unless prior arrangements are made in writing with Genesis Integration Inc.. If equipment is lost or damaged as a result of such use, the Lessee shall Genesis Integration Inc. the full cost of repair or replacement of such equipment at the time of loss with equivalent, new equipment or its successor technology without deduction for depreciation. The Lessee shall also pay to Genesis Integration Inc. ongoing rental charges until said equipment is returned or repaired.
15. If the equipment becomes damaged during the terms of this Agreement, the Lessee shall immediately notify Genesis Integration Inc. that repairs or technical assessment are necessary. In no case shall repairs be attempted without written authorization from Genesis Integration Inc.. All repairs will be carried out at the direction of Genesis Integration Inc..
16. If the equipment or any part thereof shall be returned in an unclean state, then the Lessee shall pay a cleaning charge.
17. The Lessee shall pay all transportation charges from and to Genesis Integration Inc. depot unless otherwise stated. Shipment and transportation of equipment to and from Genesis Integration Inc. shall be at the Lessee's risk and expense. In the event Genesis Integration Inc. undertakes to deliver the equipment to the Lessee or to any other party to who the Lessee directs delivery, then any person, other than Genesis Integration Inc.' own employees having custody of the equipment during transit and delivery, shall be deemed to be the agent of the Lessee for the purpose of such delivery.
18. All shipments are FOB our warehouse unless otherwise stated or notified. All equipment shall be returned freight and per-paid, FOB destination. All brokerage charges, shipping charges, duties, fees, insurance and taxes are the responsibility of the Lessee.
19. All equipment rentals are intended for LOCAL USE ONLY unless otherwise negotiated. The Lessee shall notify and obtain permission of Genesis Integration Inc. if their intent is to use the equipment outside of the local area, out-of-province, state or country. It is the sole responsibility of the Lessee to contract an established customs broker to handle the shipping and receiving of all rental equipment leaving the country. All brokerage charges and shipping charges, duties, fees, and taxes are the responsibility of the Lessee.
20. The Lessee will assume all risks and charges in regards to equipment being used outside of the city limits of our rental facility warehouse. Genesis Integration Inc. will not be responsible for the pickup, return or replacement of any equipment that is damaged, malfunctions or fails to perform outside of the city limits of our rental warehouse operation.



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21. The Lessee shall not without written consent of Genesis Integration Inc. permit the equipment or any part thereof to be used by any person not qualified for its use. The Lessee shall not under lease the said equipment or loan the same to any other person, firm, or corporation and said equipment shall at all times remain under the immediate control, supervision and direction of the Lessee personality.
22. In the event the Lessee should fail to keep and perform any or all the terms and conditions of this Agreement or should the Lessee fail to pay any rental sum agreed hereunder in the manner and time as specified or any of the equipment be seized or attached or if a petition in bankruptcy be filed against the Lessee, Genesis Integration Inc. is empowered to take immediate possession of its equipment and may enter any premises without notice of demand and without legal process and take possession of same.
23. The Lessee agrees to return the equipment on or before 10:00 am of the day of the expected return. Extension is solely at the discretion of Genesis Integration Inc..
24. All drivers of vehicles which belong to Genesis Integration Inc. are lent by Genesis Integration Inc. to the Lessee must have written approval from Genesis Integration Inc. to act as drivers for said vehicles. The Lessee agrees to pay the deductible claim or the cost of any required repairs to the company's vehicles or vehicles rented to the Lessee by Genesis Integration Inc. for damage caused during the time said vehicles are in the Lessee's possession.
25. The Lessee acknowledges that any over holding by him of the leased equipment is unauthorized. The Lessee agrees to pay rental equal to twice the daily charge for over holding unless it has been per-arranged before the day set for return.
26. The Lessee agrees not to remove or cover any tag or nameplate appearing the equipment. The Lessee agrees to accord credit to Genesis Integration Inc. on positive copies of films or videotapes which may be produced with the equipment in productions where any credits are granted.
27. For credit approved Lessees, terms are 30 days. All other Lessee terms are C.O.D. unless otherwise stated in writing by Genesis Integration Inc.. Genesis Integration Inc. may require a cash deposit or visa deposit when renting to a C.O.D. Lessee. All payments to Genesis Integration Inc. shall be the sole responsibility of the Lessee and not any third party. Any claims for adjustments must be presented in writing to Genesis Integration Inc. within ten days from the date of the invoice in question; otherwise Lessee has waived any claims.
28. Cancellation charges will be applied at the following rates:
Notice within 2 working days prior to the date booked – 50% of reserved rate
Notice within 1 working day prior to the date booked – 75% of reserved rate
Notice within 1/2 working day prior to the date booked – 100% of reserved rate
Same day notice – 100% of reserved rate
29. Claims for non-performance or other irregularities pertaining to the equipment must be made by phone or in writing within twenty-four hours of such occurrence or, immediately upon malfunction or non-performance of equipment and/or service during the course of production. Genesis Integration Inc. will not accept responsibility for malfunctions reported once production has ceased.
30. The Lessee or their agents shall have the responsibility to use appropriate technical equipment to test master recorded tapes for quality control on a daily basis to ensure that rented equipment is functioning properly. Should the Lessee or their agent choose to forgo this testing then the Lessee shall not be permitted to make any claim against Genesis Integration Inc. for an non-performance or other irregularities pertaining to the equipment.



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31. Genesis Integration Inc. makes no claims or warranties in regards to the performance of any of our equipment when used with equipment not provided by Genesis Integration Inc.
32. Genesis Integration Inc. will perform its services in accordance with generally recognized technical practices and standards. The Lessee will have the opportunity and is encouraged to examine and test the equipment at the time of rental. Genesis Integration Inc. does not guarantee, assume responsibility or make any representation for the performance or equipment. IN NO WAY shall Genesis Integration Inc. be liable for more than the replacement value of the unrecorded tapes or any other unprocessed materials.
33. Any disputes regarding equipment performance will be resolved by Genesis Integration Inc. retaining a qualified engineer to investigate the dispute. The engineer will prepare a report and if the report states that equipment failed to function properly then Genesis Integration Inc. shall refund that portion of the rental payment applicable to the period when the equipment failed to function properly. The Lessee and Genesis Integration Inc. shall split the cost of the preparation of the report if it reveals the equipment was not functioning properly and the Lessee shall pay the entire cost of the report and the full rental rate for the period the equipment is not available for rental if the report states the equipment did not malfunction.
34. The Lessee acknowledges and agrees that in addition to all charges for the equipment and related services, the Lessee shall also be responsible for payment of all applicable Federal and Provincial Government taxes.
35. Any acceptance of the return of or repossession of equipment or the granting of any indulgence by Matrix shall not constitute a waiver of any kind of the Company's rights under this agreement.
36. The Laws of the Province Of British Columbia shall apply to this Agreement.
37. Wherever the context requires, the masculine gender includes the feminine or neutral. The singular context includes the plural, and if there is more than one Lessee, the liability shall be joint and several.

I, _____, hereby acknowledge that I am an employee

or contractor of: _____

(the "Company"), duly authorized to act on their behalf and I agree as follows:

I have read this rental agreement in its entirety and the Company agrees to abide by its terms.

The Company accepts liability for whomever it authorizes to pick up video equipment from Genesis Integration Inc.

By signing this Agreement the Company agrees to abide by the terms of this agreement for any and all future equipment rentals as and when they may occur.

Name & Title

Date