



## **Rentals Policy**

The Winnipeg Film Group is a filmmaker co-operative at its core. We acquire and maintain equipment, facilities and other related services that directly support the capacity of independent filmmakers in Manitoba to experiment and create in film and video.

The Winnipeg Film Group makes its equipment available for rental as a service, and serving the needs of artistic creators in independent film and video is our first priority. Our organization will additionally support the equipment needs of other non-profit organizations for projects and activities with a demonstrated benefit to artists working in independent film or video.

## **Policy Overview**

Winnipeg Film Group members working on independent (non market-driven) film and video projects have priority access to all our equipment and facilities, over all other activities. An independent film or video project is defined as one that is created for an artistically-driven reason, as opposed to being created in response to market-driven demands. Additionally, for an independent work the director / artistic creator retains full creative and editorial control and is additionally the sole or major rights holder of the work.

The Winnipeg Film Group strongly supports filmmakers receiving royalties and artist fee payments for their works, however the difference between independent and non-independent – by our definition – is that for independent works, creativity and innovation drives the form and the creation process, not perceived marketability. The Winnipeg Film Group cannot assume responsibility or liability or make any representation for the performance of its equipment and facilities.

The borrower / renter discharges the Winnipeg Film Group from all damages whatsoever resulting from performance or malfunctioning of said equipment and facilities, whether or not there is a fault or negligence on the part of the Winnipeg Film Group.

The borrower / renter assumes full responsibility for all rental equipment and rental facilities. While the Winnipeg Film Group carries limited insurance coverage for

equipment borrowed by its members, in the case of large production packages individual insurance is highly recommended.

The Winnipeg Film Group carries no third party property liability insurance or third party injury liability for its members. We do refer member insurance packages with HUB Insurance which members with a production add-on can buy from HUB Insurance for independent productions; in all cases, it is very important for filmmakers to be aware of the restrictions and limitations of any insurance package they obtain.

**Any members who violate the rentals policy can be refused further rentals, and in some cases have their memberships revoked indefinitely.**

### **Safer Spaces at the Winnipeg Film Group**

1. As outlined in **WFG's Code of Conduct/Safer Spaces Policy**, we expect members and team members in their production (regardless of membership status) to treat staff and other members and community (which includes other tenants of the Artspace Building) with respect when visiting the WFG and/or participating in workshops. The WFG does not tolerate any discrimination, harrasment, and bullying whatsoever.

### **Membership Requirements**

1. All production equipment and facilities are available to any General Members who have purchased the Production Add-on who are members in good standing and whose accounts are up to date and provided they meet all requirements as outlined further below. The intended use of the equipment or facility must be provided at the time of the booking.
2. To access equipment and facilities, the person that will be operating any specific piece of equipment must demonstrate knowledge and prior experience to the satisfaction of Winnipeg Film Group staff. Our Production staff is always available to answer individual queries. If instruction or consultancy on any equipment is required, this can be arranged for an hourly rate to our members at \$25 /hour and non-members at \$50/hr. We encourage any private consultation to be inquired as advanced as possible to your project's shooting date to ensure the availability of both the equipment and instruction required.
3. Any member wishing to book equipment for a period longer than two (2) weeks must make a written request via email to [rentals@winnipegfilmgroup.com](mailto:rentals@winnipegfilmgroup.com). Decisions on long-term rentals are at the discretion of the WFG's Executive

Director and subject to availability.

4. All bookings are strictly on a first come, first served basis, and must be made through Winnipeg Film Group staff. Arrangements should be made to pick up and drop off gear at mutually convenient times for staff and the member, during office hours however we do strongly encourage pick-ups before 1:00pm and returns after 1:00pm.
5. Bookings for the Black Lodge Studio is for the priority use of members' independent film production. From time to time however, we can accommodate bookings by General Members who have purchased the Production Add-on for other film related activities such as auditions, rehearsals, and workshops. Under no circumstances can renters serve alcohol for purchase during a rental, or rent the Black Lodge Studios for private parties.
6. Black Lodge Studio bookings/rentals are not available for external film screenings or non-film related events. From time to time however, we can accommodate outside bookings of the Dave Barber Cinematheque for external film screenings. Requests should be submitted at-least two months in advance using this form:  
<https://davebarbercinematheque.com/advertising-rentals/theatre-rentals/theatre-bookings-inquiry-form/>. We reserve the right to refuse any request.
7. All members with rental access coming to pick-up gear may be asked to provide one of the following current photo identification:
  - Valid Canadian driver's license
  - Permanent Residency Card
  - Current valid Passport from any country

\*Please note we are unable to accept Canadian Health Cards as photo identification.

## **Liability**

1. It is the responsibility of the borrowing member to ensure that all equipment is in good working order before removing it from the Winnipeg Film Group's premises. That member is fully responsible for returning the equipment in that same good working order. This responsibility precludes normal wear and tear. During business hours, authorized staff will be available to check gear with members. After hours, equipment is checked in or out at the member's own risk.

2. Members borrowing equipment OR renting facilities will be fully responsible for loss, theft or damage:  
(a) This responsibility will include, but not be limited to, paying any insurance deductibles incurred by the Winnipeg Film Group plus administrative costs of 10% of the replacement cost of the equipment, or damage to facilities to a maximum of \$1,000.00. This levy is intended to cover any increase in the cost of the Winnipeg Film Group's insurance coverage as a result of said theft, loss or damage. Members renting large production packages are encouraged to invest in individual insurance coverage; (b) If equipment can be repaired at the Winnipeg Film Group, then the member will pay the full amount of the repair plus applicable staff cost.
3. In the event that any borrowed equipment should become unsafe or fail to operate, the member shall discontinue its use immediately and inform Winnipeg Film Group staff immediately upon its return. The member will not be charged for non-functional equipment. The Winnipeg Film Group will not be held liable for any losses incurred by the member as a result of non-functional equipment.

### **Commercial Projects**

1. The intended use of the equipment or facility must be provided at the time of the booking. Our gear is subsidized for the purpose of supporting artistic endeavors and therefore is not to be used on commercial projects. However, in cases where similar gear is not available for rent commercially within Winnipeg, producers of commercial projects may rent our gear for commercial rates (subject to discussion and agreement on a case-by-case basis). As our insurance does not cover commercial projects, producers must provide proof of insurance for the full replacement value of the gear to be rented. Fees for commercial rentals are to be paid in advance, in full, to secure the booking.

### **Restrictions**

1. No repairs or modifications of any kind may be performed on any Winnipeg Film Group equipment without the prior knowledge and consent of authorized Winnipeg Film Group staff.
2. Equipment may not be removed from the Province of Manitoba for any period of time without the prior written approval of authorized Winnipeg Film Group staff.
3. Winnipeg Film Group equipment shall not be loaned or subleased to any person, production or organization, and the equipment shall remain under the immediate control, supervision and care of the borrower / renter.

### **Accounts and Payments**

1. Invoices for rentals will be issued at the time of rental and must be paid prior to taking equipment off the premises or in the case of space rental, prior to utilizing the space. There might be rare instances when the Winnipeg Film Group will consider on a case-by-case basis payment within 30 days. If this option is agreed upon, the member must pay within 30 days or will lose rental privileges until the account is settled or payment arrangements are made to the approval of authorized Winnipeg Film Group staff. No ongoing credit arrangements may exceed \$300. Members whose accounts incur collection expenses or attorney fees will have those expenses and fees billed to their accounts.
2. Rentals of equipment that span over a weekend that is picked up on a Friday, will be charged for the whole weekend (2 days).

### **Acknowledgement of Assistance**

1. The use of WFG equipment or facilities is a form of assistance that our organization provides the filmmaker or video artist, and as such the Winnipeg Film Group must be acknowledged in the credits of any film or video production receiving such assistance.