

**cinegear**

CREATIVE HD SOLUTIONS

**RENTAL CATALOGUE 2012**

**+**

**HIRE AGREEMENT**

# cinegear

We're more than just equipment rental.

The creatives behind CINEGEAR drive the equipment for hire. We've done the research so you don't have to, saving you time throughout the entire production process.

CINEGEAR tailors each rental request to your budget, understanding from our own experience in production how far a budget can stretch. So give us a call, and tell us about your production, no matter what the size.

All pricing includes insurance (not a 10-15% extra) but excludes GST.

## rental contacts

Sydney Office	(02) 8399 2735	<a href="mailto:rentals@cinegear.com.au">rentals@cinegear.com.au</a>
Chris McHardy	0418 452 409	<a href="mailto:chris@cinegear.com.au">chris@cinegear.com.au</a>
JD Cohen	0404 155 091	<a href="mailto:jd@cinegear.com.au">jd@cinegear.com.au</a>

## location

Sydney City: 11-33 Maddison St, Redfern East  
(near Surry Hills and Waterloo)

CineGear is open 7 days week, all year round!

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CineGear has armed itself with a Sony fleet of cameras, utilising Fujinon and Canon lens technologies to bring the very best out of each camera.

**Sony PMW-F3:** 35mm cinematography in a compact body with 3 fast compact zoom lenses, maintaining f2.8 through the entire range: 11-16mm wide angle, 24-70mm standard and 70-200mm telephoto.

For fast turnaround work use the broadcast quality on-board 35Mbps XDCAM EX recording format, delivering filmic images as easily as working with an EX3. For production work, add our NanoFlash recorder to capture 4:2:2 I-Frame images from 50 up to 280Mbps.

What's great about the F3 is it can output to both HDMI and SDI monitors- perfect for both operator and director. Receive great rates when bundling a monitor and/or recorder with our tailored F3 kits, or create your own package!

**Sony PMW-EX3:** Designed for the cinematographer to switch lenses, our EX3s are tuned for documentary and broadcast use, with wide and telephoto zoom lenses and large media kits that'll cover you for any job:

- **Documentary shooter:** This kit adds a wide angle attachment to the stock lens, a second lens (Canon KH19x6.7 KAS telephoto), zoom demand, Miller Compass 20 tripod, handle bars, matte box, rain cover and 2 x 32GB SxS media. The Canon ½" 19x lens expands the zoom capabilities from 81 to 127mm making it ideal for sports/action coverage and produces wonderful bokeh at the wide end, creating depth between foreground and background.
- **Audio Visual & Sport production:** This kit adds a strong telephoto zoom lens to get you closer to the subject, whether it's an AFL player or corporate lectern presenter. Choose either the Canon KH19x6.7 KAS or longer Fujinon A20x8BEVM-28B lens - a 2/3" 20x lens with an effective zoom range of 10.6 to 212.8mm, and 425mm with the doubler. Shoot non-stop with a whopping 128GB of included SxS media, tripod, zoom demand and rain cover.
- **Don't need the extras?** We offer great pricing on the standard EX3 kit you may be more familiar with, starting from \$290 per day (inclusive of insurance).

The 35Mbps HQ format is across the entire PMW range and is considered TV broadcast quality. These cameras all feature HD-SDI output so can be coupled with our NanoFlash kit if your client requires an even higher bit-rate. But remember to bring a hard drive, as 280Mbps files are large!

**Sony HVR-Z1P:** You all know it, the HDV workhorse camera. Ideal for clients who want to collect a tape, but do suggest they go with the EX3 – better optics, better recording codec and no-one wants to ingest tapes these days!

**Canon 5D 7D 60D:** We have DSLR gear in case the F3 scares you, though we do strongly recommend cameras which won't have your editor blubbing from syncing sound, or your DP cursing at not having an accurate picture to operate or light from.

We offer the Chrosziel support rig including follow focus, Canon L series lenses and a range of monitoring options to complement your DSLR. We also an F3 package designed for Canon 5D users to cost effectively migrate to a higher end system with stable monitoring and high-end recording options.

Contact Chris on 0418 452 409 to tailor a camera package today – we offer up to 50% off daily rates on Recorders, Monitors, Jib and Dolly when bundled with a camera

We also offer 1 day hire over weekends, 4 day weeks and even more competitive long term hire periods, plus we're open 7 days for pick up and return.

## CAMERA | SONY F3

The PMW-F3 is the successor to both Canon 5D and RED ONE: a Super 35 chip in a compact Sony quality-built body with high adaptability to different jobs given a range of lens choices.

CineGear offers cost effective body-only kits for cinematographers with their own PL glass to a full cine production kit with 3 lenses, hand-held support, operator and director monitoring and a cinema grade external recorder.

All kits include top cheese plate, 15mm rails, quick release tripod plate, Stereo microphone, three (3) batteries, charger and 4-pin AC power supply.

RED indicates additional accessories to previous kit.

**DAILY HIRE**  
(Inc Insurance, Ex GST)



### BODY ONLY KIT:

**\$300**

Sony PMW-F3 Body, PL Mount  
GRIPTECH Quick Release Plate w/ 15mm Rails  
Multi-thread cheese plate with 2 x hot shoes  
Sony Stereo Microphone  
3 x Batteries, Charger, 4 pin DC Power Supply



### CANON 5D UPGRADERS KIT:

**\$400**

Sony PMW-F3 Body, PL Mount  
GRIPTECH Quick Release Plate w/ 15mm Rails  
Multi-thread cheese plate with 2 x hot shoes  
Sony Stereo Microphone  
3 x Batteries, Charger, 4 pin DC Power Supply  
2 x 32GB Sony SxS Media (220min @ HQ)  
Adaptimax Canon EF Mount  
Variable ND Filter to fit Canon EF zooms  
Lens support for 70-200mm telephoto lens  
Tripod- Miller Arrow 30 System (100mm Bowl)



### 3 LENSES PRODUCTION KIT:

**\$500**

Sony PMW-F3 Body, PL Mount  
GRIPTECH Quick Release Plate w/ 15mm Rails  
Multi-thread cheese plate with 2 x hot shoes  
Sony Stereo Microphone  
3 x Batteries, Charger, 4 pin DC Power Supply  
2 x 32GB Sony SxS Media (220min @ HQ)  
Adaptimax Canon EF Mount  
Variable ND Filter to fit Canon EF zooms  
Lens support for 70-200mm telephoto lens  
Tripod- Miller Arrow 30 System (100mm Bowl)  
TOKINA 11-16mm f2.8 WIDE ANGLE LENS  
CANON 24-70mm f2.8 L SERIES LENS  
CANON 70-200mm f2.8 L SERIES LENS



**OPERATOR SUPPORT UPGRADE:**

- CHROSZIEL FOLLOW FOCUS for CANON EF w/ 450mm WHIP, SPEED CRANK
- CHROSZIEL MATTEBOX w/FLAG, SIDE WINGS
- O'CONNOR HANDLE BARS
- GENUS SHOULDER PAD
- MARSHALL 5" HDMI MONITOR w/ NOGA ARM and NiMH BATTERIES

**\$90**

With camera hire



**EXTERNAL RECORDING:**

- CONVERGENT DESIGN NANOFLASH RECORDER
- Inc 2 x 64GB, 2 x 32GB CF Media and CF Card Reader

**\$90**

With camera hire

The NanoFlash records either Long GOP MPEG-2 or I-Frame, at bitrates up to 280Mbits. It supports the 35Mbit XDCAM EX and 50Mbit XDCAM HD 422 profiles found on the Sony PMW-EX3 and Sony PDW-F700/800 cameras respectively to integrate seamlessly into existing workflows.



**DIRECTOR'S MONITOR:**

- PANASONIC 17" HD-SDI MONITOR w/WAVEFORM

**\$90**

With camera hire

**SONY F3 | ACCESSORIES**

**DAILY HIRE**

(Inc Insurance, Ex GST)



- 32GB SxS Card
- Sony PHU-120R Kit (120GB XDCAM EX Hard Drive + 8GB SxS)

\$40 each

\$80

- Exchange existing media for Sony PHU-120R Kit

\$40



- USB 2.0 Sony SxS Card Reader

\$20



- Sony VAIO Laptop (Ingest Station)
- Includes Express Card Slot for SxS Card
- USB 2.0 interface to your external drives
- Sony SxS Clip Browser Software

\$50

## Broadcast Solutions

CineGear offers both standard and 'broadcast lens' kits for our EX3 fleet. Let us know what lens and media configuration you require and we will tailor a package.

**STANDARD EX3:****\$290**

Sony PMW-EX3 with Fujinon 14x Standard Lens  
 Bebob Zoom demand  
 Rode NTG-1 Microphone  
 1 x 32GB Sony SxS Card  
 1 x 8GB Sony SxS Card  
 Sony USB 2.0 SxS Card Reader  
 2 Large Batteries  
 Sachtler DV 2 Tripod

**SPORTS / AV BROADCAST EX3 KIT:****\$400**

Sony PMW-EX3 Body with VFGadgets Base Plate  
 Fujinon 20x 8mm (2/3") Broadcast Lens with 2x Ext \*  
 OR Canon 19x 6.7mm Broadcast Lens  
 Fujinon/Canon lens zoom demand  
 Rode NTG-1 Microphone  
 Sony PHU-120R Kit (120GB HDD + 8GB SxS Card)  
 3 Large Batteries  
 Miller Compass 20 Tripod (Solo Legs)

\* 2/3" to 1/2" adapter included. Field of View equivalent to 20 x 10.6mm plus 2x extender

**DOCUMENTARY EX3 KIT:****\$490**

Sony PMW-EX3 with Fujinon 14x Standard Lens  
 Sony 0.8x Wide Angle Attachment  
 Canon 19x 6.7mm AF Broadcast Lens  
 Zoom demands for both lenses  
 Rode NTG-1 Microphone  
 2 x 32GB Sony SxS Cards (or Sony PHU-120R Kit)  
 3 Large Batteries  
 Miller Compass 20 Tripod (Solo Legs)  
 Chrosziel 15mm Rails support  
 Chrosziel Mattebox with French Flag, Side Wings  
 Chrosziel Follow Focus with Whip, Speed Crank  
 Chrosziel Handle Bars and Shoulder Pad  
 Wet Weather Rain cover  
 Choice of transport bag options to suit your production

Need a slightly different kit? Give us a call to discuss your production. Over the page are our EX3 add-ons –



**EXTERNAL RECORDING:**  
**CONVERGENT DESIGN NANOFLASH RECORDER**  
 Inc 2 x 64GB, 2 x 32GB CF Media and CF Card Reader

**\$90**  
 With camera hire

The NanoFlash records either Long GOP MPEG-2 or I-Frame, at bitrates up to 280Mbits. It supports the 35Mbit XDCAM EX and 50Mbit XDCAM HD 422 profiles found on the Sony PMW-EX3 and Sony PDW-F700/800 cameras respectively to integrate seamlessly into existing workflows.



**DIRECTOR'S MONITOR:**  
**PANASONIC 17" HD-SDI MONITOR w/WAVEFORM**

**\$90**  
 With camera hire



Canon KH 19x6.7mm HD Lens  
 Includes Libec zoom demand

**\$120**



Fujinon 20x 8mm Broadcast Lens  
 Includes 2/3" to EX3 Adapter  
 Includes Fujinon zoom demand

**\$140**



32GB SxS Card  
 Sony PHU-120R Kit  
 (120GB XDCAM EX Hard Drive + 8GB SxS)

**\$40 each**  
**\$80**

Exchange existing media for Sony PHU-120R Kit

**\$40**



USB 2.0 Sony SxS Card Reader

**\$20**



Sony VAIO Laptop (Ingest Station)  
 Includes Express Card Slot for SxS Card  
 USB 2.0 interface to your external drives  
 Sony SxS Clip Browser Software

**\$50**

## CAMERA | SONY Z1P

## DAILY HIRE

(Inc Insurance, Ex GST)



### SONY HVR-Z1P KIT:

Sony Z1P Camcorder  
2 Large Batteries and Charger  
Manfrotto Tripod  
Rode NTG-1 Microphone

\$220

## CAMERA | DSLR

## DAILY HIRE

(Inc Insurance, Ex GST)



### CANON 60D CINE DSLR KIT:

Canon 60D Body w/ Vari-angle screen  
2 Batteries and Charger  
32GB SD Card, 8GB SD Card  
Canon 24-70mm f2.8 L Series Lens  
Canon 70-200mm f2.8 L Series Lens  
Chrosziel Riser Plate, 70-200mm Lens support  
Chrosziel Shoulder Pad, Belly Rest, Top Handle  
Chrosziel Follow Focus, 450mm Whip  
Chrosziel Mattebox w/Flag, Side Wings  
Marshall 5" HDMI Monitor w/NiMH Batts  
Sachtler DV 2 II Tripod

\$270



Almost everyone has a Canon 5D but may not have the accessories to use it professionally. Contact us for pricing on individual parts to add to your kit or call to discuss a solution for your next production – don't forget our cost effective Sony F3 solutions running Canon EF lenses on page 6.

## CAMERA SUPPORT

Tripods, Hi-Hat, Dolly, Jib

## DAILY HIRE

(Inc Insurance, Ex GST)



Sachtler DV 2 II Tripod (75mm)  
Features Carbon Fibre quick release legs

\$35



Miller Compass 20 Tripod (75mm)  
Features Solo Legs

\$45



Miller Arrow 30 Tripod (100mm)  
Features 2 stage Carbon Fibre Legs

\$70



Hi-Hat (100mm)

\$15



Digi Dolly with 5m track  
Features 100mm low-mode bowl  
Includes 75-100mm bowl adapter

\$70

\$35 w/camera

## CAMERA SUPPORT

Tripods, Hi-Hat, Dolly, Jib

## DAILY HIRE

(Inc Insurance, Ex GST)



Miller Pro Jib (clone)

\$70

\$35 w/camera

Features under-sling mount

Rent the Dolly and Jib

\$100



Car Mount Pump Suction Cup  
For DSLR and Sony Z1P

\$30



O'Connor Handle Bars  
For F3 and EX3

\$40



Genus Shoulder Pad  
For F3 and EX3

\$20

## CAMERA SUPPORT

### Lenses

## DAILY HIRE

(Inc Insurance, Ex GST)



Tokina 11-16mm f2.8 Wide Angle Lens  
For Sony F3

\$40



Canon 24-70mm f2.8 Standard Lens  
For 5D, 7D, 60D and Sony F3

\$60



Canon 70-200mm f2.8 Telephoto Lens  
For 5D, 7D, 60D and Sony F3

\$60



Canon KH 19x6.7mm HD Lens  
Includes Libec zoom demand

\$120



Fujinon 20x 8mm Broadcast Lens  
Includes 2/3" to EX3 Adapter  
Includes Fujinon zoom demand

\$140



Chrosziel Matte Box  
Includes French flag, Side wings  
Donuts to fit Canon EF and Broadcast lenses

\$60



Chrosziel Follow Focus  
Includes Speed Crank, 450mm Whip  
Gear for either Canon EF or Canon EX3 Lens

\$60

## CAMERA SUPPORT

Monitors, Recorders, Data Management

## DAILY HIRE

(Inc Insurance, Ex GST)



Panasonic LH1700 17" HD LCD Monitor

\$180  
\$90 w/camera



Marshall 5" HDMI Monitor  
Includes 3 x 4 AA NiMH Rechargeable  
Noga Mounting Arm  
HDMI Cabling for your device

\$35



Sony 8" DVD Player  
Features Video Input, 6hr Battery  
Includes 5m RCA cable, charger

\$25



CONVERGENT DESIGN NANOFLASH RECORDER  
Includes 2 x 64GB and 2 x 32GB CF Media  
CF Card Reader

\$130



USB 2.0 Sony SxS Card Reader

\$20



Sony VAIO Laptop (Ingest Station)  
Includes Express Card Slot for SxS Card  
USB 2.0 interface to your external drives  
Sony SxS Clip Browser Software

\$50



Duel Adapter for P2

\$20

## LIGHTING – Kit specials available..

## DAILY HIRE

(Inc Insurance, Ex GST)



150W Dedolight, Dimmer Operated \$25  
Includes Barn doors, Gel holder, Stand, 1 Shot bag Kit of 3: \$70

*Good for accurate point lights, eye lights and specific fill lights*



Kino Flo Diva Lite 400, Dimmer Operated \$60  
Includes C-Stand, 2 Shot bags, 3200K and 5600K tubes

*Good for general fill light, soft face light, eye light and highly flexible with switchable tubes*



Arri 650W Fresnel \$30  
Includes Stand, 1 Shot bag



800W Redhead \$25  
Includes Stand, 1 Shot bag Kit of 2: \$40

*Good all purpose light, featuring flood/spot control*



2000W Blondie \$30  
Includes C-Stand, 2 Shot bags Kit of 2: \$50

*Good fill light for exterior and other large environments*



LED Panel Light (3200-5600K) 35 x 35cm \$60  
Includes Stand, Power supply and 1 x V-Lock Battery



LED Camera Light (5600K) \$25 each  
Mounts onto the camera hot shoe  
Includes Tungsten correction gel  
Powered by internal battery or 6 AAs  
(depending on model chosen)



Photoflex Multidisc Reflector  
Featuring Gold, Silver, Matte Silver, White

\$20



Manfrotto Century Stand  
Includes Extension Arm with Grip Head

\$12  
Set of 3: \$30



Manfrotto 003 Backlite Stand  
Includes Spigot

\$5  
Set of 4: \$15



Auto Pole / Pole Cat  
All 3 sizes available

\$10  
Set of 3: \$25



Cardellini Clamps

\$5  
Set of 6: \$25



Pump Suction Cup  
Available with Spigot for light mounting

\$20



5' x 12' Fabric Blacks

Set of 5: \$20



Fog/Smoke Machine  
240V Powered

\$20



4' x 4' Diffusion Frames (1/4 Tough Spun)  
Each frame hire includes cardellini mounting  
clamp, grip head, c-stand and 2 shot bags

\$25  
Set of 2: \$40



Variable Friction Arm  
Magic Arm

\$10 each



Super Clamp 035

\$5  
Set of 4: \$15



Clapper Board  
Features broadcast colour sticks

\$15

## SOUND KITS

DAILY HIRE  
(Inc Insurance, Ex GST)



Wendt X2 Portable Location Sound Mixer  
Includes microphone cables

\$50



Sennheiser ME66 Directional Microphone  
Includes K6 Power Module, Windsock, Fluffy

\$30



Rode Boom pole  
Includes Shock mount for Sennheiser ME66

\$10



Rode NTG-1 Shotgun Microphone  
Includes Windsock

\$10



Sennheiser ew100 G3 Radio Microphone

\$40  
Set of 2: \$70

## APPENDIX – CAMERA WORKFLOW

### Sony PMW-EX3, PMW-F3

We recommend using an EXPRESS SLOT equipped laptop for EX3/F3 data transfer:



This method does not require the camera so simultaneous data wrangling and shooting is made possible. The Express Slot interface transfers data at approximately 100MB/sec, so a 32GB card holding 100min of HQ HD footage can be transferred in approximately 5 minutes. The laptop can then be set to backup the footage to another drive after the SxS card has been returned to the camera for formatting.



Alternative USB 2.0 TRANSFER: Connect the camera directly to a computer tower via USB 2.0 and copy XDCAM EX content. Each SxS card appears as a separate drive on the desktop.

# CINEGEAR HIRE TERMS AND CONDITIONS

## 1 INTERPRETATION

In these terms and conditions unless the context otherwise requires:

- (i) "The Company" means CineGear Productions Pty Ltd A.C.N. 123 771 497 A.B.N. 11 123 771 497 which expression shall include any or all companies related or any subsidiary successors and assigns of Cinegear Productions Pty Ltd.
- (ii) "The Customer" means the person(s) hiring the equipment from the Company and includes their associates.
- (iii) "Equipment" means all or any film or video equipment or any other goods of any kind whatsoever hired by the Customer from the Company.

## 2 GENERAL

- (i) These terms and conditions are deemed to be incorporated into all contracts for the supply of Equipment to the Customer and supersede all terms and conditions previously issued by the Company. The Company is only prepared to hire Equipment upon these terms and conditions and no contract for the hire of Equipment shall exist between the Company and the Customer except upon these terms and conditions unless their exclusion or modifications is agreed to in writing by the Company. Any order placed by the Customer is deemed to be an order incorporating these terms and conditions notwithstanding any inconsistencies in the Customer's order.
- (ii) Failure of the Company to insist upon strict performance by the Customer for any of these terms and conditions for this or any subsequent occasion shall not be taken as a waiver of these terms and conditions.

## 3 DELIVERY

Unless the Customer arranges the delivery and return of Equipment by the Company, the Customer shall be responsible for the collection and return of Equipment which must be collected from and returned to the Company's premises.

## 4 HIRE CHARGES

- (i) Hire charges for equipment are as set out in the Rental Catalogue. The Company reserves the right to alter its hire charges without notice.
- (ii) Hire charges for Equipment are negotiated for each rental agreement period prior to the Equipment leaving the Company's premises. In the event that the Equipment is not returned by the original negotiated time or subsequent agreement(s) made between the Company and the Customer, the Customer shall be liable for additional fees at the full daily rate in respect of each day or part thereof until the Equipment is returned.
- (iii) The Company reserves the right at its discretion to charge a fee in addition to the normal hire fee if the original negotiated time is changed.
- (iv) The Customer will pay to or reimburse the Company (except where such payment or reimbursement is expressly prohibited by statute) all delivery costs, stamp duty and other government duties, taxes and expenses which the Company may be liable to pay from time to time in connection with the hire of the Equipment to the Customer.

## 5 PAYMENT

- (i) For Non-Account Customers, a minimum of 50% of the total invoice cost must be paid prior to the hiring of Equipment. The remaining owes must be paid within 14 days from the date of the Company's invoice.
- (ii) For Account Customers, the total invoice cost must be paid within 30 days from the date of the Company's invoice.
- (iii) The Company reserves the right to charge interest on overdue accounts to the Customer at the rate of 2% per month or at such other rate as may be fixed from time to time by the Company. The Customer will be informed of this action and the commencement of interest charges. These charges will be computed and applied until the monies are received in full.
- (iv) The Company reserves the right to refuse to hire Equipment to a Customer that fails to comply with the Company's terms of payment.

## 6 CANCELLATION CHARGES

Except where otherwise agreed by the Company, cancellation of booked or reserved Equipment within twenty-four hours of the time specified for collection will incur a cancellation charge equal to 50% of the hiring fee from the period originally booked or reserved.

## 7 PROPERTY AND RISK

- (i) The Customer may only use the Equipment within Australia unless the Company provides written permission that the Equipment may be used internationally.
- (ii) The Customer and the employees or servants of the Customer are the only persons permitted to use the Equipment and without limiting the generality of the foregoing, the Customer shall not lend or rehire the Equipment to any other person.
- (iii) The Equipment shall be at the Customer's risk from the time the Customer takes delivery of the Equipment by any and all means until it is returned and accepted by the Company. Acceptance does not release the Customer from the responsibility for any loss or damage of hired Equipment if loss or damage is found at a subsequent date and the Company deems that Customer was responsible for such loss or damage.

## 8 INSURANCE & CUSTOMER LIABILITY

- (i) In the event the Equipment is lost or stolen, the Customer shall be liable to compensate the Company for the full replacement cost of the Equipment.
- (ii) In the event that Equipment is damaged (fair wear and tear excepted) the Customer is responsible for non-discounted hire charges up to the time the Equipment is repaired and delivered back to the Company. In addition, the Customer must pay the costs of repairs which will only be limited to AUD \$990 (GST Inclusive) if an insurance claim can be made

on the damage. The Company will NOT limit the liability of the Customer of the loss or damage to the Equipment occurred in the following circumstances resulting from or in connection with:

- a. the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials
  - b. any act or threat of or fear of terrorism (whether actual or perceived)
  - c. war, invasion, act of foreign enemies, hostilities (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority
  - d. ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of any nuclear fuel
  - e. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component
  - f. insects, vermin, inherent vice, gradual deterioration, dampness of atmosphere, extremes or changes of temperature, shrinkage, evaporation, loss of weight, leakage of contents, unless caused by an occurrence not otherwise excluded
  - g. any work, process, experimentation, tests, repairing, restoration, conversion or partial conversion, retouching, painting, cleaning or any other form of process performed or undertaken by or on behalf of the Customer, unless fire or explosion ensues and then only for the damage caused by such ensuing fire or explosion
  - h. unexplained disappearance
  - i. rain, sleet, snow or hail whether driven by wind or not, to the Equipment stored in the open
  - j. any electrical injury or disturbance to electrical appliances, devices, fixtures or wiring caused by electrical currents artificially generated, within the property or facilities used by the Customer unless fire ensues and then only for the damage caused by such ensuing fire
  - k. damage to property caused intentionally by the Customer including misuse
  - l. exposure to salt water, exposure to water, exposure to dust or sand
  - m. leaving Equipment in unattended vehicles whether locked or unlocked
- (iii) Under the legal process of subrogation, the Customer understands that Equipment insurers have the right to seek compensation on behalf of any hire production company, including CineGear Productions Pty Ltd, for any loss or damage arising from a claim made against an Equipment insurance policy. The Customer may be called upon by both the Company and/or its insurers, who may call upon the Customer in the name of the Company, and that the Customer agrees to provide statements, evidence and fulfil any other requirements asked by the Company and its insurer.

## 9 COMPANY LIMITATION OF LIABILITY

- (i) Save as expressly provided for in this contract the Company shall not be liable to the Customer or the Customer's servants or agent for any direct, indirect, incidental or consequential loss, injury or damages of any nature howsoever caused (whether based on tort contract or otherwise) including but not limited to loss of profits, loss of production, loss of sales opportunity or business reputation, direct or indirect labour costs and overhead expenses and damage to equipment or property or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance of or failure to perform this contract whether resulting from the negligence of the Company, its servants, agents or otherwise.
- (ii) The Customer agrees to indemnify and to keep indemnified the Company and the Company's servants and agents against any claims actions, suits and demands brought by third parties arising out of the use of the Customer of the Equipment or otherwise arising out of or in connection with this contract.

## 10 OTHER CONDITIONS

- (i) All ordinary and reasonable precautions for the safety of the Equipment must be taken.
- (ii) In the event of loss or damage the Customer shall:
  - a. notify the Company immediately and the Police where necessary, and take any practicable steps towards the discovery and recovery.
  - b. as soon as practicable give full written report of the circumstances of the loss or damage to the Company;
  - c. and at the same time furnish to the Company any particular or evidence as may be reasonably be required by the Company or its insurer including attending at a lawyer's office and at Court to give evidence.
- (iii) The Company may enter any premises where the Company reasonably believes the goods are located for the purpose of inspecting, testing or taking possession of the goods in accordance within this Agreement and the Customer hereby indemnifies the Company against any liability the Company may incur in the exercise of its rights under this clause.
- (iv) The Customer undertakes to insert in any Agreement giving any other person the right to use or the use of the equipment a clause that permits the Company to enter that person's premises for the purpose of inspecting or testing or taking possession of the goods in accordance with this Agreement.
- (v) The Equipment must not be used on any abnormal or hazardous assignment or taken from the ground other than on a regular schedule flight by a recognised airline other than with the prior written consent of the Company.
- (vi) The Customer is required to keep hired Equipment in safe custody and must ensure that it is used in a skilful and proper manner by persons having the appropriate qualifications and experience.
- (vii) The Customer must take all reasonable precautions to ensure that the equipment is not damaged or destroyed.

## 11 TERMINATION BY COMPANY

The Company may, notwithstanding the specified period of hire and notwithstanding any waiver of some previous default, forthwith terminate this contract and repossess the Equipment in any of the following events:

- (i) if the Customer shall do or permit any act or thing whereby the Company's rights in the Equipment may be prejudiced;
- (ii) if the Customer commits any breach of contract;
- (iii) if the Customer should become or be made insolvent or bankrupt or make any agreement or composition with its creditors or in case of the Customer being a limited company, should an order be made or a resolution passed for the winding up of such company.
- (iv) if such termination occurs the Customer will pay the Company all costs and charges already incurred under this contract.

## **12 CUSTOMER CONSIDERATIONS**

- (i) It is recommended that the Customer performs checks of the completeness and correct functioning of the Equipment by allowing adequate time for this at the point of collection.
- (ii) Equipment damaged by salt water is, unless treated immediately, in most cases subject to re-occurrence of salt water residue. This makes certain electronic items and components unusable. Special mention of production shooting in the vicinity of salt water should be made to the Company when ordering Equipment and to your insurance company.
- (iii) To avoid inconvenience to other hirers, any extension of hire must be arranged prior to termination of the original hire period.
- (iv) Any shortage of, damage to or malfunctioning of Equipment must be reported to the Company immediately upon the return of Equipment.

**UPON RECEIVING EQUIPMENT FROM CINEGEAR YOU HAVE AGREED TO THESE TERMS AND CONDITIONS**