

# Personal Gear Loan From Jingtian (William) Chai

MFPC Equipment Use Agreement

Hello MFPC filmmakers,

As Co-President of the McMaster Film Production Club (MFPC), I am making my personal filmmaking equipment available for official club projects at no rental cost. This agreement explains how we will care for these resources together, protects the gear, and nurtures a responsible creative community. Please read it carefully and ask any questions before signing.

#### **Section 1: Parties**

Equipment Owner and Lender: <u>Jingtian (William) Chai (Co-President, MFPC)</u>	
Borrower Full Name:	
McMaster Student ID:	
Email:	
Phone Number:	

#### **Section 2: Definitions**

- "Equipment" means every item listed in the Equipment Schedule, together with its accessories.
- "Borrowing Period" begins when the Equipment leaves William Chai's possession and ends upon its return and joint inspection.
- "Minimal Wear" denotes an imperceptible or negligible cosmetic change that does not impair functionality.

#### **Section 3: Equipment Schedule**

We will complete this table together at pick-up. Add rows as required.

Item Name:	
Serial Number:	

Accessories Included:		
Initial Wear:		
Section 4: Purpose of Loan		
The Equipment is loaned exclusi commercial, or non-MFPC use is	ively for official MFPC projects and activities. For not permitted.	Personal,
Section 5: Borrowing Period and	d Return	
Pick-Up Date and Time:		
Expected Return:		
Pick-Up Date and Time:		
Agreed Return Location:		

Return the Equipment promptly. If circumstances delay the return, contact William Chai immediately to arrange an alternative time: <a href="me@willchai.com">me@willchai.com</a> and (289)-941-3520

#### **Section 6: Borrower Obligations**

- Exercise diligent care. Protect the Equipment from impact, moisture, extreme temperatures, and unauthorised modification.
- Do not sub-lend. You accept sole responsibility during the Borrowing Period.
- Use the Equipment only within your competence and training.
- Minimal Wear is expected. Any cosmetic damage in shape and/or colour, functional damage, loss, or theft must be reported within 12 hours to William Chai and an MFPC Executive.
- You are liable for the full cost of repair or replacement with an equivalent item.
  Costs will be based on quotes from reputable suppliers and may include parts, labour, taxes, and shipping.

## **Section 7: Inspection and Acceptance**

You and William Chai will inspect the Equipment together at pick-up and return. Any damage not noted at pick-up will be deemed to have occurred during the Borrowing Period.

## **Section 8: Limitation of Liability and Indemnity**

You assume all risk arising from use of the Equipment. William Chai shall not be liable for any injury, property damage, data loss, or consequential loss. You agree to indemnify and hold him harmless from any claim arising out of your use or possession of the Equipment.

## **Section 9: Governing Law and Dispute Resolution**

This agreement is governed by the laws of Ontario. Any dispute shall first be addressed through good-faith discussion between the parties. If unresolved, the parties agree to submit to the non-exclusive jurisdiction of the Ontario courts.

## **Section 10: Entire Agreement**

This document constitutes the entire agreement between the parties concerning the Equipment. No oral statement or prior document shall modify these terms unless in writing and signed by both parties.

### Signature Block

Borrower Signature:
Printed Name:
Date:
Equipment Owner Signature (William Chai):
Witness Signature: