

Digital Arts Resource Centre
Membership & Rental Policy
(Revised January 2025)

Eligibility:

DARC memberships are available to any individual to support the production of independent work. Equipment and facilities are also available to not-for-profit groups and cultural organizations with annual operating budgets under \$1,000,000, and that are producing work that fits within DARC's mandate. It is DARC's sole discretion to determine who may use our equipment and facilities.

DARC's equipment and facilities are for the purpose of producing work that is: non-commercial, independent, and artistic in nature. Members as videomakers, directors or producers must maintain creative control and ownership/copyright of their work in whole or in part. Equipment and facilities may not be used for: commercial productions, contracts or promotional materials, not-for-profits with annual budgets over \$1,000,000, broadcasters, political parties, news reports, or proselytization by religious groups. DARC is not allowed to rent equipment for non-artistic purposes. If you have questions about eligibility, please ask a DARC staff member in advance of renting equipment and facilities.

Members must accept all of these stated conditions in order to rent equipment or facilities. Failure to comply may result in suspension as a Member.

Membership Rights and Responsibilities:

1. Use of DARC's equipment and facilities constitute a form of production assistance to the Member, and as such DARC must be credited in any title and/or credit sequence of any production receiving such assistance. Logos are available [on our website](#).
2. Before renting DARC equipment, the member must demonstrate to DARC technical staff that they can completely and safely operate said equipment. We regularly hold

orientations and consultations for projects. Workshops to obtain accreditation in the use of said equipment are also available. For most Essentials equipment, we can advise 'over the counter' within the booking time frame. More complete demos need to be booked ahead. Certain Extended Access equipment is subject to a proficiency test.

3. Members are responsible for all activity and consequences regarding their membership, their account and their rentals. Please note that the DARC SOUNDSTAGE and Microcinema have separate contracts outside this agreement.
4. All Members agree to abide by DARC's [Code of Conduct and Ethics](#), a copy of which is available on our website.
5. Bookings for equipment and facilities are made on a first-come-first-serve basis and only through DARC'S formal channels of booking: email, phone and the online booking system (launching mid 2025). We cannot facilitate booking inquiries via social media. All bookings are facilitated by the appropriate DARC staff member.
6. Membership accounts and rental privileges cannot be shared; Members must be directly involved with productions for which DARC equipment or facilities are being rented. If you need to have another person pick-up/drop off equipment, you must get permission from DARC staff in advance.
7. All equipment and facility bookings(SOUNDSTAGE, Edit Suite, Loop etc) should be made at least 1 week (5 business days) in advance of the desired booking time. If you need to book on short notice (less than 2 days), please get in touch during working hours to inquire.
 - a. Equipment is priced per day in our catalogue; all equipment bookings will be prorated accordingly for the length of booking and nature of production (e.g installation in a gallery, music video shoot) . Post production facilities are a minimum of 2 hours charged at an hourly rate.

8. When completing the equipment rental form, members must confirm pick-up and return dates and times, and include a description of the nature of the project. Members will use Calendly and the online booking system to fulfill these obligations.
9. When booking the Digital Edit Suite and Recording Studio any other supplementary equipment needed should be coordinated at least two days in advance.
10. Prior notice of at least 2 full business days must be given for cancellation of **any equipment or facility** booking; otherwise, you will be charged for the full amount of the rental being canceled.
 - a. For example, if you can no longer pick up equipment at 5:00 pm on Friday, you need to let the tech department know by 5:00 pm on Wednesday to avoid charges and allow another member to use the gear. Accommodations will be made due to extenuating circumstances (e.g COVID-19 infections).
11. Changing or extending an equipment or facility booking must be approved in advance by DARC staff. You cannot assume that you can keep working or hang onto equipment after your booked time.

Equipment Pick-up and Return:

12. We do not do 'walk in' rentals - this includes same day (i.e Friday) inquiries. DARC reserves the right to accept/deny short notice requests based on staff capacity.
13. Pick-up and return of equipment must occur during designated pick-up and return windows. Weekly pickups are on Fridays, and returns must be arranged by no later than Noon on Thursday. Pick-ups and returns outside of these times are subject to approval, and must be pre-arranged with DARC's Technical staff.
 - a. Pickups and drop offs will be scheduled in 30 minute time slots while finalizing your booking via AMS and Calendly.

15. All Members are required to pay for their rentals and equipment bookings in full prior to their use. Any necessary membership renewal fees and outstanding account balances must also be paid. We do not rent equipment or facilities on credit.
15. Before leaving DARC with equipment, Members must complete and sign a “Rental Sign Out Sheet,” also known as the Packing List, with a member of DARC staff. Members must check over their rentals before use and before leaving DARC to ensure they have everything they require.
16. All rented equipment must be returned on time, in appropriate condition and with all of their parts. Equipment will not be considered returned if parts are missing, and will be considered a late return until all parts are returned. Late returns may be subject to prorated charges, as determined by the technical staff.
17. As such, rental and booking privileges will be suspended until equipment is returned in appropriate condition or payment made for replacement. Dirty, wet, or improperly packed equipment may be subject to cleaning fees or other additional charges.

Operation and Care of Equipment and Facilities:

18. Members must get permission in advance from DARC staff to download software, change presets, repair or reconfigure any facility or equipment.
19. If there are any problems with facilities, equipment or software, during or outside of regular office hours, members must inform their DARC point of contact. If the issues are not a result of “user error” then DARC will credit the malfunctioning rental. Note that DARC is not liable for any damages or loss due to equipment or facility failures or issues.

20. DARC is not responsible for footage, projects, or data left on cards and computers. It is the Member's responsibility to download all footage prior to returning equipment. Like any other part or accessory, data cards and other storage must be returned with the equipment it belongs with.
21. When taking equipment off-site, Members must ensure that it is kept in a secure location when not in use, and that it is not exposed to extreme or damaging conditions.

Use of DARC Production and Post Production Facilities:

22. DARC's facilities must be left in the same (or better) condition than they were found in. Garbage must be disposed of properly. Members may be charged accordingly if they do not clean up after themselves.
23. Members must save and back up their projects to personal hard drives. DARC reserves the right to delete files from DARC computers at any time - DARC is not responsible for hard drive failure, or for loss of projects from our hard drives. For long term projects, members may be able to coordinate storage solutions with the DARC Technical Manager or Technical Coordinator.
24. Members using the edit suite, recording studio or other DARC facilities after hours must follow security protocols and ensure the facility is secure at all times. Members are responsible for any guests they have with them while using DARC facilities.

Theft, Damage or Loss, and Insurance:

25. Members must report any theft or disappearance of equipment rented from DARC to the police immediately. Members also shall promptly report in writing any damage, theft and/or disappearance of equipment as well as the circumstances under which either occurred to the DARC Technical Manager or Technical Coordinator. Failure to do so will

result in Members assuming liability for the total cost of replacing or repairing any equipment that is lost, stolen or damaged while in their possession, and risk expulsion from DARC.

26. Furthermore, upon written demand by DARC, Members must pay DARC for either:
- (a) the total cost of loss and damage relating to the equipment, when the loss and damage is not fully covered by DARC's insurance policy;
 - (b) any and all costs relating to the theft or loss of equipment, including but not limited to the insurance deductible of \$2500 (when DARC's insurance covers any portion of the equipment), fees incurred in order to properly replace the equipment, including but not limited to additional insurance and/ or legal fees .
27. DARC shall not be liable for any injury or accident while its facilities or equipment are in use.
28. DARC reserves the right to suspend membership privileges for abusive behavior, failure to pay outstanding balances, and willful negligence or endangerment of DARC assets or personnel.

I have read the above Producing Membership & Rental Policy and agree to all conditions.

DARC Member Name (please print): _____

DARC Member Signature: _____

Date: _____

- I confirm that my use of DARC's facilities and equipment assets will be artistic in nature and within the parameters of this membership agreement.

DARC representative signature: _____