



House

2D HOUSE PACKAGE TRUCK RENTAL POLICIES AND PROCEDURES

PACKAGE TRUCK TERMS AND CONDITIONS

- 1. **PACKAGE TRUCK DRIVER RESPONSIBILITIES** - Package Truck Drivers are responsible for delivering the equipment to set as well as maintaining the inventory within the vehicle while on site. 2D House vehicles are used solely for transporting 2D House Drivers and equipment. 2D House and their Drivers will not be held responsible or liable for shuttling crew members, personal belongings or equipment supplied by other vendors. Package Truck Drivers will perform a full inventory of the vehicle at the end of the shooting day, it is required that a member of Production stay behind for the final verbal report. If a member of Production does not stay behind for the final verbal report, a written report will be supplied of any missing or damaged items after the job's completion.
- 2. **DRIVERS/SWINGS** - 2D House Drivers can be upgraded to Swings (Lighting and Grip Technicians) prior to the commencement of a booking. Unless specifically booked as such, Drivers should not be expected to perform the duties of a Swing while on set. Swings sent out by 2D House are not to be placed in any supervisory role on the day(s) of work (AKA Key or Assistant Key positions) and should not be the sole member of either the Lighting or Grip Departments.
- 3. **HOURS DEFINED WITHIN A STANDARD WORKING DAY** - 2D House Drivers operate on a Standard 10 hour work day with a 1 hour meal break (10+1). Hours are billed from the time the Driver leaves 2D House (Travel Start) until the Driver has returned back to 2D House at the end of the work day (Travel End). Production must notify the Customer Service Rep (CSR) if a day is scheduled for longer than 12 hours as a relief Driver may be required.

Initials: _____

- 4. **OVERTIME HOURS** - Overtime is calculated in 30 minute increments taking effect after the 10th hour of work, inclusive of travel time. Standard and Overtime Rates can be found in the chart below.

Initials: _____

- 5. **MEAL PENALTY** - Meal Penalty charges occur when a meal break has not commenced within 6 hours of a Driver's Call Time (Travel Time is not considered Call Time in this instance).
 - a) Meal Penalty #1: The 1st hour of meal penalty is billed at two times (2x) the prevailing rate for work performed in excess of 6 hours from Call (not from Travel Start). The 2nd hour of meal penalty is billed at three times (3x) the prevailing rate and continues until a meal break is provided. This penalty is calculated in 30 minute increments and will not exceed 3x the prevailing rate.
 - b) Meal Penalty #2: A second meal should be served no more than 6 hours after returning back to work from the first meal break. If crew wrap extends beyond, or is already determined to be more than, one (1) hour after camera wrap is called, then a courtesy meal must be provided by production. If a fourteen (14) hour day is planned for, then a second meal should be planned and catered / provided for. In the event the Driver must work through their second meal break an additional half (.5) hour will be added to the end of their day at the prevailing hourly rate.

Initials: _____

- 6. **REST PERIOD, TURNAROUND AND NIGHT SHOOTS** - A rest period of 10 hours between the conclusion of the Driver's work day (crew wrap) and the commencement of the next work day (call) must be given to allow the Drivers a minimum of 8 hours between Travel End and the following day's Travel Start. Should said rest period be at risk, it is the responsibility of the production company to anticipate for, and provide 2D House notice to allow the opportunity to provide a relief Driver for the following day's work. Encroachment of this turnaround period will be paid at three times the basic hourly rate until the ten hour rest period has been completed.

2D House will do its utmost to hire Drivers for Productions that do not have a conflict of schedule from a previous or upcoming job however 2D House reserves the right to refuse requests that they believe will put a Driver's safety at risk. This may include, but not be limited to: call times after 11:00AM, Night shoots where productions plan to be filming either prior to 7:00AM or beyond 11:00PM, driving a vehicle after working an excess of 14 hours, performing a task they are not qualified for or interacting with individuals or situations they feel are unsafe.

It is the responsibility of the production to notify 2D House no less than one week prior to the commencement of work if any of the above mentioned conditions (breach of turnaround, split shooting/night shooting, days scheduled in excess of 14 hours) are to be expected or scheduled. Failure to supply this information in a timely manner may result in the cancellation of your booking.



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7. **HOLIDAY RATES** - The following shall be paid holidays when worked: New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, Labour Day, Thanksgiving Day, Christmas Day, and Boxing Day. The Holiday day rates when working shall be two times (2x) the prevailing rate and will not exceed three times (3x) the basic hourly rate.
8. **INSURANCE REQUIREMENTS** - 2D House requires **\$250,000** in Property Insurance Coverage, listing 2D House as Loss Payee for loss or damage to property rented as well as **\$2,000,000** in General Liability Coverage, naming 2D House as an additional insured on your liability insurance.
9. **MILEAGE** - The rental of 2D House vehicles includes 100km/day in mileage coverage. Any excess of 100km/day is billed at \$0.35/km.
10. **EXTRA CARGO FEE** - Additional Cargo can be loaded onto the Cube Package Trucks at the discretion of 2D House staff. All requests to add extra items to a truck must be received and approved by 2D House no less than 1 full business day prior to the commencement of the package truck rental otherwise 2D House is not obligated to transport those items. The extra cargo fee ranges between \$50-\$400 depending on the amount of gear being added to the package. The Sprinters are not designed to accommodate any additional cargo and cannot be modified in any way. In the event a 2D House Driver is asked to return gear they did not initially transport to set, production will be subject to an additional fee that will be determined by the CSR after the job has been completed.

Initials: _____

11. **PARKING & MEAL EXPENSES** - All parking fees, parking tickets or meal allowances are the responsibility of Production. In the event parking fees or meal allowances are not paid for by Production during the rental term, those fees will be added to the final invoice payable to 2D House. Copies of the receipts from said charges in physical or electronic form can be provided to Production upon request.
12. **FORCE MAJEURE** If whether or not existing, known, foreseen or foreseeable at the time of contracting, as a result of an act of God, force majeure, war, blackout, air raid, air raid alarm, act of public enemy, riot, epidemic, pandemic, fire, earthquake, hurricane, casualty, lockout, labor dispute, strike or threat thereof, order or decree of any governmental agency or tribunal, Client's reasonable determination of risk to public health or safety, or any other similar or dissimilar contingency beyond Client's control, Client is prevented from using the Equipment provided by 2D House hereunder, Client shall have the right, exercisable in its sole discretion, to terminate this Agreement with no further obligations hereunder (other than to pay 2D House for use of the Equipment prior to termination), or to suspend the service and compensation of 2D House hereunder, and further, if Client so elects, to extend the period of time during which 2D House is required to provide the Equipment hereunder.
13. **CANCELLATION PENALTIES** Any confirmed Package Truck rental cancelled within a two week period of the rental commencement date will be subject to a cancellation fee of at least 30%.
14. **BILLING INQUIRIES & RATES** - All billing inquiries must be directed to a CSR at 2D House. Drivers are not responsible for supplying quotes or estimates on equipment, overtime, meal penalty or additional charges. Drivers do not have the authority to waive additional charges such as overtime, meal penalty, parking or meal fees while on-site; any and all matters of this nature must solely be communicated to and at the discretion of a 2D House CSR.



House

DRIVER & SWING STANDARD RATE CARD

The Drivers/Swing hours are calculated from door-to-door meaning their billable hours begin when they leave 2D House (Travel Start) and end when they return back to 2D House at the end of a workday (Travel End).

	STANDARD	1.5x OT	2x OT	3x OT
POSITION	10+1 hour day	Working Hours 10-12	Working Hours 12-14	Working Hours 14+
DRIVER	\$300	\$45/hr	\$60/hr	\$90/hr
SWING/DRIVER	\$400	\$60/hr	\$80/hr	\$120/hr

MEAL PENALTY RATE CARD

	MP #1 (1st Hour)	MP #1 (2nd Hour +)	MP #2
POSITION	6 Hours After Call without a Meal Break	7 Hours After Call without a Meal Break	After 6 hours from first meal break as per T&C Item #5b
DRIVER	\$60/hour	\$90/hour	+30 Minutes to total hours worked
SWING/DRIVER	\$80/hour	\$120/hour	+30 Minutes to total hours worked

ACKNOWLEDGEMENT

I hereby acknowledge that I have read, understood and agreed to the Package Truck policies and terms as defined within this agreement by 2D House Inc.

Signature

Print Name

Date