



REIMBURSEMENT AND RELEASE FROM LIABILITY AGREEMENT

BETWEEN :

Name :

Address :

Phone

Email :

Hereinafter the « Producer »

AND :

Name:

AQTIS membership #:

Phone :

Email :

Hereinafter the « Technician »

PREAMBLE

WHEREAS the Producer's requirements include the design and use of costumes, garments and other props for the purposes of the project entitled _____ (hereinafter the "Project"), which is governed by the _____ AQTIS-AQPM 2019–2023 Collective Agreement (hereinafter the "Collective Agreement");



WHEREAS article 9.8 of the Collective Agreement sets out the Producer's primary responsibility to provide the Technician with the funds and with an appropriate payment method to conclude all transactions necessary for the performance of their work for the purposes of the Project;

WHEREAS, in accordance with their function, the Technician may be responsible for tasks including but not limited to creating, producing, modifying or otherwise using costumes, apparel, garments, props or other related materials for the purposes of the Project;

WHEREAS the Technician may be required to purchase, rent or borrow costumes, apparel, garments, props or other related materials using their own money, due notably to time constraints resulting from timelines set by the Producer for completion of the Project;

WHEREAS the parties intend to use this Reimbursement and Release from Liability Agreement (hereinafter the "Reimbursement Agreement") only as a last resort;

IT IS AGREED AS FOLLOWS:

1. The preamble is an integral part of this Agreement;
2. The Technician will be required to use their own funds only under exceptional circumstances, at the request of the Producer, and only after signing the Reimbursement Agreement;
3. Whenever the Producer requires that the Technician purchase, borrow, rent or enter into any similar arrangement or contract for the purposes of the Project, the Producer must make available to the said Technician a company credit card or similar mode of payment;
4. In the event that, due to delays imposed by the Project timeline, it is strictly impossible for the Producer to provide the Technician a company credit card or similar method of payment, and this impossibility compels the Technician to use their personal payment method, the Producer undertakes to do the following:



- a. Reimburse the Technician within seven (7) days of submission by the Technician of receipts for purchases, rentals or other expenses;
- b. Assume all legal responsibilities or obligations contracted by the Technician in relation to the needs of the Project, and release the Technician from any and all responsibilities or obligations incurred, including but not limited to interest charges for late payment or costs for repair, refurbishment or replacement of stolen or misplaced equipment;

5. If the Producer neglects, refuses, omits or is late to reimburse the Technician in accordance with this Agreement, the Producer will bear any and all additional costs, penalties or other damages incurred by the Technician within seven (7) days of receipt of supporting documentation or receipts attesting to such damages.

SIGNED AT _____, ON _____, 2022

The Producer

The Technician