

## **FILM LOCATION AGREEMENT**

### **The Board of Education of School District No. 45 (West Vancouver)**

#### **LOCATION AGREEMENT**

**SET: (INSERT NAME)**

(this “Agreement”) is made as of (insert month, day and year)

BETWEEN:

**The Board of Education of School District No. 45 (West Vancouver)**  
with an office at 1075 21<sup>st</sup> St  
West Vancouver, BC V7V 4A9 (the “Owner” or “SD45”)

AND:

**(Insert Name of Production Company)**  
(Address)  
(City Prov PC) (the “Producer”)

In consideration of the mutual covenants and promises contained in this Agreement, the Owner and the Producer (individually, a “Party” and collectively, the “Parties”) agree as follows:

#### **1. LICENSE TO OCCUPY**

Subject to the terms of this Agreement, the Owner hereby grants to the Producer and its successors, permitted assigns, sublicensees, employees, agents, independent contractors and suppliers, all of whom are included in the term “Producer”, for purposes of entry upon, occupancy and use of the Property, a license to enter upon, photograph, record, occupy and use the Property to the extent specified in Paragraph 3 below (either accurately, simulated, in combination with other sets and/or locations or otherwise) for the periods set forth in Paragraph 4 below, and to bring all necessary personnel, equipment and temporary sets onto the Property, for the purpose of making stills and motion pictures and sound recordings of, on or about the Property.

#### **2. PROPERTY**

For purposes of this Agreement, “Property” means that certain real property located at (Insert Address of Property) and any buildings or structures located on the real property, including both interior and exterior portions of such buildings and structures and all personal property, including fixed and movable fixtures, located on the real property or within the buildings or structures, but specifically excluding the Owner’s name and any logo, slogan, trademark or other identifying mark depicted on, in or about the real property or any building or structure located on the same.

3. **SCOPE OF USE**

The Producer will have the right to use the electricity, gas, water and other utilities on the Property at the Producer's risk and expense. The Producer will have a license during the periods set forth in Paragraph 4 below to use all of the Property or such portions thereof as follows:

[enter details of filming areas]

School:

Rooms:

Parking:

4. **DATES**

The Property will be available for use by the Producer commencing at (insert time) on (insert day, month and year) and continuing until (insert time) on (day, month and year). If the Producer requires use of the Property prior or subsequent to the foregoing dates to prepare and wrap the location, then the Producer may request that the Owner provide additional access to the Property and the Owner will be reasonable in its response to that request, having regard to the Owner's previously scheduled events and day-to-day activities and provided that the Producer will pay additional fees computed on a pro rata basis with respect to the sums payable pursuant to Paragraph 5.

5. **FEES**

As payment for all of the rights granted to the Producer under this Agreement, the Producer will pay to the Owner the fee amounts as per Rental Invoice Contract (insert contract number) ("Contract).

The Contract amount is based upon the fees listed in Schedule B ("WVS Filming Rental Rates Schedule) of this agreement, subject to any agreed upon adjustments based upon the scope of use identified in Paragraph 3. Any additional fees to the Contract if further time or use is requested beyond the agreed upon times in the Contract will be based on Schedule B. Special requests from the Owner's Maintenance Department are payable at the Owner's current rates for time and materials. All fees specified are in Canadian dollars and are exclusive of any applicable taxes, which shall be responsibility of the Producer. All known fees are payable in advance upon the execution of this Agreement by the Parties and prior to any entry onto or use or occupancy of the Property. No fees will be payable for any day unless the Property is actually entered upon or used or occupied by the Producer, except payment of costs already incurred by the Owner in preparation for filming activities. **The Producer will supply the owner with a 50% security deposit prior to the commencement of prep activities and against which, subject to reasonable notice and an opportunity to cure, all unpaid additional fees, costs and damages, if any, will be deducted at the completion of all wrap activities.**

Any unused balance of the deposit will be returned to the Producer. Any outstanding fees due will be invoiced by the Owner. The invoice amount is due from the Producer within five business days after receipt. **Cheques are to be made payable to: “School District No. 45 (West Vancouver)”**. **SD45’s GST Number is 10796 1476 RT0001.**

**6. FACILITIES**

The Producer agrees to remove all equipment and temporary sets after completion of its use of the Property and to leave the Property in as good or better a condition as when entered upon by the Producer, reasonable wear and tear excepted. Signs, furniture and/or furnishings on the Property may be removed or changed by the Producer, but if removed or changed, such signs, furniture and/or furnishings will be replaced promptly by the Producer after filming. Except with the prior written consent of the Owner, which may be withheld in the Owner’s discretion, the Producer shall not make any physical alterations to any building or improvements forming part of any building on the Property including, without limitation, altering, disconnecting or interfering with any plumbing, electrical, heating, ventilation or air conditioning systems, or making any holes in ceilings, walls or floors that could disturb or release materials from those systems or the structure into the environment. The Producer will use reasonable care to prevent damage to the Property and will indemnify the Owner from any damages and/or losses arising out of personal injury or property damage resulting from any act of negligence or willful misconduct by the Producer or any of its agents, employees, contractors or other persons for whom it is legally responsible in connection with the use of the Property by the Producer, except to the extent such damages or losses are due to the negligence or willful misconduct of the Owner.

**7. FORCE MAJEURE**

If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond the Producer’s control, the Producer is unable to start work on the date designated above or work in progress is interrupted during use of the Property or either event or if the Producer determines at a later date that re-takes are necessary, the Producer will have the right to use the Property at a later date or to extend the period set forth in Paragraph 4, subject to the Owner’s previously scheduled events and day-to-day activities, without payment of additional fees to Owner, except for reimbursement of costs already incurred by the Owner provided that if the total number of days of use of the Property exceeds the total number of days provided for in Paragraph 4, the Producer will pay additional daily fees as provided in Paragraph 5 for those additional days. The Producer acknowledges, in particular, but without limiting the proviso regarding the Owner’s previously scheduled events and day-to-day activities, that the Property may be unavailable at certain times due to various commitments.

**8. RIGHTS**

All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made under this Agreement in connection with use of the Property by the Producer will be and remain the sole and exclusive property of the Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures or television series as the Producer elects, and in

connection with advertising, publicizing, in-content clip licensing, exhibiting, distributing and exploiting such motion pictures in any manner, media now known or hereafter devised whatsoever and at any time in any part of the universe in perpetuity, and neither the Owner nor any other Party now or hereafter claiming an interest in the Property through the Owner will have any right of action against the Producer arising from or based upon any use or exploitation of said photography and/or said sound recordings, provided that such photography and sound recordings do not include Owner's name or any logo, slogan, trademark or other identifying mark, nor any SD45 staff or student, except with the express prior written consent of the Owner, which may be withheld in the Owner's discretion.

## **9. USAGE**

The Producer is not obligated actually to use the Property or to include any of said photography and/or said sound recordings in any motion picture. The Owner may not terminate or rescind the permission granted to Producer under the Agreement to use and photograph the Property, except in the case of a violation of the Rules of Conduct set out in Schedule "A" hereto. In the event of a violation of any of the Rules of Conduct, the Producer shall be given reasonable notice and the opportunity to remedy the breach, but should the Producer fail to do so within a reasonable period of time, then the Owner shall be entitled to rescind its permission to use the Property and terminate this Agreement, and may seek an injunction to enforce same if necessary.

## **10. WARRANTIES**

10.1 The Owner represents, warrants and agrees that:

- (a) it is the sole and exclusive legal owner of the Property and has the full right, power and authority to grant the Producer the rights granted under this Agreement;
- (b) except as contemplated in this Agreement, it will take no action nor allow or permit or authorize any third party to take any action which might interfere with the Producer's full use and quiet enjoyment of the Property in accordance with the terms of this Agreement; and
- (c) it will act reasonably to maintain the Property in useable condition for all uses by the Producer contemplated under this Agreement, provided that if the Property or any building or improvement thereon suffers any material damage or destruction, the Owner shall have no obligation to repair or rebuild within any particular period of time or at all and in such event this Agreement shall be deemed terminated.

10.2 The Producer represents and warrants to the Owner that:

- (a) the Producer has all legal authority, including, without limitation, all permits and licences that it may require to lawfully carry on business in the Province of British Columbia and within the City where the Property is located;
- (b) the Producer will fully comply with all applicable laws at all times that it is on or using the Property; and

- (c) the Producer will promptly pay when due all accounts relating to goods or services supplied to the Producer on or in relation to the Property, ensure that no liens are filed against the Property in respect thereof, and immediately pay out and discharge any such liens and fully indemnify the Owner in respect thereof.

## **11. INSURANCE & INSPECTION OF PREMISES**

- 11.01 The Producer and the Owner agree to jointly inspect the Property prior to and following the Producer's use, noting in writing all existing damage, if any. The Owner shall be entitled to inspect the Property at any time during the Producer's occupancy to verify the Producer's compliance with the terms of this Agreement. The Owner agrees to submit to the Producer, in writing, within 10 days of the Producer vacating the Property (and within 10 days of completion of any additional use by the Producer of Property, if at all), a detailed list of all claimed property damage for which the Producer is responsible. The Owner will permit the Producer's representatives to inspect such damage. If any actual and verifiable damage to the Property is caused by the Producer's use of the Property, the Producer agrees to pay for and/or perform all necessary repairs. The Producer will obtain and maintain a minimum of \$5,000,000 per occurrence of personal injury and property damage liability insurance, which insurance will be with a reputable insurance company duly licensed and registered in British Columbia to carry on the business of providing property and liability insurance coverage, have a maximum deductible of \$5,000 and have the Owner as an additional named insured. The Producer will provide a certificate of insurance to the Owner confirming such insurance is in place prior to entry onto the Property.
- 11.02 The obligations of the Producer to indemnify and save harmless the Board under the provisions of this section with respect to liability by reason of any matter arising during the License Period shall survive any cancellation or termination of this Agreement, anything to the contrary notwithstanding.
- 11.03 The Producer will indemnify and save harmless the Board, its elected officials, officers, employees and agents from any fine or penalty which may be levied due to blockage of any fire escape or fire exit.
- 11.04 The Producer will indemnify and save harmless the Board, its directors, officers, employees and agents from any and all claims, demands or actions with regard to any matter involving or alleging copyright or trademark infringement in connection with **name of film.**
- 11.05 In the event that the Board supplies to the Producer or permits the Producer to use any of the Board equipment, materials or furnishings, the Board will not be liable for any malfunction or failure of such equipment, materials or furnishings or direct or consequential damages.
- 11.06 The Board, its agents and employees will have the right to enter the Facility or any part thereof at any time to make repairs, alterations or additions or for any other purpose which it may deem necessary for the safety, preservation or improvement of the Facility,



and the Board, its agents and employees will be allowed to take any material into the Facility that may be required to make such repairs, alterations or additions without being liable to pay any compensation or damages to the Producer.

**12. WORKSAFE BC**

The Producer shall be deemed the “Prime Contractor” for the Property under the Regulations of Workers Compensation Act and Occupational Health and Safety Regulation for the agreement term and must fulfill all of the obligations required of a Prime Contractor. The Producer shall be responsible for safety management for all persons who are present within the boundaries of the Property for the rental term including but not limited to the Producer’s workers, Producer’s subcontractors, employees and invitees of the Owner, and the general public. The Producer must promptly provide evidence of WorkSafeBC coverage to the Owner upon request.

**13. MISCELLANEOUS**

This Agreement is the entire agreement of the Parties with respect to the subject matter hereof and cannot be modified or cancelled except by written instrument signed by both Parties. This Agreement will be interpreted in accordance with the laws of the Province of British Columbia and the courts located in British Columbia will have jurisdiction over all disputes under this Agreement. The Parties acknowledge to each other that they have not entered into this Agreement in reliance upon any representation (written or oral, express or implied) not contained in this Agreement. The Owner agrees that the Producer may assign this Agreement and its rights hereunder to any third party, provided that such assignee agrees with the Owner in writing to be bound by all the provisions of this Agreement, and such assignment shall not relieve the Producer from any liability hereunder. This Agreement will inure to the benefit of and be binding upon the Party’s respective successors, sublicensees and permitted assigns.

**IN WITNESS WHEREOF** each of the Parties has caused its duly authorized signatory(ies) to sign this Agreement as of the date written on page one.

**The Board of Education of  
School District No. 45 (West Vancouver)**

**(insert name of Production Company)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Julia Leiterman

\_\_\_\_\_  
Name

\_\_\_\_\_  
Secretary-Treasurer

\_\_\_\_\_  
Title

## **SCHEDULE A**

### **RULES OF CONDUCT WHILE ON ANY SD45 PROPERTY**

1. Smoking (including all tobacco and vapor products), alcohol, cannabis, illegal drugs in any form and drugs which when consumed impair a person's mental or physical ability or capacity to function are strictly forbidden in all areas of all SD45 properties. This applies to all individuals, whether minors or adults. This rule applies whether school is in session or not. Alcohol may only be served at special functions, subject to the SD45's approval before the event. The Licensee is responsible for obtaining a liquor permit for the function and appropriate supervision and control.
2. The use of inappropriate language (including T-shirt logos, etc.) or gestures by cast and/or crew is not permitted while school is in session and/or minors are present.
3. Cast and crew must wear ID badges or ID tags in a visible manner at all times while on SD 45 Properties, except for cast while being filmed. This rule applies whether school is in session or not.
4. Pets are not allowed on SD45 properties. This rule applies whether school is in session or not. This rule does not apply to dogs assisting the disabled but is otherwise not negotiable. The use of animals for filming purposes must be approved by SD45 in writing prior to start of filming.
5. At any and all times cast and crew must only use areas specifically designated by SD45 for their use. These areas shall only include washrooms, temporary office space and/or a lunch room if specifically agreed. This rule applies whether school is in session or not. This rule is not negotiable.
6. Cast and crew shall park any and all vehicles in designated area(s) as approved in writing by the designated representative of SD45. All fire lanes and garbage bin access must remain open and accessible at all times.
7. For the safety and protection of everyone concerned, any unsupervised communication or contact of any kind between cast and crew and students on or about any SD45 property is not allowed. However, SD45 authorized, organized and supervised "field trips" to sets and Q&A sessions with cast and/or crew are encouraged, as these give students invaluable real-life experience.
8. While school is in session, all school-related activities have precedence over filming activities.
9. There must be an adequate number of production personnel to ensure that no student enters or is present in an area where there is any cast, crew or equipment and/or scenes being prepped, filmed or wrapped. Except as may be expressly approved in advance in writing by SD45 in its discretion, there will be no filming or recording of any SD45 students or staff whatsoever. This rule applies whether school is in session or not.

Please refer any questions or concerns regarding any aspect of filming on SD45 property to the Owner's designated liaison.



## **SCHEDULE B**

### **Filming location rental rates**

Please refer to attached schedule of current filming location rental rates for School District No. 45 (West Vancouver).