

FILM PARKING AGREEMENT

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

PARKING 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 21st 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 for parking film equipment and vehicles, to the extent specified in Paragraph 3 below.

2. PROPERTY

For purposes of this Agreement, “Property” means that certain designated parking areas located at (Insert Address of Property).

3. **SCOPE OF USE**

The Producer will have the right to use 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 parking areas]

School:

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).

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 Schedule B.

The fee amount is based upon the fees listed in Schedule B ("WVS Filming Rental Rates Schedule) of this agreement. Any additional fees if further time or use is requested beyond the agreed upon times in this Agreement 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. **The Producer will supply the owner with a 50% security deposit prior to the commencement of the rental term 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 the rental period.**

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 vehicles 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. 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. WARRANTIES

7.1 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.

7.2 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 this Agreement.

8. INSURANCE & INSPECTION OF PREMISES

8.01 The Owner agrees to submit to the Producer, in writing, within 10 days of the Producer vacating the Property a detailed list of any 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.

8.02 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.

9. 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.

10. 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 parking areas specifically designated by SD45 for their use.
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. While school is in session, all school-related activities have precedence over filming activities.

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



SCHEDULE B

Location Address:

Rate per day:

Rental dates:

Rental fee:

Tax:

Total rental fee:

Filming location rental rates

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