

THE BOARD OF EDUCATION SCHOOL DISTRICT NO.35 (LANGLEY) [“District”] FILM PRODUCTION FACILITY RENTAL AGREEMENT

Please complete the following application and RETURN TO: facilityrentals@sd35.bc.ca

☐ By submitting this rental application, you are agreeing to the terms and conditions of District, Langley Facility Rentals

Date of Application:				
Name/Title of Requester:		Cell:	Email:	
Legal Name of Production Company [“Licensee or Renter”]:				
Production Title:				
Authorized Representative , Name & Title: (Accepting Terms & Conditions)		Cell:	Email:	
Production Office Address/City/Postal Code/Zip Code:				
Locations Representative (Asst. Location Manager or higher):				
Cell Phone:		Email:		
Emergency After Hours - Location Manager Name:			Cell#:	
Emergency After Hours – Asst. Location Manager:			Cell#:	
Production Accountant: Name:		Email:	Cell#:	
Post-production Accountant Name:		Cell#:		
Name of School/Site Requesting:				
Requirements: (theatre, classrooms, hallway, cafeteria, etc.)				
Film/Prep/Wrap	Start Date:	End Date:	Start Time:	End Time:
The License to Occupy Agreement [“Agreement” or “License”] is between THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 35 (LANGLEY) [“District”] and the Legal Name of Production Company [“Licensee”] and is limited, non-exclusive, non-assignable, and revocable, and is permission to use the District Facilities for the purposes and on the dates and times on the face of this Agreement. Sub-letting of facilities is not permitted.				
INTERNAL USE ONLY - Notes:		<input type="checkbox"/> Script Approved <input type="checkbox"/> Insurance naming SD35 Langley as “additional insured” for minimum of \$5,000,000 liability. <input type="checkbox"/> Damage Deposit \$10,000 – hold in Accounting <input type="checkbox"/> If Student(s) employed – Principal’s approval		

THE BOARD OF EDUCATION SCHOOL DISTRICT NO.35 (LANGLEY)

FILM PRODUCTION FACILITY RENTAL AGREEMENT

THIS FACILITY RENTAL AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT ON THIS FORM. THESE TERMS AND CONDITIONS CONTAIN AN INDEMNITY AND OTHER IMPORTANT PROVISIONS OF THIS AGREEMENT. THE LEGAL ENTITY SIGNING THE AGREEMENT SHOULD READ THEM BEFORE EXECUTING THIS AGREEMENT.

1. LICENSE TO OCCUPY AGREEMENT

The License to Occupy Agreement ["Agreement" or "License"] is between THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 35 (LANGLEY) ["District"] and the Legal Name of Production Company ["Licensee"] and is limited, non-exclusive, non-assignable, and revocable, and is permission to use the District Facilities for the purposes and on the dates and times on the face of this Agreement. Sub-letting of facilities is not permitted.

2. DISTRICT FACILITIES

The Licensee accepts use of the District Facility in the condition in which it is provided and there is no warranty as to the condition of the District Facility in its fitness for the purpose of the Licensee.

3. SUPERVISION

The Licensee is to delegate a Licensee Location Representative ["Representative"] of the Licensee that shall be responsible for the admission, actions, and behaviour of all participants and spectators on the property of the District. The Licensee using District facilities shall provide adequate supervision of all participants in the activity by their Representative who shall:

- a) make themselves known to the District's Custodian or District Film Representative on duty in the building.
- b) enforce all District Policies and Procedures concerning the use of District facilities and property.
- c) supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
- d) limit activities and participants to the area assigned to the group.
- e) ensure that specified days and times are adhered to as stated on the Agreement.
- f) ensure that all participants and spectators and all members of the Licensee Group are out of the building when the activity ceases.
- g) take all and any action that may be required for the preservation of the District property.

4. GUIDING PRINCIPLES

- a) Licensee must comply with all laws, District regulations, and Township or City of Langley Fire By-laws and regulations. These include using only fireproofed props, not exceeding seating capacity and keeping exits clear.
- b) Such Agreements are to be in accordance with the District Policy, Procedures & Regulations (copy attached). No contracts are valid unless it is in writing and signed by the authorized parties.
- c) The use of District facilities for filming productions is not encouraged during school hours unless by special arrangement. Disruptions to the instructional program are to be kept to a minimum.
- d) Location personnel may go to schools to take preliminary still shots. They must identify themselves at the school office and receive permission from the school administration to view specific areas.
- e) All involvement with students shall be through an authorized District representative.
- f) Licensee personnel are not permitted to approach students while in the school unless that student is part of the shoot, having been approved by the Principal and the Secretary-Treasurer (see below "Inclusion of Students")
- g) The District may require the attendance of a District's custodian to assist the Licensee in carrying out the above conditions. The cost of the custodian's fee will be added to the Agreement charge.

5. PROCEDURES/APPROVALS

When a site is selected, the script, a certificate of insurance for an amount established by District and a \$10,000 damage deposit cheque must be received by the Office Services Department, Attention: Facility Rentals.

- a) The script must first be approved by the Secretary-Treasurer and permission received from the school Principal to film in designated areas.
- b) Subsequent to receipt of approvals, an Agreement will be drawn up to be digitally signed.
- c) The total license agreement fees charge, and License Agreement Deposit in accordance with current rates, must be paid before filming commences.
- d) A total accounting of costs will be done after filming and an invoice for additional costs will then be issued, if required.

If prior approval from District is provided, the Licensee may make changes to buildings (e.g. painting), however they must be restored by District staff unless otherwise permitted. Hook-ups into facility electrical panel boxes must be done by District electrical staff.

1. INCLUSION OF STUDENTS

On occasion, District students may have an opportunity to become involved in productions filmed at a District location. If this opportunity does arise, the Principal and the Secretary-Treasurer will discuss the appropriateness of the production to the students' learning experience. The recruitment of production personnel (talent and extras) from the student population must be approved by the School Principal.

A film production involving students is considered appropriate when it reflects the values of District. Under no circumstances are staff members of the Licensee's production to speak to or approach students who are not part of the production.

2. DAMAGES / CLEAN-UP

All breakage, damage and clean-up of District facilities will be completed by District personnel unless otherwise permitted; charges will be billed to the Licensee.

3. SAFETY & LIABILITY

The Licensee will be required to comply with all necessary laws and safety regulations while on District property, including those of the District, the Township or City of Langley, the WorkSafe BC, Workers' Compensation Board, and any others deemed applicable.

4. RIGHT OF REFUSAL AND CANCELLATION OF AGREEMENT

District reserves the right as its interests may require, to refuse any group or individual access to any District facility or to cancel any license agreement or use of a District facility. Agreements may be terminated at the discretion of the Principal for failure of the Licensee to comply with any of the aspects of the License Agreement.

School functions have priority over License Agreements and may preclude a license agreement activity on certain occasions. If any of District facilities covered by the agreement are required for purposes of District, or if District shall require any of the District facilities for one night for any purpose, the said District facilities shall be made available to District. A refund / credit will be made to the Licensee in such circumstances.

5. CHANGES

No changes or alterations may be made to the Agreement unless authorized in writing by District.

6. INSURANCE

The Licensee shall provide a certificate of insurance for an amount and in a form acceptable to District, which includes SCHOOL DISTRICT #35 (LANGLEY) as "additional insured"- minimum \$5,000,000 liability. The Licensee is responsible for providing adequate public liability insurance for its own participants.

7. INDEMNIFICATION AND HOLD HARMLESS

The Licensee shall indemnify and hold harmless District and any of its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expense arising out of the use and/or occupation of the property belonging to District by the Licensee and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such loss arises from the independent negligence or willful misconduct of District or any of its officers, employees, servants, agents and contractors.

8. WAIVER OF SUBROGATION

The Licensee hereby agrees to waive all rights of subrogation or recourse against District with respect to the use or occupation by the Licensee of the premises described in the Agreement.

9. FOOTWEAR

Footwear with heels and/or hard soles shall not be permitted on playing floors. If improper footwear causes damage to the floor, the Licensee will be billed for clean-up and/or repair.

1. LANGUAGE

Profane or insulting language shall not be permitted in the District facilities or property.

2. INTOXICANTS and SMOKING

Possession or consumption of intoxicants on any portions of school premises is strictly prohibited. There shall be no smoking or vaping in any District buildings or on any District property at any time.

3. PARKING

Parking of vehicles shall be prohibited on all school grounds, except in specified parking lots. Fire lanes must always be kept clear.

4. LOST PROPERTY

District will not be responsible for any property left on school premises.

5. SITE CLEANLINESS; FOOD & BEVERAGE

The Licensee shall clean up after themselves and remove all food and beverage packaging. If custodial services are required to return the facility to its original state, the Licensee will be charged.