

## PARKING ONLY APPLICATION

### FILM PRODUCTION

Please complete the following application and RETURN TO: [facilityrentals@sd35.bc.ca](mailto:facilityrentals@sd35.bc.ca)



By submitting this rental application, you are agreeing to the terms and conditions of SD35, Langley Facility Rentals

<b>Date of Application:</b>			
Name/Title of Requester:		Cell:	Email:
Legal Name of Production Company["Renter"]:			
<b>Production Title:</b>			
<b>Authorized Representative, Name &amp; Title:</b> (Accepting Terms & Conditions)			
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: (Size of Circus, # of Staff vehicles, food trucks, power requirements, etc.)			

Start Date:	End Date:	Start Time:	End Time:

The granting of this application is subject to the issue of a Rental Contract ["Invoice"]:  
between Renter and The Board of Education of School District No. 35 (Langley) ["SD35"].

INTERNAL USE ONLY - Notes:

- ☐ Insurance including SD35 as "additional insured" for minimum of \$5,000,000 liability.
- ☐ If Student(s) employed – Principal's approval

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

## FILM PRODUCTION RENTAL AGREEMENT

THIS 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 RENTERS SHOULD READ THEM BEFORE EXECUTING THIS AGREEMENT.

### 1. RENTAL AGREEMENT

This Rental Agreement is between THE BOARD OF EDUCATION SCHOOL DISTRICT NO. 35 (LANGLEY) ["SD35"] and the Legal Name of Production Company ["Renter"] and is limited, non-exclusive, non-assignable, and revocable, and is permission to use the SD35 Facility for the purposes and on the dates and times on the face of this agreement. Sub-letting of facilities is not permitted.

### 2. FACILITIES

The "Renter" accepts use of the facility in the condition in which it is provided and there is no warranty as to the condition of the SD35 Facility in its fitness for the purpose of the "Renter".

### 3. SUPERVISION

The "Location Representative(s)" ["Representative(s)"] of the Film Production group is responsible for the admission, actions, and behaviour of all participants and/or spectators on the property of SD35. All Film Production groups using SD35 Facilities shall provide adequate supervision of the participants in the activity by a ["Representative"] in Charge. The individual designated as "in charge" will:

- a) Make themselves known to the SD Representative on duty in the building.
- b) Enforce all SD35 Policies and Procedures concerning the use of SD35 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 Rental Agreement.
- f) Ensure that all participants and/or spectators and all members of the Film Production 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 SD35's property.
- h) With certain groups, SD35 may require the attendance of a school custodian to assist the group in carrying out the above conditions. The cost of the custodian's fee will be added to the rental charge.

### 4. GUIDING PRINCIPLES

- a) Film Productions renting school facilities and grounds must comply with all laws, 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 contracts are to be drafted and agreed to in accordance with the regulations to Board Policy 4006 "Use of Community School Buildings and Grounds" (copy attached). No contracts are valid unless it is in writing and signed by the authorized parties.
- c) The use of SD35 school 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 should be through an authorized SD35 Representative.
- f) Renters' 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")

### 5. PROCEDURES/APPROVALS

When a site is selected, the script, a certificate of insurance for an amount established by SD35 and a \$10,000 damage deposit cheque must be sent to 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, a contract will be drawn up to be digitally signed.
- c) The total rental charge, and Rental Deposit in accordance with current rental 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.
- e) If prior approval from SD35 is provided, the film company may make changes to buildings (e.g. painting), but all changes must be pre-approved and restored by SD35 maintenance staff. Hook-ups into facility electrical panel boxes must be done by SD35 electrical staff.

**THE BOARD OF EDUCATION SCHOOL DISTRICT NO.35 (LANGLEY)**  
**FILM PRODUCTION RENTAL AGREEMENT**

**6. INCLUSION OF STUDENTS**

On occasion, SD35 students may have an opportunity to become involved in productions filmed at a SD35 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 SD35. Under no circumstances are staff members of the film production to speak to or approach students who are not part of the production.

**7. DAMAGES / CLEAN-UP**

All breakage, damage and clean-up will be repaired or replaced or completed by SD35 personnel, and charges will be billed to the Renter.

**SAFETY & LIABILITY**

The Renter will be required to comply with all necessary safety regulations while on SD35 property, including those of the SD35, the Township or City of Langley, the Workers' Compensation Board, and any others deemed applicable.

**8. RIGHT OF REFUSAL AND CANCELLATION OF RENTAL CONTRACT**

SD35 reserves the right as its interests may require, to refuse any group or individual access to any SD35 facility or to cancel any planned rental or use of a SD35 facility. Contracts may be terminated at the discretion of the principal for failure of the Renter to comply with any of the aspects of the Rental Agreement.

School functions have priority over Rental Agreements and may preclude a rental activity on certain occasions. If any of the SD35 facilities covered by the contract are required for purposes of SD35, or if the SD35 shall require any of the SD35 facilities for one night for any purpose, the said SD35 facilities shall be made available to SD35. A refund / credit will be made to the Renter in such circumstances.

**9. CHANGES**

No changes or alterations may be made to the Rental Agreement unless authorized by SD35.

**10. INSURANCE**

The Renter shall provide a certificate of insurance for an amount and in a form acceptable to the SD35, which includes SCHOOL DISTRICT #35 (LANGLEY) as "additional insured"- minimum \$5,000,000 liability. The Renter is responsible for providing adequate public liability insurance for its own participants.

**11. INDEMNIFICATION AND HOLD HARMLESS**

The Film Production shall indemnify and hold harmless SD35 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 SD35 by the Film Production 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 SD35 or any of its officers, employees, servants, agents and contractors.

**12. WAIVER OF SUBROGATION**

The Renter hereby agrees to waive all rights of subrogation or recourse against SD35 with respect to the use or occupation by the Film Production of the premises described in the Rental Agreements.

### 13. FOOTWEAR

Footwear with heels and/or hard soles shall not be permitted on playing floors. Footwear normally used outside must not be used in gymnasiums. All footwear must be non-marking. If improper footwear causes damage to the playing floor, the Rental will be billed for clean-up and/or repair.

### 14. LANGUAGE

Profane or insulting language shall not be permitted in the SD35 facilities or property.

### 15. 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 SD35 buildings or on any SD35 property at any time.

### 16. PARKING

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

### 17. LOST PROPERTY

SD35 will not be responsible for any property left on school premises.

### 18. SITE CLEANLINESS; FOOD & BEVERAGE

Groups are expected to 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 Film Production will be charged.