

## **REGULATION #10800.3 COMMERCIAL FILMING AGREEMENTS**

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### **1. AUTHORITY**

- 1.1. The secretary-treasurer delegates the responsibility for the management of commercial filming and the development of agreements and for approval of agreements with a value of \$100,000 or less to the assistant secretary-treasurer. Where the value of the agreement is greater than \$100,000, the secretary-treasurer must sign the agreement.
- 1.2. The Manager, Business Development, is responsible for the day-to-day operations of commercial filming and assists in the development of agreements.
- 1.3. To ensure the smooth operation of commercial filming, the Manager, Business Development, will secure prior approval from the administrative officer(s) and advise the appropriate assistant superintendent(s) for each proposed agreement.

### **2. AVAILABILITY**

School District No. 36 (Surrey) may make its facilities available for filming only with the understanding that school programs (either during the day or night) will not be disrupted.

### **3. REVENUE**

Gross rental revenue shall be distributed in the following manner:

- a) Eighty percent (80%) shall be directed to the site for facilitating access.
- b) Twenty percent (20%) shall be directed to the Education Business Community Partnerships Advisory Committee (EBCPAC) to be included in a pool of undesignated funds from which specific projects will be funded.

When a non-school site is involved in the filming, 100% of revenue will be directed to EBCPAC's undesignated funds pool.

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#### **4. ACCESS**

Location personnel may go to schools to take preliminary still shots at no cost. They must identify themselves at the school office, wear a visitor badge, and receive permission from the school administration to view specific areas.

#### **5. PROCEDURES AND APPROVALS**

The procedure and approval process for commercial filming agreements is as follows:

- a) The proposed user will fill out an Application To Film.
- b) The proposed user will be required to submit a script, the working title for the film and the film's proposed classification (ie: G, PG, etc.).
- c) Subsequent to receipt of approvals, a contract will be drawn up to be signed. The total rental charge including security/custodial charges, in accordance with current rental rates, and an appropriate damage deposit must be paid before filming commences.
- d) The proposed user will be required to provide a copy of a Certificate of Insurance for a minimum of \$5,000,000 per occurrence naming School District No. 36 (Surrey) as an additional insured.

#### **6. ALTERATIONS**

With prior approval of the board, the film company may make changes to buildings or grounds (e.g. painting), but all changes must be restored by the school district maintenance staff at the film company's expense. Hookups into facility electrical panel boxes must be done by school district electrical staff at the film company's expense.

#### **7. EXTRAS**

Written consent by staff and the parents of students, if applicable, is required for any use of student/staff or pictures of student/staff in the film.

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### **8. RATES**

Rental of district facilities for the purpose of filming will follow the rate schedule listed below:

Any interior portion of a facility:

Day of filming	\$2,000 per day including parking
Day of prep and wrap	\$1,000 per day including parking

Any exterior portion of a facility:

Day of filming	\$1,000 per day including parking
Day of prep and wrap	\$ 500 per day including parking

Filming at district theatres will be based on the rates established for those facilities.

Use of parking lot (when filming is not taking place at the site):

Parking	\$ 400 per day
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Security/custodial (must be on site at all times during interior filming):

Security	\$ 15 per hour
Custodial	\$ 50 per hour

Electrical or maintenance (if required by renter or stipulated by school district):

Electrical/Maintenance Trades	\$ 70 per hour
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Furniture and equipment rentals (for additional items not already in the rented space):

Various furniture and equipment is available for rent at ~20% of replacement value per week.

All rates are subject to all applicable taxes.

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### **9. TERMS AND CONDITIONS**

#### 9.1. Additional Charges

The user is responsible to pay School District No. 36 (Surrey), in addition to base rental charges, costs incurred for:

- a) Clean-up of facilities, based on the board's wages and benefits costs.
- b) Security services.
- c) Damages to facilities and/or equipment.

#### 9.2. Suitability of Facilities

School District No. 36 (Surrey) provides no stated or implied warranty as to the suitability or condition of the facilities for the user's purposes; and the user accepts the facilities at the user's own risk.

#### 9.3. Responsibility for Facilities/Damages

The user accepts full responsibility for all facilities rented including responsibility for the cost of any damages to School District No. 36 (Surrey) property, any adjoining property or other costs incurred by School District No. 36 (Surrey). The user further agrees to only utilize School District No. 36 (Surrey) facilities as defined in this contract.

#### 9.4. Local Regulations

The user agrees to abide by local regulations established by the school principal or the site manager.

#### 9.5. Smoking Prohibition

The user acknowledges that smoking is prohibited in all School District No. 36 (Surrey) buildings and all grounds and agrees to refrain therefrom.

#### 9.6. Non Interruption

The user agrees that usage of the facilities and grounds will in no way interrupt, disrupt or affect the instruction of students or any school programs either during the day or during the night.

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### 9.7. Cancellation by User

Where the user wishes to cancel usage, this must be done by providing written notice to School District No. 36 (Surrey), Attention: Manager, Business Development, 14033 – 92<sup>nd</sup> Avenue, Surrey, BC V3V 0B7 or at fax 604-595-6307, a minimum of forty-eight hours prior to the start of the booking time.

### 9.8. Cancellation by School District No. 36 (Surrey)

School District No. 36 (Surrey) may cancel or revoke either specific usage or the contract without cause up to forty-eight hours prior to the booking and the user will have no claim or right to damages or reimbursement on account of any loss, damages or expense arising therefrom.

### 9.9. Abuse of Privileges

School District No. 36 (Surrey) reserves the right to cancel rental privileges pursuant to this contract and the privilege to enter into future contracts, where there has been abuse of rental privileges.

### 9.10. Indemnification and Hold Harmless

The user shall indemnify and hold harmless School District No. 36 (Surrey) and its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of property belonging to School District No. 36 (Surrey) by the user and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such loss arises from the independent negligence of School District No. 36 (Surrey).

### 9.11. Waiver of Subrogation

The user hereby agrees to waive all rights of subrogation or recourse against School District No. 36 (Surrey) with respect to the use or occupation by the user of the premises described in this contract.

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### 9.12. Liability Insurance

The user shall, without limiting its obligation or liabilities herein and at its own expenses, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to School District No. 36 (Surrey):

- Comprehensive general liability insurance with a limit of not less than Five Million Dollars (\$5,000,000), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user, its officers, employees, servants, agents, contractors, and volunteers and shall include School District No. 36 (Surrey) Board of Education, employees, servants, agents and contractors as additional insureds with respect to liability arising out of the use or occupation by the user of the property belonging to School District No. 36 (Surrey).
- Such comprehensive general liability insurance shall contain coverage for premises and operations, products and completed operations, blanket contractual liability, cross liability, elevator and hoist liability, contingent employers liability, occurrence property damage, employees and/or volunteers as additional named insureds, use of attached machinery, use of specially licensed or unlicensed vehicles (while operated off highway), broad form property damage and tenants all risk legal liability (in an amount sufficient to cover the replacement cost value of the leased space) to apply to the use and/or occupation by the user of the premises described in this contract.

### 9.13. Certificates of Insurance

User shall provide School District No. 36 (Surrey) with evidence of all required insurance prior to the effective date of this contract. Such evidence of insurance shall be in the form of a Certificate of Insurance issued by the insurer or insurance broker of the user and must contain the following information: name of insurance company, binder or policy number, name and address of the insured (user), policy period, description of coverage, policy limits, description of insured operations and location(s), and signature of the authorized representative and date.

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9.14. Certified Insurance Policies

When requested by School District No. 36 (Surrey), the user shall provide certified copies of required insurance policies.

9.15. Identification

The term School District No. 36 (Surrey) herein is utilized to identify the Surrey Board of Education of School District No. 36 (Surrey).

*Revised:* 2007-02-27  
2005-06-07  
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