vsb.bc.ca | info@vsb.bc.ca | 604-713-5000
1580 WEST BROADWAY VANCOUVER, B.C., V6J 5K8

Filming Terms and Conditions

Permission is granted for use of the approved space stated above under the following conditions:

1) A refundable damage deposit of $2,500.00 made payable to the Vancouver School Board is required. Please issue this in a separate cheque.

2) It must be understood that the name of the school or the school district will not appear in the film.

3) It must be understood that any changes or damages done to the building or grounds inside and outside must be restored by the Vancouver School Board staff. All electrical hookups into Vancouver School Board panel boxes must be done by Vancouver School Board electrical staff. Any costs associated with remedial repairs or electrical hookups will be invoiced to your attention.

4) Any changes in the accommodation required or the dates and times required must be approved by the Vancouver School Board Rentals Office and the School Administrator.

5) The Licensee will leave the said Vancouver School Board ("Lessor") property in as good a condition as when received, reasonable wear and tear excepted, and will make good or pay for any damage to the property occurring during its use of the same.

6) The Licensee will be required to comply with all necessary safety regulations while on the property, including those of the Lessor, City of Vancouver, Workers' Compensation Board, and any others deemed applicable.

7) The Licensor agrees that all rights in and to the recordings and photographs shall remain with the Lessee.

8) Proof (i.e. insurance certificates) of $5,000,000 liability insurance naming the Licensor as insured must be provided.

9) The Vancouver School Board assumes no liability with respect to the oral or graphic content of the film production. The granting of this agreement does not reflect the Vancouver School Board's approval of the film contents.

10) If, because of the illness of actors, the director or other essential artists and crew, weather

conditions, defective film or equipment or any other occurrence beyond the Licensee's control, and the Licensee is unable to start work on the date designated above and/or work in progress is interrupted during use of the property by the Licensee, then the Licensee shall have the right to use the property at a later date to be mutually agreed upon and/or to extend the period set forth herein. Any extension beyond the initial rental term shall result in additional rental payment for interior/exterior filming.

11) All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with the use of the property by the Licensee shall be and remain the sole and exclusive property of the Licensee. The Licensee shall have the right to use said photography and sound recordings in connection with any motion pictures and the Licensee shall elect in any and all media whether known or hereafter devised, and in connection with exploiting such motion pictures in any manner whatsoever and at any time in any part of the Universe. The Licensor shall have no rights of action against the Licensee arising from or based upon any use or exploitation of said photography or sound recordings. The rights granted herein survive any termination/expiration of this Agreement.

12) The Licensee is not obligated to use property or to include any of said photography or sound recordings in any motion picture. In the event of any claim by the Licensor against the Licensee, the Licensee shall be limited to the Licensor's remedy at law for damages, if any and the Licensor may not enjoin, restrain or interfere with use of the property or the exploitation of the footage/Licensees rights in Paragraph 8 as provided in this agreement. The Licensor, acknowledges and agrees that the property is a primary location for the use by the Licensee as part of the photography of a motion picture, and that any interference with the use thereof by the Licensor may cause the Lessee substantial monetary and other damage which can be adequately compensated in an action or law for damages. Accordingly, without limiting any other right or remedy of the Licensee, the Licensor agrees that the Licensee shall be entitled to injunctive and other equitable relief to prevent any interferences with the use of the property by the Licensee hereunder.

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Release and Waiver of Liability

All licenses for the use of school premises are granted subject to the following conditions:

1) The Licensee agrees there is no warranty expressed or implied on the part of the Board as to the suitability or conditions of the school premises hereby demised; to accept the said premises at his own risk.

2) The Licensee agrees to covenant to indemnify and hold harmless The Board of Education of School District No. 39 (Vancouver) and any of 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 the property belonging to the VBE by the user group and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the School District.

3) The Licensee understands and agrees that this Contract may be revoked or cancelled by the Board at any time, with or without cause, and, in such event, the Licensee shall have no claim or right to damages, or reimbursement on account of any loss, damage or expense whatsoever.

4) The Licensee understands and agrees, that once finalized, each and every change or modification or cancellation of this agreement, initiated by the Licensee, shall result in a $25 + GST processing fee. Please note that cancellations and amendments require forty-eight (48) hours written notice in advance of the rental, or the full cost of the rental will apply.

5) The Licensee understands and agrees that if they should cause any damage to Board property during their use of Board facilities, that they will be held liable, and if payment for said damages is not made after reasonable notice and a reasonable opportunity to cure, this contract shall be revoked or cancelled by the Board, and the Licensee will lose their priority to book said time and space in the future until restitution is made.

6) The Licensee understands and agrees that rental and custodial charges, if any, are based on the expected use of Board facilities, and if the nature of the use, or the duration of the use, is different than originally anticipated, the Board reserves the right to increase the rental and/or custodial charges upon reasonable notice. Similarly, if the extent of actual clean-up required is greater than what was originally anticipated, the Board reserves the right to increase the custodial charges accordingly. If payment for the increase in custodial charges is not made in a timely fashion, this contract shall be revoked or cancelled by the Board, and the lessee will lose their priority to book said time and space in the future until restitution is made.