FILM LOCATION LICENCE (NO FEE)

BETWEEN:

SIMON FRASER UNIVERSITY
Burnaby Mountain Campus
8888 University Drive
Burnaby, British Columbia V5A 1S6
(the “University”)

AND:

(Corporate or Business Name of Filmmaker, Film Company, Etc.)
Name of Individual Authorized Representative

(Suite/Apt. No.) (Street Address)

(City) (Prov.) (Country) (Postal Code)

(Phone Number) (Fax Number)

(the “Filmmaker”)

IN CONSIDERATION of the agreements set out below and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, the University and the Filmmaker agree as follows:

1.0 Grant of License

1.1 The University grants to the Filmmaker:

(a) the right and license (the “License”) to enter and remain upon that portion of the Burnaby Mountain Campus and/or the Harbour Centre Campus (collectively or individually called the “Campus”) of the University described in and/or outlined in red on, Schedule “A” attached hereto (the “Location”) for the limited purpose of making still, video or motion picture photographs and sound recordings (collectively, the “Filming”) subject to the provisions of this Agreement and only in connection with or as part of the production described in Schedule “B” (the “Film”);
(b) the right, title and interest in any videotape, negative and print taken and sound recordings made hereunder in perpetuity in connection with the Film including, without limitation, the copyright and all renewals and extensions of copyright therein, and the exclusive right publicly to perform or display and to authorize others to perform or display, any such photographs and sound recordings in the production, exhibition or use of the Film;

(c) the right to refer to the Location by a fictitious name, and the right to attribute any fictitious events as occurring on the Location subject to the prior written approval of the University which approval shall not be unreasonably withheld, provided that it shall not be unreasonable for the University to withhold such approval if in the sole and arbitrary opinion of the University, which shall be given by the University’s Director, Facilities Management, the name or reputation of the University may be adversely affected or prejudiced by the proposed fictitious name or events.

(d) the right in perpetuity, throughout the world, to duplicate and recreate all or any portion of the Film and to use the same in any media and/or manner known or unknown, including without limitation in, and in connection with, any foreign version, “best of” and/or compilation, motion picture, theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same.

2.0 Term of Agreement

2.1 Subject to earlier termination pursuant to Section 6.3 or Article 7.0, the Filmmaker shall be entitled to enter and remain upon the Location for the purposes of conducting the Filming each day during the day period (the “Term”) commencing on __________, 20__, (the “Commencement Date”) and ending on __________, 20__, whereupon the License shall terminate. The term of the License may be altered or extended only by written agreement between the University and the Filmmaker.

3.0 Insurance

3.1 The Filmmaker shall, at least seven (7) days prior to the Commencement Date deliver to the University a Certificate of Insurance in the form provided for such purpose which shall be satisfactory to the University in its sole opinion. The following insurances shall be acquired and maintained by the Filmmaker, at its sole cost and expense, and shall name the Filmmaker as the named insured and the University as an additional insured:

(a) General Liability coverage with a minimum limit of $10,000,000 for loss, damage, injury or death arising out of any one occurrence;

(b) Automobile Liability of not less than $2,000,000;

(c) Property All Risks Insurance which shall contain a waiver of subrogation in favour of the University;

(d) Workers Compensation (or Employer’s Liability) as required by law; and

(e) any other insurances as may be reasonably required by the University.

All insurance shall not be cancelled nor materially reduced unless 30 days prior written notice is given to the University.
4.0 Compensation and Deposit

4.1 The Filmmaker shall pay to the University:

(a) the costs and expenses (collectively the “Costs”) incurred by the University, as determined by the University in good faith, directly or indirectly related to the Filming, including without limitation costs incurred by the University for:

(i) providing janitorial services related to the use by the Filmmaker of the Location;
(ii) providing security related to Filming at $500.00 per day;
(iii) providing parking for the Filmmaker and its servants, employees, agents, officer, invitees, licensees, contractors and subcontractors on Campus;
(iv) providing plumbing/mechanical services related to the Filming;
(v) providing carpentry/painting/buildings & grounds services related to the Filming;
(vi) providing electrical services related to the Filming;
(vii) providing the services of the University’s Film Liaison to assist the Filmmaker and to provide liaison between the Filmmaker and various University departments;

(b) an amount to reimburse the University for its overhead expenses equal to 30% of the aggregate of the Costs.

4.2 The University shall invoice the Filmmaker at its address set forth on page one of this Agreement for the amounts set forth in Section 4.1 within a reasonable time following expiry of the Term.

4.3 The Filmmaker shall pay the amount set forth in any Invoice within thirty (30) days of the date of such Invoice.

5.0 Filmmaker’s Obligations

5.1 The Filmmaker:

(a) shall not photograph, record or use the name “Simon Fraser University”, “SFU”, or any similar name in identifying the Location in the Film unless the right to photograph, record and use such name is expressly granted by the University by prior written approval to be given by the University’s Director, Facilities Management on the following terms:

(i) the University may withhold such approval if, in the sole and arbitrary opinion of the University, the name or reputation of the University may be adversely affected or prejudiced;

(ii) the consent of the University to the use of its name in connection with the Film will not be an acknowledgement or approval by the University of the content of the Film, and the University will, in no sense whatsoever, be deemed by such use to be participating in the production, exhibition or use of any part of the Film, and;

(iii) if the University shall, without fault on its part, be made a party to any litigation involving a third party commenced by or against the Filmmaker with respect to the Film, then the Filmmaker shall defend, indemnify and hold the University and the members of its Board of Governors, its officers, employees, contractors, subcontractors and agents (the “University Representatives”) harmless in connection with such litigation and the University may, at its option, participate in or assume carriage of any such litigation or settlement discussions;
(b) shall not make any alterations to any improvements, buildings or property of the University on the Campus or erect any buildings or improvements on the Campus other than as described in Schedule “C” to this Agreement without the prior written consent of the University to be given by the University’s Director, Facilities Management;

(c) shall carry out the Filming on, and shall otherwise restrict its operations to, the Location exclusively. If the Filmmaker wishes to expand the Location to include additional areas of the Campus, it may do so only by way of a written amendment to this Agreement signed by the University and the Filmmaker;

(d) shall ensure that the Film is of moral and reputable character, is free of any direct or indirect meaning which is derogatory to, or an exploitative representation or portrayal of, any person or group of persons, is unlikely, in light of prevailing community standards, to cause offense and will not injure the name, reputation or standing of the University in any way, directly or indirectly;

(e) shall permit representatives of the University to attend upon the Location at any time;

(f) may bring onto the Location only the equipment, props, vehicles, temporary sets and other personal property which are described in Schedule “C” attached hereto;

(g) shall be permitted to bring onto the Location not more than the number of persons specified in paragraph II of Schedule “A” at any one time;

(h) shall enter and leave the Location through the Campus only as directed by the University from time to time;

(i) shall be entirely responsible for the conduct, safety and protection of all persons who enter upon the Location at the invitation of the Filmmaker including, without limitation, the Filmmaker’s employees, officers, agents, invitees, licensees, contractors and subcontractors and shall ensure all such persons have coverage under the Workers’ Compensation Act of British Columbia;

(j) shall, upon the request of the University, provide the University with a complete list of all contractors and subcontractors who are engaged by the Filmmaker to perform services for the Filmmaker upon the Location in connection with the Filming and shall ensure that all such contractors and subcontractors comply with each and every provision of this Agreement;

(k) shall during the Term, provide such of its personnel as may be necessary to ensure such security and/or vehicle and pedestrian traffic control for the Location as the University may reasonably require provided that the University may itself provide such security and control as it shall determine is necessary at the cost of the Filmmaker;

(l) shall ensure that the Filming shall not, by reason of excessive noise, light, or other disturbance, unreasonably disrupt the business or operation of the University and shall, upon written notice received from the University, cease the Filming and all other operations of the Filmmaker upon the Location, or if applicable, any other areas of the Campus, until the University and the Filmmaker can mutually agree upon a means to eliminate such unreasonable disruption;

(m) shall, upon termination of the License, vacate the Location and remove therefrom all personnel and equipment including, without limitation, cameras, props and temporary sets, and shall leave the Location in a clean, safe and tidy condition and in as good a condition otherwise as when entered upon, reasonable wear and tear excepted;
(n) shall repair any damage caused to the Location as a result of the exercise by the Filmmaker of any of the rights granted in this Agreement;

(o) shall in the exercise of its rights and the performance of its obligations hereunder comply at all times with the applicable laws of Canada and of British Columbia and with the rules and regulations of the University in force from time to time.

6.0 Labour Relations

6.1 In the event that any picketing or other labour action should take place at the Campus, or at any entrances to the Campus, by any group whatsoever during the Term of this Agreement, whether lawful or unlawful, with the result that the normal operation of the University is or may be adversely affected, then the University may, in its sole and arbitrary discretion, suspend the License and restrict or prohibit access by the Filmmaker to the Campus forthwith upon the delivery of written notice (a “Suspension Notice”) to the Filmmaker.

6.2 Upon receipt of a Suspension Notice, the Filmmaker shall, unless the Suspension Notice otherwise directs:

(a) suspend the Filming and its other operations on and discontinue the use of the Location and any other portion of the Campus for any purpose permitted by this Agreement; and

(b) if the picketing or other labour action is caused by the employees of the Filmmaker or any of its contractors, subcontractors or any supplier of goods or services to any of them or any trade union representing such employees, contractors, subcontractors or suppliers, forthwith commence proceedings before the appropriate court, board or other tribunal to obtain a lawful order or direction that the aforesaid picketing or labour action shall cease and desist.

6.3 In the event that upon receipt of the Suspension Notice the Filmmaker does not:

(a) forthwith suspend the Filming and discontinue its other operations under this Agreement; or

(b) if the picketing or other labour action is attributable to a group for whom the Filmmaker is responsible as set out in section 6.2(b) above, within 72 hours from the giving of the Suspension Notice, the Filmmaker does not obtain and implement a lawful order or direction requiring that all persons cease and desist from picketing, or from conducting disruptive labour action, on the Campus,

the University may, in its sole discretion, terminate this Agreement forthwith upon the delivery of written notice to the Filmmaker.

6.4 The requirement of the Filmmaker to suspend its operations and discontinue the use of the Location shall cease once the picketing and/or labour action has ended unless this Agreement has been terminated pursuant to Section 6.3.

6.5 The giving of a notice under either of Sections 6.1 or 6.3 shall not invalidate or extinguish any liability or obligation of the Filmmaker under this Agreement.

6.6 The University will not be liable or held responsible in any way whatsoever for any costs or delays incurred by the Filmmaker resulting from, or which may be attributable to, any picketing or other labour action or to the Suspension Notice.

6.7 In the event that the Filmmaker receives a Suspension Notice and as a result the Filmmaker is unable to use the Location during any day during the term of this Agreement, the University will be
entitled to retain the amounts paid to the University hereunder but will accommodate the Filming on alternate days if arrangements can be made which are mutually satisfactory.
7.0 Termination

7.1 This Agreement may be terminated by the University forthwith by notice in writing delivered to the Filmmaker in the event that the Filmmaker shall fail to perform any of its obligations or to comply with any terms set forth in this Agreement.

8.0 Indemnity

8.1 The Filmmaker shall indemnify, defend and hold harmless the University and the University’s Representatives from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including legal costs on a client/solicitor basis), expenses, liabilities and administrative proceedings (collectively “Claims”) including, without limitation, Claims arising by reason of any injury to or death of any person, or damage to any property including consequential loss, which may be brought or made against the University, and that may be caused either directly or indirectly by any action or inaction in any way related to this Agreement or by the Filmmaker or any of its directors, officers, staff, contractors, subcontractors, agents, employees or persons for whom the Filmmaker is at law responsible, failing to perform of any of its obligations or to comply with any terms set forth in this Agreement, excluding matters caused by the sole negligence of the University.

9.0 Release

9.1 The Filmmaker hereby releases and discharges the University and the University’s Representatives from all manner of actions, causes of actions, claims and demands whatsoever which the Filmmaker may now or hereafter have for or by reason of any loss, damage or injury suffered by the Filmmaker or any other person or by reason of any cause, matter or thing whatsoever arising directly or indirectly out of the exercise of the rights or the performance of the obligations of the Filmmaker under this Agreement or otherwise in any way relating to or arising in connection with the Film or this Agreement, excluding matters caused by the sole negligence of the University.

10.0 General Provisions

10.1 Any waiver by the University of the strict performance of the covenants on the part of the Filmmaker contained herein or any failure on the part of the University to enforce same shall not extend to or be taken in any manner whatsoever to effect a waiver of any subsequent or other breach of any such covenant.

10.2 The parties shall execute and deliver all such further documents and instruments and do all acts and things as may be necessary or convenient to carry out the full intent and meaning of this Agreement.

10.3 Any notice required to be given pursuant to this Agreement may be given by registered mail or personal delivery to the party to receive same at the address for such party hereinbefore set out, or in the case of the Filmmaker, by personal delivery to any representative of the Filmmaker at the Location, or at such other address as a party may designate by notice in writing to the other under this Agreement.

10.4 This Agreement, including all matters of construction, validity and performance, shall in all respects be construed and enforced in accordance only with the laws of British Columbia. The parties hereby irrevocably consent to and submit themselves to the jurisdiction of the applicable courts of British Columbia for the purpose of any suit, action or other judicial proceeding arising out of or connected with this Agreement or the performance of the subject matter hereof. The Filmmaker hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the Filmmaker is not personally subject to the jurisdiction of the courts of British Columbia or that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper.
10.5 This Agreement shall not be assigned by the Filmmaker without the prior written consent of the University which consent may be arbitrarily withheld, except that University hereby agrees that the Filmmaker may assign the rights set out in section 1.1(b) and (d) of this Agreement to distributors and broadcasters of the Storm Warning! program.

10.6 Time shall be of the essence of this Agreement.

10.7 This Agreement sets out the entire agreement between the parties and may not be altered except by written amendments signed by the University and the Filmmaker.

10.8 In the event this Agreement is terminated pursuant to Article 6 or 7, the payment obligations of the Filmmaker set out in Article 4, the Filmmaker’s obligations set out in Article 5 and the Filmmaker’s indemnities set out in Article 8 shall remain in full force and effect notwithstanding such termination.

10.9 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representative, successors and permitted assigns of the Filmmaker.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the ________ day of ________________, 20__.

SIMON FRASER UNIVERSITY

Per: _________________________________

Director, Facilities Management

FILMMAKER

A: If Individual:

_______________________________

Filmmaker

_______________________________

Witness to Filmmaker’s Signature

B. If Incorporated Body:

_______________________________

Name of Filmmaker Company

Per:

_______________________________

Authorized Signatory
SCHEDULE “A”

I The limited portion of the Campus which shall comprise the Location is: (a) described as follows, or (b) outlined in red on the attached map of the Campus.

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II The maximum number of persons which the Filmmaker may bring onto the Location at any one time is _____ persons.
SCHEDULE “B”

NAME OF FILM:

DESCRIPTION OF SUBJECT MATTER OF THE FILM:
General Description of Filmmaker’s Property which may be brought upon the Location during the term of this Agreement:

(a) Photographic and Recording Equipment:

(b) Props:

(c) Temporary Sets:

(d) Other Property: