

FILMING ON OKANAGAN COLLEGE CAMPUSES

Okanagan College (the "College") permits controlled access for use of its facilities and grounds at all four of its Campuses (Kelowna, Vernon, Penticton and Salmon Arm) for film production companies. Filming on any campus may include: feature films, documentaries, commercials, general entertainment (television) and still photography.

All enquires and requests for filming on Okanagan College property should be directed to the Facilities Booking Office at (250- 862-5444 ext. 4614) who will make the appropriate arrangements, coordinate all activities and liaison with the film companies.

The following documents should be submitted to Facilities Booking Office by email at eventbookinkelowna@okanagan.bc.ca at least three (3) weeks in advance.

- A detailed description of filming activity (script, outline, or storyboard)
- Signed agreement to the Terms and Conditions contained herein

The Director of Facilities and Business Services, in conjunction with the Campus specific Regional Dean, will review applications to ensure that:

- the safety and security of students and employees of the college while filming is underway;
- there will be no disruption to the usual college operations;
- operations will be conducted in compliance with industry standards and Work Safe B.C.;
- potential media issues are established and dealt with;
- the reputation of the college is not damaged by the use of inappropriate material/filming.

The College reserves the right to refuse any request to film on College property. Successful applications are subject to the terms and conditions herein.

The Director of Facilities and Business Services and/or the Regional Dean will provide final approval and sign-off.

A Certificate of Insurance must be presented to the College prior to commencing filming activities.

Film Productions - Terms and Conditions

1. The College reserves the right to cancel, interrupt or revise any rental without notice and without payment of compensation.
2. Fees and other Charges:
 - As required, a location preparation and wrap-up fee (day prior to filming and day after filming) will be charged at the rate of \$500.00 per day, (total \$1,000.00), and payment is required two business days (48 hours) prior to the commencement of filming.
 - A daily fee for filming will be charged at a rate of \$500.00 per day.
 - Fees for productions lasting longer than five (5) days may be negotiated.
 - An administrative fee of \$250.00 will be charged per booking.
 - Any incremental (additional) costs incurred for filming activities, such as Okanagan security personnel, janitorial, electrical and other power needs, parking or facilities maintenance will be charged to the film company.
 - As required, the College will assign a Location Liaison to support the Film Company. All location preparation support, support during the filming, and wrap-up support provided by the College's Location Liaison will be at a cost of \$100.00/hour.
 - Any additional Okanagan College technical personnel required during the rental i.e. security, engineers, electrician, etc. will be charged to the film company.
 - Parking will be charged at our daily rates
 - Additional charges may apply for other related costs incurred (i.e. electrical permits) by the College in connection with filming activities. -

- Unless otherwise agreed, the location preparation and wrap-up fee must be paid in advance. The balance of the fees will be payable upon receipt of the College's invoice.
3. Prior to use the Film Company agrees to make a reasonable inspection of the Facility to ensure that it is suitable for the purposes intended and will at all times exercise reasonable care and due diligence and assume all risks. The College shall not be liable to the Film Company, or anyone to whom the Film Company is legally responsible, for any loss or damage to property or for any personal or bodily injury, or death, or any other losses, actions, claims, liabilities, or causes of action however incurred or sustained by the Film Company or any of the Film Company's guests, invitees or participants, during or otherwise in connection with the Film Company's use of the Facility.
 4. The Film Company is not permitted to scout locations on College property unless accompanied by College personnel or given permission by the College.
 5. The Film Company is not permitted to conduct interviews or liaison with academic departments, service departments, College employees or the student body without prior permission from the Regional Dean.
 6. The Film Company is not permitted to photograph or film any students, employees or visitors on any Campus without the written consent of **BOTH** Okanagan College and the student, employee, visitor.
 7. The College requires that all individuals on College property behave with civility, respecting the values of diversity, free enquiry, mutual respect, individual safety, and the quiet enjoyment of others. All City, Provincial and Federal laws must be observed.
 8. The Film Company shall comply with all College policies and procedures, including the Code of Conduct which are published on the website:
[http://www.okanagan.bc.ca/Assets/Departments+\(Administration\)/Legal+Affairs/Code+of+Ethical+Practices+Policy.pdf](http://www.okanagan.bc.ca/Assets/Departments+(Administration)/Legal+Affairs/Code+of+Ethical+Practices+Policy.pdf)
 9. The use of College facilities does not imply endorsement of an activity by the College. Violation of College policies and guidelines may result in the cancellation of existing bookings or future use of College facilities.
 10. The Film Company shall not use the College name as sponsor of the group's activities without the express written permission of the College. The Film Company may use the College name to identify the location of the event.
 11. The Film Company may only use the facility and equipment specified on the date(s) and during the time period indicated on the reservation confirmation, for the purposes specified.
 12. The Film Company shall give at least two (2) business days (48 hours) notice of cancellation. The total rental fee is payable for any rental cancelled with less than two (2) business days (48 hours) notice. In addition, the Film Company may be liable for extra charges if any because of lack of notice.
 13. The College does not accept responsibility for any equipment, furniture, supplies or private property of any description used or left on College property. Such materials are left at the owner's risk and may only be left with prior approval.
 14. The Film Company takes responsibility for any damage to College property caused by its officers, employees, servants, agents, students, volunteers, guests, sub-contractors, or invitees. The Film Company will bear the full cost of repair or replacement of any College property which may be broken, damaged or stolen during the rental.
 15. A designated College representative will meet the Film Company and secure the rented space.
 16. The Film Company may make temporary alterations to College property or construct minor sets without prior permission from the College. Major set decorations must be specified in writing and approved by College management prior to filming. All areas used for filming or for the preparation of filming must be returned to their normal condition. If any damage to College property occurs, the Film Company will bear the full cost of repairs, together with a 30% overhead charge.

17. The College may provide, but cannot guarantee, reserved parking. Current parking fees will apply. Details for parking requirements of large scale productions will need to be negotiated. -
18. The Film Company shall indemnify and hold harmless the College and any of its officers, employees, servants, agents and contractors for any and all claims, demands, actions and costs that may arise out of the negligent acts or omission of the Film Company, its officers, employees, servants, agents, students, volunteers, guests and invitees except to the extent that such losses arise from the independent negligence of the College.
19. The Film Company shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain general liability insurance of not less than \$5,000,000 (five million dollars) inclusive per occurrence for bodily injury and property damage including loss thereof. Such insurance shall extend to cover the Film Company, its officers, employees, students, agents, contractors and volunteers as additional insured with respect to liability arising out of the use or occupation by the Film Company of College property.
20. The Film Company shall provide the College with evidence of insurance prior to the start of the rental. Such evidence shall be in the form of a Certificate of Insurance naming Okanagan College as additionally insured.
21. Following an incident or accident an *Incident Report Form* must be completed and submitted to the College within 48 hours of occurrence. An *Incident Report Form* is required for personal injury or any loss or damage to College Property.

I have read and agree to be bound by the terms and conditions of this Agreement as set out above.

On Behalf of the Film Company

Signature Date

Name and Title

Company

Address

City Province / State Postal / Zip code

APPROVED ON BEHALF OF OKANAGAN COLLEGE:

Signature: _____

Name & Title: _____

Date: _____