

MOTION PICTURE INDUSTRY & BC MUSEUM ASSOCIATION

Resources links for BCMA members:

Code of Conduct

<https://www.creativebc.com/industry-sectors/motion-picture/location-resources/index#permitting-support/code-of-conduct>

Locations 101

<https://www.creativebc.com/industry-sectors/motion-picture/location-resources/index#locations-101>

Digital Locations Library

<https://www.creativebc.com/crbc-services/motion-picture-services/location-library-and-web-packages#location-library>

Community Resources

<https://www.creativebc.com/community/index>

Film Terminology

<http://www.ubcp.com/wp-content/uploads/Terminology-on-Film-Sets.pdf>

In Production List

<https://www.creativebc.com/crbc-services/motion-picture-services/in-production>

Regional Film Commissions

https://www.creativebc.com/industry-sectors/industry-contacts/motion-picture/main/77/bcfc_industry_contacts.php?category=102&keywords=

Contacts:

Industry and Community Affairs Specialist, Julie Stangeland 604.730.2245 jstangeland@creativebc.com

Industry and Community Affairs Specialist, Katharine Pavoni 604.730.2248 kpavoni@creativebc.com

WHAT WE DO

We act as Liaison between the location owner/manager and production companies. Our services cover all aspects of a location being used by a production from the initial enquiry through to completion of location use.

The following is a breakdown of our service.

Service Element	Description
Point of Contact	Receive and respond to all initial enquiries and provide 24/7 Liaison support during location use ensuring the owner / manager is only contacted in case of emergency
1st Scout	Oversee onsite scouts allowing the production to photograph the location, gather information and assess its suitability
2nd Scout	
Tech Surveys	On-site research and review of proposed filming with all key crew members to ensure it falls within location rules and regulations and that the script and the scenes that they want to shoot do not conflict with the nature of the location
Further Surveys & Meetings	Attend any further onsite surveys and meetings requested by the production
Filming Supervision:	<p>Onsite supervision while any film activity takes to ensure best interests of the location are put first. This includes oversight of:</p> <ul style="list-style-type: none"> ○ Hazard and Asbestos Management ○ Health and Safety requirements ○ Electrical requirements of the location ○ Fire safety practices ○ Exterior locations are preserved, and environmental guidelines followed ○ Awareness and sensitivity to the public and neighbouring properties <p>Supervisors ensure the activity taking place at the location is restricted to that which the owner / manager has pre-approved</p> <p>Supervisors troubleshoot small issues as and when they occur and refer any more significant problems to the Liaison who will work with the Locations Team on the production to resolve them.</p>
Spot Checks	Liaison checks to ensure the supervisor is carrying out their role fully and trouble shoot any arising issues
Wrap	Resolve all outstanding location issues at the end of use and ensure location is left in the required condition
Scheduling	Take bookings and manage schedules according to the location's availability
Event Schedule Form	Create and circulate detailed information to all directly involved parties at and around the location
Quotes	Prepare and send out draft quotes
Billing Issues	Resolve any outstanding billing issues
Contracts	Execute all draft contracts relating to filming at the location
Film Guidelines	Provide filming guidelines by which any production at the location shall be constrained. These may be modified from time to time as required
Promoting & Marketing	Photograph and advertise the location through multiple mediums including: Location Fixer BC website, Creative BC, email newsletters and word of mouth in keeping with the location's wishes for potential use

Contact Information	<p>Synnove Godeseth Owner/Director synnove@locationfixer.ca</p> <p>Rachael Dudley Owner/Director rachael@locationfixer.ca</p> <p>Sai Frame Location Portfolio Manager sai@locationfixer.ca</p> <p>Ally Lee-Dudley Business and Ops Manager ally@locationfixer.ca</p>
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SAMPLE LOCATION AGREEMENT

Date: _____

Production Company (“**Producer**”): _____

Premises Owner (“**Owner**”): _____

Owner Address: _____

Owner Telephone/Other Contact Information: _____

Program/Show: **“XXXXXXXXXXXXXXXXXX”**

1. ACCESS AND USE. For good and valuable consideration, the receipt and sufficiency of which both parties hereby acknowledge, Owner hereby grants Producer (and its successors, assignees, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term “Producer” for purposes of entry upon and use of the "Premises", as defined herein), permission to enter upon, photograph, record and use the Premises (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) for the periods set forth below, and to bring all necessary personnel, equipment, vehicles and temporary sets onto the Premises, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Premises. Further, Owner grants permission to replicate said Premises (if applicable) by constructing a set at a separate location, duplicating all or any part of the Premises for the purpose of completing Producer’s scheduled work, or for filming retakes, added scenes, advertisements or promotion, refer to the Premises or any part thereof by any fictitious name, and to attribute any fictitious events as occurring on the Premises.

2. PREMISES. This agreement relates to the real property (herein referred to as the “**Premises**”), located at _____, including, without limitation, all interior and exterior areas, utilities, buildings and other structures of the Premises, real and personal property, displays, and signs located in, on and/or about the Premises, and Owner’s name, logo, trademark, service mark and/or slogan, as depicted in, on, and/or about the Premises and other identifying features thereof.

3. DATES AND LOCATION FEE. The Premises shall be available for use by Producer commencing approximately _____, 2018, and continuing until approximately _____, 2018, inclusive. If Producer requires use of the Premises prior or subsequent to the foregoing dates, then Producer may so use the Premises subject only to the approval of Owner. Producer may, at any time prior to twenty four (24) hours before commencement of the dates specified herein, elect not to use the Premises by giving Owner notice of such election, in which case neither party shall have any further obligation to the other. _____ Dollars (\$_____) is payable to Owner after completion of Producer’s use of the Premises. Producer shall have the right to reenter the Property for further Recording as needed for the above fee or a pro rata day rate of the above fee based on the number of days thereof.

LOCATION RENTAL DETAILS:

_____ \$xxx/day per filming day
 _____ \$xxxx/day per prep/wrap day
 _____ \$xxx/day liaison fee
 _____ (additional details and fees should be included here)

Please make cheque payable to _____
 Phone number/email _____
 Sin# _____

4. EQUIPMENT REMOVAL AND INSURANCE. Producer agrees to remove all equipment and temporary sets after completion of its use of the Premises and to leave the Premises in as good condition as when entered upon by Producer, reasonable wear and

tear excepted. Signs on the Premises may be removed or changed, but if removed or changed such signs shall be replaced. Producer will use reasonable care to prevent damage to the Premises. Producer agrees to maintain General Liability, Automobile Liability and Third Party Property Damage Liability insurance covering the use of the Premises by Producer with policy limits of not less than \$1,000,000. Owner agrees to maintain liability and property damage insurance covering the Premises in customary and adequate levels. Owner hereby waives, on behalf of Owner and Owner's insurance carrier, all rights of subrogation with respect to any claim or claims which may arise under any and all policies of insurance now or during the term hereof in effect insuring any property of Owner situated in or upon said Premises.

5. **FORCE MAJEURE.** If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Premises by Producer, then Producer shall have the right to use the Premises at a later date to be mutually agreed upon and/or to extend the period set forth herein, upon the same terms and conditions as set forth herein.
6. **RIGHTS.** All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Premises by Producer shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any television projects and/or motion pictures and/or other uses as Producer shall elect, in, and in connection with, the advertising, publicizing, exhibition and exploitation thereof, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Premises and/or interest through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature.
7. **REPRESENTATIONS AND WARRANTIES.** Owner represents, warrants and agrees that Owner is the sole and exclusive legal owner of the Premises and has the full right, power and authority to grant Producer the rights granted to Producer hereunder; Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Premises in accordance with the terms hereof; Owner will maintain the Premises in useable condition for all uses by Producer contemplated hereunder; and it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Premises as described herein. Owner agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with any breach of any of Owner's representations, warranties or agreements set forth herein.
8. **INDEMNIFICATION.** In consideration of the grant of the rights set forth herein above, Producer agrees to indemnify and hold Owner harmless from actual costs incurred as a result of injuries to persons and damages to properties (ordinary wear and tear excepted), to the extent such loss is not otherwise covered by any insurance, caused, in whole or in part, by the following: (i) any breach by Producer of this agreement or (ii) any gross negligent or willful acts by Producer (or Producer's employees or agents) in connection with Producer's activities on the Premises. Owner shall be required to submit in writing to Producer a detailed list of any and all damages of the Premises that Owner alleges Producer caused ("Claim"). Such Claim shall be submitted to Producer within 48 hours after the completion of use of the Premises by Producer (including any additional use). Owner shall then authorize Producer's representatives' entry onto the Premises to inspect and assess the damages pursuant to the Claim. If Producer acknowledges responsibility for said damages, Producer shall be given the opportunity to either correct the damage or make restitution in a timely manner. To the fullest extent permitted by applicable law, owner hereby waives all claims against producer for any indirect, incidental, punitive, and consequential damages.
9. **NO OBLIGATION TO USE AND CONFIDENTIALITY.** Producer is not obligated to use the Premises or to include any of said photography and/or said sound recordings in any motion picture and/or television project. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Premises. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for monetary damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with use of the Premises as provided in this agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Producer's rights hereunder. Owner hereby agrees that the terms and conditions relating to this agreement and the existence of this agreement shall be strictly confidential. Owner agrees not to disclose or discuss with any third party any of the activities contemplated under this agreement and, in particular, the names, titles, people, entities and/or materials ("Participants") related to any such activities with any other person, firm or corporation. Without limiting the foregoing, Owner will not issue nor authorize in any manner whatsoever, directly or indirectly, the dissemination of any information, publicity or news story relating to Producer, this agreement, any use by Producer of the Premises, the Participants, the Program, the photography and recordings made hereunder or any of the rights granted to Producer hereunder. Owner acknowledges that Owner's and/or third parties' use of cameras, recording equipment and all personal photography on or near the Premises while Producer has possession of or is using the Premises as contemplated

herein, are strictly prohibited. Any violation by Owner of the provisions of this paragraph shall be deemed to be a breach of this Location Agreement and Producer shall be entitled to all available remedies under law or in equity.

- 10. HAZARDOUS MATERIAL. Owner hereby warrants to disclose to Producer any information and/or knowledge which Owner may possess with respect to hazardous material, environment and/or substances likely to cause adverse health effects in connection with the use of the Premises.

- 11. MISCELLANEOUS. This agreement sets forth the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This agreement cannot be modified or canceled except by written instrument signed by both parties. This agreement will be governed by the laws of the British Columbia, without reference to rules governing choice of law. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the courts located in British Columbia with respect to any claims, suits or proceedings arising out of or in connection with this agreement, and waive any claim or defense that any such court is an inconvenient or improper forum. The parties further waive any right to jury trial in any such claim, suit or proceeding. Owner acknowledges that it has not entered into this agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. Owner agrees that Producer may assign this agreement and its rights hereunder to any third party. This agreement shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assignees.

Please indicate your agreement to the foregoing by signing in the space provided below.

Very truly yours,

(Name of Production Company here).
("Producer")

Per: _____

Title: _____

AGREED TO AND ACCEPTED:

Name of Premises Owner:

Signature of Premises Owner