

LICENSE TO OCCUPY

This "Agreement" made the ____ day of _____, _____

BETWEEN:

BOARD OF EDUCATION - SCHOOL DISTRICT NO. 75 (MISSION)
33046 Fourth Avenue, Mission, British Columbia, V2V 1S5
(the "Board")

AND:

[_____]
[_____], [_____], _____ [_____]
(the "Operator")

WHEREAS the Board is the registered owner of the lands and the building and improvements thereon located at the following address: [_____]
(_____). (the "Premises")

AND WHEREAS the Operator wishes to obtain, and the Board wishes to grant to the Operator, a non-exclusive license (the "License") to occupy that portion of the Premises indicated on Schedule A attached hereto (the "License Area"), or such other area as may be designated by the Board hereunder, on the terms and conditions set forth herein.

1. LICENSE

- 1.1. In consideration of the covenants of the Operator contained herein, and subject to the terms and conditions hereof, the Board hereby grants the License to occupy the portion of the school indicated on Schedule A (the "License Area"), or any other substituted area that the Board may designate under this agreement to the Operator for the term set out below.
- 1.2. The interest granted pursuant to this Agreement constitutes a license only and does not constitute a lease or a sublease, nor create any other interest in land. This Agreement does not create a partnership, joint venture or agency relationship between the Board and the Operator (collectively, the "Parties", and each a "Party") or give the Operator any authority or power to bind the Board in any way.
- 1.3. The Operator shall have a right of access, in common with the Board, its staff and invitees, over those portions of the common areas of the Property that are reasonably required by the Operator for access to the License Area. The Board may stipulate access limits and routes, and the Operator shall ensure that its staff, agents, contractors and invitees respect those stipulations.
- 1.4. The Board does not guarantee alternative accommodation in the event that the License Area is destroyed or made unfit for use due to fire or other cause.

2. TERM

- 2.1. The License shall commence on [_____], and ending on [_____], subject to the Operator's compliance with all the terms hereof.

- 2.2. Upon expiration or sooner determination of the License term, the Operator shall forthwith peaceably vacate and cease occupancy of the License Area without notice from the Board. The Board shall have the right upon the termination of this License by effluxion of time or otherwise to require the Operator by notice in writing, to remove the chattels and equipment located on the License Area and if the Operator does not remove its personal property forthwith after written demand, the Board may remove and dispose of such property and shall not be responsible for any accounting for such property, or any loss or damage resulting from such removal and disposal. This Section 2.2 shall survive the expiration or earlier termination of this Agreement.
- 2.3. If the Operator continues to occupy the License Area with the express written consent of the Board after the expiry of the term of this License, the License will continue on the same terms and conditions herein set out. Either party may cancel by giving written notice.
- 2.4. There is no obligation on the part of the Board to renew or extend this License at the expiry of the term.

3. LICENSE FEES:

- 3.1. The Operator shall pay license fees to the Board in the amounts set out in Schedule B of this Agreement.
- 3.2. The Board will invoice the Operator for the fees as set out in Schedule B of this Agreement, listed exclusive of any applicable taxes, all of which the Operator shall pay within 30 days of the date of the invoice.
- 3.3. Interest shall accrue on any overdue amounts at the rate of 1.5% per month from the date due until paid.

4. USE

- 4.1. The Operator shall not use the License Area nor allow the License Area to be used for any purpose other than that for which the License is granted:
 - 4.1.1. Production, rehearsing, photographing, filming and recording (including, without limitation, sound recording) certain scenes for use in and in connection with the film currently entitled " _____ " (the "**Project**")
 - 4.1.2. The Board acknowledges and agrees that the Operator has the right to photograph, film and record the Premises and to exhibit and otherwise exploit the photographs, film and recordings of the Premises and any and all designs, sets, structures, furnishings, works of art and other objects located in or around the Premises, as well as any trade names, trademarks, trade dress, service marks, copyrights, verbiage, signage and/or logos visible on the Premises (collectively, the "**Marks**") for use in and in connection with the Project (the "**Recordings**"). The Operator shall have the right to place all necessary facilities, personnel, vehicles, props, equipment, temporary sets and structures onto the Property and to make non-permanent changes to the Premises, subject to the limitations set out in Clause 5 below. The Operator agrees to remove any items brought to, temporary structures built on and to reverse any temporary changes made to the Premises after completion of production.

- 4.1.3. If because of illness of actors, director or other artists and crew, weather conditions, defective film or equipment or any other occurrence beyond the Operator's control (including, without limitation, pandemic, epidemic or disease), the Operator is unable to start prep or filming on the License Area on the agreed dates or continue prep or filming during use of the License Area by the Operator, then the Operator shall have the right to use the License Area at a later date to be mutually agreed in good faith upon and/or to extend the period set forth in the Agreement.
- 4.2. The Operator may use the License Area on the hours and days as set out in Schedule A, and at such other times as may be approved in writing by the Board.
- 4.3. The Operator shall ensure that children using the Operator's facility do not enter the school grounds surrounding the License Area or any parts of the School except by special arrangement with the Principal of the school or where necessary to permit the children to enter and leave the License Area.
- 4.4. During the term hereof, the Operator shall be entitled to use the parking lot located at the Premises in order to park personal vehicles of cast/extras and/or crew, essential work vehicles and catering trucks.
- 4.5. The Board shall provide the Operator the reasonable use of the garbage receptacles and recycling bins on school grounds at no extra cost to the Operator.
- 4.6. Cooking is not permitted in the License Area except for use of a microwave oven, a kettle and a coffee maker.
- 4.7. The Operator shall comply with rules made by the Principal of the school located on the Property.
- 4.8. The Operator and all participants of the Operator's programs shall comply with all directives from Board staff in the event of an emergency or emergency exercise.

5. CONDITION OF LICENSE AREA, SERVICES, ALTERATIONS, REPAIRS AND MAINTENANCE

- 5.1. The Operator hereby accepts the License Area on an "as is" basis.
- 5.2. The Operator shall maintain the License Area in a sanitary, tidy, and safe condition, to a standard consistent with that set by the Board and the administration of the school, and will leave the License Area in good repair at the end of the License.
- 5.3. The Board shall provide custodial services to the License Area as set out in Schedule C.
- 5.4. The Operator shall pay for additional services required by the Operator or made necessary by the Operator's use of the License Area or any other area of the school as provided in Schedule B.
- 5.5. The Operator shall arrange its own telephone service and will be responsible for all associated costs.
- 5.6. The Board shall maintain and repair the License Area in accordance with its normal operating standards.
- 5.7. The Operator shall promptly notify the Board's Maintenance Department of any condition in the License Area requiring repair.

- 5.8. The Operator shall pay the Board for the costs of any repairs (including reasonable charges for the Board's staff time, equipment and materials) that arise directly from the Operator's operations.
- 5.9. When the Operator uses other space in the school without the prior written consent of the Principal of the school and the Board, it shall at its own expense return it after use to its previous state.
- 5.10. The Operator shall not install or erect any sign on the exterior of any building or improvement on the Property other than interior signage within the License Area, except with the prior written consent of the Principal of the school located on the Property and the Board.
- 5.11. The Operator may ask the Board for alterations to be made to the License Area. The Operator shall not make any alterations, repairs, installations, removals or improvements in or about the License Area or the improvements thereon without the Board's prior written consent, in the Board's absolute discretion, as to suitability and acceptability and only after having submitted adequate plans and specifications thereof to the Board. Such consent shall be at the approval of the Board, and in the event of such consent, all work shall be done in good and workmanlike manner to a standard acceptable to the Board. At the Board's option, such work may be performed by the Board's Maintenance Department unless the Board decides otherwise. The Operator shall pay the Board for such work at the costs to the Board (including reasonable charges from the Board's staff time, equipment and materials).
- 5.12. The Operator is not required to repair the effects of reasonable wear and tear.
- 5.13. At the expiration of the License term hereby granted or if the License shall be otherwise terminated, all improvements erected or placed upon the License Area by the Operator and all fixtures or fittings in or about the License Area placed by the Operator shall be the property of the Board. Notwithstanding the foregoing, if requested by the Board in writing, the Operator shall, at its sole cost and expense, remove all improvements erected or placed upon the License Area by the Operator and all fixtures in or about the License Area placed by the Operator. This Section 5.13 shall survive the expiration or earlier termination of this Agreement.

6. OWNERSHIP OF RECORDINGS

- 6.1. All rights of every kind in and to the Recordings and the Project shall be and remain vested in the Operator, including, without limitation, the right to exhibit, distribute and otherwise exploit the Project and Recordings, to use and reuse the Recordings in and in connection with the Project, subsequent related and unrelated productions of any kind, as well as in and in connection with advertisements, promotions, publicity, clips and other materials, etc. for the Project and in any ancillary exploitation thereof, including, without limitation, publications, soundtracks and merchandising in all manner and media, now known or hereafter devised, in all languages, throughout the universe, in perpetuity. The Operator shall have the right, in its sole discretion, to alter or edit the Recordings in any way that the Operator deems fit for use in the Project.
- 6.2. In the event of a breach of this Agreement by the Operator, the Board agrees that it will not have the right to enjoin, restrain or interfere with the exploitation or distribution of the Project or with the advertising, publicizing, exhibiting or transmission thereof.

- 6.3. Notwithstanding anything to the contrary herein, the Operator shall have the unrestricted right to assign and/or license its rights in and to the Project to one or more third parties.

7. NO NUISANCE:

- 7.1. The Operator shall not at any time during or after the said Term permit anything to be done or kept on or around the License Area that shall be deemed a nuisance to the Board or to any of the Board's invitees or neighbours.

8. OPERATOR'S ACCESS

- 8.1. The Board shall provide the Operator and all persons authorized by the Operator with reasonable access to the exterior entrance to the License Area. Picketing of the school does not entitle the Operator to any compensation from the Board or rebate of license fees if the Operator's access to the License Area is not prevented.

9. BOARD'S ACCESS TO LICENSE AREA:

- 9.1. The Board shall be entitled to enter, inspect and otherwise have access to the License Area throughout the Term of the License at any time. This right of access may be exercised by the Board's staff and may include the school Principal or designate or the director of Facilities or designate. For access during business hours, the Board shall provide at least 24 hours' notice to the Operator, but if there is an emergency, no notice is required for access to deal with emergency or to inspect the condition of the License Area.

10. COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS

- 10.1. The Operator shall observe, fulfill and comply at its expense with all laws, ordinances, regulations, requirements and recommendations of any and all Federal, Provincial, Municipal and other authorities having jurisdiction and all notices in pursuance of same, which apply to the Operator, or to the Operator's use of the License Area (each, a "**Legal Requirement**"). The Operator shall save the Board harmless from all costs, charges or damages which the Board may incur or suffer by reason of the Operator's breach of any such Legal Requirement. This Section 10.1 shall survive the expiration or earlier termination of this Agreement.
- 10.2. Without limiting the foregoing, the Operator acknowledges and agrees that:
- 10.2.1. the Operator shall be responsible for obtaining and maintaining at its own expense any and all fire, safety, health and governmental and other regulatory authority requirements applicable and required for the Operator to lawfully operate its business in and from the License Area;
 - 10.2.2. the Operator shall be responsible for obtaining and maintaining at its own expense any permits that may be required in respect of any work required by the Operator;
 - 10.2.3. the Operator acknowledges that the *Tobacco and Vapour Products Control Act* (British Columbia) and the *Cannabis Control and Licensing Act* (British Columbia) prohibit the consumption or use of tobacco, vapour and cannabis products (the "**TVC Ban**"), and that the Board's policies prohibit

the consumption of alcohol (the “**Drinking Ban**”), in all buildings and on all lands owned or occupied by the Board. During the Term, the Operator shall comply with and shall use its best efforts to enforce the TVC Ban and the Drinking Ban in and about the License Area.

- 10.2.4. The Operator shall comply with the applicable legislation requiring criminal record checks for all individuals who shall have unsupervised access to children in or about the Property.

11. INSURANCE

- 11.1. The Board shall maintain comprehensive general liability coverage as owner of the school. The Operator acknowledges that this policy does not protect the interests of the Operator.
- 11.2. The Operator is responsible for obtaining its own property insurance to protect personal property of the Operator or that of its staff or invitees located in the school. The Operator shall waive all rights of subrogation or recourse against the Board.
- 11.3. The Operator shall maintain at its own expense liability insurance as follows:
- 11.4. The Operator must, without limiting the Operator’s obligation or liabilities and at the Operator’s own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in British Columbia in forms and amounts acceptable to the Board:
 - 11.4.1. Comprehensive General Liability insurance (including bodily injury and property damage) on an occurrence basis with respect to the Operator’s activities at the school. The limit of such insurance shall be at least \$5,000,000 inclusive per occurrence. This insurance shall name the Board as an additional insured with respect to liability or damage arising out of the use or occupancy of any Board property by the Operator. It shall include a cross liability clause and tenant’s legal liability insurance in the minimum amount of \$1,000,000.
- 11.5. The Operator’s policies of insurance shall require that the Board received 30 days’ notice of material change or cancellation. The policies shall be placed with insurers licensed in British Columbia.
- 11.6. The Operator shall provide the Board with evidence of such coverage in the form of an insurance certificate, on request.

12. ACCIDENTS, LIABILITY AND INDEMNITY

- 12.1. The Operator shall complete and submit to the Board an Incident Report in the form required by the Board, including full particulars, within 48 hours after any incident in which the Operator or any of its directors, officers, employees, agents, contractors, volunteers or invitees is involved as a participant or witness, and medical or first aid attention is administered, or there is loss or damage to Board property.
- 12.2. The Operator shall be responsible for securing its own property and property of others in its care and control in the License Area, and for ensuring the safety of its staff and invitees.
- 12.3. Except as otherwise provided in this Agreement, the Operator shall pay the cost of any damage to any property of the Board arising from the use of the License Area or the

Board's property by the Operator or its staff or invitees. This includes, but is not limited to, damage resulting from negligence or willful act or omission.

- 12.4. Except as otherwise provided in this Agreement, the Operator shall indemnify and save harmless the Board and its Trustees, officers, employees, and agents from all loss, liability, costs, claims, or expenses (including actual legal fees and disbursements) arising out of the use or occupancy of any Board property by the Operator or its staff or invitees, or arising out of any breach of this Agreement. This obligation does not apply to the extent that such loss arises from the wrongful act or omission or independent negligence of the Board or one or more of its Trustees, officers, employees, agents, contractors or invitees.
- 12.5. Sections 10.2 and 11.1-11.6 remain in effect after the License expires or is terminated.

13. TERMINATION

- 13.1. The Board may terminate the License on one weeks' notice in the event of non-payment of license fees or any other default or non-performance of any obligation under this Agreement by the Operator.
- 13.2. The Board or the Operator may terminate this License Agreement by providing a minimum of three months' written notice to the other party.
- 13.3. On expiry or termination of the License, the Operator remains responsible for all amounts owing and all unfulfilled obligations under the Agreement.

14. ASSIGNMENT, SUBLICENSING, CHANGE IN CONTROL:

- 14.1. This Agreement and the License are personal to the Operator and may not be assigned or sublicensed, including by succession or operation of law, except with the prior written consent of the Board, which may be withheld in the absolute discretion of the Board.
- 14.2. If the Operator is a corporation, any change in control of the Operator is deemed to be an assignment of the License.

15. AUTHORITY OF THE BOARD

- 15.1. Where, under this Agreement, the Board is entitled to take an action, exercise discretion, approve or provide consent, the Director of Facilities or the Secretary Treasurer may exercise that power on behalf of the Board.

16. ENTIRE AGREEMENT

- 16.1. This Agreement contains the entire agreement between the Parties. There are no other conditions, representations or warranties, express or implied, by either of the Parties to the other, and no amendment or addition to this Agreement shall be valid unless set out in writing and executed on behalf of each of the Parties.

17. NOTICE

17.1. Notice to the Board shall be directed to:

Board of Education - School District No. 75 (Mission)
Attention: Secretary Treasurer
Address: 33046 – 4th Avenue, Mission, BC V2V 1S5
Email: corien.becker@mpsd.ca
Fax: 604.826.4640

17.2. Notice to the Operator shall be directed to:

Name: _____
Attention: _____
Address: _____
Email: _____
Tel: _____

17.3. Operational communications to the Board shall be directed to:

Name: Dana Maclean, Director of Operations
Email: dana.maclean@mpsd.ca
Phone: 604.850.4193

17.4. Requests for additional use per Schedule A, shall be directed to Facilities:

Yvonne Turner, Administrative Assistant, **Facilities Department**
Address: 33940 Dlugosh Avenue, Mission BC V2V 6B2
Email: facilities@mpsd.ca
Phone: 604.826.7375

KEY to access premises should be picked up between 7:30 am and 3:30 pm on _____, at the Facilities Department, address above, and dropped off at the same address on _____.

Please note a \$100 Refundable Deposit is required at key pick-up.

17.5. If a notice is mailed by prepaid post to a party addressed as above, or to whatever address has been previously provided by the party in writing, it is deemed to have been received on or before the third business day after it has been mailed.

17.6. If a notice is faxed or personally delivered to a party as indicated above, it is deemed to have been received on the date of faxing or delivery if within working hours (8:30 am to 4:30 pm) on a business day, or on the next business day if faxed or delivered outside working hours.

IN WITNESS WHEREOF the Parties have duly executed and delivered this Agreement as of the day and year as written below.

BOARD:

OPERATOR:

**THE BOARD OF EDUCATION OF
SCHOOL DISTRICT NO. 75 (MISSION)**

Corien Becker
Secretary-Treasurer
Date: _____

Name: _____
Title: _____
Date: _____

License to Occupy
Agreement between

The Board of Education of School District No. 75 (Mission) and _____

SCHEDULE A: LICENSE AREA, DAYS AND HOURS OF USE

[NTD: Insert a plan showing License Area in bold outline.]

A. Area Licensed for the Operators use (License Area):

B. The Operator is licensed to carry on its operations in the License Area on:

* A request for additional use must be submitted to the Board in advance to allow the Board to plan for custodial coverage if needed, and to determine whether charges for additional custodial coverage will apply.

Cost for any damage / clean up needed after site vacated:

Maintenance / Custodial Crew	\$60 per hour per employee
Plus administration fee	10%

SCHEDULE B: FEES

A. The Base Fee, plus GST

Note:

- Additional custodial charges may apply for use when the Operator accesses the License areas beyond the Days and Hours stated in Schedule A.

Weekdays – first two hours	\$70 per hour
Weekdays – after two hours	\$105 per hour
Weekends – four hour minimum	\$120 per hour
- Rates are in compliance with [Community and After School Use of Schools](#) Administrative Procedure

SCHEDULE C: CUSTODIAL OR OTHER TRADE SERVICES

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Additional BSW hours will only be required in the event we need to clean up any excessive debris left by the filming crew.