

POLICY ON FILMING AND PHOTOGRAPHY ON UNIVERSITY PREMISES

Effective Date: February 18, 2019

Originating Office: Office of the
Vice-President, Services

Supersedes /Amends: SG-6/February 10, 2009

Policy Number: VPS-61

SCOPE

This Policy applies to all external individuals and organizations wishing to rent or use University premises for the purposes of filming or photography.

PURPOSE

This Policy provides a framework for the rental and use of University premises for external film productions and photo shoots that are not for academic credit or university promotional purposes.

DEFINITIONS

For the purposes of this Policy, the following definitions shall apply:

“Lessee” means any individual or organization renting University premises.

“Lessor” means Concordia University.

“Rental Agreement” means the agreement negotiated with a member of Facilities Management as set forth in section 3.

POLICY

1. All requests for the use of University premises for external film productions and photo shoots shall be made to University Communications Services (UCS), which shall determine, in consultation with other departments, whether the University will allow its premises to be used for this purpose. Requests can be submitted via the [online form](#) 30 business days prior to the anticipated film production or photo shoot. Filming or photographing on campus is only permitted from the third week of June to the second week of August.

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2. News journalists wishing to shoot an interview or video on campus will be exempted from this Policy, but must obtain permission from Concordia's Media Relations team.
3. For profit-making and non-profit organizations, the terms and conditions of a Rental Agreement shall be negotiated with a member of Facilities Management acting as the University's representative. Facilities Management will review the request to determine whether the University is capable of accommodating the request. If the request is granted, the conditions shall stipulate, at a minimum:
 - that the Lessee shall pay a location fee to the Lessor in an amount to be determined by the Vice-President, Services or a delegate, only for the locations agreed upon by both parties and specified in the contract (with the exception of non-profit organizations, see section 16);
 - that the cost of any additional services provided by the University, such as security, electrical services, etc. shall be remitted to the University by the Lessee;
 - that any set decorations installed on University premises shall be erected only with the written permission of the University;
 - that all University premises must be restored to their original condition to the satisfaction of the University.
4. The University shall hold a security deposit in an amount of 20% of the location fee which shall be returned after the premises have been vacated, provided there are no charges or damages to be assessed to the Lessee at that time. Cancellations must be received, in writing, by the University prior to the scheduled start of filming or photographing or the Lessee will be subject to a penalty of 20% of the location fee plus any and all direct costs.
5. All payments shall be in the form of certified cheque only and must be received by the University prior to the start of filming or photographing. All cheques shall be payable to Concordia University.
6. Proof of adequate liability insurance coverage (in the amount of at least \$2,000,000) must be provided with respect to personal and property damage arising out of the use and occupation of the premises and indicating the University as co-insured.

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7. The Lessee shall have legal responsibility for any damage to property or injuries to persons caused by filmmaking or photo shoots on University premises.
8. The Lessee shall undertake to indemnify the University against any and all claims and demands, whether for injuries to persons or loss of life or damage to property occurring on University premises, and arising out of the use and occupancy thereof by the Lessee.
9. The University shall not be responsible for any unavailability of the premises rented on the date and time stipulated in the contract for any cause beyond its control. In other cases, the liability of the University shall be limited to the amount of the location fee and additional charges due.
10. There shall be no disturbance to occupants of the building or the general area in which the filming or photo shoot is taking place. In the event of complaints, and at the discretion of the University, the Lessee may be asked to vacate the premises.
11. The Lessee shall use the premises in compliance with all provisions of law, including, without limitation: federal, provincial and municipal laws and regulations. The Lessee shall also comply with all insurance provisions and shall permit a representative of the University to enter the premises at any time for the purposes of inspection or repair.
12. Production agencies filming or photographing at the University requiring auxiliary sources of power must use silenced generators and suspend or cover all cables at their own expense.
13. For filming or photographing that do not involve University events and activities, the University reserves the right to be identified in the credits. The Lessee must request permission to identify the University in its promotional materials and credits.
14. The Rental Agreement must be signed at least 2 business days prior to filming or photographing.
15. Any funds collected through the rental of University premises for filming or photographing purposes shall be remitted to the Financial Aid and Awards Office for allocation to student awards and scholarships through the Friends of Concordia Endowment Fund.

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16. In the case of a non-profit production, a letter of certification is required. There will be no rental fees included in the Rental Agreement.
17. In the case of a student production for academic credit, students are responsible for making their own arrangements for filming or photographing with the departments and/or individuals involved. Students should be prepared to show their Concordia student identification card should security agents question them about their activities. If they are unable to produce a valid student identification card, they will be asked to cease their activities. There will be no rental fees associated with filming or photographing for course work.
18. The overall responsibility for the implementation and recommended amendments to this Policy shall rest with the Vice-President, Services.