



POLICY ON FILMING AND PHOTOGRAPHY ON UNIVERSITY PREMISES

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Originating Office: Office of the Secretary-General

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SCOPE

This Policy applies to all 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 student and professional film productions and photo shoots.

DEFINITIONS

For the purposes of this Policy:

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

POLICY

1. All requests for the use of University premises for student and professional film productions and photo shoots shall be made to University Communications Services (UCS) which shall determine whether the University will allow its premises to be used for this purpose. The decision will be based on the proposed content and its potential impact on the University’s reputation.
2. For profit-making and non-profit organizations, the terms and conditions of a Rental Agreement shall be negotiated with a member of the Facilities Management Department 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 his/her delegate, only for the locations agreed

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upon by both parties and specified in the contract (with the exception of non-profit organizations, see article 15);

- 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.
3. 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 the Lessee will be subject to a penalty of 20% of the location fee plus any and all direct costs.
 4. All payments shall be in the form of certified cheque only and must be received by the University prior to the start of filming. All cheques shall be payable to Concordia University.
 5. 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.
 6. The Lessee shall have legal responsibility for any damage to property or injuries to persons caused by filmmaking or photo shoots on University premises.
 7. 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.
 8. 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.

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9. 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.
10. 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.
11. 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.
12. For productions and/or photographs 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.
13. The Rental Agreement must be signed at least two (2) business days prior to filming or photographing.
14. Any funds collected through the rental of University premises for filming or photographing purposes shall be remitted to the Department of Financial Aid & Awards for allocation to student awards and scholarships through the Friends of Concordia Endowment Fund.
15. 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.
16. In the case of a student production, 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.