

CONTRACT FOR FILMING

THIS AGREEMENT MADE THE ? DAY OF Month Year

BETWEEN:

THE FIRST NATIONS UNIVERSITY OF CANADA
1 First Nations Way
Regina, Saskatchewan S4S 7K2
(herein called FNUniv)

AND

ABC Productions Inc.
XXX Drive
Regina, Saskatchewan S4N 6E3
(herein called the Producer)

WHEREAS:

- A. FNUniv is a public institution of higher education having a campus' in Regina, Saskatoon and Prince Albert, Saskatchewan. (herein called the Campus);
- B. The Producer wishes to undertake location filming on one of the Campus' for a production with the working title "**The Blank Story**" (herein called the Production); and
- C. The Producer has provided FNUniv with a copy of the script or synopsis of the Production and FNUniv has reviewed and approved such script or synopsis.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained the parties hereby agree as follows:

- 1. FNUniv agrees to grant to the Producer for the purposes of the Production only the right to photograph, reproduce, and use the exteriors and interiors of the buildings, facilities and areas of the Campus as set out in the facilities booking with Plant Property and Maintenance (PPM).

2. FNUniv understands that the Producer owns all rights in the Production, including the rights to exploit and distribute the Production in any and all media through the universe in perpetuity. In respect of any use of all photographs, film, pictures, videotapes or recordings made by the Producer on the Campus, the Producer shall ensure that FNUniv's name or reputation (including that of its administration, faculty, staff and students) is not brought into disrepute.
3. Upon the execution of this Agreement, the Producer agrees to pay the FNUniv a non-refundable application fee of **fifty dollars (\$50)**.
4. The Producer agrees to pay the FNUniv for all fees charged by the FNUniv, including but not limited to for room rental, parking, security, liaison, support services, labour, etc., as described in and at the rates set out in the Facilities Booking Policy, or as otherwise agreed to between authorized representatives of the Producer and FNUniv. Unless otherwise agreed to, all fees will be invoiced by the FNUniv to the Producer and shall be payable by the Producer within 30 days of the date of the invoice.
5. The Producer will have access to the Campus at the times set out in the Facilities booking, but FNUniv reserves the right at any time to reschedule the time of any or all the location shoots without penalty, with forty-eight (48) hours written notice. New dates and times for location shoots are subject to Producer's prior approval. If new dates or times are unacceptable to Producer, Producer shall be relieved of any obligations under this Agreement with respect to such dates and/or times.

Producer shall have the right to change the dates and times it uses the Campus on account of weather conditions, force majeure, or change in production schedule. New dates and times for location shoots are subject to the FNUniv's prior approval as outlined in the Facilities Booking. If Producer exercises its right to change the dates it uses the Campus, any sums paid by Producer to the FNUniv shall be applied to the new dates of use.

Furthermore, if Producer needs to use the Campus for additional filming on dates not specified in this Agreement, FNUniv shall make reasonable efforts to accommodate Producer. Charges for additional filming dates will be in addition to the fees set out in this Agreement, at the rates specified in the Facilities Booking Policy.

The Producer shall not bring any hazardous materials or make use of any explosions or gunfire on the Campus without obtaining the FNUniv's prior written consent.

6. In support of the Producer's activities on Campus during the location shoot, FNUniv will supply required support services on reasonable notice, within the capability of the university facilities. The Producer agrees to pay the charges for such support services.

7. Following completion of the location shoot, the Producer agrees immediately to restore at its sole cost and expense any and all buildings, facilities and areas photographed, reproduced and used by it to their condition at the commencement of the location shoot, normal wear and tear, as reasonably determined by FNUniv, excepted. To ensure restoration, upon execution of this Agreement the Producer agrees to pay FNUniv a deposit of **zero dollars** per day (the "Restoration Deposit"). Should restoration be completed by the Producer to FNUniv's satisfaction, FNUniv will refund the Restoration Deposit to the Producer. In the event the restoration is not completed by the Producer to the satisfaction of FNUniv, FNUniv may use all or any part of the Restoration Deposit to pay for such restoration, with any remaining balance to be paid to the Producer.
8. This Agreement may be terminated with written notice by either party forty-eight (48) hours prior to the location shoot. Should this Agreement be terminated, FNUniv will undertake an accounting of all fees, charges and deposits in its possession and will refund to the Producer those sums not properly due and owing to FNUniv at the time of termination under the terms of this Agreement. Should this Agreement be terminated pursuant to the 48 hour notice period provided for above or in Paragraph 5, all reference, whether oral, written or visual, to FNUniv in the Production shall be deleted by the Producer and, should such termination be by the Producer, no photography undertaken on the location shoot shall be used in the Production.
9. No direct reference to FNUniv, visual, written or oral, shall be used by the Producer without the prior written permission of FNUniv. If requested, FNUniv will be listed in credits.
10. The Producer acknowledges that FNUniv is bound by the terms of various collective agreements with its support staff. Under the said collective agreements, certain functions on the Campus fall under union jurisdiction. If such functions are required by the Producer in connection with the location shoot, the Producer agrees to utilize FNUniv support staff at the rates contained in the said collective agreements, or reimburse FNUniv for such wage costs.
11. The Producer hereby releases FNUniv from any claims the Producer may have arising out of this Agreement or the use of the Campus by the Producer. Save as may arise out of the sole negligence or intentional misconduct of FNUniv or of any persons for whom FNUniv may in law be responsible, the Producer shall save, defend, hold harmless, and fully indemnify FNUniv, its Board of Governors, its employees, officers, staff, faculty, agents and students from and against all liability, loss, damage, cost or expense of any kind or nature to property or injury to persons, including without limitation illness and death, happening or done in, or upon the Campus arising directly or indirectly from or out of the activities of the Producer or any of its employees, officers, servants, agents, contractors or equipment, or any persons introduced to the Campus by reason of such filming, or in any way attributable the filming

activity permitted hereunder. The Producer shall take appropriate caution to ensure the safety of bystanders.

12. The Producer shall take out and keep in full force and effect throughout the term of this Agreement, general liability insurance, including without limitation contractual liability insurance and tenants legal liability insurance, against claims for personal injury, bodily injury including death, or property damage or loss arising out of the operations of the Producer in, upon or about the Campus, to the combined limit as may be reasonably required FNUniv from time to time, but in any case, of not less than five million dollars (\$5,000,000) per occurrence. If operations of the Producer involve the use of aircraft then such insurance shall also include aircraft legal liability in an amount of not less than ten million dollars (\$10,000,000) per occurrence. FNUniv shall be named as an additional insured on these policies but only with respect to claims arising out of the activities of the Producer as described in this Agreement. Such policies of insurance shall include a cross-liability and severability of interest clause protecting FNUniv against claims by the Producer as if FNUniv were separately insured and protecting the Producer against claims by FNUniv as if the Producer were separately insured.

In addition, the Producer shall have in effect through the term of this Agreement liability insurance, to a limit of at least five million dollars (\$5,000,000), for all owned and non-owned motor vehicles deployed by the Producer on the Campus.

The Producer shall deliver to FNUniv proof of such insurance, or a copy of such certificates of insurance relating thereto, prior to the location shoot.

13. The Producer shall not assign this Agreement or any right, duty or obligation hereunder without the prior written consent of FNUniv and any attempt to do so shall be null and void and of no effect, except for the right to broadcast or otherwise exploit the photographs taken hereunder.
14. This Agreement shall be governed by and construed according to the laws of the Province of Saskatchewan.
15. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their executors, administrators, successors and permitted assigns.
16. If a location scout is required in a restricted area of the Campus, an FNUniv Security officer must accompany the scouting party. The cost of this service, charged at the hourly rate set forth in the Facilities Booking.

If the Producer requests that they be accompanied by an FNUniv liaison person during a location shoot, this service will be charged at the hourly rate set forth in the Facilities Booking.

For every location, a minimum of one (1) FNUniv Security officer or department liaison may be required during filming. For those departments who have assigned a department liaison, one (1) Security Officer may be engaged for the arrival of production vehicles and at the end of each filming day.

17. FNUniv warrants and represents that it has the right to enter into this Agreement and to grant Producer all rights provided by Agreement, including, without limitation, the right to photograph, film and record, and to broadcast the photographs, film and recordings of FNUniv, the interior and exteriors of the buildings, facilities and areas set out in the Facilities Booking, and any and all furnishings, works of art and other objects located in or around the Campus and the buildings, facilities and areas of the Campus set out in the Facilities Booking.
18. The Producer warrants and represents to and in favour of FNUniv that:
 - (a) it has the right, power and authority to enter into this Agreement and to perform its obligations thereunder; and
 - (b) the script or synopsis of the Production provided to and approved by FNUniv is complete and accurate, and will not be materially changed prior to the Production being released.
19. Any indebtedness owing by FNUniv to the Producer (including but not limited to the Restoration Deposit) may be set off or applied against the amounts owing by the Producer to FNUniv under and pursuant to this Agreement, without demand upon or notice to the Producer.
20. All amounts set forth herein are in Canadian funds and are exclusive of any applicable taxes. The Producer shall pay upon demand any taxes, including but not limited to Goods and Services Tax, which are required to be collected by FNUniv. The FNUniv's GST number is 119 140 192.
21. All notices or other documents that either of the parties hereto are required or may desire to deliver to the other party hereto may be delivered only by personal delivery or by registered or certified mail, telex or telecopy, all postage and other charges prepaid, at the address for such party set forth above or at such other address as that party may hereinafter designate in writing to the other. Any notice personally delivered or sent by telex or telecopy shall be deemed to have been given or received at the time of delivery, telexing or telecopying.

IN WITNESS THEREOF the parties have duly executed this Agreement the day and year first above written.

FIRST NATIONS UNIVERSITY OF CANADA

Signature: _____

Name: [REDACTED]
Title: Director of Plant, Property and Maintenance

[INSERT NAME OF PRODUCER]

Signature: _____

Name:
Title: