

# Film Policy

**Note:** *This policy is a draft version only. Statements made in this document are subject to revision.*

## Purpose

To provide a comprehensive film liaison policy and service so that space and facilities on the McMaster University campus and related property and/or facilities can be used by external film production organizations as film locations with minimal disruption, and at no cost, to the University.

## Objectives

- To provide a high level of service for inquiries and related requirements of film production companies to utilize University property and/or facilities for the purpose of commercial film shoots.
- To build McMaster's public profile through involvement with film production organizations and as a film location.
- To support the City of Hamilton's economic development initiatives by encouraging such business opportunities at the University.
- To minimize disruption of normal University activities as a result of filming activity.
- To assist non-commercial production agencies and public broadcasting institutions in creating educational and public interest programs.
- To provide and control general access to University exterior locations and limited access to interior locations for commercial production companies producing feature films, commercials, still photography and general entertainment programs.
- To recover all costs of the film liaison service and provide financial compensation where required to occupants of buildings where interior filming is undertaken.
- To preserve the institutional reputation, public image, and integrity of the University.

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## Policy

1. The McMaster University Film Policy does not apply to news/media and public affairs coverage of University events, research, activities and personalities. This coverage will be approved and co-ordinated by the Office of Public Relations. Coverage of sports events will be approved and co-ordinated by Athletics and Recreation.
2. All other requests to use University buildings, grounds and/or facilities (including off campus locations) for the purposes of commercial filming will be co-ordinated through Conference Services. Film crews and all representatives must work through Conference Services to ensure arrangements are satisfactorily made on the University's behalf.
3. The contents of the full film script must be made known to the Office of Public Relations for approval. If, for any reason, University representatives determine that the script content is not in the best interests of the University to be associated with the production, they may decline the filming request on University property.
4. A minimum of two weeks is required for the review and approval of the script by the Office of Public Relations. A contract, provided by the University c/o Conference Services, must be signed by the film production representatives before filming can begin, a minimum of 72 hours in advance.
5. Location, prep and take down fees will be charged for all commercial filming conducted on campus.
6. McMaster University retains the right to refuse any request for filming on University property.
7. The University does not permit filming on campus during weekdays of the academic year (September to April). Consideration will be given to requests for weekend filming during this period if there are no major events on campus during the required timeframe and if the physical resources of the University are available.
8. Filming will be permitted on campus from the beginning of May to the Friday of the Labour Day Weekend.

9. Filming on campus must impose a minimum amount of disruption of normal University activities. General access to the campus locations will be controlled and access to interior locations will be limited.
10. For use of interior locations, Conference Services in conjunction with the Office of Public Relations, will secure approval from the administrative officer(s) of the department occupying the space requested. Academic and administrative divisions have the right to refuse any request for filming if they determine that filming in their area constitutes undue disruption.
11. No major set construction or alteration of buildings will be permitted. Any set decoration must be clearly specified in writing and all areas occupied in connection with the filming must be returned to their normal, original condition.
12. While on the campus of McMaster University, all personnel connected with the film company must abide by the University rules and regulations and co-operate with other campus users, faculty, staff and students.
13. For productions that do not involve University events and activities, every effort should be made to maintain the anonymity of the University, including promotion and credits. The University, however, may require that it be identified if it feels this would be in its interest.
14. The University uses a standard contract outlining the details of the film shoot and the respective responsibilities of parties involved. This contract is binding and cannot be altered or amended. This is the only contractual agreement regarding filming that the University will enter into.
15. While on the campus of McMaster University, all personnel connected with the film company must abide by the University rules and regulations and co-operate with other campus users, faculty, staff and students.
16. For productions that do not involve University events and activities, every effort should be made to maintain the anonymity of the University, including promotion and credits. The University, however, may require that it be identified if it feels this would be in its interest.

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### **Insurance and Liability**

1. The film company shall maintain throughout the term of the filming agreement, general liability insurance including without limitation contractual liability insurance and tenants legal liability insurance, against claims of personal injury, bodily injury, bodily injury including death, property damage or loss arising out of the operations of the film company in, upon or about the campus to the combined limit as may be reasonably required by McMaster University from time to time, but not less than five million dollars (\$5,000,000) in total coverage. McMaster University shall be named as an additional insured on this policy but only with respect to claims arising out of activities of the film company as described in this agreement.
2. Inquiries related to filming on municipal streets or property surrounding the McMaster campus may be directed to the Hamilton Film Liaison Office, Economic Development Department, City of Hamilton at 905-546-4233 or 1-800-263-8590 or by email at [film@city.hamilton.on.ca](mailto:film@city.hamilton.on.ca)
3. The insurance policy shall include a cross-liability and/or severability of interest clause protecting McMaster University and its officers, agents and employees, against claims by the film company as if McMaster University were separately insured and protecting the film company against claims by McMaster University as if the film company were separately insured.
4. In addition, the film company shall have in effect throughout the term of the 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 film company on the University campus. The film company shall deliver to the University a copy of these insurances, or certificates of insurance relating thereto, prior to the location shoot.

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### **Fees and Other Charges**

1. A one-time scouting fee, for each production, will be charged to all users when a film production representative confirms their interest, with the Office of Public Relations and/or Conference Services,

in exploring the University campus to determine if a location meets their requirements. This fee covers the cost of staff time to meet with production representatives, survey the campus for suitable locations and co-ordinate arrangements as necessary with University departments or faculties. This fee is payable at the time the production representative meets with a Conference Services representative to tour the campus and discuss project details. Payment of this fee does not imply that final permission will be granted for the film shoot to take place on University property.

2. The scouting fee may be waived for students or non-profit organizations.
3. Final permission to proceed is granted only after the Office of Public Relations has reviewed and approved the script and the Vice-President Administration has signed the filming contract.
4. Location, prep and take down fees will be charged to any production agency using University locations for the purposes of producing feature films, television commercials, and/or general entertainment programs. Fifty percent (50%) of the total estimated charges are due at the time the contract is signed (minimum 72 hours in advance). Upon completion of the shoot, a final Invoice will be issued outlining all incidentals. Payment is due upon receipt of said Invoice. In addition to above referenced fees, specific room rental fees will be applied for use of classrooms, lecture theatres, lobbies, office space, etc. Fees vary depending on the complexity of the film. Fees are reviewed annually.
5. A cancellation fee of 50% of the total location fee will be charged should the film shoot be cancelled after the contract is signed. The scouting fee is not refundable in this instance.
6. The location fee may be waived for non-commercial production agencies and public broadcasting institutions producing education and public interest programs, including documentaries.
7. The cost of additional services provided by the University, including Security, Parking, Catering, Grounds, Trades, etc. will be charged in addition to the location and room rental fees. For every film shoot location, a minimum of one McMaster Security Officer must be engaged around the clock for the duration of the contract. Please note, because of existing Union contracts, Security and other applicable trades must be provided by the University. In addition, all food and beverage must be arranged through McMaster's catering department, Paradise Catering.
8. The staff of the University's Physical Plant Department primary responsibility is to the daily requirements of the University and resources do not allow for requests on demand. If the technical survey determines that personnel will be needed for assistance (e.g. operation of air conditioning, heating units, fans, electrical work, removals, etc.) one (1) Physical Plant personnel must be engaged during filming. If the film company determines that Physical Plant personnel will not be required, the University cannot guarantee their services in a timely fashion should the need arise.
9. Parking is provided in Zones 6 and 7 in west campus. McMaster will entertain other locations if absolutely necessary on a project by project basis. McMaster is a pedestrian campus and therefore, vehicles are not permitted in the centre core.
10. If a film production representative is required to enter a restricted area of the University, he/she must be accompanied by a University security officer.
11. If auxiliary power sources are required by the production agency while filming at the University, the agency is responsible for obtaining silenced generators and suspend or cover all cables at their own expense.
12. All cheque payments are made payable to McMaster University.

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### **Available Information**

Copies of McMaster University's Film Policy and additional information are available from:

#### **Conference Services:**

Mackay Hall Room 124, McMaster University, 1280 Main Street West, Hamilton, Ontario L8S 4K1

Contact: Laurie Ham, Housing & Conference Services

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