

**York Motion Media Studio (MMS)
at Cinespace**

YORK MOTION MEDIA STUDIO at CINESPACE
777 Kipling Ave, Suite 100
Etobicoke, ON M8Z 5Z4

Email: ymms@yorku.ca
Phone: 514-668-5214

LICENSE AGREEMENT (Student)

Contact Persons(s): (“Licensee”)
Phone: Cell: Email:
Faculty/Department/Area:
Student-Course of Study:
Faculty Supervisor/Course Instructor:

Booking Venue: (“Stage 1, Stage 2, Studio A, Studio B”)

Project Name: (“....”)
Project Type: (“Course, Research Lab, Other”)
Course Name and Code:

Date(s) of Project:
Day(s) Total:
Set-up/Access Time:
Vacate/Strike Time:
Project Description:

Reciprocity Offer in exchange for In-Kind:

Estimated Rental costs:	
In-Kind Discount:	
SUB TOTAL:	
13% HST:	
ESTIMATED TOTAL COSTS:	

The Licensee shall pay the full amount upon receipt of invoice, within 30 days, unless otherwise arranged in the agreement.

THE LICENSEE SHALL COMPLY WITH THE TERMS AND CONDITIONS BELOW (Collectively referred to as the “AGREEMENT”). IN WITNESS WHEREOF the parties have executed this Agreement.

LICENSEE

YORK UNIVERSITY

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Terms and Conditions

COVID-19 AND PUBLIC HEALTH: This License Agreement is entered into during Step 3 of the Exit Roadmap Stage as defined in *O. Reg. 364/20: Rules for Areas at Step 3 and at the Roadmap Exit Step* under the *Reopening Ontario (A Flexible Response to COVID-19) Act, 2020, S.O. 2020, c. 17*. Due to the evolving nature of the COVID-19 global pandemic, York University reserves the right to amend or terminate this License Agreement in the event that: (1) the University determines, in its sole discretion, that it is prudent or necessary to do so for reasons of public health, or (2) the University is required to do so by applicable law or Toronto Public Health guidelines.

License

1. **License:** The License to use MMS Facilities granted by York University to the Licensee under this Agreement is a personal, non-exclusive, non-assignable license for the use of the Facilities and is limited by the terms and conditions of this Agreement.
2. **Purpose and Use of Facilities:** By accepting this Agreement the Licensee agrees to restrict its use of MMS Facilities to the purpose and to comply with the conditions of use as set out in this Agreement. The Licensee shall further comply with all applicable policies, procedures, guidelines, rules and regulations of York and all applicable laws, bylaws, ordinances, regulations, requirements, codes, and standards.
3. **Damage and Repair:** The Licensee is responsible for any damage to MMS Facilities and shall reimburse York for the resulting cost of repairs. If requested by York, the Licensee shall repair Facilities at the Licensee's own cost in a timely manner and keep York informed, on an ongoing basis, of any damage or repair to MMS Facilities. The Licensee shall not make any alterations to MMS Facilities without York's prior written approval.
4. **Inform Agents of Terms and Conditions:** The Licensee shall inform its employees, agents and contractors of the terms and conditions of this Agreement.

Ownership

5. **Ownership of Equipment and Facilities:** York retains ownership of all equipment and MMS Facilities, and subject to Section 3 above, York shall maintain equipment and MMS Facilities in good working condition during the term of this Agreement.
6. **Not Acquire Rights:** The Licensee does not have nor acquires any rights to renovate or acquire equipment or facilities during the term of this Agreement. On expiry or earlier termination of this Agreement, the Licensee has no further rights to use or have access to the equipment or MMS Facilities.
7. **Marks and Signs:** The Licensee shall not use any of York University's or MMS's name or marks on its printed or electronic materials without the express written prior permission of York University and MMS. The Licensee may erect a temporary identification sign in connection with the use of MMS Facilities, subject to the prior written approval of York/MMS, and at a location as determined by York/MMS in its sole discretion. The Licensee shall provide York/MMS with a copy of all advertising materials associated with the use of the MMS Facilities for approval for use by York/MMS, at its sole discretion. York University/MMS reserves the right at any time to alter or remove signs or exhibits, including printed material, products, lights or sound if in York's/MMS's sole opinion their presentation does not comply with this Agreement.
8. **Access during Timeslots:** The Licensee may use MMS Facilities on a priority basis during the timeslots assigned, subject to Section 2 above. The Licensee shall not interfere or obstruct any operations or activities of York University during its use of the MMS Facilities.
9. **Interruption, use by York and Alternate Facilities:** York/MMS, acting reasonably, has the right to stop, interrupt or reduce any services, systems or utilities provided to, or serving the MMS Facilities. York University is not responsible for any damage caused to the Licensee as a result of such interruption. Where MMS Facilities are not being used by the Licensee, York retains the right to make reasonable use of MMS Facilities. Furthermore, York/MMS is entitled, upon reasonable prior written notice to the Licensee, to move the Licensee to alternate facilities.
10. **Access Keys and Cards:** The Licensee shall keep control of all access keys and cards provided to the Licensee by York University/MMS in the same manner as the Licensee keeps or would keep secure other comparable keys and cards and in any event meeting at minimum

reasonable and industry standard precautions. The Licensee is responsible for any unauthorized use or duplication of such access keys or cards by its employees, agents, and contractors, and will immediately notify York/MMS in writing in the event that it learns that any access keys or cards have been lost, duplicated or improperly used.

Fees

11. **Fees:** In consideration for the license granted to the Licensee hereunder, the Licensee shall pay to York University/MMS the fees as set out in this Agreement and the invoice issued by York/MMS within thirty (30) days of the event. Any outstanding fees are due within thirty (30) days of the date of the invoice.
12. **Overdue Payments:** Interest on overdue payments is charged at the rate of 1.5% per month (18% per annum), accruing thirty (30) days from the date of the invoice. Interest charges are subject to change. If the Licensee disputes the validity of any specific charge, the Licensee must inform York University's Manager Facilities, Health & Safety, and Technical Services, in writing within fourteen (14) days of the date of the invoice.
13. **Other Fees:** In addition to the Fees and payments set out in this Agreement, the Licensee shall pay or reimburse York/MMS for:
 - a. All taxes imposed by any government authority in connection with the use of the MMS Facilities
 - b. Levies payable under Retail Sales Tax Act, tariffs to any collective rights society such as ACTRA
 - c. All other charges, levies or fees which may arise from time to time; in connection with the Licensee's use of the MMS Facilities.

Insurance

14. **Insurance:** York's liability insurance coverage DOES NOT protect the Licensee. The Licensee agrees to maintain the following policies of insurance during the Term of this license (as hereinafter defined):
 - a. **Comprehensive General Liability Insurance:** The Licensee must provide proof of comprehensive general liability insurance in the name of the Licensee at time of deposit. Liability insurance shall save harmless York University from any claims for damages that may arise from the use of the facilities.
 - i. Proof of liability insurance coverage in a minimum amount of \$5,000,000 is required with an endorsement naming York University, its Board of governors, trustees, officers, and employees as an Additional Insured.
 - ii. The insurance policy or policies shall contain a cross-liability clause protecting York against claims by the Licensee as if York were separately insured and protecting the Licensee against claims by York as if the Licensee were separately insured.
 - iii. Where there is ongoing continuous use, the insurance will contain a clause that it will not be cancelled or changed without York first having received not less than 30 days written notice of such cancellation or change.
 - b. **Property Insurance:** If the Licensee brings its own equipment onto York premises (the "Licensee's equipment"), all risks property insurance covering the Licensee's equipment located within the premises, in the amount equal to the full replacement cost of the Licensee's equipment.
 - c. **Other Insurance:** Such other types of insurance, or such greater amounts or additional risks with respect to insurance of the types set out above, as would be carried by a prudent licensee and as York University may from time to time reasonably require.

Confidentiality

15. **Confidential Information:** The Licensee and York/MMS may, from time to time, disclose confidential information to each other to facilitate work under this Agreement. Each party shall safeguard and not disclose such information to anyone without a "need to know" within either party. During the Term and for a period of three (3) years after the expiry or earlier termination of this Agreement, each party shall take reasonable measures, and at least the same measures as it takes in respect of its own confidential information, to keep confidential the confidential information provided to it by the other party. Neither party shall use the other party's confidential information for any purpose except that for which it was initially provided to the receiving party. Both parties shall use their best efforts to protect such information from disclosure to third parties not bound by this Agreement. The obligation to keep confidential does not apply to information which:
 - a. is already known to a third party to which it is disclosed;
 - b. becomes part of the public domain without breach of this Agreement;
 - c. is obtained from third parties which have no confidentiality obligations to the parties hereto
 - d. is authorized for release by the disclosing party; or

- e. is to be disclosed pursuant to the lawful requirement of a government agency or order of a court of competent jurisdiction or by operation of law, provided that York is notified prior to such disclosure and the disclosure is subject to all applicable government or judicial protections which may be available.
- 16. **Privacy:** The Licensee acknowledges that York University is subject to privacy legislation including *Freedom of Information and Protection of Privacy Act*, and the Licensee shall assist York in complying with such privacy legislation including any disclosure duties.

Disclaimer of Warranty

- 17. **Disclaimer:** York University/MMS makes no representations or warranties, either express or implied, with respect to the functioning of Facilities or with respect to any services or equipment provided to the Licensee. York University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and in no event is liable for any loss of profits, be they direct, consequential, incidental or special or other similar or like damages arising from any defect, effort or failure to perform even if York has been advised of the possibility of such damages.
- 18. The Licensee accepts the MMS Facilities and any services or equipment on an “as is” basis.

Indemnity

- 19. **By Licensee:** The Licensee shall indemnify, save harmless and release York University and York’s Board of Governors, officers, employees, contractors, and agents from and against any and all suits, claims, demands, costs and expenses whatsoever, including reasonable legal fees and disbursements: (i) on account of injuries (including death) to persons using or involved in the Licensee’s use of Facilities; (ii) arising from the use of Facilities (whether authorized or not); (iii) from any willful or negligent act or omission in breach of this Agreement by the Licensee or its officers, directors, employees, contractors and/or agents (collectively the “Licensee Personnel”); and/or (iv) damage to Facilities, or York property; caused by the willful or negligent act or omission of the Licensee or the Licensee Personnel. The Licensee shall further indemnify, save harmless and release York and York University’s Board of Governors, officers, employees, and agents against all claims arising out of the infringement of royalty rights, copyright, ACTRA charges, slander, or libel which may occur as a result of or in connection with the Licensee’s use of Facilities.
- 20. **Limitation of Liability:** In no event is York liable for loss of business or profit, or for any indirect or consequential loss or damage, regardless of whether arising under contract or tort or based upon strict liability or other theory of law or equity. Further, York is not liable and assumes no responsibility for loss, theft, damage or injury to persons or property of the Licensee, before, during or after the use of MMS Facilities.

Term, Cancellation and Termination

- 21. **Term:** This Agreement commences as of the date hereof and continues until completion of all obligations by the parties hereunder (the “Term”).
- 22. **Cancellation:** The Licensee may cancel this Agreement at any time upon prior written notice to York University. In the event of any cancellation, York is entitled to liquidated damages based on the estimated total amount (including York’s overhead costs) and any expenses incurred in good faith by York in preparation for the Licensee’s use of Facilities. In addition to these amounts, if the Licensee cancels this Agreement more than 6 weeks before the scheduled event, the Licensee shall pay to York fifty percent (50%) of the estimated total amount and any expenses incurred in good faith by York in preparation for the Licensee’s use of Facilities. If the Licensee cancels this Agreement less than three (3) weeks before the scheduled event, then the Licensee shall further pay to York the remaining fifty percent (50%) balance of the estimated total amount.
- 23. **Termination if Breach:** York retains the right to terminate this Agreement immediately at any time if the Licensee violates or threatens to violate any of its obligations under this Agreement unless York waives such right in writing to the Licensee.
- 24. **Termination if Bankrupt:** This Agreement terminates immediately if an assignment is made by the Licensee for the benefit of creditors, if a trustee in bankruptcy, receiver or receiver and manager is appointed to take possession of all or most of the Licensee’s property or if the Licensee ceases to carry on business in the normal course.
- 24. **Force Majeure:** In the event that the performance of the terms of this Agreement by either party is delayed, hindered or prevented by a Force Majeure (as defined below), the party may, at its option suspend this Agreement in whole or in part without liability or account thereof; provided that the other party may terminate this Agreement without liability or waiver of breaches by

the first party unrelated to the Force Majeure event, if such a situation of force Majeure continues for 90 days. For the purposes of this Agreement, "Force Majeure" means any cause beyond the reasonable control of the party seeking to take advantage of such Force Majeure including, without limitation, any strike, lockout, labour dispute, act of God or war, insurrection, riot, epidemic or communicable disease outbreak, public health emergency, or civil disturbance.

25. **Compliance with Law:** The Licensee shall at all times during the term of this Agreement comply with all applicable laws, including but not limited to regulations, by-laws, orders and directives of an applicable authority, and the policies, procedures and Rules and Regulations of York (including but not limited to Schedule "A" hereto). Failure to do so is a material breach of this Agreement.

General Provisions

26. **Entire Agreement:** This Agreement, as may be amended by York/MMS and the Licensee in writing from time to time, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written.
27. **Time of the Essence:** Time is of the essence and no extension or waiver operates to amend this provision.
28. **No Breach:** The Licensee and York University/MMS represent and warrant to each other that neither the execution of this Agreement, nor the performance of its obligations hereunder, will breach or result in any default under its articles, by-laws, or other organizational documents, or under any agreement (oral or written), license or permit to which it is a party or by which it may be bound.
29. **Assignment:** The Licensee may not assign this Agreement or subcontract or otherwise transfer any of its rights and obligations hereunder, in whole or in part, without York/MMS's prior written consent, which consent may be withheld at York/MMS's sole discretion. Subject to the foregoing, this Agreement is binding upon and to the benefit of the parties hereto and their respective successors and permitted assigns. In the case of the sub-contracting of any service to be performed by York/MMS, the Licensee shall not unreasonably withhold consent.
30. **Delivery of Notices:** Any demand, notice or other communication to be given in connection with this Agreement is to be given by email to the recipient as follows:
- | | |
|------------------|--|
| York University: | Name: Terry Wright
Title: Manager, Facilities,
Health & Safety, and Technical
Services
Phone: 416-6766677
Email: wright1@yorku.ca |
|------------------|--|
31. **If Conflict:** In the event of a conflict between the terms of the License to use equipment and any of the Schedules thereto, the terms of this Agreement govern.
32. **Waiver:** No waiver of this Agreement is valid unless it is in writing by an authorized representative of the party giving the waiver.
33. **Governing Law:** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals there from.

Rules and Regulations

Emergency: In the event of a life-threatening situation, call 911 for Fire, Police and Ambulance, and immediately notify Cinespace Security at 416-406-4155 after calling 911.

Provide your location to the 911 Operator as Cinespace Film Studios, 777 Kipling Avenue, Toronto, ON M8Z 5Z4 and to Enter at Gate 1.

As soon as is reasonably possible, notify the Manager, Facilities, Health & Safety Manager Terry Wright at 416-676-6677, who will in turn provide further direction, investigation, and internal University notifications.

External users please use the York University Incident Report and submit to riskmgmt@yorku.ca

Found: <https://www.yorku.ca/riskmanagement/forms/>

Start and End (Change to: Set-up and Vacate/Strike): At the time of arrival, the Facilities are in a neutral state (i.e. no set up has begun). Adequate time must be booked for the set-up, project and strike/load out. The Licensee(s) must adhere to the scheduled times to avoid additional venue charges.

Additional Equipment: The Licensee is responsible for the security and safety of any equipment brought on to the premises by the Licensee(s). York/MMS is not responsible for any theft, vandalism, or loss. The Licensee(s) is responsible for ensuring that the equipment complies with the Canadian Safety Standards prior to the event.

Custodial services: Food waste and regular use waste should be removed and deposited in the garbage room at the end of each day/use. The garbage room is open 8am-5pm for disposal purposes. Additional disposal of any materials (i.e. paint, sets, metal or wood waste, etc...) is the responsibility of the user, prior to the completion of booking term.

Security: York University/MMS reserves the right to require the presence of security in whatever numbers it deems necessary. The cost of such security personnel will be borne by the Licensee(s) and is payable 15 working days in advance of the event.

Use of equipment: Only York University personnel may use University owned equipment. Unless otherwise arranged in the agreement.

Electrical Hookup: During the booking process, the Licensee(s) must notify Facilities staff of power requirements beyond the standard 115 VOLTS, 15 AMP AC, including any needs for special or physical effect use. If additional electrical service hook up is required, arrangements must be made for a York University electrician to be present at the time of that hookup. All charges for this service are to be paid by the Licensee(s).

Plant: MMS Facilities and its staff cannot be held responsible for any interference with electrical power, heating, cooling, or other factors not under their direct control.

Food and Drink. Except for bottled water, no eating or drinking is permitted in the MMS Facilities unless otherwise arranged in the agreement. Any clean up required or damages resulting from spills or stains in the occupied spaces will be charged to the licensee(s).

Storage: York University/MMS will not store items beyond the times specified in the Agreement. It is understood that all materials required for a project will not arrive before the designated load in time, and will be transported away from MMS during the load out. Anything left behind will be disposed of at the Licensee's expense, unless otherwise agreed upon in writing.

Fire code: Local fire regulations must be observed at all times. This includes restrictions on set materials and the prevention of obstruction of fire equipment, aisles, and exits. Fire doors may not be propped open.

Open Flame: The use of candles or any other open flame is not permitted anywhere in the MMS Facilities unless otherwise arranged in the agreement. Clients will not use any explosive, corrosive, or other flammable substances without the express written consent of the Manager, Facilities, Health & Safety, and Technical

Service. Clients will further abstain from producing any unusual, noxious, or objectionable smoke, gases, vapor, or odors. The user is responsible for the use of theatrical smoke in such a way as to not allow smoke alarms to go off.

Flame/Fire-proofing: Materials used on stage must be treated with flame retardant and have the appropriate documentation which certifies that they meet current provincial and local fire regulations. Any open flame must be approved prior to use by the Manager, Facilities, Health & Safety, and Technical Service.

Weapons: No one is permitted to have or use firearms, weapons, ammunition, or explosive substances on lands or in premises which are leased, owned, operated, or otherwise controlled by York University, unless specifically granted such permission by the University. Peace officers and members of the Canadian Armed Forces attending on University premises in the course of their duties are not required to obtain permission to carry duty weapons.

Productions which require the use of firearms, weapons, or explosive substances on stage must indicate this in writing at the time of booking and must follow industry best practice as outlined in the Safety Guidelines for the Live Performance Industry in Ontario. Productions wishing to use prop firearms are required to produce a valid Canadian PAL license. Additional permission must be obtained prior to use by the Manager, Facilities, Health & Safety, and Technical Services.

Smoking: York University/MMS is a smoke free environment. Smoking is not permitted in any of the buildings. Smokers are asked to smoke outdoors 9 feet away from any entrance or building overhang. Smokers are further encouraged not to leave cigarette butts on the ground but to dispose of them in the containers provided. It is the responsibility of the Licensee to ensure that all staff, performers, and management personnel with the Licensee adhere to the smoking policies at York University. Prop cigarettes fall under the category of special and physical effects.

Animals: With the exception of service animals used to assist persons with disabilities, animals are not permitted in the Facilities. A request must be made in writing and submitted at the time of booking for the use of animals in any production. The request should include a plan for the caging and clean up as well as any safety precautions necessary. It is expected that all who have animals participating in productions will use industry best practices and the animals will be treated humanely.

Parking: Parking at loading bay 14 is for the purpose of loading and unloading. Vehicles left in the bays will be subject to fines and/or towing. Idling of vehicles while in the loading dock is not permitted. If you require use of the loading dock, please indicate this during the booking process. The Licensee agrees to adhere to the parking regulations at Cinespace Film Studio. Vehicles parked on the loading dock without permission will be tagged and towed at the owner's expense.

Parking for York University guests is available in Lot 4A- unreserved parking at Cinespace Film Studios. There are 5 reserved York University parking spaces for faculty and staff to use when on site. Overflow parking is directed to Lot 4A.

Documentation Archive & Media Recordings

I hereby grant permission to York University and its representatives to take photographs or videos of on-site activity. I further grant to York University and its representatives the right to reproduce, use, exhibit, display, broadcast and distribute these images and recordings in any media now known or later developed for promoting, publicizing, or explaining York University and its activities and for administrative, educational or research purposes.

For more information related to York Universities Guidelines for the Taking and Use of Photographs, Video and Audio Recordings by Employees, please visit: <https://ipo.info.yorku.ca/privacy/guidelines-for-the-taking-and-use-of-photographs-video-and-audio-recordings-by-employees/>

Catering & Beverage Services

Use of Function Space

- The use of all spaces, including corridors must be in accordance with municipal and York University fire and safety regulations.

Catering & Rental Equipment

1. All food and beverages brought in by the Licensee are the responsibility of the Licensee. This includes order placement, delivery, storage, service, and cleanup.
2. Caterers contracted by the Licensee are responsible for providing all equipment and service wares required for servicing the event. Any use of MMS Facilities equipment on site must be requested and arranged prior to the event.
3. Provision for heating food or drink must be discussed and agreed to prior to the booking confirmation to ensure that the building's electrical resources are adequate and appropriately situated.
4. Licensees are responsible for setup and dismantling of their rental equipment within the appropriate staging area.
5. Licensees should make arrangements with the MMS Program Coordinator, in advance for delivery, storage and pickup of any rental equipment.

Cleanup

1. It is the Licensees responsibility to ensure that all cleanup requirements are followed in all spaces where hospitality is provided.
2. Floors should be kept free of catering debris, including food or beverage spills, at all times. Broom, mop etc. can be provided on site.
3. Licensees must clean up immediately at the end of the event. No food may be left on the premises overnight or for any extended period of time. Sinks, countertops and prep tables must be cleared of debris and thoroughly cleaned. (Please note: the Licensee /caterers must provide their own cleaning materials.) Refrigerators must be emptied of the Licensee /caterers belongings and all food and beverages provided for the event. All rental items must be removed, repacked and placed in a location designated by the MMS Program Coordinator.
4. All trash must be collected and deposited into the dumpster located in garbage room (Door 9-Cinespace Main Hall/Mall). Trash cans and liners will be provided by MMS Facilities.
5. When the project/event is over, before leaving, the Licensee must check out with MMS Program Coordinator who will ensure that the above cleanup requirements have been met. The cost of any additional cleanup required will be passed on to the Licensee.

Appendix A - COVID-19 Policies and Procedures

The licensee agrees to adhere to all Covid-19 policies and procedures as outlined by York University. These policies are subject to change based on current public health guidelines and may be stricter in nature than those outlined by Toronto Public Health. These consist of, but are not limited to the following responsibilities:

Motion Media Studio (MMS) follows the same guidelines and procedures as set by York University.

You are **required to be vaccinated** and to **pass the daily Ubix Health Screening** before coming on site.

Link: <https://yorku.ubixhealth.com/login>

All eating and drinking must take place in our designated space --> **MMS Studio A**, and must follow the below guidelines:

1. **Masks must be worn** in all indoor spaces when not actively filming, eating, or drinking.
2. **Limit your time** in designated eating areas and immediately don your mask when you are not in the act of eating or drinking.
3. Maintain a minimum of **2M distancing**; distance more if you can.
4. Consider using available **outdoor spaces** or open areas for eating or drinking (weather permitting).
5. Regularly sanitize eating areas with provided **disinfecting wipes**.
6. **Wash or disinfect hands** before/after eating or drinking.

For more information on York Universities Covid-19 Measures please reference the York U Better Together site. <https://www.yorku.ca/bettertogether/>