

## SCHEDULE 1

# Media Production Application and Agreement

Name and Suite Number of Owner (if applicable):
Production Start Date and Time:
Production End Date and Time:
Name of Production Company:
Contact Person at Production Company:
Telephone Number of Contact Person:

No owner shall commence any type of media production e.g. music, video, film, television either in their own unit or any common element space unless they have a completed Media Production Booking Agreement signed by the Property Manager including payment of any required fees and the attachment of details of the media production.

This Media Production Booking Agreement provides guidelines for approval, the fee structure and procedures that must be followed during the production period. It must be submitted to the Property Manager at least 20 days prior to the requested commencement date of the production. If the applicant requires special dispensation beyond the approval guidelines that require Board approval, the application will be submitted to the Board of Directors by the Property Manager for their consideration at the next scheduled Board Meeting. If this application requires Board approval, processing time could be thirty (30) days or more.

### DEFINITIONS

- i) **"Affecting Productions"** means those film and television productions which affect or potentially adversely affect the "quiet enjoyment" of residents in units other than the unit in which filming is taking or to take place.

Affecting Productions are characterized by one or more of the following:

- may be a television series or movie or a theatrical feature film:
- may require multiple service or support vehicles:
- may require both indoor and outdoor support crew, staff, personnel:
- may require the presence of production materials outside the building;
- may make heavy (*if that term is reasonably understood*) use of the elevator

ii) **"Non-Affecting Productions"** means those productions which are deemed not to adversely affect residents' quiet enjoyment of their units and should be comprised of all of the following characteristics:

- be a fashion production, commercial or similar;
- require only one service or support vehicle;
- require no outdoor support crew, staff or personnel;
- require no production materials outside the building;
- require a minor usage of the elevator;
- take place entirely within a unit.

iii) **"Premises"** means the residences and all common area grounds in their entirety of the live/work condominium known as The Broadview Lofts, 68 Broadview Avenue, in the City of Toronto.

### **RULES AND GUIDELINES**

1. The Property Manager will determine whether any production is an Affecting Production or a Non-Affecting Production based on the guidelines above and guidance from the Board of Directors as required.
2. Prior to commencement of any and all Affecting Productions on the Premises, the producers thereof shall be required to execute and to adhere to an Access Agreement, governing the conduct of their employees, staff, cast, crew and other personnel in, on and around the Premises.

It is the responsibility of each resident, in whose unit a production company has requested access for the purposes of a media production, to approach the Property Manager to determine the status of such production. The following materials must be submitted to assist the Property Manager in her determination thereof:

- Date(s) and times of filming;
  - Anticipated number of cast, crew, support staff and/or other personnel on site;
  - Expected number of support vehicles on site and plan for parking: (Manager / Security to determine)
  - Nature of access required (i.e. interior and/or exterior);
  - **Filming Permit issued by the Toronto Film and Television Office.**
  - **The media production company's Insurance certificate naming 68 Broadview insured for the entire time of filming/attendance on site.**
3. Any such access request submitted to the Property Manager by a non-owner must be accompanied by a letter of acknowledgement and approval from the owner of the unit concerned.
  4. In the event any production commences filming without having obtained the Property Manager's determination and/or without having met the preconditions specified in the rules above, such production shall be reviewed by the Property Manager on site. In the event such a production is determined by the Property Manager to be an Affecting Production, it shall be terminated forthwith until such time as the Property Manager and the resident and production company associated therewith have duly complied with the provisions hereof and the requisite compensation has been received by the Property Manager.
  5. Except as varied or amended by the terms of this Policy and/or any individual Access Agreement, any and all Affecting Productions shall be required to operate in accordance with the Code of Conduct for Cast and Crew created and administered by the Toronto Film and Television Office (hereinafter referred to as 'TFTO') and Guidelines for Filming on the Streets Under the Jurisdiction of the City of Toronto dated April 9, 1999 (Filming Guidelines) of this body.

6. The Board will establish a Fee setting out the indicative compensation it proposes producers of Productions to provide.
7. There are generally no set fees for Non-Affecting Productions, other than those set out in the Access Application. Non-Affecting Productions will, however, wherever applicable, be expected to adhere to the above-referenced Code of Conduct for Cast and Crew and the TFTO Filming Guidelines.
8. In the event a Non-Affecting Production wishes to utilize the exterior or common areas of 68 Broadview Avenue in respect of a particular production, approval of the Property Manager must be sought and obtained and appropriate adequate compensation must be received. The Property Manager will terminate any Non-Affecting Production found to be in violation of this provision.
9. Unless otherwise agreed, the Property Manager is not disposed to approve Affecting Productions that:
  - a) Exceed two (2) actual shooting days (as distinct from set-up and dismantling days), with an annual aggregate limitation of at least fifteen (15) shooting days on the Premises;
  - b) Exceed one weekend shoot (defined for these purposes as one Saturday and/or one Sunday) per calendar year per residential unit;
  - c) Are deemed by the Property Manager and its sole discretion to cause another unit to be unduly and adversely affected on more than two separate occasions in one calendar year;
  - d) Include movement of vehicles or undue noise between the hours of 10:00 p.m. and 7:00 a.m. on any day.
10. Upon Approval of the Media Production Application the filming company must provide the Property Manager with a minimum security deposit of \$1,500.00. The deposit amount will be determined based on the size of the production.
11. An additional non-refundable fee may be required for a representative from Property Manager to be on site for the entire time of filming at a rate of \$30.00 per hour. This fee applies for the working hours between 9:00 a.m. and 5:00 p.m., otherwise there are additional fees and will be at the discretion of the Board or its agent.
12. The filming company, or resident requesting a permit to film in the building, must give the Property Manager a grace period of at least fifteen (15) days for approval of the application. Approval is based on an individual basis at the discretion of the Property Manager. Special Dispensations from the guidelines in this application must be approved by the Board of Directors at their next regularly scheduled meeting.

**MEDIA PRODUCTION AGREEMENT**

**FEE SCHEDULE**  
**(AFFECTING PRODUCTIONS FEES TO BE DETERMINED)**

I) Fees Payable to TSCC1831

**Affecting Productions:**

- a) Per Shoot Day (To be determined)
- b) Per set-up/take down day (To be determined)
- c) Upon signing the filming agreement the filming company must provide Nadlan Harris Property Management Inc with \$1,500.00 as a deposit for damage and cleaning expenses are \$50.00. An additional non-refundable fee is required for a representative from Nadlan Harris Property Management Inc. to be on site for the entire time of filming at a rate of \$30.00 per hour. This fee applies for the working hours between 9:00 a.m. and 5:00 p.m. otherwise there are additional fees.

**Non-Affecting Productions:**

*There will be no charge for productions deemed by the Board to be Non-Affecting Productions, unless images of the exterior of the condominium known as the Broadview Lofts and located at 68 Broadview Avenue, Toronto, Ontario are to be utilized by the production company, in which event the following charges shall apply:*

A) Still photographs	\$100.00
B) Filmed or taped images (per day)	\$500.00

II) **Fees Payable to Units**

*In the case of both Affecting and Non-Affecting Productions, the Board shall post notices to residents advising of upcoming filming and recommend that any residents claiming to be adversely affected by excess noise, lighting, activity or any combination of the foregoing should approach Management directly. The Board shall also request that each Production Company use its best efforts not to unduly inconvenience residents.*

III) **Terms of payment**

*The above payments are due and payable in advance of production.*