

USE OF BROWARD COUNTY FACILITIES FOR COMMERCIAL FILM PRODUCTION

THE RENTAL OR USE OF CERTAIN PUBLIC SCHOOL FACILITIES FOR COMMERCIAL FILM PRODUCTION SHALL BE SUBJECT TO THE FOLLOWING PROVISIONS:

1. ALL ACTIVITIES RELATING TO COMMERCIAL FILM PRODUCTION ON BOARD PROPERTY SHALL CONFORM TO STATE STATUTES AND SCHOOL BOARD POLICIES.
2. THE PRODUCTION OF A FILM SHALL NOT DISRUPT, EMBARRASS, OR ENDANGER THE BROWARD COUNTY SCHOOL SYSTEM, ITS STAFF OR STUDENTS.
3. THE FILMS SHALL NOT INCLUDE SCENES DEPICTING NUDITY, PROFANITY, SEXUAL ACTIVITIES, SADISTIC VIOLENCE, DENIGRATION OF ANY ETHNIC OR MINORITY GROUP, OR THAT INVOLVE THE USE OF DRUGS OR ALCOHOL.
4. NEITHER GAMBLING NOR THE USE OF ALCOHOLIC BEVERAGES OR ANY ILLEGAL SUBSTANCE SHALL BE ALLOWED IN THE SCHOOL BUILDINGS OR ON THE SCHOOL GROUNDS.
5. ALL CONTRACTS AND LEASES FOR THE USE OF BOARD FACILITIES FOR COMMERCIAL FILM PRODUCTION SHALL REQUIRE INSURANCE COVERAGE AS SPECIFIED IN THE RULES OF THIS POLICY.
6. FOR PURPOSES OF THIS POLICY, SHORT-TERM LEASES, FOR A PERIOD NOT TO EXCEED 15 DAYS, SHALL BE APPROVED BY THE SUPERINTENDENT (DESIGNEE). LONG-TERM LEASES OVER 15 DAYS SHALL REQUIRE BOARD APPROVAL.

AUTHORITY: F.S. 230.22 (1) (2)
Policy Adopted: 12/20/84

Amended Policy Approved: 8/20/91

RULES

1. All requests to use school system facilities or properties in a film production shall be made to the Superintendent (designee) , who will have the right to grant or deny such requests in accordance with School Board policies and rules.
 - a. The script, including descriptions of the use of any special equipment or special effects which would endanger the safety of students and staff, or cause damage to buildings and/or equipment, shall be submitted to the Superintendent by the producer or film-maker. The script shall be reviewed by a committee comprised of representatives from the following departments: Risk Management and Safety, Director, Comprehensive Planning for Equal Opportunity, Special Investigative Unit, the administrator in charge of the facility, and the Superintendent (designee). A representative from the Broward County Film Commission shall serve as an ex-officio member of the Committee. The requesting users shall be notified of the meeting of the review committee and may attend if they desire. After the review has been completed, a recommendation shall be made to the Superintendent (designee).
 - b. Productions which would serve to expose the district students or staff to embarrassment or ridicule will be refused permission to use School Board facilities.
 - c. If the film production company is not satisfied with the Superintendent's decision, an appeal may be made to the Board.
 - d. If the Superintendent approves the script, a staff member of the Department of Community Relations shall serve as a liaison between the Superintendent's office and the film company.
2. A lease agreement shall not be in full force and effect until such time that a declaration or statement of eligibility from the Office of Comprehensive Planning for Equal Opportunity is issued. The rental, use or enjoyment of school facilities or services by any group or organization which discriminates on the basis of race, color, national origin, handicaps or sex will not be permitted.
3. Film production during the normal work day shall be conducted without disrupting either the students' educational process or the employees' work day, and shall be permitted only with the approval of the Superintendent (designee). When more than one school facility is needed for the production, an individual approval will be required for each facility. The specific film production shall be mutually determined by the producer and principal of the school. Every effort shall be made to limit filming to days and hours when classes are not in session.

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RULES - continued

4. If at any time during the period of film production, the administrator in charge (designee) determines that the film production is disrupting the normal activities in the school system facility, the administrator in charge shall immediately notify the film company to cease and desist, and notify the Superintendent (designee). The production company shall be permitted to resume only after the problem has been resolved to the satisfaction of the aforementioned.
5. No verbal or written reference to or identification of the Board , or any individual school under its jurisdiction shall be used in the film production without the written authorization of the Superintendent.
6. No photographs or filming of faculty, staff, students, or members of the public will take place at any school system facility unless the production company has obtained a written release from those individuals or their appropriate parent or guardian.
7. The production company shall be responsible for all costs to cover rental of facilities, utilities, custodial or other expenses incurred for each day of film production which occurs in school system facilities or properties.

All checks for rental of school facilities, as well as for payment of services shall be made payable to the leasing school and shall be deposited in the schools' Internal Accounts Trust Fund. These funds, after necessary deductions, shall be remitted to the Board on a monthly basis and will be added to the designated school's operating budget.

8. **Insurance**

A deposit of \$500 shall be required. This deposit is refundable after the user of the property has vacated the premises, provided it is deemed that there is no need for the cleanup or repair of the facilities, and any and all outstanding charges have been paid.

The production company shall execute the appropriate short-term or long-term lease and must furnish the Board . at ;east 48 hours prior to the use of the school facilities, a Certificate of Insurance in accordance with the schedule set forth below:

- (a) A ten-day cancellation provision,
- (b) A statement certifying that there is in force a general liability insurance policy naming the Board as an Additional Insured, and
- (c) Written by a company licensed to write this line of coverage in the State of Florida (or an approved Nonadmitted Carrier). The limits shall be not less than:

Bodily Injury -	\$500,000 each person 1,000,000 each occurrence
Property Damage	\$100,000 each occurrence 200,000 aggregate

Insurance requirements may be increased if the facts and circumstances warrant such an increase. The duration of the insurance coverage shall extend for a period of ten (10) days beyond the completion of the project.