



EVERGREEN BRICK WORKS PHOTOGRAPHY AGREEMENT

- BETWEEN:** EVERGREEN (Evergreen) and the Photography Permit Holder (Permit Holder)
- WHEREAS:** Evergreen has entered into a license with the City of Toronto and the Toronto and Region Conservation Authority for a portion of the buildings located at 550 Bayview Avenue in Toronto (the Facility);
- AND WHEREAS:** Pursuant to the conditions of the said license, Evergreen is permitted to allow photography access to certain portions of the site for third party use (Licensed Areas);
- NOW THEREFORE:** Evergreen agrees to grant the Permit Holder, and the Permit Holder accepts a limited, revocable right to use the Licensed Areas designated in Annex A on the date and time selected by the Permit Holder subject to the terms and conditions of this Agreement.

1. Deposit, Fees and Other Expenses

The Permit Holder is to pay a fee in the amount of **\$350 (including HST)** upon execution of this Agreement for the use of the Licensed Areas in accordance with terms of this Agreement.

2. Cancellations

In the event of a cancellation, a written notice of cancellation is required at least 48 hours prior to the event. Note that an administration fee of 20% of the total fee will be charged for cancellation. This fee is non-refundable.

If notice is not received 48 hours prior to the photo shoot, the full amount is non-refundable. Please send cancellation notices to photography@evergreen.ca.

3. Confirmation Email

Once payment has been processed, the Permit Holder will receive a confirmation email which acts as a photo permit. This will indicate the date and time the permit is active. If anyone from site team asks to see a permit, please show them the confirmation of payment email.

4. Policies

The Permit Holder agrees to be bound, comply and pay for expenses associated with the Policies outlined in Annex A.

5. Access

The Permit Holder understands and agrees that access to the Licensed Areas is subject to the following conditions:

- a) Access to the interior spaces for photography is not allowed, including but not limited to the Centre for Green Cities (Building 12), the Young Welcome Centre (Building 12), the Market Place (Building 14), Café Belong (Building 14), and Evergreen Garden Market (Building 14).

- b) Access to the Children's Garden (adjacent to the Centre for Green Cities) for photography is strictly prohibited at any time.
- c) This Agreement only pertains to the **outdoor** portion of the Facility and includes access to the Pavilions, pending availability.

Please note that this Agreement **does not include the access to the Don Valley Brick Works Park** (park located north of the Facility). Don Valley Brick Works Park is owned and managed by the City of Toronto. Filming and Photography permits are not granted and these activities are not allowed in the park at any time due to the sensitivity of the habitat. Thank you for your cooperation.

6. No Warranty

The licensed areas is provided to the Permit Holder for use in an "AS IS" and "WHERE IS" condition and without warranty as to the suitability of the Licensed Areas for the Permit Holders intended use.

The Permit Holder shall be responsible for the repair and / or replacement of any facet of the licensed areas to the extent that such repair or replacement is the result of the Permit Holder use of the premises or its negligence, misconduct, misuse, abuse, or breach of the terms and conditions of this Agreement. The Permit Holder shall deliver the licensed areas to Evergreen in as good condition as when they began their photography permit, ordinary wear and tear expected.

7. Use of Name and Logo

The Permit Holder agrees that it shall not use the name or logos of Evergreen, the City of Toronto, or the Toronto and Region Conservation Authority in any manner whatsoever, including on web sites or promotional materials, without the express written consent of those parties.

The Permit Holder agrees that the Facility shall, in all communications about the photography permit, be referred to as "Evergreen Brick Works".

8. Flood Risk

The Permit Holder understands that Evergreen Brick Works is operated by Evergreen, a national registered charity, under the terms of a lease agreement with the City of Toronto ("the City") and the Toronto and Region Conservation Authority ("TRCA").

The Permit Holder understands and agrees that Evergreen Brick Works is located within a flood plain and that there has been and will continue to be a likelihood of both nuisance and actual flooding on the premise. The Permit Holder acknowledges that Evergreen may require the site to be evacuated without advance notice based on flood warning indicators.

The Permit Holder acknowledges that any damage or cost occasioned by such evacuations and/or flood events to the Permit Holder and equipment, installations, systems, facilities and all other goods and work from time to time is the responsibility and sole risk of the Permit Holder, who shall have no recourse against Evergreen, TRCA or the City in any such events.

9. Indemnification

The Permit Holder agrees that it shall indemnify, defend and hold harmless Evergreen, the City of Toronto and the Toronto and Region Conservation Authority and their employees, officers, and directors, from and against any and all damage, loss, claims, suits, demands, actions, fines, damages, liabilities, cost and expenses (including, without limitation, reasonable attorneys' fees) arising out of or in connection with:

- a) Damage to property or injury to persons (including death) that arise out of the Permit Holder's use of the licensed areas, including any acts or omissions of the Permit Holder, its agents, contractors, employees, invitees, servants or subcontractors;

- b) Damage to property or injury to persons (including death) or loss of use of the licensed areas which arise out of the evacuation of the licensed areas due to flood risk or flooding other than Evergreen's obligation to provide a comparable booking at the next best available date for which rental fees will not be required.

The Permit Holder shall provide Evergreen notice as soon as reasonably practicable, of any injury or damage to persons or property in, to or around the licensed areas of which it is aware.

10. Rights of Entry, Eviction and Termination

Evergreen and those persons authorized by it, shall have the right to enter the licensed areas including at any time for any reasonable purpose, including at any time in the event of an emergency involving actual, threatened or possible injury to property or persons in or around the licensed areas.

Violations of any of the terms of this Agreement are grounds for immediate termination of this Agreement and eviction of the Permit Holder by or on behalf of Evergreen, acting reasonably.

The Permit Holder may terminate this Agreement upon providing at least 48 hours written notice to Evergreen.

Annex A: Policies

The Permit Holder acknowledges and agrees to comply with the following policies and obtain any necessary approval upon purchase of the photography permit.

Alcohol and Smoking

Alcohol is strictly prohibited onsite. All forms of smoking are prohibited inside any of the buildings at Evergreen Brick Works, including the Kiln Building, and the area within a 9 meter radius surrounding any building entrance or exit.

Infrastructure and Access

Climbing on the kilns, adjoining walls or site infrastructure; or accessing areas that are clearly barred or out of bounds is not permitted. This is a safety requirement for both visitors and the fragile areas of the site.

Structures, Décor and Signs

Please note that Evergreen does not allow anyone to install any temporary or permanent structure or to post, nail, tape, or tack anything to any of the walls. Evergreen Brick Works has imposed restrictions on signage. If required, the Permit Holder must obtain the necessary approvals from Evergreen.

Parking

Evergreen has over 350 parking spots available. Please note that the photo permit fee **does not include** the parking fees and these must be paid separately.

Evergreen has a No Idling Policy, please ensure all vehicles are turned off after coming to a complete stop and not turned back on until departure.

Vehicles may drop clients off in the central parking lot and must then **immediately vacate** that parking lot in favor of the East or West Lots onsite. Under no circumstances will the vehicles remain in the Central Lot and action on behalf of Evergreen Brick Works will be taken against them if this is occurring including verbal requests and ticketing.

Waste Management

Evergreen has a Two-Stream Waste Management System. You will find at your disposition on site two type of bins. The green bin is for food and wet waste and the blue bin is for mixed recyclables (everything that is not food or wet). You are expected to place all garbage in those bins and to not leave any garbage on the floor, tables, etc.

Cleaning

The Permit Holder is expected to leave the licensed areas in the same condition in which it was found at the time of arrival. Any damages or additional cleaning charges will be charged to the Permit Holder.

Noise

Evergreen Brick Works is a mixed use facility with many different types of activities, so it can be difficult to control noise penetration between spaces. While we try to plan for avoidance of sound conflicts, it is not possible to guarantee quiet.

Please note that activities with amplified sound and sound checks are not permitted.

Washroom and Water Access

Due to the evolving situation around Covid-19. Washroom and water fountain access are not guaranteed to be available. For the most up to date information on what is open on site please review our website <https://www.evergreen.ca/evergreen-brick-works/covid-19-preparedness/>

Electrical Access

Access to electrical outlets is not available.

Pyrotechnics

Please note that pyrotechnics of any kind are prohibited.

Annex B: The Licensed Areas



- Access to the interior spaces for photography is not allowed, including but not limited to the Centre for Green Cities (Building 12), the Young Welcome Centre (Building 12), the Market Place (Building 14), Café Belong (Building 14), and Evergreen Garden Market (Building 14).
- Access to the Children’s Garden (adjacent to the Centre for Green Cities) for photography is strictly prohibited at any time.
- This Agreement only pertains to the **outdoor** portion of the Facility and the Frances and Tim Price Terrace and the Pavilions, pending availability.
- Access to the Don Valley Brick Works Park is not included in your permit. Please note that this Agreement **does not include the access to the Don Valley Brick Works Park** (park located north of the Facility). Don Valley Brick Works Park is owned and managed by the City of Toronto. Filming and Photography permits are not granted and these activities are not allowed in the park at any time due to the sensitivity of the habitat. Thank you for your cooperation.