



ARTSCAPE DANIELS LAUNCHPAD

Digital Media Lab

Studio Use Agreement

July 2020

Welcome to the Digital Media Lab!

This is where dreams explode onto the screen and beyond. Our Digital Media Lab is all about thinking big, unleashing your creativity, and immersing yourself in innovative technologies and techniques, supported by our resources and programs.

This studio use agreement is designed to provide detailed guidelines on the use of our studios in order to help you get the most of our facilities and services.

We're excited to have you!

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Terms & Benefits

The Terms and Benefits are tied to the use of the Digital Media Lab and apply to all users of the Digital Media Lab, including non-members, members and bursary recipients. The use of the Digital Media Lab includes any or all of the following activities:

- Initiating a booking request with the DML
- Entering Digital Media Lab facilities for any purpose(s)
- Use of Digital Media Lab equipment

1. Studio Users

A “Studio User” is the person who initiates the studio booking and is responsible for all aspects of the booking. Regardless of the number of people involved in the project, the **Studio User is the sole party responsible** for all liabilities related to the studio booking.

2. Studio Usage

This document outlines the terms and conditions for studio use in the Digital Media Lab at Artscape Daniels Launchpad. The “Digital Media Lab” or “DML” collectively refers to the VFX Studio, (VFX Control and Live Room & Audio Booth), Sound Recording Studio, Edit Suites, Photography Studio and Green Room.

Studio Users acknowledge that they have read, understood, and are liable for all of the terms and conditions, and will follow Launchpad policies as laid out in the Agreement. The Studio User agrees to use Launchpad’s facilities at their own risk and is aware that some of the equipment on site requires training and may pose a risk to their health.

General Policy

1. Facility Access

The Digital Media Lab is located on the 4th Floor East Tower, 130 Queens Quay East, Toronto ON M5A 0P6. The Digital Media Lab can be accessed through one of three elevators on the East Tower during operating hours.

Artscape Daniels Launchpad may be closed during statutory holidays. In addition, Launchpad may operate reduced hours during holiday periods. Holiday periods will be posted on a bulletin board on premises and the Launchpad website. Launchpad reserves the right to alter the hours of operation and agrees to provide Studio Users with as much advanced notice as possible in the event of a change in hours of operation.

Access to the Digital Media Lab is restricted and requires fob access to designated studios. Studio Users must sign in at the DML Office in order to receive access to their *designated* studio.

2. Hours of Operation

The Digital Media Lab operating hours are subject to change. Member bookings can be placed via the Member Portal or the Passport for Nexodus app, where available booking periods can be viewed and booked directly.

For general inquiries, please contact launchpad.dml@artscape.ca

3. Digital Media Lab Public Spaces

In consideration to other users of the Digital Media Lab, please refrain from leaving equipment and belongings in the hallways and public spaces within the Digital Media Lab. We also ask that you do not create noise, linger, socialize, or have groups of people in the hallways.

4. Elevator for Large Items / Loading

Service Elevator

The Service Elevator, which can be accessed both from the front and rear entrance, can be booked for 1 or 2-hour increments and is suitable for small props and equipment. The Service Elevator is subject to availability and must be booked through a Studio Technician at least 48 hours prior to your booking.

Freight Elevator

For studio users with larger items and/or equipment, Launchpad has access to building elevators. Access to a Freight Elevator in the building can be granted, subject to availability. **We require a minimum of 1 week's notice** with specific load-in and load-out windows in order to request availability of the freight elevator.

The Freight Elevator is approximately 8' x 9' with 8' of height clearance.

Loading Dock

Access to the 130 Queens Quay East loading dock can be arranged for drop-off and pickups **only**. Please note vehicles cannot be parked or left unattended in the loading dock area.

The Loading Dock can be accessed off Richardson St, on the east side of the Artscape Daniels Launchpad building.

Payment, Bookings & Cancellation Policy

1. Booking Process

Studio spaces can be booked online through the Member's Portal or the [Passport for Nexodus app](#), available for Android and iOS. Studio bookings are subject to current availability.

Alternatively, bookings can be made via email at launchpad.dml@artscape.ca, by phone at 437-912-9193 or in person at the DML Office during operating hours.

Bookings are offered on a per-hour basis and minimum hour requirements may apply. Launchpad Members are eligible to book at Member's Rates, with hourly rates for weekdays, and evening/weekends.

A Bursary Recipient with allocated [Studio Credits](#) may apply credits towards studio time during the duration of the bursary period.

2. Payment for Studio Time

Launchpad is not able to hold studio bookings with partial or non-payment. Upon creation of a booking, an invoice will be generated to the primary Studio User that will be charged to the member's linked payment form.

In the event of a failed payment, Launchpad staff will attempt to reconcile the invoice with the member. Invoices left unpaid for 48 hours after the invoice creation may result in the booking hold removed.

Studio rates may be subject to change. Please refer to the website for the applicable [Rate Card](#).

3. Studio Technicians & Staff

Studio Technicians are on-site during operating hours to oversee the studio space. Studio Technicians will be responsible for preparing your equipment and checking in your team. They will also help coordinate bookings across all of our studio spaces.

Studio Technicians are a great resource to consult with technical needs related to your project, in order to help maximize your utilization of the studio. For VFX and Sound Recording Studio, a technician will be on site to assist with set-up and technical troubleshooting during your booking.

Studio Technicians reserve the right, at their discretion, to limit activities conducted at the Digital Media Lab, terminate projects and/or remove visitors if deemed unsafe, threatening or disruptive to other users of the space.

4. Check-In & Check-Out

All studio users, visitors, guests, talent and crew members must check in and sign the DML Studio User Agreement prior to entering the studio. The sign-in form can be completed by scanning the QR code upon entry, or alternatively a digital iPad form is available.

The Studio User will be issued with a temporary fob that grants access to the studio space booked for the session. This fob must be returned prior to check-out with any equipment booked. The Check-In and Check-Out process will be considered part of the booking period.

5. Booking Period

Booking Periods can be made on the hour, such as 9:00 AM, 10:00 AM or 12:00 PM. Bookings must be made in one-hour increments only and a minimum booking period may apply. Member bookings are permitted only during designated member booking periods.

This booking period includes check in, equipment set-up, data offloading, tear-down and check-out. You are required to tidy up after yourself and ensure that all equipment is clean and reset. Please refer to the “Zero State Guidelines” as an example of how the studio should be set up before and after your use of the space.

Penalty Charges

Penalty charges may apply in the event you fail to clear the studio at the end of your booking time and leave the studio in Zero State.

Studio Zero State Guidelines

Please ensure all equipment is wrapped up in its appropriate storage case and on the cart at the end of your booking. This includes zeroing out light stands and tripods, coiling all cables and resetting all furniture items.

Over Time

A Studio Technician may provide a warning towards the end of your booking session. Please note, bookings that go over the time booked may incur a late fee.

Late Arrivals

Accommodations cannot be made for late arrivals. Bookings are frequently made back to back. No compensation will be made for late arrivals. In the case of a late arrival, a technician may not be able to help you.

Operational Error

In the event of error made by Launchpad systems and/or staff, Launchpad will do its best diligence to provide adequate accommodation or compensation.

Launchpad cannot assume liability for lost wages or revenue due to operational errors outside of our control.

6. Cancellation / No-Show Policy

Studio booking cancellations and changes require at least 48 hours' notice for refunds. Within 48 hours, no refund can be made. Refunds and accommodations cannot be made for no-shows and the studio booking will be cancelled.

7. Prohibited Activities

In consideration of Artscape Daniels Launchpad property and members of the space, certain activities are prohibited.

Language

The use of abusive, insulting, discriminatory or threatening language or behaviour in a threatening manner is not permitted.

Substance Use

Studio users and all associated visitors and personnel may not use or enter the studios under the influence of any drugs and substances, including cannabis or alcohol. Smoking and vaping, including nicotine and cannabis is not permitted on site within the Digital Media Lab, including outdoor patio areas accessed from within the Launchpad Commons Area. Smoking, vaping and illicit drug use are strictly prohibited. Alcohol consumption is prohibited except for Launchpad events with a valid Liquor License.

Weapons

Weapons, including props, replica and fake weapons are strictly prohibited from Launchpad property.

Smoke, Fog & Haze

Smoke, fog and haze effect machines are not permitted for use within the Digital Media Lab due to Building Safety, Fire & HVAC restrictions.

Clearance

If your production includes activities that may warn, stun or surprise other staff and visitors, please provide ample notice when making your booking. This may include activities such as:

- Swearing, yelling, screaming, as part of a dramatic script or play
- Costumes, make-up, or behaviour that may offend or polarize.

Please be considerate when planning activities that may impact other users in the space. If in doubt, please contact a Studio Technician for information.

Launchpad Staff and Studio Technicians have the discretion to restrict and prohibit activities that are offensive or disrupt the use of other Digital Media Lab studios.

8. Termination of Booking by Launchpad

Launchpad reserves the right to prohibit the use of the Digital Media Lab studios for any of the following reasons, which may include, but are not limited to:

- Failure to follow rules and policies outlined in this Agreement.
- Repeated use of equipment, facilities or services that materially disrupts or prevents other users from accessing the Digital Media Lab.
- Use of studios that pose a health or safety risk to others, or is otherwise deemed not in compliance with Building Code, Fire Code or other Rules and Regulations that apply to the facility.
- Engaging in negligent or disruptive use of studios or equipment.

9. Stipulation for Compliance

Failure to abide by the terms outlined in this agreement may result in additional, damage or penalty fees, and/or suspension of membership.

Equipment & Resources

The Digital Media Lab provides equipment kits to accompany bookings in the studio space. Equipment cannot be removed from the DML or used in Launchpad spaces including the Commons Area.

1. Equipment Availability

A designated equipment list is available on the Digital Media Lab website at: <https://artscapedanielslaunchpad.com/digital-media-lab/>

Please consult with a member of the Digital Media Lab team if you are unsure on how to operate a piece of equipment or how to best utilize it for your project.

Launchpad cannot take responsibility for the lack of equipment due to sudden damage, repair or loss, and may attempt to provide reasonable substitutions to equipment as required.

2. Expendables

The Digital Media Lab does not keep a regular stock of expendables available for use. Expendable items including tape, seamless backdrop paper and floor coverings are the responsibility of the Studio User. From time to time, seamless paper may be available for purchase at a flat per-booking fee.

3. Equipment Use

We expect Studio Users, their guests and crew to treat Digital Media Lab equipment with utmost care. Negligent or accidental damage to equipment will result in the Studio User being held liable for damages.

4. Media Cards & Storage

It is the responsibility of the Studio User to ensure all DML storage devices, such as SD cards, CFast cards, and SSDs, are formatted and clean before and after use. Launchpad takes no responsibility for footage left on cards, hard drives and computers.

5. Safety

Studio Users are responsible for safe operation of all of our equipment and activities related to equipment handling, such as rigging, power management and the movement of furniture and equipment inside the studio spaces. If you have any questions or concerns please consult a Studio Technician or a Launchpad staff-member.

6. Fixtures

Studio users and their personnel are prohibited from tampering with, modifying or removing any permanently installed fixtures, including audio racks, wall panels and wall and ceiling fixtures. Please consult with a Studio Technician if you have any concerns.

7. Equipment software & firmware

Studio users and their crew are not permitted to upgrade firmware or make changes, deletions or installations of new software. Please consult with a Studio Technician if you require a firmware upgrade, app installation or any modifications to any equipment, including computers.

8. Cyclorama Care

Studio users and all guests are expected to remain at least 3ft away from all curved sections of the cyclorama. Please refrain from touching, attaching or fixing any items to the wall and do not place any weight on the curved section of the cyclorama. Damage fees may incur for any damage to the paint or curved section.

Liability

Personal Injury or Damage

To the extent permitted by law, Artscape shall not have any liability to the Studio User or Associated Personnel for any injury, damage or loss of any kind whatsoever including, without limitation, any liability for direct, indirect, special or consequential loss or damage, sustained by the Studio User and/or any other person, or for any costs, charges or expenses incurred by the Studio User or Associated Personnel, arising from or in connection with this Agreement and/or the services/products provided by Launchpad.

The Studio User shall indemnify Artscape responsible from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments which they may incur or suffer or be put to by reason of or in connection with or arising from any breach, violation or non-performance by the Studio User or Associated Personnel of any obligation contained in this Agreement to be observed or performed by the Studio User, or any wrongful act or negligence of the Studio User or their agents or guests howsoever arising.

This indemnity shall include any costs incurred as a result of damage caused by a Studio User or their Associated Personnel to Launchpad's facilities, equipment and technology. This indemnity shall survive any termination of this Agreement.

Privacy and Confidentiality

Launchpad's Privacy Policy can be found on our website at: <https://artscapedanielslaunchpad.com/privacy>

Intellectual Property and Personal Information

In the course of using the Launchpad facilities, individuals may non-intentionally encounter or be exposed to others' personal information and/or intellectual property. Studio Users and all associated personnel agree to not directly or indirectly take, copy, manipulate or use personal information or intellectual property belonging to other people.

Appearance in audio or visual recordings

Launchpad takes no responsibility for appearances in any audio, photo or video recordings for all Studio Users, members and visitors while they are in the Digital Media Lab.

Studio users, members and all visitors are prohibited from taking photos or videos of active productions and work without consent.

Force Majeure

Artscape will not be liable for interruption in access to the facility for reasons outside of its control



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**130 Queens Quay East #423 4th Floor,
East Tower
Toronto, ON M5A 0P6**