

**NEW WESTMINSTER LAW COURTS
MEDIA WORKROOM AGREEMENT**

This agreement is between:

Her Majesty the Queen in Right of the Province of British Columbia
As Represented by the Attorney General, Court Services Branch
P.O. Box 9249, STN PROV GOVT
Victoria, British Columbia, V8W 9J2
(the Province)

and,

Insert name and address of media organization
(the Media Organization)

This agreement is for access by accredited media representatives to the Trial Media Workroom for the Robert William Pickton Trial (the trial);

Whereas the Ministry of Attorney General, Court Services Branch of the Province of British Columbia recognize the need for extraordinary measures to facilitate media needs at the Trial, and

Whereas a media program has been developed in consultation with representatives of various media organizations, and

Whereas the media program and accreditation process is defined in the most current media guide published for the trial, and

Whereas the Media Workroom is designated solely for use of accredited representatives of the media organizations who are parties to signed media agreements.

1. In this agreement:

- (a) "Media Workroom" means the room designated by the Province as the Media Workroom located at 737 Carnarvon Street (enter off Victoria Street).
- (b) "Trial" means the trial of Regina v. Robert William Pickton.

2. Term:

- 2.1 The term of this agreement is from December 10, 2006, until the end of the trial;
- 2.2 This agreement will not be extended;
- 2.3 This agreement may be terminated by the Province without cause with seven days written notice to the Media Organization at the above noted address.

**NEW WESTMINSTER LAW COURTS
MEDIA WORKROOM AGREEMENT**

3. The Province will:

- 3.1 Subject to the direction of the Court, provide audio and visual live feed of courtroom 102 during the Trial;
- 3.2 Open, close and secure the Media Workroom during each day of the Trial;
- 3.3 Ensure that the Media Workroom is made available to the Media Organization from 8:30 a.m. to 6:00 p.m. on the days court is sitting and the trial is underway;
- 3.4 Pre-wire the Media Workroom for telephone lines and ADSL;
- 3.5 Provide a Deputy Sheriff in the Media Workroom during court sitting hours;
- 3.6. Provide access to Men's and Women's washrooms;
- 3.7 Provide garbage and recycling services;
- 3.8 Ensure the Media Workroom is cleaned nightly.

4. The Media Organization will:

- 4.1 Identify to the Province the number of Media Workroom seats required;
- 4.2 Ensure that any person attending the Media Workroom will be an accredited representative and will provide accreditation identification in the form prescribed by the media program for the trial to the satisfaction of Court Services Branch;
- 4.3 Ensure representatives adhere to the Media Accreditation Undertakings and decorum identified in the trial media guide;
- 4.4 Manage the assignments of their agents to ensure that the number of agents attempting to access the Media Workroom do not exceed the number of seats the Media Organization has secured per article 4.1 above and provide the Province with a list of all persons from the Media Organization who will use the Media Workroom;
- 4.5 Provide TELUS ADSL hookup and phones at their own cost;
- 4.6 Provide its own personal equipment, such as phones, blackberries and computers, at their own risk;
- 4.7 Clean their own immediate work area and coffee maker and refreshments;
- 4.8 Comply with any of the Province's designated Media Facilitator regarding any issues pertaining to the Media Workroom;
- 4.9 Contact the Province's designated Media Facilitator regarding any issues pertaining to the Media Workroom; and
- 4.10 Acknowledge that from time to time, press briefings may be held in the Media Workroom and that accredited media who may not have workroom agreements may be allowed to attend the workroom for the purposes of briefings.

5. Payment Schedule:

Upon invoice, subject to article 4.1 above, the Media Organization will pay the Province \$500.00 per month, per seat, required from the Media Organization attending the media room as indicated in the space below. The payment schedule shall be quarterly in advance, upon representation of invoice. The initial billing shall be for the period of December 10, 2006, until March 31, 2007.

**NEW WESTMINSTER LAW COURTS
MEDIA WORKROOM AGREEMENT**

The fee for the month of December, 2006, shall be \$250.00 for the partial month and will be added to the first quarter invoice for the period of January 1, 2007, to March 31, 2007.

Accounts Payable Information:

Please provide the billing information and key contacts for your organization for invoicing and accounts payable in the space below:

Company/Organization Name: _____
Number of Seats requested: _____
Business Address: _____
City: _____
Province/State: _____
Country: _____
Postal Code/Zip Code _____
Key Contact Name: _____
Telephone: _____
EMAIL _____

6. Waiver and Indemnification:

- 6.1 The Media Organization agrees to waive any and all claims it has, has now, or may have in the future, against the Province, its employees, agents, contractors, and representatives, for any and all property damage or loss sustained by, arising out of or in connection with use of the Media Workroom;
- 6.2 The Media Organization releases the Province, its employees, agents, contractors, and representatives, from any and all liability for any loss, ,or expense that the Media Organization and its employees, agents, and representatives may suffer arising out of or in connection with the misuse of the Media Workroom;
- 6.3 The Media Organization agrees not to initiate a claim or commence an action against the Province, its employees, agents, contractors, and representatives, concerning any and all property damage or loss sustained by the Media Organization, its employees, agents, contractors or representatives arising out of, or in connection with the use of the Media Workroom.

Signed on behalf of the Media Organization

Signed on behalf of the
Province of British Columbia

Date:_____

Date:_____