



This Agreement dated the _____ day of _____, 20____ at the City of Richmond, in the Province of British Columbia.

Between:

City of Richmond
6911 No. 3 Road
Richmond, BC V6Y 2C1

(the "City")

And:

(the "Licensee")

WHEREAS:

The City owns or holds highways, sidewalks, boulevards, public thoroughfares, dykes, parks, public places and other real property in the City, and including the following parcel(s):

and as shown outlined on the sketch or map in Schedule 1 to this Agreement,

(collectively, "Lands" _____.);

The Licensee has applied for permission to occupy the Lands and to use certain services, property and equipment provided by the City for the purpose of film production; and

The City has agreed to grant this licence and make provisions for services, property and equipment on the terms and conditions herein provided;

NOW THEREFORE in consideration of the sum of \$10.00 (Canadian Funds), the receipt and sufficiency of which is hereby acknowledged, and of the mutual covenants and agreements set out below, the parties covenant and agree as follows:

1. Definitions:

For the purposes of this Agreement:

- a) **Environmentally Sensitive Area** means any one or combination of the following:
 - (i) an area designated as such in the City's Official Community Plan;
 - (ii) an area otherwise identified in Appendix A herein;
 - (iii) a riparian assessment area; and

- b) **Film Coordinator** means the person appointed by the City to represent the City on matters related to film production activity and this Agreement;
- c) **Film Production Activity** includes any activity that is carried out by the Licensee in the City, other than that which occurs within private property that is not a Heritage Building or Heritage Site, for the purpose of producing a film, and includes, without limitation, accessory or related activities such as staging, mobile units, use of cables, wires, cameras, lighting, Special Effects and vehicles and equipment related to film production;
- d) **Film Production Vehicle** means a motor vehicle used or intended to be used primarily for the purpose of or in association with a Film Production Activity;
- e) **Fire Department** means the Richmond Fire-Rescue Department;
- f) **Heritage Building** means a building or structure within a Heritage Site;
- g) **Heritage Site** means an area of land within the City that is heritage property or that has been identified by the City as having heritage character or heritage value within the meaning of the *Local Government Act*, and including, but not limited to, the list of Heritage Sites identified in Appendix "B" to this Agreement;
- h) **Local Residents** includes property owners, residents, farmers, business proprietors, school or day care groups, churches and other persons or institutional bodies that are located or normally present in an area of the City where Film Production Activity occurs or that reasonably may be affected by Film Production Activity;
- i) **Paramedic** means a person currently certified by an organization or body accredited by the Canadian Medical Association as being qualified to provide a level of response appropriate to situations involving Special Effects during Film Production Activity;
- j) **Private Property** means real property including land, building, or any personal property other than that which is owned or held by the City;
- k) **Polling or Poll** means the surveying of local residents about a proposed Film Production Activity, prepared by or at the direction of the Film Coordinator;
- l) **Riparian Assessment Area** means the 30 meter strip on both sides of a stream, measured from the high water mark;
- m) **RCMP** means the Richmond Detachment of the Royal Canadian Mounted Police;
- n) **Special Effect** includes, but is not limited to:
 - fire;
 - explosives;
 - detonators;
 - guns;
 - squibs;
 - bombs/mock-ups;
 - gunfire;
 - flash powder; and
 - vehicle collisions, or other material, equipment or activity, whether actual or simulated, that is or may reasonably be viewed as hazardous to the safety or health of human beings or to the safety or integrity of property;

- o) **stream** means a watercourse, whether it usually contains water or not; a stream, pond, lake, river, creek or brook; or a ditch, spring or wetland that is connected by surface flow to those bodies of water.

2. Licence and Term

- 2.1 The City grants to the Licensee a non-exclusive licence to enter and occupy the Lands or any portion thereof for the purposes and on the covenants, terms and conditions set out in this Agreement, for a period commencing at _____ on _____, and expiring on _____ or such later date as may be mutually agreed upon between the parties.
- 2.2 The Licensee hereby accepts the Lands in their condition as of the date hereof and shall not call upon the City to do or pay for any work or supply any equipment to make the Lands more suitable for its proposed use.
- 2.3 The Licensee shall pay the City, the sum of \$ _____ (\$ _____) Canadian Funds in the form of a certified cheque for the term described in section 2.1, payable upon the commencement of this Agreement, plus any fees, charges, wages and expenses referred to further herein payable to the City, and as to fees, charges, wages or other expenses payable to the City for City personnel or services in connection with Film Production Activity, payable in advance of those services being provided or used.
- 2.4 The Licensee shall be solely responsible for and shall pay any and all additional insurance, indemnity, maintenance and security costs incurred as a result of the use of the Lands and the performance or purported performance of this Agreement.
- 2.5 For certainty, this Agreement conveys no interest in, and shall not entitle the Licensee to an exclusive right to enter or occupy the Lands or any portion thereof. The City reserves the right to grant to another person or persons a licence or another other right in respect of the Lands or any portion thereof.

3. Insurance

- 3.1 The Licensee shall, at its sole expense, carry and keep in force during the term of this Agreement, Commercial General Liability Insurance with a minimum limit of \$5,000,000 per occurrence with a cross-liability clause. The policy or policies shall cover all premises and operations necessary or incidental to the performance of this Agreement and includes
- 3.2 The insurance policy shall state that:
 - a) the City shall be added as additional insured;
 - b) the policy cannot be cancelled, lapsed or materially changed without at least 30 days advance notice in writing to the City; and
 - c) coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- 3.3 Prior to the execution of this Agreement, the Licensee shall provide the City with proof of each and every insurance policy and certificate required by delivering to the City's Manager of Purchasing and Insurance a true copy or copies of such documents. All such insurance shall be maintained until final completion of the Film Production Activity that is the subject of the insurance policy.
- 3.4 Maintenance of insurance and the performance of the Licensee does not limit the insurance otherwise required of the Licensee by municipal, provincial or federal law.

- 3.5 The City agrees to submit to the Licensee in writing, a detailed listing of all claims respecting property damage or personal injuries for which the Licensee is or may be responsible, within the later of:
- a) 30 days after the expiration of the Term of this Agreement (including any additional use by the Company of the Premises); or
 - b) within 30 days from the City's notification of any claims.
- 3.6 The Licensee shall be responsible for any additional insurance coverage that may be necessary and advisable for its own protection and to fulfil its obligations under this Agreement, and for any deductible amounts payable in respect of a claim against either party to this Agreement.
- 3.7 This section shall survive the term of this Agreement.

4. Workers Compensation

- 4.1 Prior to execution of this Agreement, the Licensee shall provide the City with proof of registration, clearance and coverage by Worksafe British Columbia as may be required in the circumstances.

5. Security for Damages

- 5.1 The Licensee shall, prior to commencement of Film Production Activity, provide the City with security in advance in the form of a cash deposit, an irrevocable letter of credit or another form of security satisfactory to the Film Coordinator in the amount of \$_____ Canadian Funds (\$_____ CDN), to be held by the City for the term of this Agreement plus thirty (30) days thereafter, to cover any damages, costs and expenses that the City may incur in remedying a default of this Agreement by Licensee or its directors, officers, employees, servants, volunteers, agents, licensees or invitees or others for whom the Licensee is responsible in relation to Film Production Activity.
- 5.2 The City may apply amounts from the security to cover costs and expenses that it may incur for the payment of fees, remuneration for services by the City, or for the repair, restoration, replacement, clean-up, maintenance of Lands, property or equipment resulting from a default of this Agreement.
- 5.3 The City shall refund any part of the security not used for a purpose described herein, including interest accrued, to the Licensee after the expiry of the term of this Agreement plus thirty (30) days.

6. Non-Liability and Indemnity

- 6.1 The City, its elected officials, officers, employees, servants, and agents shall not be liable or responsible in any way for any death, injury, loss, damage or expense of any nature whatsoever and due to any cause or reason, that may be suffered or sustained by the Licensee or any of its directors, officers, employees, servants, agents, volunteers, licensees or invitees or any other person who may be upon the Lands, or for any loss of or damage to property belonging to the Licensee or its directors, officers, employees, servants, agents, volunteers, licensees or invitees or any other person while such person or persons are on the Lands; and under no circumstances shall the City be liable for indirect or consequential damages, including, without limitation, loss of profit or other costs or damages arising from or as a result of the City exercising any of its enforcement rights, right to recall City personnel or to order activity to cease and desist, or other rights under this Agreement or for damages for personal discomfort or illness due to any cause or reason arising or resulting from Film Production Activity on the Lands.

- 6.2 The Licensee shall release, indemnify and hold harmless the City from and against all claims, losses, damages costs, actions and other proceedings, including without limitation reasonable legal fees and defence expenses, made, sustained, brought or prosecuted in any manner or form whatsoever, based upon, occasioned by or attributable to any injury, including death, personal injury, property damage, infringement or damage arising from any act or omission of the Licensee, its directors, officers, employees, servants, agents, volunteers, licensees or invitees or persons for whom the Licensee is otherwise responsible in the performance or purported performance of this Agreement or for any acts, negligence, errors or omissions while carrying out Film Production Activities on, in or about the Lands.
- 6.3 Maintenance of insurance and the performance of the Licensee shall not relieve the Licensee of liability under the indemnification provisions herein.
- 6.4 This section survives the term of this Agreement.

7. Obligations and Responsibilities

- 7.1 The Licensee shall:
 - a) in advance of commencing Film Production Activity, obtain any specific permit the City may require for that activity and any and all other permits, licenses or approvals that may be required by law for that activity; from the City, British Columbia or Canada as applicable;
 - b) conduct Film Production Activity strictly in accordance with the terms, conditions and requirements of any specific permit for that Activity and any and all statutes, bylaws, permits, licenses or approvals that apply to the Film Production Activity or any aspect or part of that Activity; and
 - c) carry out Film Production Activity in a manner approved by the City, in accordance with this Agreement and any derivative, subsequent or collateral directions, arrangements or recommendations of the Film Coordinator or other City personnel referred to herein, and, in relation to any matters not addressed in this Agreement, consistently with Council Policy 1000 and Administrative Procedure 1000.01 or otherwise by law. In the event of any inconsistency or conflict between this Agreement and the Policy 1000 or Procedure 1000.01, the terms of this Agreement shall prevail.
- 7.2 **In relation to the proposed use of Special Effects**, and without limiting the generality of the foregoing, the Licensee shall:
 - a) consult with the Film Coordinator, the RCMP and the Fire Department in advance of using any Special Effects, and with the Fire Department before using flammable liquids, gases or similar substances;
 - b) conduct a blast analysis if required by the Fire Chief or his or her delegate;
 - c) refrain from using a Special Effect that the RCMP or the Fire Department have refused to endorse under any conditions;
 - d) comply with any conditions imposed or carry out recommendations by the Film Coordinator, the RCMP or the Fire Department in relation to a proposed Special Effect;
 - e) prior to using any catastrophic Special Effects, conduct polling of local residents and proceed only if the result of the poll indicates that a majority of local residents do not object to the proposed use;
 - f) prior to detonating pyrotechnics as Special Effects, ensure that at least one RCMP Officer and at least one paramedic be in attendance on site during its use; and

- g) prior to rehearsing or filming dangerous situations involving other Special Effects or stunts, ensure that at least one paramedic be in attendance on site.

7.3 **In relation to use of the Lands or any portion thereof as City property**, and without limiting the generality of the foregoing, the Licensee shall, with the minimum level of noise or disruption necessary, ensure that:

- a) any alteration to City property or construction of sets or staging is undertaken only after obtaining any necessary building permits and the written permission of the Film Coordinator;
- b) upon completion of Film Production Activity, the location used has been tidied and cleaned and restored to its previous state, to the satisfaction of the City;
- c) materials and debris are not washed into and do not otherwise enter the Lands, utility conduits or the City's drainage or storm water systems; and
- d) any damage or alteration to utilities, conduits, or drainage or storm water systems or other City property used in relation to or as a result of Film Production Activity is rectified and repaired as necessary and restored to its previous state, to the reasonable satisfaction of the City.

7.4 **In relation to the use of the Lands or any portion thereof that encompasses a highway, street, lane, sidewalk, boulevard, or other public thoroughfare** for Film Production Activity, without limiting the generality of the foregoing, the Licensee shall, at its sole expense:

- a) as far in advance as reasonably possible, obtain the approval of the Director of the City's Transportation Section, Planning and Development Department, or his or her delegate, and comply with any directions and conditions of the official prior to:
 - (i) parking Film Production Vehicles on City streets, lanes, sidewalks or boulevards or other public thoroughfares; or
 - (ii) closing to general public access a street, lane, or sidewalk for Film Production Activity, provide the Film Coordinator with a sketch plan illustrating a map of proposed parking of vehicles prior to Film Production Activity;
- b) not close any street in the City during the peak traffic times of _____ am to _____ am and _____ pm to _____ pm, Monday through Friday;
- c) comply with any direction or conditions by the City for barricades, signs, or similar devices, to ensure that any adverse effects of the street closure local residents or to the general public are minimized;
- d) ensure that any and all Film Production Vehicles be visibly identified (including equipment rental vehicles) with the name of the Film Production Company, by placing clearly visible identification in the windshield of each vehicle while on location;
- e) ensure that any personal vehicles used by the Licensee or its officers, employees, servants, volunteers, agents or invitees, are used and parked in compliance with the *Motor Vehicle Act* and the City's traffic and parking bylaws;
- f) comply with the direction of an RCMP officer or Bylaw Officer appointed by the City in supervising permit compliance, and in relation to traffic or parking; including without limitation intermittent traffic stoppages and control and redirection of pedestrian or vehicular traffic;

- g) ensure that any vehicle, generator, or other equipment used in association with Film Production Activity *not* be parked:
 - (i) so as to block fire hydrants, fire routes or in such a way as to impede emergency response vehicles;
 - (ii) within nine (9) metres of an unsignalled intersecting street;
 - (iii) within 30 metres of a bus stop, pedestrian cross-over or signalized intersection;
 - (iv) adjacent to air intakes of air conditioning systems located on any building or structure while the vehicle engines are in use;
 - (v) within two (2) feet of or in front of driveways, lanes or other ways of access or egress between a local residence, business or institution and the street unless consent is obtained from the owner or occupant of such property;
 - (vi) in such a way as to interfere with ordinary pedestrian or vehicular traffic, subject to the direction of an RCMP officer; and
 - (vii) so as to interfere with access to and from parking spaces reserved for handicapped access or to otherwise prevent a person with a physical disability from moving from place to place, except as expressly permitted by the City or an RCMP officer;
- h) make every reasonable effort to accommodate persons dependent on wheelchairs or similar devices who, as a result of Film Production Activity, may face difficulty in passing through streets, sidewalks and traffic;
- i) unless prior approval in writing from the City has been obtained, ensure that any vehicles or equipment related to the Film Production Activity are removed from the streets of the City:
 - (i) between the hours of _____ pm and _____ am Monday through Friday; and
 - (ii) on residential streets during Saturday and Sunday if Film Production Activity commences prior to a weekend and continues the following week, but is not carried on during Saturday or Sunday;
- j) post notices at and near to the location of any Film Production Activity advising of such activity and related parking arrangements at least 48 hours prior to commencement of same;
- k) supply and place signs with the words “NO PARKING – SPECIAL EVENT”, and stating the dates and times for which the site is closed to the general public; and
- l) make adequate alternate parking arrangements for local residents in possession of a valid street-parking permit in areas where their vehicles may be displaced by the Film Production Activity, and in particular, shall not remove or relocate any such vehicle by towing or otherwise without the specific permission of the vehicle owner.

7.5 **In relation to the use of services provided by the City** in relation to Film Production Activity, including without limitation use of RCMP, Fire Department, and other City personnel, vehicles or equipment, the Licensee shall, at its sole expense:

- a) arrange for the use of any RCMP personnel or vehicle or equipment with the RCMP;
- b) arrange for the use of any Fire Department personnel, vehicle or equipment with the Film Coordinator and subject to the discretion and direction of the Fire Chief or delegated officer;
- c) limit its use of an RCMP officer or Fire Department employee to his or her off-duty hours, and subject to the terms of a collective agreement that may apply in the circumstances;

- d) pay for each RCMP officer or Fire Department employee for a minimum of three (3) hours, and at an hourly rate that is double the normal amount of hourly remuneration for that officer;
- e) limit its use of other City personnel to regular on-duty hours for those employees, unless expressly permitted otherwise by the Manager of the relevant department of the City, with the consent of the individual employees, and subject to the terms of any collective agreement that may apply in the circumstances;
- f) limit its use of any RCMP or Fire Department vehicle to that which the RCMP has in reserve or that the RCMP or Fire Department has not scheduled for its own use during the relevant time;
- g) in relation to Fire Department vehicles or equipment, not operate or permit or allow such vehicles or equipment to be operated by anyone other than personnel specifically designated by the Fire Chief or a delegate; and
- h) prior to their use, pay any and all fees and charges that are due to the City in relation to use of personnel, equipment, vehicles or otherwise by certified cheque made payable to the City of Richmond, and deliver any cheque to the City in accordance with direction by the Film Coordinator.

7.6 Notwithstanding any arrangements entered into between the Licensee for the use of RCMP or Fire Department personnel, vehicles or equipment, any or all of such personnel, equipment and vehicles may be recalled by the City without notice in the event of an **emergency**, and in this event the City shall not be liable for any loss or damages suffered or incurred by the Licensee.

7.7 **In relation to local residents, and to relations with the public in general**, and without limiting the generality of the foregoing, the Licensee shall, at its sole expense:

- a) promote and maintain good relations with local residents, and in particular, where local residents may be affected by traffic, street closures, parking restrictions or parking for vehicles associated with Film Production Activity, unusual noise, fumes, odours or lighting conditions and the use of any Special Effects as part of Film Production Activity;
- b) promote and maintain good relations with the public in general;
- c) refrain from Film Production Activity that may conflict with a parade, festival or other special event in the area that has been previously scheduled with the City;
- d) obtain specific permission from the Film Coordinator for Film Production Activity to occur:
 - (i) on Sunday or a statutory holiday; and
 - (ii) between the hours of _____ pm and _____ am if Film Production Activity involves intensive lighting that reasonably is capable of adversely affecting local residents, unless a poll indicates that a majority of the local residents would not object;
- e) make suitable and adequate arrangements with local residents where the normal rights, privileges or interests of the local residents may be negatively impacted by Film Production Activity, and in particular, make arrangements for access to their vehicles and for pedestrian, wheelchair and vehicular access to local residents' properties;
- f) prior to Film Production Activity, but subject to any alternative directions by the Film Coordinator, provide and deliver to local residents written notice as follows:
 - (i) in relation to use of street and sidewalks only, at least _____ clear days' notice;
 - (ii) where RCMP presence is required, at least _____ clear days' notice;

- (iii) in relation to Special Effects that may be hazardous to local residents or capable of damaging their property, at least _____ days' notice;
 - (iv) the name and phone number of a contact person representing the Licensee;
 - (v) the name and phone number of the Film Coordinator; and
 - (vi) provide the Film Coordinator with copies of written notices or letters delivered to local residents;
- g) use noise reduction devices on motors or generators that are used as part of Film Production Activity;
- h) comply with the noise provisions of the Public Health Protection Bylaw No. 6989; and
- i) otherwise take reasonable steps to ensure minimal disruption to local residents and the public as a result of Film Production Activity.
- 7.8 The Licensee is solely responsible for the **conduct** of its directors, officers, employees, contractors, consultants, servants, volunteers, licensees, invitees, agents, and representatives and shall take reasonable steps to ensure that all of the personnel for whom it is responsible during Film Production Activity conduct themselves at all times in a lawful, professional manner, having regard for the safety and comfort of local residents and the public generally, and not in such a way as would likely embarrass or discredit the City in permitting Film Production Activity or otherwise as a party to this Agreement. In particular, without limiting the generality of the foregoing, the Licensee shall ensure that personnel for whom it is responsible adhere to the City of Richmond *Code of Conduct for Cast and Crew* and the BC Film Commission's *Motion Picture Locations Code of Conduct*, which together form Appendix C and are part of this Agreement.
- 7.9 In relation to Film Production Activity that may occur on Heritage Buildings, Heritage Sites or private property within the City, and without limiting the generality of the foregoing, the Licensee shall, at its sole expense:
- a) provide notice to local residents on, in or near the vicinity of the Heritage Site of the proposed Film Production Activity at least 14 business days in advance;
 - b) if required by the Film Coordinator, conduct polling of the local residents as to the proposed Film Production Activity and proceed only in accordance with any further direction by the Film Coordinator;
 - c) adhere to the specific conditions of use for each Heritage Building or Heritage Site that may be stipulated by the City for that property;
 - d) unless express permission in writing from the City is obtained in advance, not permit, allow or suffer smoking, eating or food catering service in, on or immediately around Heritage Building;
 - e) consult with the Supervisor of the Richmond Museum and Heritage Services and obtain the express permission in writing from the Film Coordinator before;
 - (i) altering, changing, modifying, renovating, adding to or removing from or removing all or any part of the physical structure or appearance of a Heritage Building Site;
 - (ii) using or allowing any use of smoke or Special Effects in a Heritage Building;
 - (iii) using or removing any artefacts stored, displayed or used in or on or within a Heritage Building or Heritage Site;
 - (iv) allowing animals on or within a Heritage Building or Heritage Site; and

shall comply with any recommendation or direction of, or terms of agreement entered into with, the Supervisor or Film Coordinator, who, subject to reconsideration by Council, may refuse the proposed alteration, change, modification, renovation, addition or removal or use or presence of an animal in their complete discretion; and shall be solely responsible to ensure that the Heritage Site and any Heritage Building is not harmed or damaged or destroyed; and

- f) ensure that any heaters used in a Heritage Building are of a type approved by the Compressed Gas Association (CGA) or Canadian Standards Association, and operated strictly in accordance with the manufacturer's instructions and recommendations.
- 7.10 In relation to Film Production Activity on the Lands or any part thereof that encompasses a park, and without limiting the generality of the foregoing, the Licensee shall:
- a) consult with the City's General Manager of Parks, Recreation and Cultural Services or his or her delegate if requested by the Film Coordinator, and proceed only with the approval of that General Manager and in accordance with any directions, restrictions, recommendations of the Film Coordinator and the General Manager;
 - b) not prune, cut, plant, damage or remove vegetation except as expressly permitted by the General Manager of Parks, Recreation and Cultural Services or his or her delegate; and
 - c) strictly comply with the City's *Tree Protection Bylaw No. 8057*.
- 7.11 In relation to Film Production Activity that may occur on or within an Environmentally Sensitive Area, and without limiting the generality of the foregoing, the Licensee shall:
- a) consult with the City's Manager of Environmental Programs Department of the City and proceed only in accordance with any conditions, restrictions or direction stipulated by that official;
 - b) if requested by the Manager of the Environmental Programs Department, in relation to Film Production Activity that may occur within a Riparian Assessment Area:
 - (i) conduct an environmental assessment and proceed in accordance with the *Riparian Area Regulation*, B.C. Regulation 376/2004; and
 - (ii) ensure that the proposed activity is supervised by a qualified environmental professional as defined by the *Riparian Area Regulation*;
 - c) in all circumstances:
 - (i) strictly avoid any harmful alteration, disruption or destruction of natural features, functions and conditions that support fish life processes within a stream or a riparian assessment area;
 - (ii) not discharge or deposit or suffer or allow deposit or discharge of any sediment, debris, or harmful or toxic matter of any kind to enter a stream or a water, storm water, sewer or drainage system of the City; and
 - (iii) comply with the *Guidelines for Environmental Management While Filming in Environmentally-Sensitive Areas*, listed in Appendix D of the document.

8. Credits

- 8.1 The Licensee shall obtain the approval in writing of the City prior to use, publication, reproduction or display of any intellectual property of the City, including without limitation its name, trademarks, official marks or copyrighted material.

- 8.2 The City of Richmond may request that a movie or television identify the City in listing acknowledgments or credits and the Licensee shall reasonably consider accommodating such a request.

9. Confidentiality

- 9.1 The Licensee shall not, without the prior express consent in writing of the City, disclose any information provided by the City in confidence, and in particular any proprietary, sensitive, personal or confidential information accessed, disclosed, received, collected, used or compiled pursuant to this Agreement.
- 9.2 On termination of this Agreement, the Licence shall return all information provided by the City to the Licensee, or thereafter compiled or developed by the Licensee, unless the express written consent of the City is obtained.
- 9.3 The Licensee acknowledges that the City is subject to the Freedom of Information and Protection of Privacy Act of British Columbia.

10. Related Companies

- 10.1 The Licensee shall not during the term of this agreement, perform a service for or provide advice to any person, firm or corporation where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Film Coordinator, give rise to a conflict of interest between the obligations of the Licensee to the City under this Agreement and the obligations of the Licensee to such other person, firm or corporation.

11. Order to Cease

- 11.1 The Film Coordinator may order the Licensee or any of its directors, officers, employees, servants, volunteers, licensees, invitees or agents to immediately cease and desist from any activity related to Film Production Activity if, in the reasonable opinion of the Film Coordinator, that activity amounts to a breach of a bylaw or term of this Agreement or where the activity is or could be hazardous or dangerous to persons or animals or that could seriously damage property, whether within the Lands or other City property or on private property. On receiving an order under this section, the Licensee shall immediately comply or take reasonable steps to comply in accordance with further direction by the Film Coordinator, the RCMP, the Fire Chief or other official as may be indicated in the Order.
- 11.2 The City shall not be liable for any costs, expenses or damages suffered or incurred, including, without limitation, loss of profit or other costs or damages, whether direct or indirect, arising or resulting from an order under this section.

12. Termination of Agreement

- 12.1 Either party may terminate this agreement at any time upon at least two (2) weeks' written notice delivered to the Parties at the addresses shown on the first page of this agreement, or such shorter time and in such a manner as may be agreed upon by the parties.

12.2 Despite Section 13.1, if in the reasonable opinion of the Film Coordinator, the Licensee breaches a material term of this Agreement, the Film Coordinator may give notice of termination immediately and in this circumstance, if the Licensee has not remedied the described breach within 48 hours or such other suitable period in the circumstances, notice is deemed to be received and this Agreement terminated 48 hours after notice has been communicated to the Licensee by whatever means reasonable in the circumstances; and the rights and remedies of the City under this Agreement shall continue and shall not be affected by termination under this section.

13. Notices

13.1 Subject to Section 13.2, any notices or other communications required or permitted hereunder shall be sufficiently given if delivered, or if sent by prepaid regular mail, to the addresses of the parties set out on the first page of this agreement, or to such other addressees as shall have been specified by notice in writing by either party to the other. Any such notice or communication shall be deemed to have been given, if delivered, and if mailed in Canada, on the third business day after the date of mailing.

14. General

14.1 This Agreement:

- a) may be amended upon mutual agreement of the parties in writing;
- b) may not be transferred or assigned unless the prior express consent of the City in writing is obtained, which consent may be unreasonably withheld;
- c) enures to the benefit of and be binding on the parties hereto notwithstanding any rule of law or equity to the contrary;
- d) represents the entire agreement of the parties, and no representations, warranties or conditions have been made other than those expressed, implied or referred to herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City; and
- e) shall be governed by and construed in accordance with the laws of British Columbia or Canada as may be applicable.

14.2 Wherever the singular or masculine or neuter is used, the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto so require and vice versa.

14.3 Every reference to each party is deemed to include the heirs, executors, administrators, successors, assigns, employees, agents, officers and invitees of such party whenever the context so requires or allows.

14.4. If any section, subsection, paragraph, sentence, clause or phrase in this Agreement is for any reason held to be invalid by an arbitrator or court of competent jurisdiction, the invalid portion is severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

IN WITNESS WHEREOF the City and the Licensee have executed this Agreement as of the day and year first above written.

City of Richmond

Per:

_____)
Cathryn Volkering Carlile)
General Manager - Community Services)
)
)

Authorized Signatories of)
)
(print name below signature))
)
)
_____)
)
)
_____)

Schedule 1

Map of Licence Area

Appendix A

Environmentally Sensitive Areas Referred to in Section 1 (a)(ii)

Please refer to the map listed at this link:

<http://www.richmond.ca/services/planning/ocp/maps/environment1.htm>

Appendix B

Heritage Sites Referred to in Section 1 (g)

1. Britannia Heritage Shipyard
2. London Farm
3. Minoru Chapel
4. Steveston Museum and Post Office
5. Interurban Tram
6. Branscombe House
7. Terra Nova Historic Buildings

Appendix C

Code of Conduct for Cast and Crew of Licensee

1. Production vehicles shall not block, or park in, driveways without the express permission of the driveway owner.
2. Pedestrian traffic shall not be obstructed at any time. All cables and similar items shall be channeled.
3. Cast and crew shall not trespass on residents' or merchants' property. They shall remain within the boundaries of the property that has been permitted for filming.
4. No alcoholic beverages are permitted at any time on any set or location.
5. Cast and crew meals shall be confined to the area designated in the location agreement or permit. Individuals shall eat within their designated meal area, during scheduled crew meals. All trash shall be disposed of properly upon completion of the meal. All napkins, plates, and coffee cups used in the course of the workday shall be disposed of in the proper receptacles. All catering, crafts service, construction, strike and personal trash shall be removed from the location, ensuring that all locations are returned to their original condition.
6. Cast and crew shall observe designated smoking areas and always extinguish cigarettes in appropriate containers.
7. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the relevant municipal authority (existing city municipal code) or property owner.
8. Film crew shall not remove city street signs. City Staff shall do this. Contact the Film Coordinator to arrange for this service.
9. Every member of the cast and crew shall keep noise levels as low as possible at all times. Cast and crew will refrain from the use of lewd or improper language.
10. Licensee employees shall wear appropriate clothing while on location (i.e., t-shirts with offensive slogans or logos are not acceptable).

Code of Conduct for Cast and Crew (Form)

The Code of Conduct shall be attached to every filming notification which is distributed in the neighbourhood or business district in which Film Production Activity is carried on.

To the Public

If you find this production company is not adhering to this Code of Conduct, please call the City of Richmond Film Coordinator at 604-247-4659 Monday to Friday between 8:15 am and 5:00 pm, e-mail the office at mmansfield@richmond.ca or send a fax to 604-247-4940.

_____ of _____
Production Manager *Title of Production*

at _____ *telephone number*.

When filming in a neighbourhood or business district, proper notification is to be provided to each merchant or resident directly affected by filming activity (this includes parking and base camp areas). The filming notice shall include:

- Name of production company, title of production
- Production type (e.g. feature film, movie of the week, tv pilot, etc.)
- Type and duration and description of activity (i.e. times, dates and number of days, including prep and strike).
- Company contact:

Location Manager

Location Assistant

Film Production Vehicles arriving on location in or near a residential neighborhood shall not enter the area before the time stipulated in the Licence or Permit. Production vehicles shall park one by one, turning off engines as soon as possible. Cast and crew vehicles are not covered by the location-filming permit and shall observe designated parking areas noted by location managers. This shall appear on the call sheet map. Filming only takes place between 7:00 am and 11:00 pm unless local residents are surveyed and a majority have indicated that they do not object. Written approval shall be obtained where possible, with name and address noted if home owner / tenant / business owner has no objection but does not wish to sign. Moving or towing of any vehicle is prohibited without the express permission of the vehicle's owner.

BC Film Commission Code of Conduct Motion Picture Locations

General Courtesies

- Producers, cast and crew will follow the provisions of their motion picture production permit at all times.
- A copy of the permit shall be on location at all times.
- Filming only takes place during the times listed on the permit.
- Pedestrians should always be treated with courtesy and not be obstructed at any time unless stipulated in the permit. All cables and similar items are to be channelled neatly and safely.
- Producers must notify the public in writing whenever production activities may directly affect or disrupt their daily lives. The notice must include the name of the company, working title of the project, production type (e.g. feature, MOW, TV series) and a brief description of the activity. It also must include a clear account of the date and time of disruption.
- All catering, construction, strike and personal trash must be removed from the location; locations must be left in their original condition.
- Removing or cutting signs or plants from any public or private location are not allowed.

Vehicles

- Production vehicles must not arrive before the time stipulated on the permit, and should arrive one at a time, and turn their engines off as soon as possible.
- Cast and crew vehicles are not covered by the location-filming permit and must use designated parking areas only.
- Production vehicles shall not block driveways or gated access without permission.
- Vehicles shall not display signs, posters or pictures that the public may find offensive or objectionable (i.e. material containing vulgar language or sexual content).
- Crew cannot move a private vehicle to accommodate filming or parking, without permission of the owner. If a vehicle is parked in a restricted area, the appropriate authority will remove it.

Cast and Crew

- Cannot trespass on private property: they must remain within the boundaries of the property that has been permitted for filming.
- Cannot drink alcohol on public property.
- Must be served their meals, and eat, in the designated areas.
- Must follow smoking restrictions and always leave cigarettes in the appropriate containers.
- Shall keep noise as low as possible at all times and refrain from using lewd or improper language.
- Shall wear appropriate clothing – for example-T-shirts with offensive slogans are not acceptable – and comply with appropriate employee safety regulations.
- Will wear a production pass, as required.
- Will not bring guests or pets to the location, without advance permission.

Thank you honouring this Code of Conduct. Failure to comply can result in disciplinary action by the government authority, production company, union, guild or association.

Appendix D

Guidelines for Environmental Management While Filming in Environmentally-Sensitive Areas

General Requirements

- a) Filming activities will be conducted in a manner to avoid damage to the environment.
- b) There is to be no alteration to any watercourse, which includes but is not limited to City ditches without prior consent of the City of Richmond and any other applicable authorizations.
- c) The Film Production Company is responsible for ensuring that its activities are conducted in a manner which is in compliance with all applicable municipal, provincial and federal environmental legislation, including but not limited to the *Federal Fisheries Act*, and the *Provincial Environmental Management Act*.
- d) Filming activities will be conducted in a manner which is compliant with the City's Pollution Prevention and Spill-Clean-up Bylaw. There is to be no discharge of any polluting substance into any storm sewer, ditch, watercourse or on to soils.
- e) The City must be notified should hazardous materials be proposed. The City may require that the Film Production Company provide to the City a risk assessment and management strategy, as prepared by a qualified environmental professional, for managing potential risks associated with the proposed use of any hazardous materials prior to any filming activity. Any costs for this shall be the responsibility of the Film Production Company.
- f) Should damage occur, the City reserves the right to require compensation of any environmental damage to have occurred as a result of filming to the City's satisfaction. The City may require that the Film Production Company engage the services of a qualified environmental professional to prepare a suitable compensation plan which is approved by the City and any other applicable regulatory authorities. The Film Production Company will be responsible for implementing the compensation plan at no cost to the City and in accordance with any conditions of approval.

Special Area Restrictions

- a) Filming or any related activity is restricted within City designated Environmental Sensitive Areas and Riparian Management Areas. Certain areas, because of their environmental sensitivity, may be off limits to filming and film crew staging depending on the specific site and nature of the proposed activity.
- b) Any activity within a City designated Environmental Sensitive Area and/or Riparian Management Area must comply with the above general environmental requirements and to the following additional requirements.
- c) Non-essential filming activity within a City designated Environmental Sensitive Area and/or Riparian Management Area will not be permitted.
- d) There is to be no disturbance to non-invasive vegetation in City designated Environmental Sensitive Areas and/or Riparian Management Areas.

- e) Any proposed activity within a City designated Environmental Sensitive Area and/or Riparian Management Area will require that the Film Production Company submit to the Film Coordinator an environmental assessment report. This report shall be produced at the Film Production Company's expense and be approved by the City before any filming activity can take place.
- f) The environmental assessment report must:
- be prepared by a qualified environmental professional;
 - review proposed activities and identify what potential impacts may occur;
 - identify mitigation and environmental management strategies, including but not limited to on-site monitoring and reporting, which will be adhered to during the filming activity;
 - demonstrate that the activities comply with City environmental requirements (e.g., no disturbance of non-invasive vegetation, no discharge of polluting substances, no employment of non-essential activities, compliance with all applicable environmental legislation, etc.); and
 - include a determination that the activities proposed, in combination with the mitigation/management strategies, will result in a net positive impact.

END