



Filming-on-Location In the District of Squamish

What can we offer?

We can offer locations galore. The District of Squamish is over 10,000 ha. of breathtaking scenery stretching north from Britannia Beach to just before Culliton Creek. The District of Squamish encourages film productions and continues to be a film-friendly community. The District is committed to ensuring that producers and directors achieve their plans while minimizing the disruption to daily life in the community

Looks familiar?

Previous productions filmed in Squamish include TV series: Men In Trees, Blade, and X Files; films include Chaos Theory, 3000 Miles to Graceland, and Insomnia .

How can we help?

The Municipality provides filming-on-location services and co-ordination through the Administrative Services Department. We can assist you with:

- Regulation and licencing requirements, location scouting and identifying property ownership, coordinating municipal property or services requests, referral to agencies having authority and obtaining local services.

Municipal Property Requirements

All requests must be made at least 3 working days prior to commencement of filming activities. Complicated projects require additional advance notice.

Requirements for filming on municipal property include:

- Application to Film on Municipal Property
- Licence to Film on Municipal Property – filming release
- Business License (\$125 per year) (including private property, Crown Lands or Municipal property)
- General Liability Insurance- \$5,000,000 with the District of Squamish named as an additional insured
- Deposit of \$5,000 cash or certified cheque, refundable upon completion of filming, inspection and approval by the Administrative Services Department;
- Property use licence fees (varies subject to specific request and facilities intended to be utilized);
- Payment in advance of filming is required for deposit, license fees and Municipal services as estimated.
- Film crews are encouraged to follow local recycling and garbage bylaws.

All garbage and recycling must be brought in at night or stored in a bear proof container.

Wildlife Attractant Bylaw No. 2053, 2009 states that any refuse that is considered a wildlife attractant must be stored in such a manner that it is inaccessible to wildlife.

Contact:

Robin Arthurs
Director of Administrative Services
Tel: 604.815.5006

Kim Muller
Public Information Clerk
Tel: 604.815.5025

Schedule "A"

LICENSE TO FILM ON MUNICIPAL PROPERTY

BETWEEN:

**DISTRICT OF SQUAMISH
37955 2nd Avenue
P.O. Box 310
Squamish, B.C.
V8B 0A3**

(the "Municipality")

OF THE FIRST PART

AND:

(the "Company")

OF THE SECOND PART

WHEREAS:

- A. The Company has requested permission from the Municipality to enter upon lands which the Municipality possesses, (including lands which the Municipality possesses for highway purposes for the benefit of the public); and
- B. The Municipality may, by bylaw but subject to the Motor Vehicle Act, regulate the use of highways and public places for purposes other than traffic; and
- C. The Municipality has enacted Bylaw No. 1512, authorizing the use of certain highways or public places in the Municipality by the Company for the purposes of filming.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants herein contained, and the sum of One Dollars (\$1.00) now paid by the Company to the Municipality, the receipt of which is hereby acknowledged by the Municipality, the parties agree as follows:

DEFINITIONS AND INTERPRETATION

- In this Agreement, "filming" shall include videotaping, the use of still cameras and the use of any equipment necessary and incidental to the specific production process contemplated herein.
- Benefits and duties conferred by this Agreement upon the Company shall be interpreted herein as also applying to the Company's employees, cast and crew under contract to the Company, and any corporate entities contracting with the Company for the purpose of filming the production contemplated by this Agreement.
- 3. This Agreement is governed by, and is to be interpreted according to, the law in force in British Columbia.

PERMISSION TO ENTER

- The Municipality hereby grants to the Company permission to enter upon that portion of (a highway and/or) an area of the Municipality which is shown outlined in heavy black on the drawing attached as Schedule "1" hereto (the "Licence Area") for the sole purpose of filming the specific scenes and special effects described in the Application to Film on Municipal Property attached as Schedule "2" hereto.
- The Company agrees that this Agreement creates a non-exclusive contractual licence and that the licence and this Agreement do not grant any leasehold or other property interest in the Licence Area.
- The Municipality grants to the Company permission to enter in and on the Licence Area and to use the Licence Area in the manner contemplated by the application attached as Schedule "2" hereto.
- The Company may not:
 - (A) improve, alter, renovate, add to or remove from the Licence Area any building or other structure on it;
 - (B) construct or place any building, structure, or other fixture of improvement on the Licence Area;
 - (C) alter the grade or surface of the Licence Area; or
 - (D) do anything on or in respect of the Licence Area which could affect the use of the Licence Area by the Municipality before or after the term of this Agreement except in the manner specifically contemplated and agreed to by the Municipality as set out in Schedule "2" to this Agreement.
- Without limiting the generality of the foregoing, the Company must not release or introduce any pollution, contamination, waste, toxic waste or toxic substance into or onto the Licence Area or the environment or commit or permit any nuisance or waste to be committed or exist on or from the Licence Area.
- The Company may not deviate from the production specifications set out in Schedule 2 unless the Company has given the Municipality at least 48 hours notice of the proposed change, and has subsequently received the written consent of the Municipality, which written consent will then form an amended Schedule "2" and be appended hereto.

PARKING

- The Company and its employees and contractors shall not park vehicles in restricted areas, grassed areas, or fire lanes except where permission to do so is expressly granted by the Municipality. Special arrangements for parking of cast and crew vehicles are set out and attached in Schedule 2 hereto. Where such arrangements will require transport of cast and/or crew from the parking area to the Licence Area, this service will be arranged by and at the expense of the Company.
- Equipment trailers, mobile dressing rooms, catering trailers and other vehicles necessary and incidental to film production may be parked upon the Licence Area in a manner consistent with the plans set out in Schedule 2.
- All vehicles associated with the film production must bear an identification tag including the phone number of the Designated Representative of the Company, which must be displayed prominently in each vehicle.

DEPOSIT

- As security for the due and proper performance by the Company of all of the Covenants in this Agreement, the Company has deposited with the Municipality (cash or certified cheque) in the amount of \$5,000 (the "Deposit"), receipt of which is hereby acknowledged by the Municipality. The Municipality may accept a lesser amount if it is reasonably satisfied that the lesser amount is sufficient to secure the Company's obligations. This deposit shall be returned to the Company after all fees owed to the Municipality and all insurance claims have been paid and after satisfactory clean-up and restoration is made of the Licence Area. The Company agrees that the Municipality shall be at liberty to use the Deposit to pay the costs of the Municipality in making any repairs or removing any materials or debris pursuant to this agreement.

TERM OF LICENCE AND TERMINATION

- Subject to the rest of this section, the Licence is valid for the period beginning on the ____th day of _____, _____ and terminating at midnight on the ____th day of _____, _____.
- In the event that the production will be delayed, the Company shall give the Municipality 48 hours advance written notice indicating the earliest date on which production will in fact commence.
- If the Company is in breach of any term of this Agreement, the Municipality may give notice to the Company requiring the Company to cure the breach. If the Company fails to cure the breach to the reasonable satisfaction of the Municipality, or fails to immediately begin and diligently pursue steps to cure the breach to the reasonable satisfaction of the Municipality, the Municipality may terminate this Agreement by giving notice of termination to the Company. The licence giving permission to enter terminates immediately upon the giving of notice of termination of the Municipality. Termination of the Licence and the Agreement under this section does not affect any other right or remedy the Municipality may have against the Company in respect of any breach of this Agreement.

LICENCE AREA AT END OF TERM OR AFTER TERMINATION

- At the end of the term of this Agreement, or with all reasonable dispatch after the termination of this Agreement, the Company shall leave the Licence Area in a clean and safe condition and to the reasonable satisfaction of the Municipality, and in substantially the condition in which it existed at the start of the term, save and except for any alteration of the Licence Area specifically authorized by the Municipality, which alterations are set out in detail and attached as Schedule "3" hereto.
- The Company must reimburse the Municipality for any damage or loss which occurs to the Licence Area or any building or structure on it, or both, in connection with their use under this Agreement. The Municipality may repair any damage or loss so that the Land is in the condition in which it existed immediately before the damage or loss occurred, at the expense of the Company. The expense incurred by the Municipality in making any repair, plus an amount equal to 15% on account of overhead incurred by the Municipality, is a debt due and owing by the Company to be paid within fifteen days after delivery of an invoice by the Municipality.

(ACKNOWLEDGMENT OF HIGHWAY)

- The Company acknowledges and agrees that the Licence Area includes a highway and that the Municipality has limited power to authorize the private use of a highway. The Company further acknowledges and agrees that any rights granted by the Municipality to the Company herein are subject to the public's right to pass and repass over a highway and that the Municipality has full authority pursuant to this Agreement to require the removal of any encroachment upon the highway permitted herein, at any time, without notice and without compensation to the Company.

CONSTRUCTION AND MAINTENANCE

- Prior to the construction of any sets, the Company shall provide to the Municipality detailed plans and specifications showing the size and dimension of the set(s), proposed location(s), and the proposed dates of commencement and completion of construction of the set(s).
- The Company shall use all reasonable efforts to cause a minimum of obstruction and inconvenience during the construction of the set(s), and shall place and maintain such warning signs, barricades, lights or flares at or near the site of any work in progress as will give reasonable warning and protection to members of the public.

PHYSICAL SECURITY

- The Company shall be responsible for all aspects of site security that may be required during filming or preparation for filming, including, without limiting the generality of the foregoing, spectator and crowd control, protection of all sets and equipment, and warning and defence of the public from any hazards that may be associated with the site.
- Should it be necessary to engage municipal services in relation to the filming, the Company agrees to pay in advance the Municipality's estimated costs of providing such services, subject to adjustment after the services have been provided.

UTILITIES AND SERVICES

- The Company shall be responsible for arranging provision of services such as telephone, running water, heat and electricity.

RELOCATION

- If the Municipality or a third party requires access to any part of the Licence Area for municipal or emergency purposes during the duration of filming as contemplated by this Agreement, which access can not reasonably be postponed until filming is complete, the Company shall with all reasonable dispatch remove or relocate the set and/or any equipment necessary for the Municipality to access to the area in question, at the sole expense of the Company.

INDEMNIFICATION

- The Company shall indemnify and save harmless the Municipality, its officers, employees, elected and appointed officials, contractors and agents from and against all actions, proceedings, claims and demands by any person and shall reimburse the Municipality for all damages and expenses caused or contributed to by the negligence or other default of the Company, its servants or agents in respect of anything done pursuant to or ostensibly pursuant to this Agreement.
- This section and the indemnity it creates survive termination of the licence and this Agreement.

INSURANCE

- At its expense the Company must maintain during the term of this Agreement comprehensive general liability insurance in an amount not less than \$5,000,000, under which the Municipality is named as an additional insured. The Municipality reserves the right to set an appropriate amount of liability. Cross Liability Endorsement must be included in the insurance provisions. The Company must deliver to the Municipality proof of the insurance satisfactory to the Municipality upon execution of this Agreement.

DISPUTE RESOLUTION

- If the Company and the Municipality cannot resolve a dispute arising under this Agreement within 30 days after it arises, the dispute must be referred to arbitration by a single arbitrator appointed and acting under the *Commercial Arbitration Act* (British Columbia).

NOTICE

- Any notice required or allowed to be given under this Agreement shall be deemed to have been given to the party to whom it is addressed if it is mailed in British Columbia, in a prepaid registered envelope addressed respectively as follows:

(A) if given to the Municipality:

DISTRICT OF SQUAMISH
 37955 Second Avenue
 P.O. Box 310
 Squamish, B.C.
 V8B 0A3
 Attention: Director of Administrative Services

(B) if given to the Company:

and any notice, demand or request so given shall be deemed to have been received and given three days after the date of mailing thereof. Alternatively, any notice under this Agreement may be delivered by hand to the foregoing addresses and shall be deemed to be received upon the day of delivery.

ASSIGNMENT

- This Company may not assign this Agreement except with the express written approval of the Municipality.

ENUREMENT

- This Agreement shall endure to the benefit of and be binding on the parties hereto and their respective successors and assigns.

WAIVER

- An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

SEVERANCE

- If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

ACCREDITATION

- Notwithstanding that the Municipality shall have no copyright interest in any photography or recording made pursuant to this agreement, and notwithstanding that the Company shall not be obliged to make use of any photography or recordings made pursuant to this Agreement, the Company agrees that if such photography or recordings are used in final production, the location shall be identified in the final credits (if any) with the phrase: Filmed in the Sea to Sky Corridor, British Columbia.

DESIGNATED REPRESENTATIVE

- The Company shall appoint a Designated Representative who will be responsible for all activities related to filming, will be on site during the duration of filming, and who will be responsible for ensuring that all cast and crew are informed of and abide by the terms of this Agreement and all the policies and bylaws of the Municipality. The name of the Designated Representative and a 24 hour contact number for him or her shall be provided in the application attached as Schedule "2" hereto.

TERMINATION OF OTHER AGREEMENTS

- This Agreement terminates and supersedes all other agreements and arrangements between the Company and the Municipality regarding its subject.

The District of Squamish by its duly authorized signatories:

Mayor

Director of Administrative Services

_____ by its duly authorized signatories:

SCHEDULE 1

Map with Licence Area outlined in heavy black.

SCHEDULE 3

Any permanent or semi-permanent alterations of the Licence Area which may result from filming and which the Municipality has approved, including damage to or removal of trees or other flora, construction of buildings or other structures, any damage that may be sustained from stunts, explosions or other special effects, etc.

Any damage or alteration to the Licence Area not specifically contemplated in this Schedule shall be restored in accordance with Clause 17 of this Agreement.



Phone 604-815-4961 Fax 604-815-5013
SCHEDULE "B"(2)
BUSINESS LICENCE BYLAW NO. 651, 1978

The information on this application is collected in order to process your Business Licence. If you have any questions about the collection and use of this information, please contact the Information & Privacy Coordinator, Municipal Hall at 604-815-5006

The undersigned hereby applies for a licence under the above Bylaw of the District of Squamish for the carrying on of the business of:

PROVIDE A FULL DESCRIPTION OF THE BUSINESS, INCLUDING DISTINCTIVE LINES OF GOODS, NUMBER OF EMPLOYEES, SQUARE METERS OF BUSINESS PREMISES, ETC.)

Four horizontal lines for business description.

NAME OF BUSINESS OR FIRM: _____

CIVIC: _____

LEGAL DESCRIPTION: LOT ____ BLOCK ____ D.L. ____ PLAN ____

MAILING: _____

PHONE NO.: _____ FAX NO.: _____ CELL NO.: _____

E-MAIL: _____ WEBSITE: _____

NAME OF APPLICANT/S: _____ NAME OF OWNER/S: _____

PHONE NO.: _____ FAX NO.: _____ CELL NO.: _____

PROOF OF IDENTIFICATION: PLEASE CHECK: DRIVERS LICENCE () BC ID () OTHER () #

CIVIC: _____

MAILING: _____

DATED THIS _____ DAY OF _____, 2009

APPLICANTS FULL NAME (PRINT)

SIGNATURE OF APPLICANT

LANDOWNERS FULL NAME (PRINT)

SIGNATURE OF LANDOWNER

GROUP: _____ FEE: _____ LICENCE #: _____

