

**STEVESTON HARBOUR AUTHORITY
OPERATIONS DIRECTIVE # 14
FILMING PROCEDURES**

I. INTRODUCTION

A. PURPOSE

To ensure that all commercial filming at areas managed by the Steveston Harbour Authority is carried out in a safe and efficient manner and that the disruption to harbour users is as minimal as possible.

B. APPLICATION

This directive applies to all commercial filming companies wishing to film on SHA property and all SHA staff.

II. PROCEDURES

A. FILMING LICENSE APPLICATION

1. Each applicant must complete a Filming License Application (see appendix A) which is to be returned to the SHA at least ten (10) days prior to the initial day the facilities are to be utilized.
2. Each applicant must adhere to all required municipal bylaws and agreements.
3. Once returned to the SHA, the complete license application will either be approved or rejected by the General Manager or his delegate (typically the Operations Supervisor).
4. If approved, the original signed license must be kept in the filming file for the year it was issued and a copy will be given to the Applicant.
5. Rates for commercial filming will be established by the Operations Supervisor on a case by case basis and will be dependent on the following criteria:
 - a. Magnitude of the project (including manpower and equipment).
 - b. Degree of risk involved.
 - c. Projected level of disruption / inconvenience caused to the operation of the harbour or to harbour users.
 - d. Time of year (in relation to the activities of the commercial fishing fleet.)
 - e. Duration of the filming project.

6. Full payment must be provided to the SHA prior to the commencement of the shoot. If for any reason this is not possible or practical, SHA may concede to receive payment on a mutually agreed upon schedule, but in any case, not more than ten days after filming has concluded. Should the Licensee, in the opinion of the SHA, breach any provision or condition of the license, Licensee shall be given written notice of such and have a period of 24 hours to correct such breach to the satisfaction of the SHA. Should the Licensee fail to correct such a breach within the 24 hour period given, SHA may cancel this license.

B. INSURANCE

1. Each film company must provide the SHA with proof of comprehensive general liability insurance (or protection & indemnity insurance if vessels are used, unless the comprehensive general liability policy does not have a watercraft exclusion) in a form and with insurers acceptable to the SHA in an amount not less than \$5,000,000.00 (five million Canadian dollars) or other such amount as required by the General Manager.
2. Proof of insurance must be provided prior to the initial day that the facilities are to be used.
3. The insurance policy must name the Steveston Harbour Authority as an additional insured.

C. SPECIAL EFFECTS OR STUNTS

When the film company's request includes a proposal to film special effects or stunts which, in the opinion of the SHA, could cause significant risk to harbour property, harbour users or the public, the film company must obtain prior written permission from the General Manager or his or her delegate and agree to post a bond to the satisfaction of the General Manager and in a form acceptable to the Harbour Authority's lawyer.

Approved by the Board of Directors on December 10, 2014.

Board Chairman
Steveston Harbour Authority

General Manager
Steveston Harbour Authority

Appendix A

Steveston Harbour Authority

Filming License Application

Name of Licensee: _____
(The "Licensee")

Address: _____

Contact Name: _____

Telephone: _____ **Fax / email:** _____

THIS LICENSE BETWEEN:

THE **STEVESTON HARBOUR AUTHORITY**, (the "Licensor")
12740 Trites Road
Richmond, BC V7E 3R8
Ph: 604-272-5539 Fax: 604-271-6142

AND

_____ (The "Licensee")

who has inspected the Facility managed by the Licensor and finds it suitable, hereby applies and requests the Licensor to provide the privilege to the Licensee to:

at a rate and under the conditions set out herein:

1. TERM

The License granted herein shall commence at _____
hours, on (day) _____, (date) _____,
(month) _____, 20____ and shall last for a period
of _____ hours thereafter to be fully complete and ended by
_____ hours, on (day) _____
(date) _____, (month) _____, 20_____.

2. FEE

The Licensee shall pay the Licensor the sum of _____
dollars, (\$_____) per calendar day or portion thereof (plus
applicable taxes) from the beginning of setup to completion of cleanup,
payable in advance for use of the requested facilities for filming. Rates for
commercial filming will be established by the General Manager or his
delegate.

3. LOCATION

This license is for the privilege to occupy the portion(s) of property known as
“ _____”
in order to film a scene.

4. REFERENCES

Please include the names and phone numbers of three (3) trade references
below.

1. Name _____ Phone _____

2. Name _____ Phone _____

3. Name _____ Phone _____

5. ASSIGNMENT

The Licensee shall not assign or transfer this license or any of the privileges granted hereunder. Notwithstanding the foregoing, Licensee may make such an assignment to its parent, subsidiary, affiliated or related companies or to any other company that may acquire all or substantially all of Licensee's assets and Licensee shall be permitted to freely assign the photographs and sound recordings made hereunder and the Production in the normal course of business.

6. ACCESS

The employees, agents and nominees of the Steveston Harbour Authority shall, at all times and for all purposes have full and free access to the area(s) used by the Licensee pursuant to this License.

Any keys issued to the Licensee must be returned to the SHA main office or on-duty Operations Patrol personnel when the filming is complete and the site is returned to its original clean condition.

All harbour users must have full access to their vessel(s) / equipment, reasonable delays due to active filming notwithstanding.

7. CONDITIONS

1. The event shall not unreasonably impede the operation of the harbour in any way, nor interfere with harbour users or tenants.
2. The Licensee will supply all labour, material and power supplies needed to effectively complete the filming.
3. Steveston Harbour Authority will provide a liaison for the duration of all filming on site at the Licensee's expense. The Licensee will provide a contact person to enable direct contact with the SHA liaison for the duration of the filming.
4. The Licensee agrees to absolve the Licensor for any and all claims for damage to persons or property which may result from the Licensee's use of the property under this license unless caused by the negligence or intentional misconduct of SHA or its agents.
5. The Licensee agrees to incur the actual, verifiable and reasonable costs to repair any damage to harbour property, wharves and structures to the extent that any such damage is caused by the Licensee and such shall be repaired to the reasonable satisfaction of the SHA.
6. Upon termination of the filming, the Licensee will provide any equipment and / or manpower necessary to restore the property to the condition and cleanliness in which it was found before the filming

began, reasonable wear and tear excepted. This includes the ordering, positioning and disposal of garbage bins and sanitary stations which may be required by filming staff and their guests.

7. All vehicles and equipment belonging to those directly involved with the filming must be clearly identified as such. Equipment must be tagged with the individual's or organization's name and vehicles must have notes on their dash identifying them as part of the filming.
8. If the Licensee plans on carrying out any stunts or special effects, a Stunts or Special Effects Application (appendix B) must be completed for each planned stunt or special effect.

8. LIABILITY

The Steveston Harbour Authority shall not be under any liability to

_____ (The "Licensee"), its members,

employees or guests, either in contract or in tort or otherwise to the extent that any such liabilities are due to the acts or omissions of the Licensee, its members, employees or guests, excluding anything in connection with the negligence or willful misconduct of the Steveston Harbour Authority, its members, employees or guests or any breach of contract by the Steveston Harbour Authority. The certificates of insurance in effect are attached.

9. FILMING RIGHTS

The Steveston Harbour Authority acknowledges that it shall have no interest of any kind in the photographs and sound recordings made by the licensee on the property or resulting therefrom, including, but not limited to, sound or photographic recordings. (the "Recordings") shall be and remain the sole and exclusive property of the Licensee. Such rights shall include, without limitation, the perpetual and irrevocable right and license to use and re-use said Recordings in connection with the Production and any audio-visual productions as Licensee may elect and in connection with advertising, publicizing, exhibiting, merchandising, distributing and exploiting such audio-visual productions in any matter whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither the Steveston Harbour Authority nor any other party now or hereafter claiming an interest in the property and/or through the Steveston Harbour Authority shall have any right of action against the Licensee of any other party arising from or based upon any use or exploitation of such Recordings. Licensee shall not be obligated to make any actual use of any Recordings in the Production or otherwise. The Steveston Harbour Authority further acknowledges it will not stop or enjoin the broadcast or distribution of the above. The foregoing shall survive any termination, cancellation or expiration of this Agreement.

The right and privilege hereby granted is subject to the conditions outlined above and in the attached appendices. Upon breach of the terms and conditions set out in this document and failure to cure such breach after prior written notice and reasonable opportunity to cure, this license is subject to immediate cancellation by the General Manager or appointed delegate.

IN WITNESS WHEREOF the parties hereto have executed this application and license on the date set out below.

Signature of Licensee

Date

Per:

Steveston Harbour Authority

Date

In the event of an emergency, the following representative of the SHA is to be contacted immediately:

Primary contact person: _____

Contact Number(s): _____