

# DISTRICT OF SQUAMISH FILMING LICENCE

THIS LICENCE dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BETWEEN:

**DISTRICT OF SQUAMISH**

PO Box 310  
37955 2nd Avenue  
Squamish, BC V8B 0A3

(the "District")

AND:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(the "Licensee")

**WHEREAS:**

- A. The Licensee has requested the District's permission to carry out Filming on lands, buildings or structures that are owned, operated, possessed or otherwise controlled by the District; and
- B. The District has agreed to permit the Licensee to carry out such Filming, subject to the terms and conditions set out in this Licence.

**NOW THEREFORE** the District and the Licensee agree as follows:

**1.0 DEFINITIONS**

1.1 In this Licence:

- a) **"Contaminants"** means any explosives, radioactive materials, asbestos materials, urea formaldehyde, chlorobiphenyls, hydrocarbon contaminants, underground tanks, pollutants, contaminants, hazardous, corrosive or toxic substances, special waste or waste of any kind or any other substance the storage, manufacture, disposal, treatment, generation, use, transport, remediation or release into the environment of which is prohibited, controlled, regulated or licensed under Environmental Laws;
- b) **"Environmental Laws"** means any and all statutes, laws, regulations, orders, bylaws, permits and other lawful requirements of any federal, provincial, municipal or other governmental authority having jurisdiction over District Lands and the Licence Area now or in the future with respect to the environment, health or occupational health and safety, together with any related guidelines, policies and standards that may be adopted by any of those governmental authorities from time to time;
- c) **"Filming"** includes all preparation work, set decoration, lighting, Filming, photography, sound recording, use of equipment necessary and incidental to the specific production process contemplated in this Licence and subsequent site clean-up;
- d) **"Licence Area"** means those lands, buildings or structures that are owned, operated, possessed or otherwise controlled by the District, as shown outlined in bold on the attached Schedule "A"; and
- e) **"Animal Attractant"** means any substance or material, with or without an odour, which attracts or is likely to attract animals; and without limitation includes food or other edible products, whether intended for humans, animals, or birds, grease, oil, antifreeze, paint, petroleum products, and compost other than grass clippings, leaves or branches
- f) **"Term"** means the period commencing on \_\_\_\_\_, \_\_\_\_\_ and terminating on \_\_\_\_\_, \_\_\_\_\_ unless terminated earlier in accordance with this Licence.

## **2.0 PERMISSION TO ENTER, OCCUPY AND USE**

- 2.1 Subject to the Licensee's compliance with the terms and conditions of this Licence, the District hereby grants to the Licensee a non-exclusive licence to enter, occupy and use the Licence Area during the Term for the sole purpose of Filming in accordance with the Filming Description and Schedule.
- 2.2 The Licensee may delay Filming or otherwise deviate from the specifications set out in Filming Description and Schedule if:
- a) the Licensee provides the District with a written request at least 48 hours in advance; and
  - b) the District agrees in writing to such request.
- 2.3 This Licence does not grant the Licensee any leasehold or other property interest in the Licence Area.
- 2.4 Except as set out in the attached Schedule "B" and subject to providing the District with detailed plans and specifications, the Licensee may not:
- a) construct, place, improve, alter, renovate, add to, move or remove any building, structure or fixture on, in, under or over the Licence Area;
  - b) alter the grade or surface of the Licence Area; or
  - c) do anything on or in respect of the Licence Area that could affect the District's future use of the Licence Area.

## **3.0 PARKING**

- 3.1 The Licensee and its employees and contractors:
- a) must not park vehicles in restricted areas, grassed areas or within fire lanes without the District's advance written consent;
  - b) may park vehicles in the locations identified on the attached Schedule "A", subject to any Special Terms and Conditions set out in the attached Schedule "C"; and
  - c) must ensure that each vehicle prominently displays identification that includes the Licensee's name and contact information, including telephone number.
- 3.2 The Licensee is responsible for arranging and paying for any transportation that may be necessary to and from any permitted parking area that is outside the Licence Area.

## **4.0 AS IS/WHERE IS**

- 4.1 The Licensee accepts the Licence Area "as is" and acknowledges that:
- a) it has had the opportunity to undertake such inspections, tests and surveys of the Licence Area as it considers necessary;
  - b) the District has made no representations or warranties respecting the Licence Area; and
  - c) by entering into this Licence, it is satisfied that the Licence Area is suitable for its purposes.

## **5.0 LICENSEE OBLIGATIONS**

- 5.1 The Licensee must:
- a) comply with all applicable federal, provincial, District and other government statutes, regulations, bylaws, rules, orders and instructions including, but not limited to, occupational health and safety, workers' compensation, employment practices and standards and Environmental Laws;
  - b) not use or permit any Contaminants to be used, stored, manufactured, disposed of, discharged, treated, generated, transported, introduced or released into or onto:
    - (i) the Licence Area; or
    - (ii) the sewer systems, storm drains or surface drainage facilities on District lands;
  - c) not use or permit the use within the Licence Area of any herbicide, pesticide or other chemical or petroleum product even if such products do not fall within the definition of "Contaminant";

- d) The District of Squamish Wildlife Attractant Bylaw No. 2053, 2009, and any amendments or replacements thereto, states that any refuse that is considered an Animal Attractant must be stored in such a manner that it is inaccessible to wildlife. Failure to do so may result in a fine. This means that all catering refuse must be stored within a bear resistant container and all refuse containers used on site must be bear resistant and secured at all times
- e) not commit or permit waste or destruction of the Licence Area;
- f) not commit or permit any act or thing that is or would constitute a nuisance to the owners, occupiers and residents of any other premises adjoining or in the vicinity of the Licence Area or to the public generally;
- g) promptly pay and cause the discharge of any and all liens arising out of any construction or services done or permitted to be done by the Licensee under this Licence; and
- h) abide by any additional terms and conditions set out in the attached Schedule "B".

5.2 The Licensee is responsible for all aspects of security for the Licence Area that may be required during Filming

## 6.0 **FILMING RIGHTS**

6.1 The Licensee must obtain written consent to film any images or property belonging to any Licence Area neighbours, tenants or occupants that may be subject to trademark or copyright.

6.2 All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made under this Licence or in connection with use of the Licence Area by the Licensee will be and will remain the sole and exclusive property of the Licensee, including, without limitation, copyright and the perpetual and irrevocable right and licence to use and re- use the still or motion pictures and sound recordings in connection with any motion pictures as the Licensee may elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such still or motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity.

## 7.0 **DEPOSIT**

7.1 As security for the due and proper performance by the Licensee of all of the covenants in this Licence, the Licensee must deposit with the District, by cash or certified cheque, \$\_\_\_\_\_ (the "**Deposit**"). The District will return the Deposit to the Licensee at the end of the Term subject to the Licensee fulfilling all of its obligations under this Licence, including the payment of all fees and costs and the repair, remedy and restoration of the Licence Area. The Licensee agrees that the District will be at liberty to use the Deposit to pay any fees or costs that may be owing by the Licensee to the District under this Licence.

## 8.0 **FEES AND COSTS**

8.1 The Licensee covenants and agrees to pay all costs and expenses of any kind whatsoever associated with and payable in respect of the Licensee's use of the Licence Area, including without limitation, all taxes, levies, charges and assessments, if any, permit and licence fees, repair and maintenance costs, administration and service fees, telephone, electrical, gas, water, sewage disposal and other utility charges and payments for work and materials.

8.2 The Licensee must:

- a) pay the District a fee of \$\_\_\_\_\_ as consideration for this Licence; and
- b) reimburse the District for all direct costs incurred by the District for the use of District services in connection with their use under this Licence.

8.3 If the Licensee requires any municipal services in relation to the Filming, the Licensee must pay, in advance, the District's estimated costs of providing such services, including water, sewer, traffic, electrical, engineering, garbage, recycling, police and fire and rescue and any other required District services, subject to adjustment after the services have been provided.

## **9.0 DISTRICT'S RIGHT TO PERFORM**

- 9.1 If the Licensee does something (or fails to do something) in breach of this License and
- a) the Licensee fails to remedy the breach within five (5) business days after receiving written notice from the District to remedy; or
  - b) immediately, in the event of an emergency, as determined in the sole discretion of the District,

then, in addition to any other right or remedy it may have, the District may, but is not obligated, do all things necessary to remedy the breach including, but not limited to, repairing any damage or loss so that the Licence Area is in the condition in which it existed immediately before the damage or loss occurred and the the Licensee must immediately reimburse the District for all costs, charges and expenses that the District incurs as a result.

## **10.0 RELOCATION**

- 10.1 If the District or a third party requires access to any part of the Licence Area for municipal or emergency purposes during the Term and if such access cannot reasonably be postponed until the Licensee's Filming is complete, the Licensee will with all reasonable dispatch accommodate the District or third party's access requirements including, but not limited to, removing or relocating the Licensee's sets, equipment and other chattels and improvements, in whole or in part, from the Licence Area at the sole expense of the Licensee.

## **11.0 TERMINATION**

- 11.1 If the Licensee:
- a) is in breach of any term of this Licence;
  - b) becomes insolvent, makes an assignment for the general benefit of its creditors, commits an act that entitles a person to take action under the Bankruptcy and Insolvency Act, voluntarily enters into an arrangement with its creditors or has a liquidator appointed

the District may give notice to the Licensee requiring the Licensee to cure the breach and if the Licensee fails, neglects or refuses to cure the breach to the reasonable satisfaction of the District or commence to fails, neglects or refuses to remedy the breach within one (1) days of receipt of notice of default, then the District may, in addition to and without prejudice to any other remedy available to it, terminate this Licence immediately with no further notice.

- 11.2 At the end of the Term, the Licensee must at its sole cost and expense immediately and to the satisfaction of the District:
- a) repair, remedy and restore any damage to or unsafe conditions within the Licence Area arising from or connected with the Licensee's use of the Licence Area;
  - b) peaceably surrender and yield the Licence Area to the District in substantially the condition it was at the commencement of the Term, save and except for any alteration of the Licence Area specifically authorized by the District in writing, including free from any and all Contaminants brought onto, deposited onto or created on the Licence Area by the Licensee, its directors, officers, employees, volunteers, agents, contractors or invitees or resulting from the use, occupation of, or exercise of the Licensee's rights to the Licence Area under this Licence.
- 11.3 The Licensee will not be entitled to compensation for any loss, damage or disturbance resulting in any way from the termination of this Licence.

## **12.0 INSURANCE**

- 12.1 The Licensee will obtain and maintain during the Term comprehensive general liability insurance against claims for personal injury, death or property damage arising out of any one occurrence with respect to the Licensee's occupation and use of the Licence Area (including with respect to any stunt or special effect

activities) in an amount not less than \$5,000,000. The Licensee will provide proof of such insurance to the District as and when requested.

- 12.2 All insurance policies required under this Licence must:
- a) require the insurer not to cancel or change the insurance without first giving the Licensee and the District thirty (30) days prior written notice;
  - b) name the District as an additional insured;
  - c) be primary; and
  - d) afford protection to the District in respect of cross-liability.

### **13.0 INDEMNIFICATION AND RELEASE**

- 13.1 The Licensee will indemnify the District, its elected officials, officers, employees, agents, invitees, successors and assigns (**the "Indemnified Parties"**) and save them harmless from and against any and all claims, demands, actions, causes of action, damages, losses, costs, liabilities and expenses, including reasonable professional fees and costs incurred in defending any of the foregoing ("Losses"), arising out of or related to personal injury, property damage or death arising from the breach of this Licence by the Licensee or arising from or in any way connected to Filming or otherwise to the Licensee's occupation or use of the Licence Area, except to the extent that such Losses were caused by the gross negligence or willful misconduct of the any of the Indemnified Parties.
- 13.2 The Licensee's obligation to indemnify the District under this Licence will survive the expiry or termination of the Licence.
- 13.3 The Licensee will release and discharge the Indemnified Parties from any and all Losses which the Licensee and any of the Licensee's directors, officers, employees, volunteers, agents, contractors or invitees may have against the Indemnified Parties with respect to the Licence Area, except to the proportionate extent that such Losses were caused by the gross negligence or willful misconduct of the Indemnified Parties or any of them.

### **14.0 DISPUTE RESOLUTION**

- 14.1 If the Licensee and the District cannot resolve a dispute arising under this Licence within 30 days after it arises, the dispute may be referred to arbitration by a single arbitrator appointed and acting under the *Commercial Arbitration Act* (British Columbia). The District's only remedies for a breach by the Licensee of any of the Licensee's obligations hereunder shall be to terminate this Licence and the Licensee's licence granted hereunder in accordance with Section 11.1 or commence an action at law for damages, it being agreed that in no event shall the District, or any other party now or hereafter having an interest in the Licence Area, seek or be entitled to injunctive or other equitable relief for breach by the Licensee of any of its obligations under this Licence.

### **15.0 DESIGNATED REPRESENTATIVE**

- 15.1 The Licensee must appoint a designated representative who will be on site at the Licence Area for 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 Licence. Upon execution of this Licence, the Licensee must provide the District with the name and contact number(s) for such designated representative.

### **16.0 NOTICES**

- 16.1 Unless otherwise provided, any notice, request, direction or other communication required under this Licence must be in writing and either delivered personally, sent by registered mail, confirmed fax or confirmed email as follows:

a) to the District:

District of Squamish  
PO Box 310  
37955 2nd Avenue  
Squamish, BC V8B 0A3

Fax: 604-815-5043  
Email: film@squamish.ca  
Attention: Film & Events Department

b) to the Licensee:

Email:  
Attention:

or to such other address, fax number or email address as one party may communicate in writing to the other from time to time.

- 16.2 Any notice, request, direction or other communication given by one party will be deemed to have been received by the other party:
- a) if personally delivered, one business day after the date it was delivered;
  - b) if sent by registered mail, on the fifth day after it was mailed; and/or
  - c) if sent by fax or email, one business day after the date that receipt of such fax or email was confirmed.

- 16.3 During an actual or anticipated postal disruption or stoppage, the parties agree not to use registered mail as a means of communicating under this Licence.

#### **17.0 WAIVER**

- 17.1 No action or failure to act by the District will:
- a) constitute a waiver of any right or duty under the Licence or constitute an approval or acquiescence in any breach of this Licence, except as the District may specifically agree in writing; or
  - b) be interpreted or deemed to be a waiver of any subsequent breach of this Licence.

#### **18.0 ASSIGNMENT**

- 18.1 The Licensee may not assign, sublicense or otherwise transfer this Licence except with the express written approval of the District, which approval may be arbitrarily refused. Notwithstanding the foregoing, the Licensee may assign its rights set forth in Section 6 of this Licence and no such approval is required.

#### **19.0 INTERPRETATION**

- 19.1 In the event of a conflict between the provisions of this Licence and any of the attached Schedules, the Schedule will govern and take precedence over the body of the Licence.
- 19.2 This Licence may not be modified except by subsequent written agreement.
- 19.3 Words in the singular mean and include the plural and vice versa.

- 19.4 Words in the masculine mean and include the feminine or corporations where the context or the parties require.
- 19.5 Headings have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Licence or any provision of it.
- 19.6 This Licence, including attached Schedules, forms the entire agreement between the parties and supersedes all prior agreements between the parties with respect to Filming and the use of the Licence Area.
- 19.7 Benefits, obligations and duties conferred by this Licence upon the Licensee also apply to the Licensee's directors, officers, employees, cast, crew, volunteers, agents, contractors and invitees.
- 19.8 If any part of this Licence is found to be illegal or unenforceable, that part will be considered separate and the remaining parts will be enforceable to the fullest extent permitted by law.
- 19.9 This Licence ensures to the benefit of and binds the parties and their respective successors, heirs and permitted assigns.
- 19.10 This Licence will be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**20.0 ACCEPTANCE AND EXECUTION**

- 20.1 The parties may execute this Licence in counterparts and when the counterparts have been executed by the parties, each executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the parties.

**IN WITNESS WHEREOF** the authorized signatories of the parties have executed this Licence as of the day and year first above written.

**District of Squamish by its authorized signatories:**

\_\_\_\_\_  
Neil Plumb, Manager of Real Estate

\_\_\_\_\_ **by its authorized signatories:**

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Name:

Title:

**Schedule "A"**

**Licence Area**

(show parking areas as well as licence area)

## **Schedule "B"**

### **Permitted Construction and Alterations to Licence Area**

(Any permanent or semi-permanent alterations of the Licence Area which may result from Filming and which the District 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.)

**Schedule "C"**

**Special Terms and Conditions**