



Filming Regulation Bylaw  
**5750-2018**

**THE FOLLOWING DOCUMENT HAS BEEN REPRODUCED FOR CONVENIENCE ONLY** and is a consolidation of " Filming Regulation Bylaw 5750-2018" with the following amending bylaws:

<b>Bylaw Number</b>	<b>Date Adopted</b>	<b>Section Amended</b>
5998-2020 (a general fees and charges amending bylaw)	December 7, 2020	Schedule D

Individual copies of any of the above bylaws are available from the Administration Department of the District of Mission. For legal purposes, copies of the original bylaws should be obtained.

## **DISTRICT OF MISSION**

### **FILMING REGULATION BYLAW 5750-2018**

WHEREAS, it is deemed desirable to regulate Film Production activities within the District of Mission to protect the well-being of residents and to regulate businesses as provided for by sections 8(3)(h) and 8(6) of the *Community Charter*;

AND WHEREAS, section 194 of the *Community Charter* provides that Council may impose fees in respect of the use of municipal property and the exercise of authority to regulate;

AND WHEREAS, section 154 of the *Community Charter* authorizes Council to delegate its powers, duties and functions to its officers or employees;

NOW THEREFORE, the Council of the District, in an open meeting assembled enacts as follows:

#### **1.0 TITLE**

1.1 This bylaw may be cited as the "District of Mission Filming Regulation Bylaw 5750-2018" (the "Bylaw").

#### **2.0 INTERPRETATION**

2.1 In this Bylaw, unless the context otherwise requires:

- (a) "Affect the Use of District Property" means Film Production occurring on or near District Property that will impact the use of the District Property by members of the public that are not involved with the Film Production;
- (b) "Commercial" means an advertisement that is intended for widespread distribution, screening or showing;
- (c) "District" means the Corporation of the District of Mission;
- (d) "District Property" means real or personal property, facilities or equipment owned, held by, leased, or in the possession of the District, including, without limitation, lands, roads, sidewalks, boulevards, parks, squares, buildings and vehicles;
- (e) "Film Official" means the Director of Engineering and Public Works, the Corporate Officer, the Deputy Corporate Officer, Director of Forestry, Director of Parks, Recreation and Culture, Manager of Tourism or the Economic Development Officer;

- (f) "Film Permit" means a permit issued under this Bylaw granting permission in writing by the Film Official to an applicant to carry out Film Production activities regulated by this Bylaw;
- (g) "Film Production" means the photographing, filming creation and production of a Commercial or Motion Picture and includes all preparation activities, set up, dismantling, removal or restoration activities in connection with the Film Production;
- (h) "Film Production Guidelines" means the guidelines for Film Production established by the Film Official and attached to this Bylaw as Schedule "B";
- (i) "Licence of Use" means an agreement entered into between the applicant for Film Production and the District for the use of District Property in Film Production activities and in the form attached as Schedule "C" to this Bylaw; and
- (j) "Motion Picture" means a photoplay, film, television show, movie or other audiovisual work produced by recording photographic images with cameras, or by creating images using animation techniques or visual effects, preserved on a recording medium and capable of being viewed with or without sound, but excludes a photoplay, film, movie or other audiovisual work produced exclusively for personal and private consumption, including on social media.

### **3.0 FILM PERMIT**

- 3.1 Any person proposing to carry out Film Production in the District or to use or Affect the Use of District Property for the purpose of Film Production must apply for and be granted a valid Film Permit issued by the Film Official.
- 3.2 A person who applies for a Film Permit must do so in writing to the Film Official using the form attached as Schedule "A" to this Bylaw.
- 3.3 A Film Official is delegated the authority to approve and execute the application for a Film Permit and to approve, execute, add special conditions and issue the Film Permit, where the Film Permit application has met the requirements of the Film Production Guidelines.
- 3.4 A person who is issued a Film Permit must comply with the requirements in the Film Production Guidelines.
- 3.5 Where an application for a Film Permit is for Film Production intended to take place on fee simple District Property, a Licence of Use is required in the form attached as Schedule "C" to this Bylaw. For clarity, a Licence of Use is not required where Film Production will occur entirely on District owned roads and where a Temporary Street Use Permit is required as per the District of Mission Traffic Regulation Bylaw 1698-1987".

- 3.6 The Film Official is delegated the authority to issue a Licence of Use for Film Production to be carried out on District Property, provided the Licence of Use fee paid to the District does not exceed fifteen thousand dollars (\$15,000.00).
- 3.7 A person making an Application for a Film Permit for Film Production on District Property or where District staff and resources are required must pay to the District a refundable security deposit of five thousand dollars (\$5,000) per Film Permit unless the Film Permit fee paid is the Discounted fee as per Schedule D of this Bylaw in which case no security is required to be paid.
- 3.8 A person who is issued a Film Permit must comply with the requirements of this Bylaw, or any other bylaw of the District which applies to the Film Production activities and in carrying out the Film Production activities, must comply with all applicable statutes, regulations, rules, codes, and all orders of federal, provincial or municipal authority having jurisdiction.
- 3.9 The District may use the security in 3.7 or any portion of it where, in the opinion of the Film Official, the holder of a Film Permit has contravened a provision of this Bylaw or any term or condition of a Film Permit and use it to pay for any associated legal costs, any outstanding repair required to be made by the District to public property as a result of the actions of the holder of a Film Permit and any outstanding charges to the holder of a Film Permit to cover the costs of District staff or equipment.

#### **4.0 FEES**

- 4.1 A Film Permit applicant must pay to the District, Film Permit fees as established in Schedule "D" attached and forming part of this Bylaw.
- 4.2 Film Permit fees must be submitted to the District at the time an application for a Film Permit is submitted to the District.

#### **5.0 ENFORCEMENT AND PENALTY**

- 5.1 The Film Official may suspend or cancel a Film Permit where the Film Permit holder has failed to comply with the terms and conditions of the Film Permit or provisions of this Bylaw.
- 5.2 A person who contravenes, violates or fails to comply with any provision of this Bylaw, or who suffers or permits any act or thing to be done in contravention or violation of this Bylaw, or who fails to do anything required by this Bylaw, commits an offence and shall be liable upon conviction to a fine of not more than ten thousand dollars (\$10,000.00) and not less than two hundred dollars (\$200.00), the cost of prosecution and any other penalty or order imposed pursuant to the *Community Charter*, S.B.C. 2003, c.26 or the *Offence Act*, R.S.B.C. 1996, c.338. Each day that an offence against the Bylaw continues or exists shall be deemed to be a separate and distinct offence.

## **6.0 SEVERABILITY**

6.1 Any part, section, subsection, clause or subclause of this Bylaw is, for any reason held to be invalid by the court of competent jurisdiction, such decision does not affect the validity of the remaining portions of this Bylaw.

READ A FIRST TIME this 3<sup>rd</sup> day of December, 2018

READ A SECOND TIME this 3<sup>rd</sup> day of December, 2018

READ A THIRD TIME this 3<sup>rd</sup> day of December, 2018

ADOPTED this 17<sup>th</sup> day of December, 2018

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PAMELA ALEXIS  
MAYOR

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JENNIFER RUSSELL  
DEPUTY CORPORATE OFFICER

**FILM PERMIT APPLICATION**

**PRODUCTION TYPE**

- Series       Pilot       Feature       Commercial  
 Photo       Mini-Series       TV Movie       Other \_\_\_\_\_

**CONTACT INFORMATION**

Location Manager \_\_\_\_\_ Cellular \_\_\_\_\_  
 Assistant Location Manager \_\_\_\_\_ Cellular \_\_\_\_\_  
 Producer(s) \_\_\_\_\_ Cellular \_\_\_\_\_  
 Production Manager \_\_\_\_\_ Cellular \_\_\_\_\_  
 Special Effects Coordinator \_\_\_\_\_ Cellular \_\_\_\_\_

**FILMING INFORMATION**

Production Title \_\_\_\_\_  
 Dates Requested for Filming      From: \_\_\_\_\_ To: \_\_\_\_\_  
 Hours of Filming      From: \_\_\_\_\_ To: \_\_\_\_\_  
 Location(s) of Filming \_\_\_\_\_  
 Number of Crew on Location \_\_\_\_\_ Length of Work Trucks \_\_\_\_\_

**PROPOSED ACTIVITIES** (select all that apply)

- Guns/Gun Fire       Fire/Explosion       Car Stunt       Drive up/away       Wet Downs       Exterior Set Construction  
 Rain or Snow       Helicopter       Tow Shots       Drive by       Stunts       Animals  
 UAS

Additional Information: \_\_\_\_\_

**COMPANY INFORMATION**

Local Production Company Name \_\_\_\_\_ Corporate Registry No. \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ Prov \_\_\_\_\_ Postal \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
 Parent Company Name (for accounting purposes) \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ Prov \_\_\_\_\_ Postal \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**FOR OFFICE USE ONLY**

- Current Insurance on File       Proof of Insurance       Film Permit Application Fee  
 Licence of Use       Business Licence Fee       Security Deposit

Date \_\_\_\_\_ Receipt No. \_\_\_\_\_

Approved by \_\_\_\_\_ Signature \_\_\_\_\_

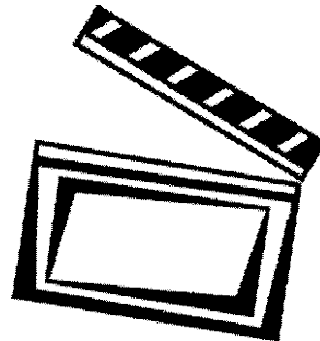
- RCMP       Fire/Rescue       Parks       Engineering       Other \_\_\_\_\_

## **SCHEDULE "B"**

# **FILM PRODUCTION GUIDELINES**

**Thank you for your interest and consideration  
of Mission as a production location.**

**Attached you will find the necessary information  
for filming within the District of Mission.**



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## FILMING IN THE DISTRICT OF MISSION

Situated on a hillside overlooking the mighty Fraser River, the District of Mission offers a variety of unique natural and man-made venues for filming. Previous films in Mission have used the historic main street, 1950's diner, waterfront, Municipal Forest, sawmills and the Ruskin and Stave Falls Hydro Dams. Many more site location possibilities exist in Mission. While Mission promotes film productions, we encourage activities that have a low impact on residents and businesses. Mission requires that production companies practice "no trace filming" that will leave the area used as is or in better condition than before. Specific fees are listed in the Filming Regulation Bylaw 5750-2018 or other municipal bylaws.

The District of Mission's **Location Liaison** can assist with general inquiries and location scouting, and coordinate with the various District departments to ensure a successful film shoot. The **Film Permit Liaison** can provide information on general requirements and will process the necessary permits. The **Forestry Department** assists with questions regarding filming opportunities within the Municipal Forest.

These Guidelines form part of the District of Mission's Filming Regulation Bylaw 5750-2018.

## CONDITIONS OF APPROVAL

All approvals are conditional on meeting these Guidelines where applicable and any additional conditions stipulated in the Film Permit. Fees are set in Schedule D of the Filming Regulation Bylaw. The film production company must provide the following:

- Completed Application Form and fee
- Documentation showing appropriate insurance
- Valid Business Licence
- Licence of Use, if applicable
- Security Deposit, if applicable
- Street Use Permit Application, if applicable
- Filming Schedule
- Approvals from any regional, provincial, or federal agency
- Neighbourhood Polling (special conditions of approval may apply when filming affects surrounding homes and businesses, see Notification to the Neighbourhood)
- Any additional approvals, licences or permits, as may be required (e.g.: Licence of Use)
- Proof that the Mission Fire Rescue Service (MFRS) have been consulted with is required regarding the use of certain special effects (if applicable - see page 12). MFRS has the right to veto special effects or impose specific conditions.
- Confirmation of Downtown Business Association notification (if applicable - see page 13).
- Special Flight Operations Certificate (if applicable - see pages 14-15).
- Completed Wrap Sheet

The District of Mission will determine if any additional permits or special conditions of approval are necessary.

## BUSINESS LICENCE

All film production companies and related contractors are required to hold a valid District of Mission business licence. Business licence applications are available at the District of Mission and are valid for the calendar year in which it was issued.

## FILM PERMIT APPLICATION FEE

All film productions operating within the District require a Film Permit. The film production company shall submit a film permit application to the Engineering Department together with the application fee ten or more working days before the filming is planned. For film productions occurring within the Municipal Forest, the film production company shall submit a film permit application to the Forestry Department together with the application fee ten or more working days before the filming is planned.

## SECURITY DEPOSIT

A refundable security deposit (in the amount of \$5,000) may be required. The security deposit is held when film production is being carried out on District property only except where filming is being carried out under a Temporary Street Use Permit. The security deposit will be returned in full provided a completed wrap sheet is submitted and no damage has occurred to District property. The amount refunded will be adjusted for unpaid invoices owed to the District including but not limited to damage repair costs, rental charges and staffing costs. Film production undertaken by non-profit or charitable companies will not be charged security. The security deposit will be inclusive of any other securities required to be taken for other permits.

## INSURANCE

- The film production company must provide proof of insurance in the amount of \$5,000,000 per incident for general comprehensive public liability (personal injury, death, property damage) when filming on District owned fee simple lands, on District roads or on lands within the Municipal Forest.
- Additional insurance may be required depending on the planned activities.
- The District of Mission must be named as an additional insured. The Province of British Columbia must be named as an additional insured when filming is taking place on roads or Crown land within the Municipal Forest.
- Full details of the required insurance coverage are listed on the Insurance Form in these Guidelines.
- The certificate of insurance and the Insurance Form must be submitted with the Film Permit Application.

## REQUEST FOR USE OF MUNICIPAL STREETS

The film production company shall request to use District streets by completing the Temporary Street Use Permit application. The following information is also needed in conjunction the Temporary Street Use Permit:

- traffic management plan;
- crew and circus parking proposal; and
- the non-refundable permit fee.

## STREETS AND TRAFFIC MANAGEMENT

Vehicles must not block driveways or be parked illegally.

Vehicle access to residential and commercial properties shall not be obstructed or impeded for an excessive amount of time (2-5 minutes maximum duration).

Where temporary No Parking is required, the Temporary Street Use Permit must explicitly state that temporary No Parking signs are permitted. The District will provide temporary No Parking signs electronically to the applicant for posting at the location.

- Signs must clearly indicate the date and time of filming activity, and the approved Street Use Permit number;
- Enforcement of the temporary No Parking signs must be done by District staff;
- After-hours enforcement will be at the applicant's expense; and
- Signs must be in place at least 48 hours prior to the start of filming activities. Enforcement will only occur during the permitted hours.

## ROAD CLOSURES

A Road Closure Form is required when any of the following filming related activities are planned:

- road closure (including single lane and/or parking lane);
- temporary traffic stoppages (maximum 3 minutes every 15 minutes);
- any on-street filming that will affect or interfere with traffic;
- any stunts or special effects which will require the controlling of traffic on the street; and
- any travelling shots where camera vehicles are involved.

Emergency vehicles must have unencumbered access in the event of an emergency (Fire, RCMP, Ambulance, Search and Rescue and Emergency Social Services).

Traffic control must be contracted to a certified traffic control technician.

If filming on the Lougheed Highway, North Railway Avenue and/or 1<sup>st</sup> Avenue, special approval is required from the Ministry of Transportation and Infrastructure (see contact information).

Any closure of the Florence Lake Forest Service Road requires authorization from FrontCounter BC.

## FILMING DATES AND TIMES

Filming must only take place during the dates and times approved on the Film Permit. If a change in filming dates or times is necessary, the change must be approved by the Film Official.

## LOCATION REQUIREMENTS

A copy of the Film Permit shall be on location at all times with the Location Department.

Production vehicles arriving on location in or near a residential neighbourhood shall not enter the area before and after the time stipulated on the Permit.

Every member of the crew shall wear a production pass (badge) when required.

## PARKING

Parking maps outlining the proposed placement of vehicles must be forwarded to and approved by the District of Mission when requested. Maps can be included within the Temporary Street Use Permit application.

## PEDESTRIAN TRAFFIC

Pedestrian traffic may not be obstructed at any time unless stipulated in the Temporary Street Use Permit. All cables and similar items are to be channelled neatly and safely out of the way of any pedestrian traffic.

## ALTERATIONS TO PUBLIC PROPERTY

Film crew staff shall not remove municipal street signs, or any other municipal sign, without the written permission of the Director of Engineering and Public Works.

Removing, trimming and/or cutting of vegetation is prohibited unless approved by the Director of Engineering and Public Works, the Director of Forestry, or the Director of Parks, Recreation and Culture (or their designates).

## PYROTECHNIC APPROVALS

All productions involving pyrotechnic activities require special approval from the Mission Fire Rescue Service. Additionally, the Forestry Department must be consulted if pyrotechnics are planned for use within the Municipal Forest.

Requests for pyrotechnic activities shall be reviewed at a meeting between the film production company and all approval authorities to be held at least ten working days prior to the scheduled event.

## NOTIFICATION OF NEIGHBOURHOOD

The film company is responsible for providing at least three days' written advance notice to all residents and businesses in each filming location that could reasonably be adversely affected by the film production. This notice must be reviewed and approved by the Film Permit Liaison and include the following information:

- name, address and telephone numbers of the production company's local office and representatives;
- name, address and telephone number for the District of Mission;
- film location(s);

- type of production (i.e., feature film, commercial, documentary, movie of the week, TV pilot, series, etc.);
- subject matter and description of activity;
- duration of the filming (i.e. times, dates and number of days, including preparation and strike); and
- other matters that filming activity affects (this includes parking, base camps, filming areas).

Should the District receive objections to the filming activity proceeding from more than 50% of the potentially affected properties, the District may not issue a film permit.

### GARBAGE

All filming-related garbage must be removed from the location, ensuring that all locations are returned to their original condition or better. Catering trucks and equipment must not discharge wastewater or grease on the ground or into the storm sewer.

### FILMING ON DISTRICT-OWNED PROPERTY

A Licence of Use agreement is required when filming on District owned fee simple property and on Crown land within the Municipal Forest. Licence of Use fees apply. A cancellation fee of \$100 + GST will apply if a Licence of Use is requested and prepared but not used by the film production company. Other fees may be assessed depending on the scope of filming and impact on District resources. Applicable amounts will be specified in the Licence of Use.

### FILMING IN THE DOWNTOWN BUSINESS AREA

The Downtown Business Area encompasses 1<sup>st</sup>, 2<sup>nd</sup> and North Railway Avenues between Murray Street and Birch Street. The District requires film production companies to consult with the Downtown Business Association (DBA) to film in the Downtown area (see contact information).

Filming is to occur as early in the day as possible, preferably on Sundays.

Written notice to the DBA is to be preferably given one week in advance of filming. Evidence that the DBA has been notified and consulted with will be required prior to issuance of a Film Permit.

Non-essential vehicles are not to be parked on 1<sup>st</sup>, 2<sup>nd</sup> or North Railway Avenues during the set-up, filming or teardown.

Essential vehicles parked on 1<sup>st</sup>, 2<sup>nd</sup>, or North Railway Avenues must display identification cards on windshields with a film company contact name and telephone number.

Signage is to be placed in the immediate area advising the public that filming is occurring.

Special permission from the Ministry of Transportation and Infrastructure is required if filming on 1<sup>st</sup> or North Railway Avenues (see contact information).

## FILMING IN THE MUNICIPAL FOREST

The Municipal Forest is generally located from Richards Avenue north and on the west side of the Stave Reservoir from the Stave Dam to 17.3 km north on Burma Street (Florence Lake Forest Service Road). The Forestry Department office is located at 33835 Dewdney Trunk Road (see contact information).

Keys to locked forestry gates are available for sign-out for a \$60 refundable deposit.

Applications for filming within the Municipal Forest shall be submitted to the Location Liaison at the Economic Development Office (see contact information) who will coordinate with the Forestry Department for permitting requirements.

A Licence of Use is required when filming in the Municipal Forest. A site rental charge, which includes liaison, administration, and permit processing costs, will apply. A cancellation fee of \$100 + GST will apply if a Licence of Use is requested and prepared but not used by the film production company. Other fees may be assessed depending on the scope of filming and impact on District resources. Applicable amounts will be specified in the Licence of Use.

Note that additional permits from the Province and related First Nations consultation may be required.

## USE OF UNMANNED AIRCRAFT SYSTEMS (UAS)

All commercial UAS filming in Mission must have a film permit and must comply with Transport Canada regulations and all other District bylaws, policies and guidelines and best practice guidelines produced by relevant agencies. All commercial UAS film operators must have a Special Flight Operations Certificate (SFOC) and a copy of the SFOC must be submitted with the film permit application. Where the UAS company is a sub-contractor to a film production company, it is the film production company that must apply for a filming permit, not the UAS company.

### Film Permit Application Requirements

- Include a brief description of the planned UAS activity, including location, date, time, selected UAS company and type of UAS equipment proposed to be used;
- Copy of Special Flight Operating Certificate (SFOC) of UAS operator;
- Copy of Specific Flight Plan/Operations Plan. The plan must include, but not be limited to:
  - the operator name and contact information;
  - project purpose;
  - the planned activity including dates and times
  - the location(s);
  - flight path including details regarding speed, altitude and range;
  - safety area; and
  - risks (such as noted obstacles) and risk mitigation;

- If the UAS operator is a subcontractor to the film production company, the UAS operator must maintain separate insurance from the film production company as per the insurance requirements set out above;
- The neighbourhood notification letter must disclose that a UAS will be used and include the following information:
  - UAS activity planned;
  - flight area(s) and times (duration or specific);
  - any anticipated impacts; and
  - warning that only essential personnel are permitted in the flight area or safety area when UAS is in flight;
- It is the permitted company's responsibility to ensure that the residents, businesses and general public in the area are notified of the UAS filming and to keep all public and/or non-essential, un-notified personnel clear of the flight and safety area while the UAS is in flight;
- In the case of an incident, all UAS filming must immediately cease until the District receives a written copy of Transport Canada's clearance for the pilot and/or the UAS company operator to fly. Notification and description of the incident must be immediately filed with Transport Canada. The District must also be copied on the official Transport Canada incident report filed by the operator;
- An incident is defined as, but not limited to, "any incursion outside of the designated flight and/or safety zone (both in lateral flight or at altitude); any UAS-related injury requiring medical attention; any loss of control while in flight; any uncontrolled take-off or landing, any unintended contact between the UAS and persons, animals or objects; any inadvertent damage to public or private property and/or any combination thereof"; and
- The holder of the Film Permit or the UAS operator shall be responsible for any damage to the District's Infrastructure that occurs as a result of any incident.

### Useful Links

Transport Canada:

<http://www.tc.gc.ca/eng/civilaviation/standards/standards-4179.html>

Aviation incident report:

[http://wwwapps.tc.gc.ca/saf-sec-sur/2/IR-RI/av\\_i\\_r.aspx?lang=eng](http://wwwapps.tc.gc.ca/saf-sec-sur/2/IR-RI/av_i_r.aspx?lang=eng)

ACTSAFE Motion Picture Safety Bulletin 36 - Unmanned Aircraft System:

<http://www.actSAFE.ca/wp-content/uploads/2015/12/36-UAS-Bulletin-FINAL-20151217.pdf>



**ELECTRICAL AND GAS PERMITS**

The District does not issue any electrical or gas related permits. Film production companies are expected to secure any required electrical and gas permits directly from Technical Safety BC.

**WRAP SHEET**

The District requires the film production company to complete the Wrap Sheet after completion of filming, at which time any applicable refundable securities and deposits will be released.

## CONTACT INFORMATION

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### Location Liaison

Manager of Tourism  
Email: [info@mission.ca](mailto:info@mission.ca)  
Phone: 604-820-5375  
Fax: 604-820-6738  
7337 Welton Street  
Mission, BC V2V 3X1

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### Film Permit Liaison

#### (Film Permits, Street Use and Road Closure Permits)

Administrative Clerk – Engineering  
Email: [engineering@mission.ca](mailto:engineering@mission.ca)  
Phone: 604-820-3736  
Fax: 604-826-7951  
8645 Stave Lake Street  
Mission, BC V2V 4L6

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### Fire Rescue Service

Fire Chief  
Email: [firehalladmin@mission.ca](mailto:firehalladmin@mission.ca)  
Phone: 604-820-3793  
Fax: 604-820-8624  
33330 7<sup>th</sup> Avenue  
Mission, BC V2V 2E3

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### RCMP

Phone: 604-826-7161  
7171 Oliver Street  
Mission, BC V2V 6H2

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### Municipal Forest

Forestry Technician  
Email: [forestry@mission.ca](mailto:forestry@mission.ca)  
Phone: 604-820-3784  
Fax: 604-826-8633  
8645 Stave Lake Street  
Mission, BC V2V 4L9

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### Parks & Facilities

Deputy Director of Parks, Recreation and Culture  
Email: [leisureservices@mission.ca](mailto:leisureservices@mission.ca)  
Phone: 604-820-5350  
Fax: 604-826-4396  
7650 Grand Street  
Mission, BC V2V 3T3

**Downtown Business  
Association (DBA)**

Executive Director  
Email: [info@downtownmission.ca](mailto:info@downtownmission.ca)  
Phone: 604-826-7311  
7311 James Street  
Mission, BC V2V 3V5

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**FrontCounter BC**

Email: [FrontCounterBC@gov.bc.ca](mailto:FrontCounterBC@gov.bc.ca)  
Phone: 604-586-4400  
Fax: 604-586-4434  
Suite 200, 10428 153rd Street  
Surrey, BC V3R 1E1

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**Ministry of Transportation and  
Infrastructure**

Area Manager  
Phone: 604-795-8211  
Fax: 604-795-8214  
45890 Victoria Avenue  
Chilliwack, BC V2P 4N3



**APPLICANT INFORMATION**

Name \_\_\_\_\_  
 Company \_\_\_\_\_ Email \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_

**DATE(S) AND TIMES OF ACTIVITY**

Date(s) From: \_\_\_\_\_ To: \_\_\_\_\_  
 Time(s) From: \_\_\_\_\_ To: \_\_\_\_\_

**INSURANCE POLICY - Permit is not valid without insurance.**

*The District of Mission must be named as additional insured on policy for minimum \$5,000,000 liability.*

Policy \_\_\_\_\_ Expiry \_\_\_\_\_

**TRAFFIC MANAGEMENT DETAILS (activities, obstructions, closure(s) in the road or sidewalk)**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 TMP Attached     Fee Received

The Applicant hereby agrees:

- a) to assume, and hold harmless the District of Mission, its elected or appointed officials its officers, employees and agents from, all liability to any person or property of whatsoever kind of nature, including the applicant, and the applicant's property, which occurs as a result of activities for which we were granted and approval to film a commercial or other venture in the District of Mission.
- b) to indemnify and defend, hold harmless the District of Mission, its elected or appointed officials, its officers, employees and agents against any liability, brought by, or made on behalf of, any person for personal injury, bodily injury, property damage, or economic loss caused by or arising out of any act or omission of either the applicant, its agents or employees, or caused by or arising out of the condition of any District-owned or controlled property, whether real or personal, and occurring during the period and as a result of the activities for which this permit was issued.
- c) to produce this permit for inspection when so requested by any Peace Officer or representative of the Municipal Engineer.
- d) that the site must be left in the same condition as it existed at the time the permit was issued. All damage to District property shall be restored to the existing condition or better at the expense of the applicant.
- e) that all signing/delineation must conform to BC Ministry of Transportation's Traffic Control Manual for Work on Roadways at the expense of the applicant.
- f) neither (a) or (b) apply for liabilities, damages, costs, claims, suits or actions rising out of the gross negligence or wilful misconduct of the District, its agents, servants, employees or contractors.

Signature of Applicant \_\_\_\_\_ Date \_\_\_\_\_

Please submit to: District of Mission, 8645 Stave Lake Street, PO Box 20, Mission, BC V2V 4L9 Phone: 604-820-3736; Email: [engineering@mission.ca](mailto:engineering@mission.ca)

**FOR OFFICE USE ONLY**

Date \_\_\_\_\_ Expiry Date \_\_\_\_\_  
 Permit No. \_\_\_\_\_ Receipt No. \_\_\_\_\_  
 Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Permit Approved by \_\_\_\_\_

Signature \_\_\_\_\_

**This permit must be carried at all times and be available upon request**

**APPLICANT INFORMATION**

Name \_\_\_\_\_  
 Company \_\_\_\_\_ Email \_\_\_\_\_  
 Address \_\_\_\_\_  
 Phone \_\_\_\_\_ Fax \_\_\_\_\_

**ROAD CLOSURE DETAILS**

Road Name \_\_\_\_\_

- Single Lane Closure
  Sidewalk Closure
  Full Road Closure

Reason for Closure \_\_\_\_\_

If this is for a full closure, will emergency vehicles have access?  Yes  No

Is the closure along a bus route?  Yes  No

Will the closure affect a bus stop?  Yes  No

Direct Sign Crew Required OR  Contractor will be Handling Signage

**DATE(S) AND TIMES OF ACTIVITY**

Date(s) From: \_\_\_\_\_ To: \_\_\_\_\_

Time(s) From: \_\_\_\_\_ To: \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_  
 District Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Please submit to: District of Mission, Engineering & Public Works Department

**FOR OFFICE USE ONLY**

**Public Works Clerk Notification:**

- |                                    |                    |  |                          |
|------------------------------------|--------------------|--|--------------------------|
| <input type="checkbox"/> RCMP      | Fax 9-604-820-3548 | <input type="checkbox"/> 911 .....                   | 911dispatch@fvrd.bc.ca   |
| .....                              |                    |  |                          |
| <input type="checkbox"/> Ambulance | Fax 9-604-826-1844 | <input type="checkbox"/> Fire Dispatch.....          | firedispatch@fvrd.bc.ca  |
| .....                              |                    |  |                          |
| <input type="checkbox"/> Transit   | Fax 9-604-854-3598 | <input type="checkbox"/> School Bus (Mission) .....  | jodi.marshall@mpsd.ca    |
| .....                              |                    | <input type="checkbox"/> Bylaw Enforcement .....     | bylaw@mission.ca         |
|                                    |                    | <input type="checkbox"/> Garbage Pick Up .....       | ernie@rempledisposal.com |
|                                    |                    | <input type="checkbox"/> Engineering Department .... | engineering@mission.ca   |
|                                    |                    | <input type="checkbox"/> Fire Shift Captain .....    | shiftcaptain@mission.ca  |

Mission Duty Chief..... [missiondutychief@mission.ca](mailto:missiondutychief@mission.ca)

Proof of insurance coverage is required as a condition of being granted use of District property or lands within the Municipal Forest for filming. **Please have your insurer complete this document, and attach it to your certificate of insurance when you submit your film permit application for processing.**

To be completed by the insurer or an authorized licensed insurance agent and returned to:

District of Mission  
8645 Stave Lake Street  
Box 20, Mission BC V2V 4L9

Name of Insured Filming Company: _____	
Name of Film/Commercial: _____	
Address: _____	
Telephone: _____	Fax: _____
Name of Insurer: _____	
Policy Number: _____	
Effective Date: _____	Expiry Date: _____

The undersigned Insurer or Agent confirms that the following coverages have been affected through the policy noted above for the duration of the activity:

- Comprehensive General Liability Insurance in the minimum amount of \$5,000,000 per occurrence covering bodily injury, death and/or damage to or destruction of property including loss of use thereof, arising from the above Named Insured activities. Such insurance to include Broad Form Property Damage, Blanket Contractual Liability, and Cross Liability or Severability of Interest Clause as defined below.
- The District of Mission (and the province of British Columbia when filming within the Municipal Forest) and/or their officers, agents, employees and volunteers are added as Additional Insureds but solely with respect to the liability which arises out of the activities of the Named Insured.
- The District of Mission to receive 15 days prior written notice of cancellation or material change. Thirty days written notice is required on Certificates evidencing annual blanket insurance coverage.
- Cross Liability or Severability of Interest Clause: The Policy shall protect each Insured in the same manner and to the same extent as though a separate Policy had been issued to each but nothing herein shall operate to increase the Insurer's liability as set forth elsewhere in this Policy beyond the amount or amounts for which the Insurer would be liable if there had been only one Insured. Any breach of a condition of this Policy by any Insured shall not affect the protection given by this Policy to any other Insured.

Name of Agent/Insurer: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Date: \_\_\_\_\_

Signature of Authorized Representative \_\_\_\_\_



Please complete this form and submit it to the Film Liaison.

Data collected will measure the economic impact of filming and build community awareness within the region.

**FILM PROJECT DETAILS:**

Project Title \_\_\_\_\_  
 Type of Project \_\_\_\_\_  
 Location(s) used \_\_\_\_\_  
 Date(s) \_\_\_\_\_

**CONTACT INFORMATION:**

Name of Production Company \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_  
 Prov/State \_\_\_\_\_ Email \_\_\_\_\_  
 \_\_\_\_\_ PC/Zip \_\_\_\_\_  
 Office Phone No. \_\_\_\_\_ Cellular No. \_\_\_\_\_  
 \_\_\_\_\_

**PRODUCTION STATISTICS:**

Number of cast and crew who reside in the Fraser Valley \_\_\_\_\_  
 Number of local businesses utilized \_\_\_\_\_  
 Fees Paid directly to the District of Mission \$ \_\_\_\_\_  
 Total Donations to Not-for-Profit or Community Groups \$ \_\_\_\_\_  
 Total remaining monies spent in community (i.e. Locations, parking, holding areas, accommodations, extras, food, hardware etc.) \$ \_\_\_\_\_

**COMMENTS:** *(Please describe your filming experience (i.e., good news stories, trouble areas, procedural issues, etc.)*

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

**OVERALL EXPERIENCE:**      EXCELLENT                  GOOD                  AVERAGE                  POOR

**SERVICES REQUIRED BUT UNAVAILABLE IN MISSION:** *(Please list any services that were unavailable but would have been beneficial if available in Mission)*

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

**Air Date** \_\_\_\_\_ **Channel** \_\_\_\_\_

**Thank you for choosing Mission as a film location!**

**SCHEDULE "C"**  
**LICENCE OF USE**

**THIS AGREEMENT** dated for reference the \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

**BETWEEN:**

"[Enter Name of Film Company]" (hereinafter called the "Licensee")

**AND:**

The District of Mission, a municipal corporation, having offices at 8645 Stave Lake Street, Mission, BC, V2V 4L9  
(hereinafter called the "District")

**GIVEN THAT:**

- A. The District is the registered owner of those certain lands and premises situate, lying and being in the District of Mission in the Province of British Columbia, more particularly known and described as:

"[Enter Legal Description(s) for all filming locations]"  
(the "Land").

- B. The Licensee wishes to use, occupy and pass through an area of the Land as outlined as "Film Production Area" on Schedule A to this agreement for the purposes of filming a motion picture movie (the "Event").
- C. The District has agreed that the Licensee may use and occupy the Land for the purposes and on the terms and conditions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained herein and sum of \$10.00 now paid by the Licensee to the District, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Grant of Licence –**

- (a) The District, on the terms and conditions set forth herein, grants to the Licensee the non-exclusive right and licence (the "Licence") to:
- (i) enter onto and use the Film Production Area for the purposes of filming a motion picture movie for only the Licensee and its permitted assigns and their servants, agents and invitees.
  - (ii) Enter onto the Land for the sole purpose of accessing the Film Production Area for only the Licensee and its permitted assigns and their servants, agents and invitees.
- (b) This Agreement does not grant any interest in the Land to the Licensee.

2. **Term** – This Licence shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Commencement Date"), and shall terminate on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ unless terminated on an earlier date by the District or by the Licensee pursuant to section 6 herein.
3. **Licence of Use Fee** – The Licensee shall pay the District \$\_\_\_\_\_ (\$500 per day per property/film location plus GST) in return for the right to use the Lands under this Licence. The Licence of Use Fee shall be payable at the time of execution of this Licence.
4. **Taxes** – The Licensee must pay all taxes, rates, duties and assessments whatsoever, whether federal, provincial, municipal or otherwise charged upon the Licensee or the Municipality as a result of the Licensee's occupation of or use of the Land. Without in any way restricting the generality of the foregoing, the Licensee must pay to the Municipality G.S.T. on the Licence of Use Fee.
5. **Security** – The Licensee shall provide refundable security "the Security" in the amount of \$\_\_\_\_\_, as directed by the District.
6. **Termination**
  - (a) The Licence may be cancelled or terminated despite any rule of law or equity to the contrary in accordance with any of the following provisions:
    - (i) if the Licensee defaults in the observance or performance of any of the terms and conditions contained in this Licence and the Licensee fails to cure such default(s) within 30 days after written notice from the District, then the District will be entitled to terminate the Licence without limiting the District's other remedies at law or at equity;
    - (ii) if the default under subsection (i) reasonably requires more time to rectify or cure than 30 days, the Licensee will be deemed to have complied with the rectification or curing of it if the Licensee commences rectifying or curing the default within 30 days after notice from the District and diligently completes same as soon thereafter as is reasonably practical;
    - (iii) the Licensee will be entitled to terminate this Licence for any or no reason at any time;
    - (iv) the District will be entitled to terminate this Licence at its sole discretion, for any or no reason and at any time upon giving 1 month written notice to the Licensee.

All of the Licensee's obligations under this Licence that are outstanding on the date that this Licence is terminated will survive the termination of this Agreement. For certainty, the Licensee's obligations to release and indemnify the District shall survive the termination of this Agreement, but only in respect of events occurring before termination of this Agreement.

7. **Powers** – Subject to the section 8, for the purposes of the Licence herein, the Licensee and its servants, agents and invitees shall have the right to:
  - (a) use the Film Production Area;
  - (b) have access to and from the Film Production Area by the Land at any and all times;
  - (c) bring onto and take through the Land all materials and vehicles that must be transported through the Land to the Film Production Area; and
  - (d) with the exception of clearing, cutting or removing live trees, clear the Land and keep it clear of anything which might in the opinion of the Licensee, acting reasonably, constitute an obstruction to the use of the Land by the Licensee;
8. **District and Public Access**
  - (a) The District will at all times have a priority right to use and occupy any portion or all of the Land, without notice, in order to:
    - (i) access other portions of the Land; or
    - (ii) carry out any public service or responsibility that requires use of or access to the Land
  - (b) Public access will be maintained through the Film Production Area, although it is recognized that temporary closures may be required from time to time. Signage noting the Film Production Area and impacts on the public shall be erected at the start of the access road to the film production area.
9. **No Other Improvements** – The Licensee will not, without the prior written consent of the District, construct, install, affix, place or store or permit the construction, installation, affixing, placing or storage of any buildings, structures, works, improvements, fencing, material or chattels or anything of any nature or kind including, without limitation, the parking or storage of vehicles on any part of the Land.
10. **Use**
  - (a) The Land will be used by the Licensee solely for the purpose to pass and repass over and through the Land, on foot or by vehicle for the purpose of preparing for and carrying out the production of a motion picture movie;
  - (b) The Licensee acknowledges and agrees that, by granting this Agreement, the District is not accepting any responsibility for the Licensee's use of the Land. The Licensee shall use best efforts to cause a minimum of obstruction and inconvenience in the Land.

11. **Site Clean-up** – Upon termination of this Licence:
  - (a) The Licensee must clean up the Land and remove any or all of the Licensee's buildings, structures, or improvements from the Land, unless the District consents otherwise.
  - (b) The Licensee shall arrange for an inspection by the District of the Land prior to the Event starting and within 30 days of the Event being completed to ensure the site has been cleaned up to the satisfaction of the District;
  - (c) Should the site be found not to be cleaned up to the satisfaction of the District, the District shall inform the Licensee in writing of the deficiencies and the Licensee shall have 30 days to remedy the deficiencies; and
  - (d) The District has the right to remedy any deficiencies remaining beyond the 30 days and use any security required under section 4 of this Agreement to recover the cost of remedying the deficiencies, plus a 15% administration fee. In the event that security was not collected by the District, the District reserves the right to charge the Licensee.
12. **No Damage to Infrastructure** – The Licensee agrees to not damage, modify or foul any existing infrastructure such as but not limited to culverts, cross-ditches, waterbars, ditches, bridges or signage. Should damage, modification or fouling occur, the Licensee shall have 30 days to remedy the deficiencies. The District has the right to remedy any deficiencies remaining beyond the 30 days and charge the Licensee the cost of remedying the deficiencies plus a 15% administration fee or use any security required under section 4 of this Agreement to recover the District's costs.
13. **No Waste or Nuisance** – The Licensee will not commit or allow any wilful or voluntary waste or destruction of the Land, or do anything that may become a nuisance or annoyance to other occupiers of the Land or adjoining lands. The Licensee will not stockpile or burn any materials on the Land.
14. **Parking** – The Licensee will not permit parking of the Licensee's vehicles on District roads adjacent to the Land without first having received authorization from the Director of Engineering and Public Works.
15. **Compliance with Laws** – The Licensee will at all times during the currency of this Licence use the Land in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws relating to environmental matters, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws.
16. **Assignment** – Except as expressly set out herein, the rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred. The Licensee may assign its interest under this Licence with the prior written consent of the District, such consent not to be unreasonably withheld or delayed.

17. **Risk** – The Licensee accepts the Land on an as-is basis and agrees that it will use the Land at its own risk, and that the District will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, its servants, agents, or invitees arising out of this Agreement or its or their use and occupation of the Land.
18. **Builders Lien Act** – If any claim of lien over the Land is made under the *Builders Lien Act* for work performed on or materials supplied to the Land at the Licensee's request, on the Licensee's behalf, or with the Licensee's permission, the Licensee will immediately take all steps necessary to have the lien discharged, unless the claim of lien is being contested in good faith by the Licensee and the Licensee has taken the steps necessary to ensure that the claim of lien will not subject the License Area or any interest of the District's under this Agreement to sale or forfeiture.
19. **Indemnity** – The Licensee shall release, discharge, indemnify and save harmless the District, its officers, directors, elected officials, employees and agents from and against any and all losses, claims, costs, expenses, damages and liabilities, causes of action, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the District, its officers, directors, elected officials, employees, agents and invitees arising, directly or indirectly, out of:
- (a) the uses of the Licensee under this Licence;
  - (b) a breach by the Licensee of any of the covenants contained in this Licence;
  - (c) any wrongful act or neglect of the Licensee on or about the Land;
  - (d) any damage to property related to the Licensee's use and occupancy of the Land;
  - (e) the death of or injury to any person arising out of or in any way connected with, directly or indirectly, the Licensee's use and occupancy of the Land.

This section does not apply to liabilities, damages, costs, claims, suits or actions arising out of the gross negligence or wilful misconduct of the District, its agents, servants, employees or contractors.

20. **Insurance** – The Licensee shall obtain and keep in force throughout the existence of the Licence a policy of comprehensive general liability insurance naming the District as an additional insured and protecting the District and the Licensee (without any rights of cross-claim or subrogation against the District) against claims by any person, including any member of the public using the Lands, for personal injury, death, property loss or damage, and third party liability or public liability claims arising from any accident or occurrence on the Lands or other loss relating to the Licensee's use of the Lands to an amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence (the "Insurance Policy").

- (a) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the District.
- (b) At the time of execution of this Licence, the Licensee shall deliver to the District a copy of the Insurance Policy or an insurance binder or note evidencing that the Licensee has obtained the Insurance Policy on the terms set out herein.
- (c) At any time during the Term of this Licence the District may require the Licensee to provide evidence to it that the Insurance Policy is valid and in full effect.
- (d) The deductible on the policy of insurance must not be more than Five Thousand (\$5,000.00) Dollars.

## 21. **Environmental Matters**

For the purpose of this Part:

- (i) "*Environmental Law*" means all federal, provincial, municipal or local laws, statutes or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria or the like promulgated under or pursuant to any such laws;
  - (ii) "*Hazardous Substance*" means a contaminant, pollutant, dangerous good, waste, toxic substance, special waste or hazardous substance as defined in or pursuant to any Environmental Law;
  - (iii) "*Notice*" means any citation, directive, order, claim, litigation, investigation, proceedings, judgment, letter or other communication, written or oral, actual or threatened, from any person, including any governmental agency;
  - (iv) "*Permit*" means any authorization, permit licence, approval or administrative consent issued pursuant to Environmental Law.
- (b) The Licensee will conduct its business and operation on the Land in compliance with all Environmental Laws and all Permits.
  - (c) The Licensee will forthwith notify the District of the occurrence of any of the following and will provide the District with copies of all relevant documentation in connection therewith:
    - (i) a release of a Hazardous Substance on the Land, except as is authorized under Environmental Law;
    - (ii) the receipt by the Licensee of a Notice from any governmental agency of non-compliance pursuant to any Environmental Law,

- including a Notice of non-compliance respecting a Permit in connection with the Land;
- (iii) the receipt by the Licensee of a notice of a claim by a third party relating to environmental concerns in connection with the Land; or
  - (iv) the receipt by the Licensee of information that indicates that Hazardous Substances are present in or on the Land.
- (d) The Licensee will not permit the storage, treatment or disposal of Hazardous Substances on the Land.
  - (e) The Licensee will conduct such investigations, searches, testing, drilling and sampling ("Investigations") as may at any time be required by the District where any reasonable evidence exists that the Licensee's use or occupation of the Land pursuant to this Licence may be introducing or increasing the existence of any Hazardous Substance on the Land. If the Licensee does not complete the Investigations to the satisfaction of the District, the District may take any actions necessary to complete the Investigations, the cost of which actions will be borne by the Licensee.
  - (f) If Hazardous Substances are present on or in the Land as a result of the Licensee's use or occupation of the Land pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee to remediate the Land to a level acceptable to the District and to governmental authorities having jurisdiction.
  - (g) Prior to the termination of this Licence, the Licensee will conduct all Investigations required by the District where any reasonable evidence exists that the Licensee's use or occupation of the Land pursuant to this Licence has introduced or increased the existence of any Hazardous Substance on or in the Land. The Licensee will provide the result of the Investigations to the District. Where any Hazardous Substance is found on or in the Land as a result of the Licensee's use or occupation of the Land pursuant to this Licence, the Licensee will take all necessary action, at the cost of the Licensee, to remediate the Land to a level acceptable to the District and to governmental authorities having jurisdiction.
  - (h) The Licensee will provide to the District satisfactory documentary evidence that all Permits are valid and in good standing as requested by the District from time to time.
  - (i) The Licensee will indemnify and save harmless the District, its elected officials, officers, employees, agents and others from and against any and all losses, claims, costs, expenses, damages and liabilities, including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith



which at any time may be paid or incurred by or claimed against the District, its elected officials, officers, employees, agents and others arising, directly or indirectly, out of:

- (i) the Licensee's use or occupancy of the Land which results in the presence, release or increase of any Hazardous Substance on or off-site of the Land;
  - (ii) any reasonable action taken by the District with respect to the existence of or remediation for any such Hazardous Substance on or off-site of the Land; or
  - (iii) any reasonable action taken by the District in compliance with any Notice of any governmental authority with respect to the existence of any such Hazardous Substance on or off-site of the Land.
- (j) Notwithstanding anything else in this Licence, the Licensee shall have no liability relating to contamination resulting solely from the District's use of the Land nor shall the Licensee be required to remediate any environmental concerns which may result solely from the District's use of the Land

22. **Notices** – Any notice or other writing required or permitted to be given to any party shall be sufficiently given if delivered by hand, or if sent by prepaid courier or if transmitted by facsimile to such party:

in the case of a notice to the Licensee, at:  
 “[ Enter Film company contact information]”

in the case of a notice to the District, at:

**District of Mission**

8645 Stave Lake Street, Mission BC, V2V 4L9

Attention: “[Enter Contact Name]”

Facsimile No. “[Enter Contact Fax Number]”

Email: “[Enter Contact Email Address]”

or at such other address or addresses as the party to whom such notice or other writing is to be given shall have last notified the party giving the notice in the manner provided in this section. Any notice or other writing sent in compliance with this section shall be deemed to have been given and received on the day it is so delivered unless that day is not a business day, in which case the notice shall be deemed to have been given and received on the next day that is a business day.

23. **District May Take Action**

- (a) If the Licensee fails to do any matter required of them under this Agreement, the District is entitled to take all such actions on the Licensee's behalf and at the Licensee's cost as are reasonably necessary to rectify the Licensee's failure, in addition to the District's ability to draw on any security required pursuant to the Agreement.
- (b) The District is in no circumstance liable for not taking such action or its manner of doing so, provided that the District acts reasonably.
- (c) The Licensee shall pay to the District the costs the District incurs pursuant to this provision forthwith upon receipt of an invoice including a 15% administration fee.

24. **General**

- (a) This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the District and its successors, administrators and assigns.
- (b) Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
- (c) Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
- (d) The Schedule attached to this Agreement forms part of this Agreement.

- (e) This Agreement constitutes the entire Agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement, and this Agreement may not be modified except by subsequent agreement in writing between the parties.
- (f) Time is of the essence of this Agreement.
- (g) The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
- (h) The Licensee's use of the Land will under all circumstances be viewed as a licence only and will not create nor be deemed to create any property interest in favour of the Licensee in the Land.
- (i) If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement, the parties hereby agreeing that they would have entered into the Agreement without the severed portion.
- (j) The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
- (k) This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.
- (l) This Agreement may be executed in separate counter parts, each of which will be an original and all of which taken together shall constitute one and the same contract, and any Party hereto may execute this Agreement by signing any such counterpart. Any party may deliver an executed counterpart signature page to this Agreement by facsimile transmission or by email in PDF format.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

**District of Mission** )  
by its authorized signatories: )  
 )  
 )  
 )  
 )  
\_\_\_\_\_)  
Mayor )  
 )  
 )  
 )  
\_\_\_\_\_)  
Corporate Officer )

"[Enter Film Company Name]" )  
By its authorized signatories )  
 )  
 )  
 )  
\_\_\_\_\_)  
Authorized Signatory )  
 )  
\_\_\_\_\_)  
Name )  
 )  
\_\_\_\_\_)  
Authorized Signatory )  
 )  
\_\_\_\_\_)  
Name )

**SCHEDULE "A"**  
**FILM PRODUCTION AREA**

**SCHEDULE "D"**  
**FILM PRODUCTION FEES**

	<b>Effective January 1, 2021</b>
Film Application Fee, non-refundable	\$285
Discounted rate for non-profit & charitable organizations and students	\$50
Business Licence Fee, non-refundable	As per Business Licence Bylaw 3964-2007
Security Deposit if applicable, refundable	\$5, 000
Street Use Permit, non-refundable	As per User Fees and Charges Bylaw 4029-2007
Hydrant Use Permit: Deposit, refundable Fee, non-refundable	As per User Fees and Charges Bylaw 4029-2007
Fire/Rescue Service Inspection Fee, non-refundable	\$100
Municipal Vehicles / Staff Assistance Costs, Security required	Costs calculated by type of equipment and staff required plus 15% administration fee
District Buildings and Facilities Charge for Parks, Recreation & Culture rentals and use of municipal parks - <b>Security required</b>	Individually priced based on equipment and staff required as per applicable bylaws
District Owned Fee Simple Lands other than municipal parks: - Licence of Use Fee - Licence of Use Cancellation Fee	\$500.00/day \$100.00
Building Permits	As per Building Bylaw 3590- 2003
Sign Permits	As per Sign Bylaw 1662-1997
Lands Within Municipal Forest: Key Deposit, refundable Licence of Use Cancellation Fee Licence of Use fee	\$60.00 \$100.00 \$500 .00/ day

\* GST is in addition to all fees