

File No.: 04-1000-20-2017-381

January 18, 2018

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of October 11, 2017 for:

Records regarding the production of Deadpool 2 from June 1, 2017 to October 11, 2017:

The Master License Agreement and any appendices and amendments, between City of Vancouver and its agents and representatives, and TCF Vancouver Productions Ltd., and its agents and representatives, for use of any city streets, parks and facilities.

All responsive records are attached.

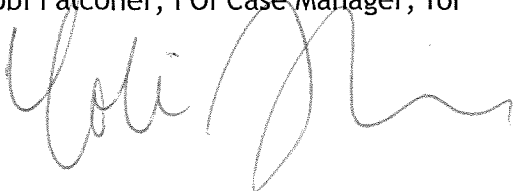
Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2017-381); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

Cobi Falconer, FOI Case Manager, for

A handwritten signature in black ink, appearing to read 'Cobi Falconer', written over the typed name.

Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4
Phone: 604.873.7999
Fax: 604.873.7419

Encl.

:ma

File No.: 09-0203

MEMORANDUM

March 3, 2014

TO: Janice McKenzie, City Clerk

cc: Jenny Jung, Coordinator - Special Events and Filming
(*by email*) Board of Parks and Recreation

Cael Hopwood, Manager - Film and Event Office
Film and Special Events

Dina Folks, Accounting Co-ordinator
Film and Special Events

FROM: Kim Giuricich, Legal Assistant

SUBJECT: **Film License Agreement**
City of Vancouver to TCF Vancouver Productions Ltd.

Attached for filing is an originally executed copy of the above-noted Film License Agreement. The term of the Agreement expires on December 31, 2014.

There are no expiry or other dates for you to monitor.

The Agreement may be sent to Records on December 31, 2015.

Kim Giuricich
kim.giuricich@vancouver.ca

KG:hkg
Attachment

Mailing Address:
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Canada

Delivery Address:
401-515 West 10th Avenue
Vancouver, BC V5Z 4A8
Canada

Telephone: (604) 873-7512
Fax: (604) 873-7445



CITY OF VANCOUVER MASTER FILM LICENSE AGREEMENT

THIS AGREEMENT made as of the 1st day of February, 2014

BETWEEN:

CITY OF VANCOUVER,
a municipal corporation with offices at
453 West 12th Avenue, Vancouver,
British Columbia, V5Y 1V4; and

BOARD OF PARKS AND RECREATION of the
City of Vancouver, with offices at 2099 Beach
Avenue, Vancouver, British Columbia, V6G 1Z4

(hereinafter collectively called the "City")

AND:

TCF VANCOUVER PRODUCTIONS LTD.,
(a subsidiary of Twentieth Century Fox Film Corporation)
a company incorporated under the laws of the
Province of British Columbia (Incorporation number: BC0834883),
having an office at 10201 West Pico Boulevard, Los Angeles,
California, USA, 90035

(hereinafter called the "User")

WHEREAS:

A. The City is:

- (i) the owner of all public streets and roads within the boundaries of the City of Vancouver (hereinafter collectively called "City Streets");
- (ii) the owner of all public parks including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "Public Parks"); and
- (iii) the owner of or has control of certain real property including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "City Buildings");

B. From time to time, the User wishes to Use (herein defined) certain City Streets, Public Parks and City Buildings (hereinafter collectively called "City Property") to film a Production (herein defined) and the City wishes to accommodate the User's request; and

C. The City and the User wish to enter into an Agreement with each other setting out the terms and conditions of Use of City Property,

NOW THIS INDENTURE WITNESSETH that in consideration of the fees, covenants and agreements hereinafter reserved and contained on the part of the User to be paid, observed and performed, the City hereby grants to the User permission to Use City Property upon the following terms and conditions:

1. Definitions

- (a) "City's Agent" means:
 - (i) for Use of the interior of the Vancouver Art Gallery - the Director of the Vancouver Art Gallery;
 - (ii) for Use of grounds around the Vancouver Art Gallery - the Manager of Real Estate Services or nominee for the City of Vancouver;
 - (iii) for Use of all other City Buildings - the Manager of Real Estate Services or nominee for the City of Vancouver;
 - (iv) for Use of City Streets - the City Engineer for the City of Vancouver;
 - (v) for Use of City Parks and streets within City Parks - the General Manager of the City of Vancouver Board of Parks and Recreation (the "Park Board");
 - (vi) for Use of Mountain View Cemetery - the Manager of the Mountain View Cemetery; and
 - (vi) for Use of Civic Theatres properties - the Director of Civic Theatres;
- (b) "City Manager" means the chief administrator from time to time of the City of Vancouver and her successors in function and their respective nominees;
- (c) "City Parties" means the City, the Vancouver Police Department, the Vancouver Police Board, The Vancouver Art Gallery Association, the Vancouver Public Library Board, and their respective officials, officers, commissioners, elected or appointed officials, employees and agents;
- (d) "DRM" means the chief administrator from time to time of the Risk Management Department of the City of Vancouver and her successors in function and their respective nominees;
- (e) "Production" means any recording or depiction made pursuant to this agreement by any technology whatsoever including, without limitation, any sound recordings, video production, motion picture production, television production, television commercials and photography;
- (f) "Term" means from the 1st day of February, 2014, commencing at 9:00 a.m. and expiring at midnight on the 31st day of December, 2014; and
- (g) "Use", "Used" or "Using" means to occupy, possess, use, record sound and/or photograph by any means (including without limitation by means of recording tape, motion picture, still or video device photography).

2. Grant

Subject always to the terms and conditions of this Agreement, any location agreements required by City Agents and to such other terms and conditions as any City's Agent may advise the User of at any time and from time to time, the City hereby grants to the User and its directors, officers, employees, material suppliers, agents, contractors, subcontractors and invitees (the "User's Personnel"):

- (a) the right to Use City Property for the Term or that part of the Term agreed to by the City's Agent for the specific purpose of filming the Production;
- (b) the right to depict and refer to City Property or any part thereof by any fictitious names or logos or, with the prior written permission of the City's Agent, by their real names, provided however, the User may photograph, record, depict and refer to City Streets by their real or fictitious names;
- (c) the exclusive ownership in perpetuity, of the Production made pursuant to this Agreement; and
- (d) the exclusive right to use, exhibit, sell, advertise and promote, in perpetuity, the Production made pursuant to this Agreement, in all media (now known or hereafter devised) throughout the universe.

3. Insurance

At least five (5) days prior to commencing Use of the City Property, the User shall deliver to the Film and Special Events Office of the City Engineering Department proof of the User's insurance policy in the form of the City's standard insurance certificate attached hereto as Appendix F evidencing commercial general liability insurance in the amount not less than \$5,000,000.00 with a deductible amount acceptable to the City's DRM. The User shall not commence Use of the City Property until and unless the DRM has accepted the form and content of the detailed Certificate of Insurance. The insurance policy shall include but not necessarily be limited to the following coverages/provisions:

- (a) all premises and operations necessary or incidental to the Production and to the performance of this Agreement;
- (b) products and completed operations;
- (c) "broad form" property damage;
- (d) contractual liabilities; (if the User's insurance excludes liability assumed by contract, the User shall have its insurer specifically acknowledge this Agreement as an insured contract under the User's policy of insurance);
- (e) stunts and special effects;
- (f) not expire until midnight on the day the User completes the Use of City Property pursuant to this Agreement; and
- (g) shall not be cancelled or materially altered without at least 30 days' prior written notice to the DRM.

In addition to the coverages/provisions hereinbefore set out, the User's commercial general liability insurance policy or policies shall be endorsed with the following provisions:

- (h) naming the City of Vancouver as additional insured, including:
 - i) the City of Vancouver Board of Parks and Recreation;
 - ii) the Vancouver Police Board;
 - iii) if the User intends to Use the Vancouver Art Gallery, The Vancouver Art Gallery Association; and
 - iv) if the User intends to Use the Vancouver Public Library, the Vancouver Public Library Board,

and their respective officials, officers, employees and agents, for all liabilities arising out of the insured's activities on, or Use of, City Property.* This insurance coverage is primary to any insurance or self-insurance maintained by the City of Vancouver; and

- (i) the insurance provided by this policy shall apply in respect to any claim or action brought against any one insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each 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. The inclusion herein of more than one insured shall not operate to increase the limit of liability under this policy.

4. Permission and Fees

During the Term hereof, each time the User wishes to Use City Property and prior to Using same, the User hereby agrees to:

- (a) obtain the written permission of the City Agent(s) having authority to manage the specific City Property to be Used by the User and, if required by the applicable City Agent(s), execute a location agreement governing the Use of the specific City Property. Provided that, in the event of a dispute as to which City Agent has authority to manage a specific City Property, the final decision as to authority shall be made by the City Manager; and
- (b) deliver to the applicable City's Agent(s) the fees and deposits payable for Use of City Property by certified cheque or money order in the amounts required by such City Agent(s).

5. Additional Costs incurred by the City Parties

In addition to payment under Section 4(b) hereof the User hereby agrees to pay upon demand all costs incurred by the City Parties in connection with Use of City Property by the User and/or the User's Personnel including but not limited to costs for additional personnel.

6. **Restrictions**

The User agrees that:

- (a) the City has made no representations or warranties as to the fitness for any particular use, safety, condition or state of repair of City Property. The User has inspected the City Property and hereby accepts the City Property "as is" and agrees to assume full responsibility for the safety and security of City Property used by the User and/or the User's Personnel;
- (b) the City has no obligation concerning construction, fitting, finishing or furnishing of the City Property for Use by the User or the User's Personnel;
- (c) the User and the User's Personnel shall not, except as expressly approved by the City in writing, commit or permit any waste or injury to the City Property, any nuisance therein or any manner of use which causes or is likely to cause unreasonable annoyance or disturbance to any tenants or occupants of the City Property or to the general public, nor shall the User or the User's Personnel release or permit to be released or permit to be released into or onto City Property any waste or special waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act* (Canada), as amended) or any matter which the British Columbia Ministry responsible for the environment considers a risk to the environment or to human health;
- (d) the User shall not do, or permit to be done, except as expressly approved by the City in writing, anything which would cause the City's insurance to be cancelled or the cost thereof to be increased. Provided however that without waiving the foregoing prohibition, and notwithstanding that the City may have granted express approval for a particular activity, the City may demand in writing, and the User shall comply with such demand, to cease or cause to be ceased any activity or condition which would cause the City's insurance to be subject to cancellation. If the City's insurance costs increase due to any breach by the User of this provision, the User shall pay to the City on demand, the amount of any such increase in cost caused by any such breach. If the User's breach results in cancellation of any policy of insurance, the User shall indemnify the City for any losses resulting from such cancellation;
- (e) the User shall comply at its own expense with all municipal, federal, provincial, sanitary, fire and safety laws, by-laws, regulations and requirements pertaining to or arising as a consequence of the User's and the User's Personnel's Use of and activities on the City Property;
- (f) the User shall, at its own expense, obtain any and all necessary permits, licenses and approvals including, but not limited to, development permits, building permits, occupancy permits, electrical permits, business and other licenses and approvals required by the City, Park Board and any other governmental, regulatory or sanctioning body whose consent is required for the Production;
- (g) the User shall ensure that all necessary inspections, approvals and permits, which are required under the City by-laws, for all temporary sets,

improvements and for the Production, including but not limited to any tents and grandstands, have been obtained prior to Use thereof on City Property;

- (h) the User agrees to provide an appropriate level of security and traffic control officers, either by way of private security personnel or City police officers or a combination of both, as determined in the discretion of the Vancouver Police Department's Chief Police Constable to be necessary during each Use of City Property at the sole cost of the User;
- (i) City Parties shall have access to any City Property Used by the User at all times for emergency and inspection purposes and during reasonable hours for maintenance or operational purposes;
- (j) the User shall not make any reference to the City of Vancouver (as a municipal corporation), the Vancouver Police Department, the Vancouver Police Board, the Vancouver Public Library Board or the Park Board whether such reference is visual, written or oral, without the prior written consent of the applicable City Agent;
- (k) the User shall be responsible for the payment of any taxes (excluding property taxes) exigible on any payments required to be made by the User under this Agreement;
- (l) the User shall not permit garbage, refuse or debris to be stored, placed, or left to accumulate upon the City Property, except as may be reasonably necessary or incidental to a Production;
- (m) the User shall not permit any builders liens or any claims to be registered against the City Property and, in the event any liens or claims are so registered, shall immediately cause any such liens and claims to be discharged at the User's cost;
- (n) the City shall not be liable or responsible for:
 - (i) any interference or inconvenience caused by damage to the City Property or by repairs thereto or by failure or interruption in the supply of electricity, light, water, heat, air conditioning or other utilities. The City agrees to use reasonable efforts to restore any such utilities if they are interrupted; and
 - (ii) indirect, special, punitive or consequential loss or damage of any kind, whether or not the City was advised of the possibility of such loss or damage; and
- (o) the User shall endeavour in good faith to ensure that any User's Personnel Using City Property do not cause labour disputes or work stoppages to other employers or tenants located on or about the City Property. In the event any contractors or employees of the User cause a labour disruption, including but not limited to a slowdown, strike, refusal to work or picketing, at or about the City Property, the City may, in its sole discretion, require the User to use its best efforts to remove such contractors or employees from the City Property for the duration of the labour disruption.

7. **Guidelines**

The User acknowledges that it has received a copy of the guidelines which are attached hereto as Appendices "A", "B", "C", "D" and "E" and the User covenants to cause the guidelines to be fully and faithfully honoured at all times. Notwithstanding receipt by the User of the guidelines attached hereto, the City and the User acknowledge and agree that the City's Agent(s) may, at any time, and from time to time, amend the Guidelines and/or impose further restrictions, guidelines or rules on the User's Use of City Property which the City's Agent deems appropriate in order to:

- (a) protect and manage City Property;
- (b) minimize the disturbance caused to the surrounding areas by the User; and/or
- (c) protect the health, safety and welfare of the general public.

The User is responsible for obtaining copies of any current guidelines from the City's Agent. The City's Agent shall maintain copies of any general guidelines and shall make copies available for pick-up by the User.

8. **Temporary Sets and Alterations**

Subject to prior written approval of the City's Agent, the User and the User's Personnel may:

- (a) erect and maintain temporary motion picture sets and structures; and
- (b) make minor alterations to City Property or any part thereof;

PROVIDED that the User shall, at its own expense and in accordance with Section 10 hereof, remove all temporary motion picture sets and structures and restore and repair City Property to its former condition, unless otherwise authorized in writing by the City's Agent.

9. **Health and Safety**

- (a) The User shall not suffer, cause or permit in, upon or around City Property unlawful events or events which endanger public health or safety.
- (b) Where an exemption from a City By-law is sought by the User, permission must be obtained in writing from the City prior to the event taking place.

10. **Restoration and Repair After Use**

Prior to vacating the City Property:

- (a) the User shall remove all goods and chattels of whatsoever kind or nature, other than goods and chattels belonging to the City, brought into or onto City Property by the User or the User's Personnel in connection with the Production and shall leave the City Property in a neat and tidy condition free of all garbage, refuse and debris. Any goods or chattels not so removed will, at the sole option of the City, be deemed to be the absolute property of the City,

without payment to the User, to be disposed of as the City sees fit, but without prejudice to any other right or remedy available to the City.

- (b) the User hereby agrees to repair, to the satisfaction of the City's Agent, all damage to City Property caused or contributed to by:
 - (i) the erection, maintenance and removal of the temporary motion picture sets, improvements and structures by the User or the User's Personnel;
 - (ii) alterations made to City Property by the User or the User's Personnel; and
 - (iii) the Use of City Property by the User or the User's Personnel,

on or before the date specified by the City's Agent or such longer period of time as the City's Agent may agree to in writing PROVIDED HOWEVER that should the User expeditiously commence to restore and repair pursuant to this Section but due to circumstances beyond its control is unable to complete same, the City agrees to permit the User such period of time to restore and repair as is reasonable in the circumstances.

11. Default and Termination

If and whenever:

- (a) any rental fee or deposit or any part thereof is not paid pursuant to the terms of this Agreement or as required by the City Agent(s);
- (b) the User is in default in the payment of any fee or payment other than a rental fee or deposit, required to be paid by the User under the terms of this Agreement or as required by the City Agent(s) and such default continues for 5 days following any specific due date on which the User is to make such payment or, in the absence of such specific due date, for 5 days following delivery of notice requiring the User to pay the same; and/or
- (c) the User defaults in performing or observing any of the provisions of this Agreement other than those requiring payment of money to the City Parties and such default continues for a period of 5 days after delivery of notice thereof to the User, except for a default which the City Manager determines that to be cured with all due diligence would require a longer period, then after such longer period as is established in writing by the City Manager,

then the applicable City Parties may, at their option:

- (d) correct the default and upon the completion of the work required to correct such default, the User shall pay to the applicable City Parties within 10 days of receipt of an invoice therefore the costs of such correction plus an administrative fee of not more than twenty percent (20%); or
- (e) terminate this Agreement. If this Agreement is terminated the User shall upon receipt of written notice, immediately cease Use of City Property, promptly remove all of its equipment, materials and personnel from City Property and shall repair and restore such City Property in accordance with the terms of this

Agreement. Notwithstanding the foregoing, the provisions of paragraphs 2(b), (c) and (d), 10, 11, 12 and 14 shall remain in full force and effect.

Notwithstanding the foregoing if the City Manager deems a default to be a threat to the health or safety of any person, the User shall cure such default within the time limit determined by the City Manager. All invoices submitted to the User by the City Parties are payable within 10 days from the date of receipt of the invoice. The User agrees that whenever and so long as any monies payable by the User to the City Parties under this Agreement are in arrears, such amounts shall bear interest at the Prime Rate (hereinafter defined) plus three percent (3%) percent per annum calculated monthly, not in advance, from the date due until paid. For purposes of this Agreement "Prime Rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, Head Office, 595 Burrard Street, Vancouver, British Columbia, as the base rate that shall be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the Prime Rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable by reason of uncertainty, then the rate of interest payable on amounts overdue from time to time under this Agreement shall be twenty-one percent (21%) percent per annum calculated monthly, not in advance, from the date due until paid.

12. Ownership

The parties hereto agree that:

- (a) the City shall have no proprietary interest in the Production made pursuant to this Agreement and the Production shall be the sole property of the User;
- (b) the User shall not be obliged to make any use of the Production made pursuant to the permission granted under this Agreement; and
- (c) the City shall have no right of action for injunctive relief against the User or any other party preventing the distribution, exhibition, advertising and exploitation of the Production.

13. Election Not to Use City Property

The User may at any time elect not to Use City Property by forthwith advising the City in as expeditious a manner as is possible and by giving the City written notice of such election addressed the applicable City Agent(s) and in that event, the User agrees to pay all costs incurred or revenue lost by the City in reserving City Property for Use by the User.

14. Release and Indemnity

The User hereby releases and agrees to fully indemnify and save harmless the City Parties from and against any and all costs, losses, damages, including indirect or consequential damages, claims, demands, liability, actions, judgments, legal expenses (on a solicitor-client basis), builders' liens, workers' compensation claims and expenses of any nature whatsoever, including for loss of life or personal injury (the "Costs"), which may arise or accrue to any person, firm or corporation against the City Parties or for which they may be liable for resulting from or which would not or could not have occurred but for the Use of City Property by the User and/or the User's Personnel, including without limitation, any claims that would not or could not have occurred but for:

- (a) any breach, violation (including any violation of any law, by-law, ordinance and/or regulation) or non-performance by the User and/or the User's Personnel of any obligation to be performed under this Agreement; and/or
- (b) any act or omission, default or negligence on the part of the User and/or the User's Personnel in or about City Property,

provided that such covenant to release and indemnify the City Parties shall not apply if, or to the extent that, such Costs are caused by the negligence or wilful misconduct on the part of the City Parties. This release and indemnity shall survive termination of Use of City Property by the User.

15. **Workers' Compensation Board Compliance**

- (a) *Payment of WCB Assessments* - The User agrees that it shall comply with all applicable requirements of the British Columbia Workers' Compensation Board including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full Workers' Compensation Board coverage for itself and the User's Personnel (including all contractors and subcontractors). The User hereby confirms that it is registered and in good standing with the Workers' Compensation Board and all assessments have been paid in full prior to execution of this Agreement.
- (b) *Designation of User as Prime Contractor* - The City now designates the User as the Prime Contractor, and the User now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the British Columbia Workers' Compensation Board legislation ("WCB Legislation").
- (c) *Prime Contractor's Obligations* - Without in any way limiting the User's obligations under the WCB Legislation, and by way of example only, the User shall:
 - (i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for User's Use of the City Property; and
 - (ii) provide and receive and respond to all information required to be given, received or relayed by the User (both as an employer and as the Prime Contractor) pursuant to the WCB Legislation;
- (d) *General WCB Obligations* - In addition to, and not in lieu of, the User's obligations as the Prime Contractor, the User shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety policies, rules and regulations are observed during performance of this Agreement, by the User and the User's Personnel.

16. **Holdover**

The parties agree that there shall be no holdover under this Agreement.

17. **Interest in Land**

This license shall not be construed as creating an interest in land.

18. **Assignment**

Other than with regard to its rights, specified in paragraph 2(d), the User shall not, without the prior written consent of the City, assign or sublicense any of its rights or obligation pursuant to this Agreement.

19. **Entire Agreement**

Subject to the execution of any location agreements with City Agents, the provisions contained herein constitute the entire agreement between the parties and supersede all previous communications, representations, understandings, and agreements whether verbal or written between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of a location agreement and the terms of this Agreement, the terms of this Agreement shall prevail except where the location agreement specifies required payments and schedules for payments.

20. **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

21. **Governing Laws**

This Agreement shall be governed by the laws of the Province of British Columbia and the User agrees to submit to the jurisdiction of the courts of British Columbia.

22. **Business License**

The User shall obtain a valid City of Vancouver business license prior to commencing Use of City Property.

23. **Corporate Ratification**

The User covenants and agrees that all corporate action necessary for the entering into, authorization and execution of this Agreement has been taken, and further warrants and represents that it has capacity and authority to enter into this Agreement and carry out all of its obligations hereunder.

24. **Notices**

- (a) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the User may be given or served by delivering by courier or deposited in the mail, postage prepaid by registered mail, a letter addressed to:

TCF Vancouver Productions Ltd., a subsidiary of
Twentieth Century Fox Film Corporation
P.O. Box 900
Beverly Hills, CA
90213

Attention: Anne Reddington

Telephone: 310.369.3906
Fax: 310.369.8703

with a copy to:

TCF Vancouver Productions Ltd.
2880 UNDERHILL AVE.
BURNABY, BC, V5A 3C5

Attention: DREW LOCKE

Telephone: 604-637-4800
Fax: 604-420-4237

or at such other address as the User may advise in writing, or may be personally served upon the User or any person hereafter authorized by the User to receive such notice.

- (b) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the City may be given or served by delivering by courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: Manager, Film & Special Events

with a copy to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: Director of Legal Services

or at such other address as the City may advise in writing, or may be personally served upon the City or any person hereafter authorized by the City to receive such notice.

Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served shall be deemed to have been received in five (5) days from such mailing or, in the case of delivery by courier or fax, on the day of delivery by the courier company or receipt of fax confirmation by the sender.

25. **Remedies Cumulative**

Subject to section 12(c), no reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City shall be entitled to commence and maintain an action against the User to collect any fees, deposits, costs or expenses of any nature or kind not paid when due, without exercising the option to terminate this Agreement pursuant to Section 11.

26. **No Prejudice**

The rights and obligations contained in this Agreement shall not be abrogated, prejudiced or effected by the granting of time, or any indulgence or concession by either party to the other or to any other person or by any compromise, release, abandonment, waiver, variation or relinquishment of any rights of either party to this Agreement or any other person or by omission or neglect or any other dealing, matter or thing which, but for this section, could or might operate to abrogate, prejudice or effect the rights or the obligations of either party under this Agreement.

27. **Time of Essence**

Time is of the essence in this Agreement.

28. **Severability**

The parties hereto agree that if it is held by any court of competent jurisdiction that any part of this Agreement is void, voidable, illegal or unenforceable, that part of the Agreement shall be deemed to be deleted from the Agreement and all other provisions of the Agreement remain in full force and effect and shall be binding in all respects upon the parties hereto.

29. **Vancouver Charter**

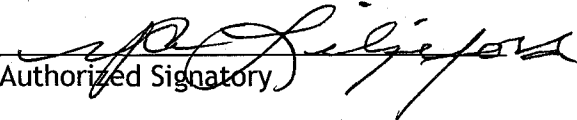
Nothing contained or implied herein shall derogate from the obligation of the User under any other agreement with the City or any City Parties or prejudice or affect City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if

the City so elects, as fully and effectively exercised in relation to the User's Use of the City Property as if this Agreement had not been executed and delivered by the User and the City.

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

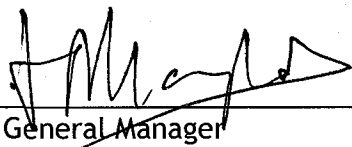
CITY OF VANCOUVER

Per:


Authorized Signatory

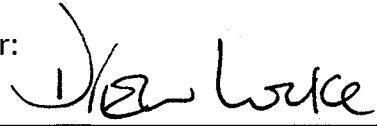
BOARD OF PARKS AND RECREATION

Per:


Deputy General Manager

TCF VANCOUVER PRODUCTIONS LTD.

Per:


Authorized Signatory

Authorized Signatory

Workers' Compensation Board Registration Number(s) of the User and all contractors and subcontractors of the User:

816168

City of Vancouver Business License Number: 14-185660

[Note: Film License Application will not be processed without the WCB and Vancouver Business License numbers**]**

APPENDIX A

CITY OF VANCOUVER
ENGINEERING DEPARTMENT
FILM AND SPECIAL EVENTS OFFICE
PHONE: 604-873-7337

GUIDELINES FOR FILMING ON-STREET IN THE CITY OF VANCOUVER

1. A film company must apply to, and receive permission from the City Engineer, or his designate, to film on a City street, to occupy a street for the purpose of filming elsewhere, or where off-street filming affects the normal use of the adjacent street.
2. The City Engineer shall be guided by the following principles when determining whether the above permission is to be granted:
 - a) streets in the Downtown District shall not be closed during the retail business day unless:
 - (i) adequate alternate routes are available;
 - (ii) adequate access is assured to adjacent businesses; and
 - (iii) transit can be maintained on the portion of street to be closed, or can be maintained on adjacent streets,

all to the satisfaction of the City Engineer;

 - b) major streets shall not be closed during rush hours or other high volume traffic periods;
 - c) when traffic cannot be effectively diverted onto other streets, traffic shall be stopped only intermittently and for no longer than three continuous minutes during each 10 minute period; and
 - d) the amount of previous filming in an area.
3. Occupants of properties within a street closure or within any area a film company is filming are to be given reasonable prior notice of the proposed activity by the film production company.

In a residential area, residents in any block where filming is occurring or which is occupied by film production vehicles shall be given reasonable prior notice of the proposed activity. The City Engineer may request a wider area of notification if he believes it advisable.

In the Downtown District, the City Engineer shall determine the extent of the area to be notified when filming is occurring.

Notification shall include:

- a) name of the production company,
- b) name of the location manager and a phone number,

- c) phone number of the City of Vancouver Film Coordination office,
- d) phone number of the B.C. Film Commission office,
- e) date and time the film company shall be working in the area with a brief description of what their activity shall be.

Each vehicle belonging to the film production company shall display proper identification on the dashboard including a telephone number.

- 4. The film company shall pay promptly when requested for all direct costs incurred by the City for the use of City services.
- 5. The film company shall be required to deposit funds equal to the estimated cost of City services prior to the commencement of any "on-street" filming. If the costs incurred by the City for the use of City services is not paid promptly upon request, the City may, at its option, apply the deposit to such costs. If the deposit does not cover the costs in their entirety, the film company shall be responsible for any outstanding balance.
- 6. Requests for street signing and Police must be made a minimum of two (2) working days prior to the time required by the film company.
- 7. In most cases, street parking space shall be provided by the City for essential unit vehicles. Where off-street parking is available, the film companies should use it for non-essential vehicles, i.e. crew parking. In locations where off-street parking is not available, i.e. residential locations, the film company may be required to use a remote parking location and arrange for a suitable shuttle. At all times parking should be organized to minimize the disruption to the area.
- 8. Move-ins, move-outs and any noisy activities of a film production company in a sensitive residential area shall occur only during the following periods unless special permission is obtained from the City Engineer. Permission shall be granted only upon due consideration that there are no other options available.

Monday to Thursday	-	0700 to 2300
Friday	-	0700 to 2400
Saturday	-	0800 to 2400
Sunday	-	0800 to 2300

- 9. Late night and early morning filming between the hours outside of those in (8) shall not be permitted unless the City Engineer is satisfied that a majority of the residential premises impacted by such late night film production approve. Minor exceptions may be granted at the discretion of the City Engineer.
- 10. Recognizing the disruptions caused by filming activities, it may be necessary for the City Engineer to limit the use of any sensitive film location. In general, the City Engineer shall be guided by a majority petition from impacted residents to limit filming in any location.
- 11. A film production company shall place on the sidewalk in the area of filming, an information sign advising the public of the name of the film and noting that they may be inconvenienced while walking through the area.

APPENDIX B

CITY OF VANCOUVER
CORPORATE SERVICES DEPARTMENT
FACILITIES DESIGN AND MANAGEMENT DIVISION
PHONE: 604-873-7620

GUIDELINES FOR FILM PRODUCTION IN CITY BUILDINGS

Introduction

The City of Vancouver owns over 300 buildings within its boundaries, most of them under the responsibility of the Facilities Design and Management division of the City Corporate Services department. Facilities Design and Management also has responsibility for parking areas, grounds or open areas associated with these buildings.

In some cases there are shared responsibilities in various degrees with the users of the building, be they other City Departments, City Boards or private lessees. In these cases, Facilities Design and Management must canvas the users of the facilities and establish what level of involvement the various parties shall have.

Table 'A' attached is a list of properties which Production companies may be interested in using. In some cases the listing is not a building, but a property.

To get assistance through the initial phases of surveys and negotiations, a Production company can directly call the Manager of Building Services. His telephone number is 604-873-7615 and the Facilities Design and Management's general number is 604-873-7620. The facsimile number is 604-873-7186.

City-owned City Buildings are highly utilized buildings with virtually no spare space. Any disruption in their normal method of operation can have surprising and unexpected repercussions. For these reasons, City officials are very cautious in allowing extraordinary demands on the facilities. However, City Buildings are generally available for the film industry.

A number of City Buildings operate during the normal Monday to Friday work week, however, there are many City Buildings which operate 24 hours a day, seven days a week.

I. PROCEDURE TO REQUEST USE OF CITY BUILDINGS

Submit a written request to the Manager, Buildings Services at least a week before requested use date. For a speedy approval and in order to eliminate the element of surprise, the following information is required:

1. Name of company and the date the Master Film License Agreement with the City was signed.
2. Areas affected and exact location of the proposed project.
3. What scene and affect is sought.
4. Why this particular location is requested.

5. Are there other City of Vancouver departments or organizations involved?
6. Has the film producer contacted the Films and Special Events Division, Engineering Department?
7. What are the proposed dates/periods of activity?
8. What is the maximum size of the proposed activity? Number of crew, equipment, support vehicles, etc?
9. Are there any celebrities which may attract an unusual and disruptive amount of onlookers?
10. What is the theme of the production?
11. Is there any possibility of public controversy?
12. Is there any risk to life or property? (i.e., high risk special effects or stunts?)
13. Do you have any special technical needs, e.g. utilities, parking, security, altering an operation, chemical treatment of City property, etc?

If the Manager, Building Services gives approval in principle, the following documentation is required:

- (1) enter into a location agreement with the applicable City Agent; and
- (2) provide necessary fees and deposits to the satisfaction of the Manager, Building Services.

II FEES

Fees shall be as negotiated by the Manager, Building Services, but as a guide a building such as City Hall is \$750 per day or part of, for set-up/wrap, and \$1,500 per day for shooting.

Other Costs:

If access to buildings or grounds is granted, all costs associated with filming including service staff and extra City security staff, cleaning and damage repair shall be paid by the User. The Use of the service staff will be determined by the Manager of Building Services.

III GENERAL OFFICE HOURS

8:30 a.m. to 5:30 p.m. Monday to Friday (5 days). Closed on Statutory holidays.

IV SPECIFIC AREAS

Use of public areas, office space, driveways and parking areas require approval by the Manager, Building Services with concurrences by involved Department Heads/City Manager. Filming in entrances, interior public areas and office spaces can be scheduled after office hours or on weekends. No activity is permitted in or around the

Main City Hall building during office hours and no closure of the upper driveway is allowed during office hours.

V PARKING

Parking shall be in accordance with approved regulations. For special street parking arrangements contact Films & Special Events Division, Engineering Department at 604-873-7337. There is no parking at Art Gallery III Parking Lot, North to South Plaza and at Georgia.

VI SUPPORT UTILITIES

The City discourages the use of City Buildings space for dressing rooms, washrooms facilities, or food services, however, requests for facilities shall be considered.

VII EMERGENCY PROCEDURES

Most City Buildings are equipped with fire alarm systems which include heat and smoke detectors. Therefore care must be taken to avoid film production equipment activating detectors. The systems are generally connected to the alarm centre and the City of Vancouver Fire Department responds to all alarms.

If an alarm is activated, the buildings must be evacuated. This shall include all film production cast and crew.

The film company shall be responsible for any expense that may be incurred by the City if an alarm is activated due to use of City Property by the User.

VIII SMOKING RESTRICTIONS

Smoking is not permitted in City Buildings.

IX TELEPHONES

Use of City Buildings telephones is not permitted except under special pre-approved arrangements.

X PROTECTION

Any materials used to protect walls and balustrades in stairwells or exit corridors shall be flame-proofed to meet City of Vancouver by-law requirements.

XI OCCUPATIONAL HEALTH AND SAFETY REGULATIONS

When film production cast and crew are operating on City Buildings property, all Federal, Provincial and Municipal regulations with regard to Occupational Health and Safety and City of Vancouver By-laws shall be strictly adhered to.

TABLE "A"

<u>BUILDING</u>	<u>ADDRESS</u>
Vancouver Centennial Museum	1100 Chestnut Street
Vancouver Maritime Museum	1100 Chestnut St./1905 Ogden St.
St. Rock Shelter	1905 Ogden Street
Planetarium	1100 Chestnut Street
Southam Observatory	Vanier Park
Archives	1150 Chestnut Street
Libraries - In General	Various Locations
City Hall and East Wing	453 West 12th Avenue
Orpheum	873 & 884 Granville Street
Queen Elizabeth Theatre	649 Cambie Street
Vancouver Playhouse	649 Cambie Street
City Analyst/Police Museum	238 East Cordova Street
City Pound	1280 Raymur Street
Firehalls - In General	Various Locations
Mountain View Cemetery	5455 Fraser Street
Evelyne Saller Centre	320 Alexander Street
Antoinette Lodge	535 East Cordova Street
New Continental Residence	1067 Seymour Street
Barclay Heritage Square	Corner of Broughton and Haro
Alexander Residence	58 Alexander Street
Central Residence	42 East Cordova Street
Gresham Residence	716 Smithe Street
Oppenheimer Lodge	450 East Cordova Street
Roddan Lodge	124 Dunlevy Street
Carnegie Centre	401 Main Street
The Gathering Place	609 Helmcken Street
Vancouver Police Offices	2120 Cambie Street
Roedde House	1415 Barclay Street

**APPENDIX C
CITY OF VANCOUVER
COMMUNITY SERVICES GROUP
Non-Market Operations
Mountain View Cemetery**

**GUIDELINES FOR FILMING
AT
MOUNTAIN VIEW CEMETERY**

INTRODUCTION

Mountain View Cemetery is under the control of the Manager of the Mountain View Cemetery. Mountain View Cemetery can be made available for filming providing such filming does not interfere with the normal operation of the Cemetery. Funerals have precedence over filming and all filming and related activities must cease during the interment. All filming related equipment and staff must leave the vicinity of the interment. Alternatively, the filming shall be postponed to a more favourable time at the discretion of the Manager of Mountain View Cemetery. The following fees and regulations are intended to allow the use of the Cemetery while recognizing it as a place of respect and reverence.

GUIDELINES

Specific site arrangements and timing must be approved by the Manager of Mountain View Cemetery. The following fees shall be charged to production companies (effective September 1, 2002):

General Site Usage

- | | | |
|---|---------|-------------|
| ■ Shooting -- Full Day | \$1,000 | per day |
| ■ Shooting -- Half Day (depart prior to 12:00 p.m.) | \$750 | per 1/2 day |
| ■ Shooting -- Half Day (arrival after 12:00 p.m.) | \$750 | per 1/2 day |
| ■ Prep/Wrap (separate day from shooting) | \$500 | per day |

After hours usage (outside 7:00 a.m. - 4:00 p.m. Mon - Fri.) \$70 per hour

Grave side props (on-site use only) \$300 per day

Road usage for Production scenes \$500 per day

Tents or shelters

- | | | |
|-----------------------|-------|----------|
| ■ less than 10' x 10' | \$0 | |
| ■ up to 40' x 40' | \$300 | per tent |

The Applicant must arrange for an on-site meeting at least 5 working days prior to the filming date to clearly communicate all events related to the proposed filming. Subsequent to this meeting, the Applicant must provide a filming proposal map and a list of all equipment to be placed within the Cemetery grounds. Please include details such as:

- Intended location - showing set, placement of equipment such as lighting, generators and vehicles, and including specific details of driving shots or special effects. It should also specify the roads to be used for storage and the intended route(s) for the actual filming.
- Tents and shelters - showing the number, size and location of each

Be advised that the cemetery does not provide any access to electrical connections and opening of graves is not permitted.

Please remember that the Cemetery is a public place and at no time shall any person be denied access to any part of the Cemetery by a Production Company. Please be aware that we are located beside a residential neighbourhood and that City filming curfews are in effect at the Cemetery.

The User shall be charged for clean-up of garbage or other debris remaining after the Cemetery use. Repair of any damage to the turf, trees, shrubs and roads is the responsibility of the User and must be completed to the satisfaction of the Manager. Any other services and equipment needed and the appropriate usage fee may be negotiated with the Manager of Mountain View Cemetery.

APPLICATION and INSURANCE

Application to Film and Proof of Insurance Coverage forms must be completed and returned to the City of Vancouver Film Office before final approval to film at the Cemetery is granted. These are available on the Film Office web-site (www.city.vancouver.bc.ca/engsvcs/projects/filmoffice/Index.htm) or call the Film Office (604-873-7337) for additional information.

CEMETERY CONTACTS

Foreman (Film Liaison) - Arnold McEwen	Ph: 604.325.2646
	Cell: 604.834.3717
	Fax: 604.323.2647
Manager - Glen Hodges	Ph: 604.325.2623

APPENDIX D
GUIDELINES FOR FILMING
AT
CITY OF VANCOUVER BOARD OF PARKS & RECREATION
PARKS AND FACILITIES

The Board of Parks and Recreation has 1,256.96 hectares of parkland in 174 parks.

The parks, located throughout the City, include a wide variety of facilities, i.e. playfields, ball diamonds, golf courses, beaches, outdoor pools, ice rinks, community centres, fitness centres, marinas, restaurants and gardens.

The Board of Parks and Recreation provides access to parks and facilities wherever possible for film production, however, the disruption of any planned special events, organized sports groups, maintenance crews or the general public in their regular use of parks and facilities is discouraged. The fact that some areas are environmentally sensitive is another issue which may influence decision on access.

VANCOUVER PARK BOARD
2099 BEACH AVENUE
VANCOUVER, B.C.
V6G 1Z4

PHONE NO: 604-257-8400

COORDINATOR OF SPECIAL EVENTS AND FILMING
RECREATION DIVISION

PHONE NO: 604-257-8494 FAX NO: 604-257-8501

Office hours: 8:30 a.m. to 4:30 p.m.

Monday through Friday - 5 days a week

Closed on statutory holidays

DOCUMENTATION:

Prior to using Park Board parks or facilities, the film production company shall:

1. Enter into the Master Film License Agreement with the City of Vancouver for filming.
2. At least 10 days before use, contact the Park Board's Special Events and Filming Coordinator (the "Coordinator") at 604-257-8494 regarding proposed site(s) and date(s).
3. If required, meet at proposed locations with the Coordinator to explain the needs of the film sequence and discuss impact on site or public.
4. At least 5 business days before intended use date (when possible) submit an application for filming to the Vancouver Board of Parks & Recreation stating details on desired location, days, times and specific needs of film sequence.
5. If required by the Coordinator, enter into a location agreement with the Park Board.

FEES:

1. The Vancouver Park Board has a per location/per day fee for filming on parkland. In addition, film companies shall be billed as required to recover the Board's costs for requested services, staff supervision and for additional consulting time.
2. To use community centres, rinks, pools - contact the Coordinator of the Community Centre. Rates differ from centre to centre.
3. To use restaurants, bowling greens or other leased properties - Contact the Manager, Chair or Secretary at each facility. Rates shall differ.
4. To use Park Board offices and buildings, the Boardroom or corridors, contact the Coordinator. Fees shall be negotiated. Park Board approval may be required.

PARKING REQUIREMENTS:

Park Board parking lots currently operated by Vinci Park can be booked through the Coordinator, fees shall be negotiated.

APPENDIX E

GUIDELINES FOR FILMING AT THE VANCOUVER ART GALLERY

BUILDINGS

The City of Vancouver leases the Art Gallery lands from British Columbia Building Corporation pursuant to a 99 year head lease and permits the Vancouver Art Gallery to occupy and operate the premises.

The Gallery consists of two (2) reconstructed and renovated buildings: the Galleries proper, the 1907 neoclassical Francis Rattenbury designed courthouse, and the administrative wing being the 1910 Thomas Hopper designed annex. The Gallery is operated by The Vancouver Art Gallery Association.

Gallery hours are 10:00 a.m. to 6:00 p.m. Monday, Tuesday, Wednesday, Friday, Saturday and Sunday. 10:00 to 9:00 p.m. Thursdays. The Gallery is closed Mondays from Thanksgiving through to Easter.

Office hours for the annex are 8:30 a.m. to 5:30 p.m. Monday through Friday.

I. DOCUMENTATION

Prior to using the Gallery buildings or grounds, the Film Production Company shall:

1. Enter into the Master Film License Agreement with the City of Vancouver for filming.
2. At least 5 business days before desired use date, present a submission to the Vancouver Art Gallery's Rental Coordinator or designate giving: desired locations; dates; times of filming; time required for set preparation and wrapping.
3. Deliver to the Rental Coordinator or designate the agreed-upon fees and damage deposit before any personnel or equipment enter or use the premises.
4. If required by the Rental Coordinator, execute a location agreement for use of the Art Gallery.

II. FEES

1. Gallery Building

The minimum fee for filming in the galleries or adjacent areas would be \$4,000. The total fee would be determined by the number of shooting days and space required. Limited availability.

2. Annex Building, Lobby and Building Entrances

Preparation: \$1,000. per day or any part thereof
Shooting: \$3,000. per day or any part thereof
Wrapping: \$1,000. per day or any part thereof

Hard costs to be billed in addition to the location fee.

Arrangement for the times required for the above to be determined at the time of booking

3. Building Exteriors and Driveways

\$1,000. to \$1,500. per day or any part thereof

4. Damage Deposit

Interior filming in either building shall require a damage deposit, reimbursable at the conclusion of the contract period.

III. PARKING

Parking on City streets and loading bay require proper City permission in accordance with Appendix A. The Gallery Handicapped Area, and one truck length in front, must be kept clear in the loading bay.

South paved plazas - no vehicles permitted.

IV. SUPPORT FACILITIES

The Gallery discourages the use of its facilities for dressing rooms, and holding areas. However, any requests for facilities would be considered in light of the extent and days required. The adjacent Robson Square Conference Centre may have space available for rent, or contact B.C. Buildings Corporation.

V. EMERGENCY PROCEDURES

The Galleries and Annex fire alarm system include heat and smoke detectors. Care must be taken to avoid film production equipment activating the detectors. When an alarm is activated, the building may be evacuated, including all film production cast and crew. The User shall be responsible for any expense that may be incurred if the alarm is activated by the User or the User's Personnel.

VI. SMOKING RESTRICTIONS

City of Vancouver by-laws do not permit smoking in the Gallery.

VII. TELEPHONES

Public pay telephones are located on the main floor, near the northwest entrance. Gallery phone lines are operating at capacity.

VIII. ELECTRICAL POWER

The power supply at the Gallery is used to near capacity. Film production crews requiring any additional power must consult with the Vancouver Art Gallery Building Supervisor. Existing wall outlets may be used for low demand lighting.

IX. CONSERVATION REQUIREMENTS

The Galleries proper have requirements with respect to temperature, humidity and lighting that must be strictly observed. The Director of the Vancouver Art Gallery or designate shall have sole discretion to set limits in this regard. Any breach of this provision would be grounds for revoking permission to film and immediate removal of all film personnel and equipment from the premises.

X. SECURITY

The Vancouver Art Gallery shall determine interior requirements. Exterior requirements shall be the responsibility of the Film Production Company, including the care and safety of all their equipment, materials, employees and/or contractors. Vancouver Art Gallery Staff and security personnel would at all times retain the absolute right to halt any activity that they deemed to be injurious to the works of art, Gallery personnel, the buildings or public safety.

XI. COSTS

If access to buildings or grounds is granted, all costs associated with filming including but not limited to the Gallery's film liaison person, building service staff and all extra Gallery security personnel would be a condition of use.

Payment of additional costs to be received within 10 days of presentation of invoice.

Cancellation of scheduled filming or postponement for any reason may attract penalty costs for uncancellable security arrangements and consultation time expended.

THE VANCOUVER ART GALLERY ASSOCIATION

FILM COMPANY GUIDELINES

CONTACT PERSONS

TELEPHONE

Rental Coordinator

(604) 662-4714

Tom Meighan
Supervisor, Visitor Services

(604) 662-4713

APPENDIX F



LIABILITY INSURANCE CERTIFICATE
Filming and Special Events



Section 6 b) – Staff to select the required # of days Written Notice before sending out for completion.
Section 2 through 6 – to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO:

- City of Vancouver, 453 West 12th Avenue, Vancouver BC V5Y 1V4
Attn: Manager, Film & Special Events Office / Fax (604) 257-8859
- Board of Parks and Recreation, 2099 Beach Avenue, Vancouver BC V6B 1Z4
Attn: Coordinator, Special Events & Filming Office / Fax (604) 257-8501

and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: [must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)]. If the Named Insured is covered under a Parent Company's insurance policy, both company names must be included as "Named Insured".

MAILING ADDRESS: _____

FILMING OR EVENT LOCATION: _____

DESCRIPTION OF EVENT OR PRODUCTION TITLE: _____

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
 Personal Injury Per Occurrence: \$ _____
 Products and Completed Operations Aggregate: \$ _____
 Cross Liability or Severability of Interest All Risk Tenants' Legal Liability: \$ _____
 Employees as Additional Insureds Deductible Per Occurrence: \$ _____
 Blanket Contractual Liability
 Non-Owned Auto Liability
 INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

4. UMBRELLA OR EXCESS LIABILITY INSURANCE

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
 INSURER: _____ Per Occurrence: \$ _____
 POLICY NUMBER: _____ Aggregate: \$ _____
 POLICY PERIOD: From _____ to _____ Self-Insured Retention: \$ _____

5. OTHER INSURANCE (e.g. Volunteer's Accident & Death Insurance, Directors and Officers Liability Insurance) – Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

6. POLICY PROVISIONS:
 Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:
 a) The City of Vancouver, Vancouver Board of Parks & Recreation, Vancouver Police Board, Vancouver Public Library Board, Vancouver Art Gallery Association, their officials, officers, employees, servants, agents, and volunteers have been added as Additional Insureds with respect to liability arising out of any activities conducted by or in connection with the operation of the Named Insured including, but not limited to, any stunt or special effect activities;
 b) FIFTEEN (15) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
 c) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver, Vancouver Board of Parks & Recreation, Vancouver Police Board, Vancouver Public Library Board and Vancouver Art Gallery Association shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated: _____
 PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____

File No.: 09-0203

MEMORANDUM

March 24, 2015

TO: Janice McKenzie, City Clerk

cc: Jenny Jung, Coordinator - Special Events and Filming
(by email) Board of Parks and Recreation

Cael Hopwood, Manager - Film and Event Office
Film and Special Events

Dina Folks, Accounting Co-ordinator
Film and Special Events

FROM: Kim Giuricich, Legal Assistant

SUBJECT: **Film License Agreement**
City of Vancouver to TCF Vancouver Productions Ltd.

Attached for filing is an originally executed copy of the above-noted Film License Agreement. The term of the Agreement expires on December 31, 2015.

There are no expiry or other dates for you to monitor.

The Agreement may be sent to Records on December 31, 2016.



Kim Giuricich
kim.giuricich@vancouver.ca

KG:hkg
Attachment

Mailing Address:
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Canada

Delivery Address:
401-515 West 10th Avenue
Vancouver, BC V5Z 4A8
Canada

Telephone: (604) 873-7512
Fax: (604) 873-7445

#178480v1



CITYCLERKDEPT 09:49 15MAR26

**CITY OF VANCOUVER
MASTER FILM LICENSE AGREEMENT**

THIS AGREEMENT made as of the 1st day of January, 2015

BETWEEN:

CITY OF VANCOUVER,
a municipal corporation with offices at
453 West 12th Avenue, Vancouver,
British Columbia, V5Y 1V4; and

BOARD OF PARKS AND RECREATION of the
City of Vancouver, with offices at 2099 Beach
Avenue, Vancouver, British Columbia, V6G 1Z4

(hereinafter collectively called the "City")

AND:

TCF VANCOUVER PRODUCTIONS LTD.,
(a subsidiary of Twentieth Century Fox Film Corporation)
a company incorporated under the laws of the
Province of British Columbia (Incorporation number: BC0834883),
having an office at 10201 West Pico Boulevard, Los Angeles,
California, USA, 90035

(hereinafter called the "User")

WHEREAS:

- A. The City is:
- (i) the owner of all public streets and roads within the boundaries of the City of Vancouver (hereinafter collectively called "City Streets");
 - (ii) the owner of all public parks including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "Public Parks"); and
 - (iii) the owner of or has control of certain real property including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "City Buildings");
- B. From time to time, the User wishes to Use (herein defined) certain City Streets, Public Parks and City Buildings (hereinafter collectively called "City Property") to film a Production (herein defined) and the City wishes to accommodate the User's request; and
- C. The City and the User wish to enter into an Agreement with each other setting out the terms and conditions of Use of City Property,

NOW THIS INDENTURE WITNESSETH that in consideration of the fees, covenants and agreements hereinafter reserved and contained on the part of the User to be paid, observed and performed, the City hereby grants to the User permission to Use City Property upon the following terms and conditions:

1. Definitions

- (a) "City's Agent" means:
 - (i) for Use of the interior of the Vancouver Art Gallery - the Director of the Vancouver Art Gallery;
 - (ii) for Use of grounds around the Vancouver Art Gallery - the Manager of Real Estate Services or nominee for the City of Vancouver;
 - (iii) for Use of all other City Buildings - the Manager of Real Estate Services or nominee for the City of Vancouver;
 - (iv) for Use of City Streets - the City Engineer for the City of Vancouver;
 - (v) for Use of City Parks and streets within City Parks - the General Manager of the City of Vancouver Board of Parks and Recreation (the "Park Board");
 - (vi) for Use of Mountain View Cemetery - the Manager of the Mountain View Cemetery; and
 - (vi) for Use of Civic Theatres properties - the Director of Civic Theatres;
- (b) "City Manager" means the chief administrator from time to time of the City of Vancouver and her successors in function and their respective nominees;
- (c) "City Parties" means the City, the Vancouver Police Department, the Vancouver Police Board, The Vancouver Art Gallery Association, the Vancouver Public Library Board, and their respective officials, officers, commissioners, elected or appointed officials, employees and agents;
- (d) "DRM" means the chief administrator from time to time of the Risk Management Department of the City of Vancouver and her successors in function and their respective nominees;
- (e) "Production" means any recording or depiction made pursuant to this agreement by any technology whatsoever including, without limitation, any sound recordings, video production, motion picture production, television production, television commercials and photography;
- (f) "Term" means from the 1st day of January, 2015, commencing at 9:00 a.m. and expiring at midnight on the 31st day of December, 2015; and
- (g) "Use", "Used" or "Using" means to occupy, possess, use, record sound and/or photograph by any means (including without limitation by means of recording tape, motion picture, still or video device photography).

2. **Grant**

Subject always to the terms and conditions of this Agreement, any location agreements required by City Agents and to such other terms and conditions as any City's Agent may advise the User of at any time and from time to time, the City hereby grants to the User and its directors, officers, employees, material suppliers, agents, contractors, subcontractors and invitees (the "User's Personnel"):

- (a) the right to Use City Property for the Term or that part of the Term agreed to by the City's Agent for the specific purpose of filming the Production;
- (b) the right to depict and refer to City Property or any part thereof by any fictitious names or logos or, with the prior written permission of the City's Agent, by their real names, provided however, the User may photograph, record, depict and refer to City Streets by their real or fictitious names;
- (c) the exclusive ownership in perpetuity, of the Production made pursuant to this Agreement; and
- (d) the exclusive right to use, exhibit, sell, advertise and promote, in perpetuity, the Production made pursuant to this Agreement, in all media (now known or hereafter devised) throughout the universe.

3. **Insurance**

At least five (5) days prior to commencing Use of the City Property, the User shall deliver to the Film and Special Events Office of the City Engineering Department proof of the User's insurance policy in the form of the City's standard insurance certificate attached hereto as Appendix F evidencing commercial general liability insurance in the amount not less than \$5,000,000.00 with a deductible amount acceptable to the City's DRM. The User shall not commence Use of the City Property until and unless the DRM has accepted the form and content of the detailed Certificate of Insurance. The insurance policy shall include but not necessarily be limited to the following coverages/provisions:

- (a) all premises and operations necessary or incidental to the Production and to the performance of this Agreement;
- (b) products and completed operations;
- (c) "broad form" property damage;
- (d) contractual liabilities; (if the User's insurance excludes liability assumed by contract, the User shall have its insurer specifically acknowledge this Agreement as an insured contract under the User's policy of insurance);
- (e) stunts and special effects;
- (f) not expire until midnight on the day the User completes the Use of City Property pursuant to this Agreement; and
- (g) shall not be cancelled or materially altered without at least 30 days' prior written notice to the DRM.

In addition to the coverages/provisions hereinbefore set out, the User's commercial general liability insurance policy or policies shall be endorsed with the following provisions:

- (h) naming the City of Vancouver as additional insured, including:
 - i) the City of Vancouver Board of Parks and Recreation;
 - ii) the Vancouver Police Board;
 - iii) if the User intends to Use the Vancouver Art Gallery, The Vancouver Art Gallery Association; and
 - iv) if the User intends to Use the Vancouver Public Library, the Vancouver Public Library Board,

and their respective officials, officers, employees and agents, for all liabilities arising out of the insured's activities on, or Use of, City Property. This insurance coverage is primary to any insurance or self-insurance maintained by the City of Vancouver; and

- (i) the insurance provided by this policy shall apply in respect to any claim or action brought against any one insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each 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. The inclusion herein of more than one insured shall not operate to increase the limit of liability under this policy.

4. Permission and Fees

During the Term hereof, each time the User wishes to Use City Property and prior to Using same, the User hereby agrees to:

- (a) obtain the written permission of the City Agent(s) having authority to manage the specific City Property to be Used by the User and, if required by the applicable City Agent(s), execute a location agreement governing the Use of the specific City Property. Provided that, in the event of a dispute as to which City Agent has authority to manage a specific City Property, the final decision as to authority shall be made by the City Manager; and
- (b) deliver to the applicable City's Agent(s) the fees and deposits payable for Use of City Property by certified cheque or money order in the amounts required by such City Agent(s).

5. Additional Costs incurred by the City Parties

In addition to payment under Section 4(b) hereof the User hereby agrees to pay upon demand all costs incurred by the City Parties in connection with Use of City Property by the User and/or the User's Personnel including but not limited to costs for additional personnel.

6. **Restrictions**

The User agrees that:

- (a) the City has made no representations or warranties as to the fitness for any particular use, safety, condition or state of repair of City Property. The User has inspected the City Property and hereby accepts the City Property "as is" and agrees to assume full responsibility for the safety and security of City Property used by the User and/or the User's Personnel;
- (b) the City has no obligation concerning construction, fitting, finishing or furnishing of the City Property for Use by the User or the User's Personnel;
- (c) the User and the User's Personnel shall not, except as expressly approved by the City in writing, commit or permit any waste or injury to the City Property, any nuisance therein or any manner of use which causes or is likely to cause unreasonable annoyance or disturbance to any tenants or occupants of the City Property or to the general public, nor shall the User or the User's Personnel release or permit to be released or permit to be released into or onto City Property any waste or special waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act* (Canada), as amended) or any matter which the British Columbia Ministry responsible for the environment considers a risk to the environment or to human health;
- (d) the User shall not do, or permit to be done, except as expressly approved by the City in writing, anything which would cause the City's insurance to be cancelled or the cost thereof to be increased. Provided however that without waiving the foregoing prohibition, and notwithstanding that the City may have granted express approval for a particular activity, the City may demand in writing, and the User shall comply with such demand, to cease or cause to be ceased any activity or condition which would cause the City's insurance to be subject to cancellation. If the City's insurance costs increase due to any breach by the User of this provision, the User shall pay to the City on demand, the amount of any such increase in cost caused by any such breach. If the User's breach results in cancellation of any policy of insurance, the User shall indemnify the City for any losses resulting from such cancellation;
- (e) the User shall comply at its own expense with all municipal, federal, provincial, sanitary, fire and safety laws, by-laws, regulations and requirements pertaining to or arising as a consequence of the User's and the User's Personnel's Use of and activities on the City Property;
- (f) the User shall, at its own expense, obtain any and all necessary permits, licenses and approvals including, but not limited to, development permits, building permits, occupancy permits, electrical permits, business and other licenses and approvals required by the City, Park Board and any other governmental, regulatory or sanctioning body whose consent is required for the Production;
- (g) the User shall ensure that all necessary inspections, approvals and permits, which are required under the City by-laws, for all temporary sets,

improvements and for the Production, including but not limited to any tents and grandstands, have been obtained prior to Use thereof on City Property;

- (h) the User agrees to provide an appropriate level of security and traffic control officers, either by way of private security personnel or City police officers or a combination of both, as determined in the discretion of the Vancouver Police Department's Chief Police Constable to be necessary during each Use of City Property at the sole cost of the User;
- (i) City Parties shall have access to any City Property Used by the User at all times for emergency and inspection purposes and during reasonable hours for maintenance or operational purposes;
- (j) the User shall not make any reference to the City of Vancouver (as a municipal corporation), the Vancouver Police Department, the Vancouver Police Board, the Vancouver Public Library Board or the Park Board whether such reference is visual, written or oral, without the prior written consent of the applicable City Agent;
- (k) the User shall be responsible for the payment of any taxes (excluding property taxes) exigible on any payments required to be made by the User under this Agreement;
- (l) the User shall not permit garbage, refuse or debris to be stored, placed, or left to accumulate upon the City Property, except as may be reasonably necessary or incidental to a Production;
- (m) the User shall not permit any builders liens or any claims to be registered against the City Property and, in the event any liens or claims are so registered, shall immediately cause any such liens and claims to be discharged at the User's cost;
- (n) the City shall not be liable or responsible for:
 - (i) any interference or inconvenience caused by damage to the City Property or by repairs thereto or by failure or interruption in the supply of electricity, light, water, heat, air conditioning or other utilities. The City agrees to use reasonable efforts to restore any such utilities if they are interrupted; and
 - (ii) indirect, special, punitive or consequential loss or damage of any kind, whether or not the City was advised of the possibility of such loss or damage; and
- (o) the User shall endeavour in good faith to ensure that any User's Personnel Using City Property do not cause labour disputes or work stoppages to other employers or tenants located on or about the City Property. In the event any contractors or employees of the User cause a labour disruption, including but not limited to a slowdown, strike, refusal to work or picketing, at or about the City Property, the City may, in its sole discretion, require the User to use its best efforts to remove such contractors or employees from the City Property for the duration of the labour disruption.

7. **Guidelines**

The User acknowledges that it has received a copy of the guidelines which are attached hereto as Appendices "A", "B", "C", "D" and "E" and the User covenants to cause the guidelines to be fully and faithfully honoured at all times. Notwithstanding receipt by the User of the guidelines attached hereto, the City and the User acknowledge and agree that the City's Agent(s) may, at any time, and from time to time, amend the Guidelines and/or impose further restrictions, guidelines or rules on the User's Use of City Property which the City's Agent deems appropriate in order to:

- (a) protect and manage City Property;
- (b) minimize the disturbance caused to the surrounding areas by the User; and/or
- (c) protect the health, safety and welfare of the general public.

The User is responsible for obtaining copies of any current guidelines from the City's Agent. The City's Agent shall maintain copies of any general guidelines and shall make copies available for pick-up by the User.

8. **Temporary Sets and Alterations**

Subject to prior written approval of the City's Agent, the User and the User's Personnel may:

- (a) erect and maintain temporary motion picture sets and structures; and
- (b) make minor alterations to City Property or any part thereof;

PROVIDED that the User shall, at its own expense and in accordance with Section 10 hereof, remove all temporary motion picture sets and structures and restore and repair City Property to its former condition, unless otherwise authorized in writing by the City's Agent.

9. **Health and Safety**

- (a) The User shall not suffer, cause or permit in, upon or around City Property unlawful events or events which endanger public health or safety.
- (b) Where an exemption from a City By-law is sought by the User, permission must be obtained in writing from the City prior to the event taking place.

10. **Restoration and Repair After Use**

Prior to vacating the City Property:

- (a) the User shall remove all goods and chattels of whatsoever kind or nature, other than goods and chattels belonging to the City, brought into or onto City Property by the User or the User's Personnel in connection with the Production and shall leave the City Property in a neat and tidy condition free of all garbage, refuse and debris. Any goods or chattels not so removed will, at the sole option of the City, be deemed to be the absolute property of the City,

without payment to the User, to be disposed of as the City sees fit, but without prejudice to any other right or remedy available to the City.

- (b) the User hereby agrees to repair, to the satisfaction of the City's Agent, all damage to City Property caused or contributed to by:
 - (i) the erection, maintenance and removal of the temporary motion picture sets, improvements and structures by the User or the User's Personnel;
 - (ii) alterations made to City Property by the User or the User's Personnel; and
 - (iii) the Use of City Property by the User or the User's Personnel,

on or before the date specified by the City's Agent or such longer period of time as the City's Agent may agree to in writing PROVIDED HOWEVER that should the User expeditiously commence to restore and repair pursuant to this Section but due to circumstances beyond its control is unable to complete same, the City agrees to permit the User such period of time to restore and repair as is reasonable in the circumstances.

11. Default and Termination

If and whenever:

- (a) any rental fee or deposit or any part thereof is not paid pursuant to the terms of this Agreement or as required by the City Agent(s);
- (b) the User is in default in the payment of any fee or payment other than a rental fee or deposit, required to be paid by the User under the terms of this Agreement or as required by the City Agent(s) and such default continues for 5 days following any specific due date on which the User is to make such payment or, in the absence of such specific due date, for 5 days following delivery of notice requiring the User to pay the same; and/or
- (c) the User defaults in performing or observing any of the provisions of this Agreement other than those requiring payment of money to the City Parties and such default continues for a period of 5 days after delivery of notice thereof to the User, except for a default which the City Manager determines that to be cured with all due diligence would require a longer period, then after such longer period as is established in writing by the City Manager,

then the applicable City Parties may, at their option:

- (d) correct the default and upon the completion of the work required to correct such default, the User shall pay to the applicable City Parties within 10 days of receipt of an invoice therefore the costs of such correction plus an administrative fee of not more than twenty percent (20%); or
- (e) terminate this Agreement. If this Agreement is terminated the User shall upon receipt of written notice, immediately cease Use of City Property, promptly remove all of its equipment, materials and personnel from City Property and shall repair and restore such City Property in accordance with the terms of this

Agreement. Notwithstanding the foregoing, the provisions of paragraphs 2(b), (c) and (d), 10, 11, 12 and 14 shall remain in full force and effect.

Notwithstanding the foregoing if the City Manager deems a default to be a threat to the health or safety of any person, the User shall cure such default within the time limit determined by the City Manager. All invoices submitted to the User by the City Parties are payable within 10 days from the date of receipt of the invoice. The User agrees that whenever and so long as any monies payable by the User to the City Parties under this Agreement are in arrears, such amounts shall bear interest at the Prime Rate (hereinafter defined) plus three percent (3%) percent per annum calculated monthly, not in advance, from the date due until paid. For purposes of this Agreement "Prime Rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, Head Office, 595 Burrard Street, Vancouver, British Columbia, as the base rate that shall be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the Prime Rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable by reason of uncertainty, then the rate of interest payable on amounts overdue from time to time under this Agreement shall be twenty-one percent (21%) percent per annum calculated monthly, not in advance, from the date due until paid.

12. **Ownership**

The parties hereto agree that:

- (a) the City shall have no proprietary interest in the Production made pursuant to this Agreement and the Production shall be the sole property of the User;
- (b) the User shall not be obliged to make any use of the Production made pursuant to the permission granted under this Agreement; and
- (c) the City shall have no right of action for injunctive relief against the User or any other party preventing the distribution, exhibition, advertising and exploitation of the Production.

13. **Election Not to Use City Property**

The User may at any time elect not to Use City Property by forthwith advising the City in as expeditious a manner as is possible and by giving the City written notice of such election addressed the applicable City Agent(s) and in that event, the User agrees to pay all costs incurred or revenue lost by the City in reserving City Property for Use by the User.

14. **Release and Indemnity**

The User hereby releases and agrees to fully indemnify and save harmless the City Parties from and against any and all costs, losses, damages, including indirect or consequential damages, claims, demands, liability, actions, judgments, legal expenses (on a solicitor-client basis), builders' liens, workers' compensation claims and expenses of any nature whatsoever, including for loss of life or personal injury (the "Costs"), which may arise or accrue to any person, firm or corporation against the City Parties or for which they may be liable for resulting from or which would not or could not have occurred but for the Use of City Property by the User and/or the User's Personnel, including without limitation, any claims that would not or could not have occurred but for:

- (a) any breach, violation (including any violation of any law, by-law, ordinance and/or regulation) or non-performance by the User and/or the User's Personnel of any obligation to be performed under this Agreement; and/or
- (b) any act or omission, default or negligence on the part of the User and/or the User's Personnel in or about City Property,

provided that such covenant to release and indemnify the City Parties shall not apply if, or to the extent that, such Costs are caused by the negligence or wilful misconduct on the part of the City Parties. This release and indemnity shall survive termination of Use of City Property by the User.

15. **Workers' Compensation Board Compliance**

- (a) *Payment of WCB Assessments* - The User agrees that it shall comply with all applicable requirements of the British Columbia Workers' Compensation Board including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full Workers' Compensation Board coverage for itself and the User's Personnel (including all contractors and subcontractors). The User hereby confirms that it is registered and in good standing with the Workers' Compensation Board and all assessments have been paid in full prior to execution of this Agreement.
- (b) *Designation of User as Prime Contractor* - The City now designates the User as the Prime Contractor, and the User now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the British Columbia Workers' Compensation Board legislation ("WCB Legislation").
- (c) *Prime Contractor's Obligations* - Without in any way limiting the User's obligations under the WCB Legislation, and by way of example only, the User shall:
 - (i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for User's Use of the City Property; and
 - (ii) provide and receive and respond to all information required to be given, received or relayed by the User (both as an employer and as the Prime Contractor) pursuant to the WCB Legislation;
- (d) *General WCB Obligations* - In addition to, and not in lieu of, the User's obligations as the Prime Contractor, the User shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety policies, rules and regulations are observed during performance of this Agreement, by the User and the User's Personnel.

16. **Holdover**

The parties agree that there shall be no holdover under this Agreement.

17. **Interest in Land**

This license shall not be construed as creating an interest in land.

18. **Assignment**

Other than with regard to its rights, specified in paragraph 2(d), the User shall not, without the prior written consent of the City, assign or sublicense any of its rights or obligation pursuant to this Agreement.

19. **Entire Agreement**

Subject to the execution of any location agreements with City Agents, the provisions contained herein constitute the entire agreement between the parties and supersede all previous communications, representations, understandings, and agreements whether verbal or written between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of a location agreement and the terms of this Agreement, the terms of this Agreement shall prevail except where the location agreement specifies required payments and schedules for payments.

20. **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

21. **Governing Laws**

This Agreement shall be governed by the laws of the Province of British Columbia and the User agrees to submit to the jurisdiction of the courts of British Columbia.

22. **Business License**

The User shall obtain a valid City of Vancouver business license prior to commencing Use of City Property.

23. **Corporate Ratification**

The User covenants and agrees that all corporate action necessary for the entering into, authorization and execution of this Agreement has been taken, and further warrants and represents that it has capacity and authority to enter into this Agreement and carry out all of its obligations hereunder.

24. **Notices**

- (a) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the User may be given or served by delivering by courier or deposited in the mail, postage prepaid by registered mail, a letter addressed to:

TCF Vancouver Productions Ltd., a subsidiary of
Twentieth Century Fox Film Corporation
P.O. Box 900
Beverly Hills, CA
90213

Attention: Legal Affairs

Fax: 310.369.8703

or at such other address as the User may advise in writing, or may be personally served upon the User or any person hereafter authorized by the User to receive such notice.

- (b) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the City may be given or served by delivering by courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: Manager, Film & Special Events

with a copy to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: Director of Legal Services

or at such other address as the City may advise in writing, or may be personally served upon the City or any person hereafter authorized by the City to receive such notice.

Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served shall be deemed to have been received in five (5) days from such mailing or, in the case of delivery by courier or fax, on the day of delivery by the courier company or receipt of fax confirmation by the sender.

25. Remedies Cumulative

Subject to section 12(c), no reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City shall be entitled to commence and maintain an action against the User to

collect any fees, deposits, costs or expenses of any nature or kind not paid when due, without exercising the option to terminate this Agreement pursuant to Section 11.

26. **No Prejudice**

The rights and obligations contained in this Agreement shall not be abrogated, prejudiced or effected by the granting of time, or any indulgence or concession by either party to the other or to any other person or by any compromise, release, abandonment, waiver, variation or relinquishment of any rights of either party to this Agreement or any other person or by omission or neglect or any other dealing, matter or thing which, but for this section, could or might operate to abrogate, prejudice or effect the rights or the obligations of either party under this Agreement.

27. **Time of Essence**

Time is of the essence in this Agreement.

28. **Severability**

The parties hereto agree that if it is held by any court of competent jurisdiction that any part of this Agreement is void, voidable, illegal or unenforceable, that part of the Agreement shall be deemed to be deleted from the Agreement and all other provisions of the Agreement remain in full force and effect and shall be binding in all respects upon the parties hereto.

29. **Vancouver Charter**

Nothing contained or implied herein shall derogate from the obligation of the User under any other agreement with the City or any City Parties or prejudice or affect City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if

the City so elects, as fully and effectively exercised in relation to the User's Use of the City Property as if this Agreement had not been executed and delivered by the User and the City.

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

CITY OF VANCOUVER

Per:


Authorized Signatory


BOARD OF PARKS AND RECREATION

Per:


Deputy General Manager

TCF VANCOUVER PRODUCTIONS LTD.

Per:


Authorized Signatory
ROBERT B. COHEN
EXECUTIVE VICE PRESIDENT
LEGAL AFFAIRS

Authorized Signatory

Workers' Compensation Board Registration Number(s) of the User and all contractors and subcontractors of the User:

816168

City of Vancouver Business License Number: 15-186552

[Note: Film License Application will not be processed without the WCB and Vancouver Business License numbers**]**

APPENDIX A

CITY OF VANCOUVER
ENGINEERING DEPARTMENT
FILM AND SPECIAL EVENTS OFFICE
PHONE: 604-873-7337

GUIDELINES FOR FILMING ON-STREET IN THE CITY OF VANCOUVER

1. A film company must apply to, and receive permission from the City Engineer, or his designate, to film on a City street, to occupy a street for the purpose of filming elsewhere, or where off-street filming affects the normal use of the adjacent street.
2. The City Engineer shall be guided by the following principles when determining whether the above permission is to be granted:
 - a) streets in the Downtown District shall not be closed during the retail business day unless:
 - (i) adequate alternate routes are available;
 - (ii) adequate access is assured to adjacent businesses; and
 - (iii) transit can be maintained on the portion of street to be closed, or can be maintained on adjacent streets,all to the satisfaction of the City Engineer;
 - b) major streets shall not be closed during rush hours or other high volume traffic periods;
 - c) when traffic cannot be effectively diverted onto other streets, traffic shall be stopped only intermittently and for no longer than three continuous minutes during each 10 minute period; and
 - d) the amount of previous filming in an area.
3. Occupants of properties within a street closure or within any area a film company is filming are to be given reasonable prior notice of the proposed activity by the film production company.

In a residential area, residents in any block where filming is occurring or which is occupied by film production vehicles shall be given reasonable prior notice of the proposed activity. The City Engineer may request a wider area of notification if he believes it advisable.

In the Downtown District, the City Engineer shall determine the extent of the area to be notified when filming is occurring.

Notification shall include:

- a) name of the production company,
- b) name of the location manager and a phone number,

- c) phone number of the City of Vancouver Film Coordination office,
- d) phone number of the B.C. Film Commission office,
- e) date and time the film company shall be working in the area with a brief description of what their activity shall be.

Each vehicle belonging to the film production company shall display proper identification on the dashboard including a telephone number.

- 4. The film company shall pay promptly when requested for all direct costs incurred by the City for the use of City services.
- 5. The film company shall be required to deposit funds equal to the estimated cost of City services prior to the commencement of any "on-street" filming. If the costs incurred by the City for the use of City services is not paid promptly upon request, the City may, at its option, apply the deposit to such costs. If the deposit does not cover the costs in their entirety, the film company shall be responsible for any outstanding balance.
- 6. Requests for street signing and Police must be made a minimum of two (2) working days prior to the time required by the film company.
- 7. In most cases, street parking space shall be provided by the City for essential unit vehicles. Where off-street parking is available, the film companies should use it for non-essential vehicles, i.e. crew parking. In locations where off-street parking is not available, i.e. residential locations, the film company may be required to use a remote parking location and arrange for a suitable shuttle. At all times parking should be organized to minimize the disruption to the area.
- 8. Move-ins, move-outs and any noisy activities of a film production company in a sensitive residential area shall occur only during the following periods unless special permission is obtained from the City Engineer. Permission shall be granted only upon due consideration that there are no other options available.

Monday to Thursday	-	0700 to 2300
Friday	-	0700 to 2400
Saturday	-	0800 to 2400
Sunday	-	0800 to 2300

- 9. Late night and early morning filming between the hours outside of those in (8) shall not be permitted unless the City Engineer is satisfied that a majority of the residential premises impacted by such late night film production approve. Minor exceptions may be granted at the discretion of the City Engineer.
- 10. Recognizing the disruptions caused by filming activities, it may be necessary for the City Engineer to limit the use of any sensitive film location. In general, the City Engineer shall be guided by a majority petition from impacted residents to limit filming in any location.
- 11. A film production company shall place on the sidewalk in the area of filming, an information sign advising the public of the name of the film and noting that they may be inconvenienced while walking through the area.

APPENDIX B

CITY OF VANCOUVER
CORPORATE SERVICES DEPARTMENT
FACILITIES DESIGN AND MANAGEMENT DIVISION
PHONE: 604-873-7620

GUIDELINES FOR FILM PRODUCTION IN CITY BUILDINGS

Introduction

The City of Vancouver owns over 300 buildings within its boundaries, most of them under the responsibility of the Facilities Design and Management division of the City Corporate Services department. Facilities Design and Management also has responsibility for parking areas, grounds or open areas associated with these buildings.

In some cases there are shared responsibilities in various degrees with the users of the building, be they other City Departments, City Boards or private lessees. In these cases, Facilities Design and Management must canvas the users of the facilities and establish what level of involvement the various parties shall have.

Table 'A' attached is a list of properties which Production companies may be interested in using. In some cases the listing is not a building, but a property.

To get assistance through the initial phases of surveys and negotiations, a Production company can directly call the Manager of Building Services. His telephone number is 604-873-7615 and the Facilities Design and Management's general number is 604-873-7620. The facsimile number is 604-873-7186.

City-owned City Buildings are highly utilized buildings with virtually no spare space. Any disruption in their normal method of operation can have surprising and unexpected repercussions. For these reasons, City officials are very cautious in allowing extraordinary demands on the facilities. However, City Buildings are generally available for the film industry.

A number of City Buildings operate during the normal Monday to Friday work week, however, there are many City Buildings which operate 24 hours a day, seven days a week.

I. PROCEDURE TO REQUEST USE OF CITY BUILDINGS

Submit a written request to the Manager, Buildings Services at least a week before requested use date. For a speedy approval and in order to eliminate the element of surprise, the following information is required:

1. Name of company and the date the Master Film License Agreement with the City was signed.
2. Areas affected and exact location of the proposed project.
3. What scene and affect is sought.
4. Why this particular location is requested.

5. Are there other City of Vancouver departments or organizations involved?
6. Has the film producer contacted the Films and Special Events Division, Engineering Department?
7. What are the proposed dates/periods of activity?
8. What is the maximum size of the proposed activity? Number of crew, equipment, support vehicles, etc?
9. Are there any celebrities which may attract an unusual and disruptive amount of onlookers?
10. What is the theme of the production?
11. Is there any possibility of public controversy?
12. Is there any risk to life or property? (i.e., high risk special effects or stunts?)
13. Do you have any special technical needs, e.g. utilities, parking, security, altering an operation, chemical treatment of City property, etc?

If the Manager, Building Services gives approval in principle, the following documentation is required:

- (1) enter into a location agreement with the applicable City Agent; and
- (2) provide necessary fees and deposits to the satisfaction of the Manager, Building Services.

II FEES

Fees shall be as negotiated by the Manager, Building Services, but as a guide a building such as City Hall is \$750 per day or part of, for set-up/wrap, and \$1,500 per day for shooting.

Other Costs:

If access to buildings or grounds is granted, all costs associated with filming including service staff and extra City security staff, cleaning and damage repair shall be paid by the User. The Use of the service staff will be determined by the Manager of Building Services.

III GENERAL OFFICE HOURS

8:30 a.m. to 5:30 p.m. Monday to Friday (5 days). Closed on Statutory holidays.

IV SPECIFIC AREAS

Use of public areas, office space, driveways and parking areas require approval by the Manager, Building Services with concurrences by involved Department Heads/City Manager. Filming in entrances, interior public areas and office spaces can be scheduled after office hours or on weekends. No activity is permitted in or around the

Main City Hall building during office hours and no closure of the upper driveway is allowed during office hours.

V PARKING

Parking shall be in accordance with approved regulations. For special street parking arrangements contact Films & Special Events Division, Engineering Department at 604-873-7337. There is no parking at Art Gallery III Parking Lot, North to South Plaza and at Georgia.

VI SUPPORT UTILITIES

The City discourages the use of City Buildings space for dressing rooms, washrooms facilities, or food services, however, requests for facilities shall be considered.

VII EMERGENCY PROCEDURES

Most City Buildings are equipped with fire alarm systems which include heat and smoke detectors. Therefore care must be taken to avoid film production equipment activating detectors. The systems are generally connected to the alarm centre and the City of Vancouver Fire Department responds to all alarms.

If an alarm is activated, the buildings must be evacuated. This shall include all film production cast and crew.

The film company shall be responsible for any expense that may be incurred by the City if an alarm is activated due to use of City Property by the User.

VIII SMOKING RESTRICTIONS

Smoking is not permitted in City Buildings.

IX TELEPHONES

Use of City Buildings telephones is not permitted except under special pre-approved arrangements.

X PROTECTION

Any materials used to protect walls and balustrades in stairwells or exit corridors shall be flame-proofed to meet City of Vancouver by-law requirements.

XI OCCUPATIONAL HEALTH AND SAFETY REGULATIONS

When film production cast and crew are operating on City Buildings property, all Federal, Provincial and Municipal regulations with regard to Occupational Health and Safety and City of Vancouver By-laws shall be strictly adhered to.

TABLE "A"

<u>BUILDING</u>	<u>ADDRESS</u>
Vancouver Centennial Museum	1100 Chestnut Street
Vancouver Maritime Museum	1100 Chestnut St. / 1905 Ogden St.
St. Rock Shelter	1905 Ogden Street
Planetarium	1100 Chestnut Street
Southam Observatory	Vanier Park
Archives	1150 Chestnut Street
Libraries - In General	Various Locations
City Hall and East Wing	453 West 12th Avenue
Orpheum	873 & 884 Granville Street
Queen Elizabeth Theatre	649 Cambie Street
Vancouver Playhouse	649 Cambie Street
City Analyst/Police Museum	238 East Cordova Street
City Pound	1280 Raymur Street
Firehalls - In General	Various Locations
Mountain View Cemetery	5455 Fraser Street
Evelyn Saller Centre	320 Alexander Street
Antoinette Lodge	535 East Cordova Street
New Continental Residence	1067 Seymour Street
Barclay Heritage Square	Corner of Broughton and Haro
Alexander Residence	58 Alexander Street
Central Residence	42 East Cordova Street
Gresham Residence	716 Smithe Street
Oppenheimer Lodge	450 East Cordova Street
Roddan Lodge	124 Dunlevy Street
Carnegie Centre	401 Main Street
The Gathering Place	609 Helmcken Street
Vancouver Police Offices	2120 Cambie Street
Roedde House	1415 Barclay Street

APPENDIX C
CITY OF VANCOUVER
COMMUNITY SERVICES GROUP
Non-Market Operations
Mountain View Cemetery

GUIDELINES FOR FILMING
AT
MOUNTAIN VIEW CEMETERY

INTRODUCTION

Mountain View Cemetery is under the control of the Manager of the Mountain View Cemetery. Mountain View Cemetery can be made available for filming providing such filming does not interfere with the normal operation of the Cemetery. Funerals have precedence over filming and all filming and related activities must cease during the interment. All filming related equipment and staff must leave the vicinity of the interment. Alternatively, the filming shall be postponed to a more favourable time at the discretion of the Manager of Mountain View Cemetery. The following fees and regulations are intended to allow the use of the Cemetery while recognizing it as a place of respect and reverence.

GUIDELINES

Specific site arrangements and timing must be approved by the Manager of Mountain View Cemetery. The following fees shall be charged to production companies (effective September 1, 2002):

General Site Usage

- | | | |
|---|---------|-------------|
| ■ Shooting -- Full Day | \$1,000 | per day |
| ■ Shooting -- Half Day (depart prior to 12:00 p.m.) | \$750 | per 1/2 day |
| ■ Shooting -- Half Day (arrival after 12:00 p.m.) | \$750 | per 1/2 day |
| ■ Prep/Wrap (separate day from shooting) | \$500 | per day |

After hours usage (outside 7:00 a.m. - 4:00 p.m. Mon - Fri.) \$70 per hour

Grave side props (on-site use only) \$300 per day

Road usage for Production scenes \$500 per day

Tents or shelters

- | | | |
|-----------------------|-------|----------|
| ■ less than 10' x 10' | \$0 | |
| ■ up to 40' x 40' | \$300 | per tent |

The Applicant must arrange for an on-site meeting at least 5 working days prior to the filming date to clearly communicate all events related to the proposed filming. Subsequent to this meeting, the Applicant must provide a filming proposal map and a list of all equipment to be placed within the Cemetery grounds. Please include details such as:

- Intended location - showing set, placement of equipment such as lighting, generators and vehicles, and including specific details of driving shots or special effects. It should also specify the roads to be used for storage and the intended route(s) for the actual filming.
- Tents and shelters - showing the number, size and location of each

Be advised that the cemetery does not provide any access to electrical connections and opening of graves is not permitted.

Please remember that the Cemetery is a public place and at no time shall any person be denied access to any part of the Cemetery by a Production Company. Please be aware that we are located beside a residential neighbourhood and that City filming curfews are in effect at the Cemetery.

The User shall be charged for clean-up of garbage or other debris remaining after the Cemetery use. Repair of any damage to the turf, trees, shrubs and roads is the responsibility of the User and must be completed to the satisfaction of the Manager. Any other services and equipment needed and the appropriate usage fee may be negotiated with the Manager of Mountain View Cemetery.

APPLICATION and INSURANCE

Application to Film and Proof of Insurance Coverage forms must be completed and returned to the City of Vancouver Film Office before final approval to film at the Cemetery is granted. These are available on the Film Office web-site (www.city.vancouver.bc.ca/engsvcs/projects/filmoffice/index.htm) or call the Film Office (604-873-7337) for additional information.

CEMETERY CONTACTS

Foreman (Film Liaison) - Arnold McEwen	Ph: 604.325.2646
	Cell: 604.834.3717
	Fax: 604.323.2647
Manager - Glen Hodges	Ph: 604.325.2623

APPENDIX D
GUIDELINES FOR FILMING
AT
CITY OF VANCOUVER BOARD OF PARKS & RECREATION
PARKS AND FACILITIES

The Board of Parks and Recreation has 1,256.96 hectares of parkland in 174 parks.

The parks, located throughout the City, include a wide variety of facilities, i.e. playfields, ball diamonds, golf courses, beaches, outdoor pools, ice rinks, community centres, fitness centres, marinas, restaurants and gardens.

The Board of Parks and Recreation provides access to parks and facilities wherever possible for film production, however, the disruption of any planned special events, organized sports groups, maintenance crews or the general public in their regular use of parks and facilities is discouraged. The fact that some areas are environmentally sensitive is another issue which may influence decision on access.

VANCOUVER PARK BOARD
2099 BEACH AVENUE
VANCOUVER, B.C.
V6G 1Z4

PHONE NO: 604-257-8400

COORDINATOR OF SPECIAL EVENTS AND FILMING
RECREATION DIVISION

PHONE NO: 604-257-8494 FAX NO: 604-257-8501

Office hours: 8:30 a.m. to 4:30 p.m.

Monday through Friday - 5 days a week

Closed on statutory holidays

DOCUMENTATION:

Prior to using Park Board parks or facilities, the film production company shall:

1. Enter into the Master Film License Agreement with the City of Vancouver for filming.
2. At least 10 days before use, contact the Park Board's Special Events and Filming Coordinator (the "Coordinator") at 604-257-8494 regarding proposed site(s) and date(s).
3. If required, meet at proposed locations with the Coordinator to explain the needs of the film sequence and discuss impact on site or public.
4. At least 5 business days before intended use date (when possible) submit an application for filming to the Vancouver Board of Parks & Recreation stating details on desired location, days, times and specific needs of film sequence.
5. If required by the Coordinator, enter into a location agreement with the Park Board.

FEES:

1. The Vancouver Park Board has a per location/per day fee for filming on parkland. In addition, film companies shall be billed as required to recover the Board's costs for requested services, staff supervision and for additional consulting time.
2. To use community centres, rinks, pools - contact the Coordinator of the Community Centre. Rates differ from centre to centre.
3. To use restaurants, bowling greens or other leased properties - Contact the Manager, Chair or Secretary at each facility. Rates shall differ.
4. To use Park Board offices and buildings, the Boardroom or corridors, contact the Coordinator. Fees shall be negotiated. Park Board approval may be required.

PARKING REQUIREMENTS:

Park Board parking lots currently operated by Vinci Park can be booked through the Coordinator, fees shall be negotiated.

APPENDIX E

GUIDELINES FOR FILMING AT THE VANCOUVER ART GALLERY

BUILDINGS

The City of Vancouver leases the Art Gallery lands from British Columbia Building Corporation pursuant to a 99 year head lease and permits the Vancouver Art Gallery to occupy and operate the premises.

The Gallery consists of two (2) reconstructed and renovated buildings: the Galleries proper, the 1907 neoclassical Francis Rattenbury designed courthouse, and the administrative wing being the 1910 Thomas Hopper designed annex. The Gallery is operated by The Vancouver Art Gallery Association.

Gallery hours are 10:00 a.m. to 6:00 p.m. Monday, Tuesday, Wednesday, Friday, Saturday and Sunday. 10:00 to 9:00 p.m. Thursdays. The Gallery is closed Mondays from Thanksgiving through to Easter.

Office hours for the annex are 8:30 a.m. to 5:30 p.m. Monday through Friday.

I. DOCUMENTATION

Prior to using the Gallery buildings or grounds, the Film Production Company shall:

1. Enter into the Master Film License Agreement with the City of Vancouver for filming.
2. At least 5 business days before desired use date, present a submission to the Vancouver Art Gallery's Rental Coordinator or designate giving: desired locations; dates; times of filming; time required for set preparation and wrapping.
3. Deliver to the Rental Coordinator or designate the agreed-upon fees and damage deposit before any personnel or equipment enter or use the premises.
4. If required by the Rental Coordinator, execute a location agreement for use of the Art Gallery.

II. FEES

1. Gallery Building

The minimum fee for filming in the galleries or adjacent areas would be \$4,000. The total fee would be determined by the number of shooting days and space required. Limited availability.

2. Annex Building, Lobby and Building Entrances

Preparation: \$1,000. per day or any part thereof
Shooting: \$3,000. per day or any part thereof
Wrapping: \$1,000. per day or any part thereof

Hard costs to be billed in addition to the location fee.

Arrangement for the times required for the above to be determined at the time of booking

3. Building Exteriors and Driveways

\$1,000. to \$1,500. per day or any part thereof

4. Damage Deposit

Interior filming in either building shall require a damage deposit, reimbursable at the conclusion of the contract period.

III. PARKING

Parking on City streets and loading bay require proper City permission in accordance with Appendix A. The Gallery Handicapped Area, and one truck length in front, must be kept clear in the loading bay.

South paved plazas - no vehicles permitted.

IV. SUPPORT FACILITIES

The Gallery discourages the use of its facilities for dressing rooms, and holding areas. However, any requests for facilities would be considered in light of the extent and days required. The adjacent Robson Square Conference Centre may have space available for rent, or contact B.C. Buildings Corporation.

V. EMERGENCY PROCEDURES

The Galleries and Annex fire alarm system include heat and smoke detectors. Care must be taken to avoid film production equipment activating the detectors. When an alarm is activated, the building may be evacuated, including all film production cast and crew. The User shall be responsible for any expense that may be incurred if the alarm is activated by the User or the User's Personnel.

VI. SMOKING RESTRICTIONS

City of Vancouver by-laws do not permit smoking in the Gallery.

VII. TELEPHONES

Public pay telephones are located on the main floor, near the northwest entrance. Gallery phone lines are operating at capacity.

VIII. ELECTRICAL POWER

The power supply at the Gallery is used to near capacity. Film production crews requiring any additional power must consult with the Vancouver Art Gallery Building Supervisor. Existing wall outlets may be used for low demand lighting.

IX. CONSERVATION REQUIREMENTS

The Galleries proper have requirements with respect to temperature, humidity and lighting that must be strictly observed. The Director of the Vancouver Art Gallery or designate shall have sole discretion to set limits in this regard. Any breach of this provision would be grounds for revoking permission to film and immediate removal of all film personnel and equipment from the premises.

X. SECURITY

The Vancouver Art Gallery shall determine interior requirements. Exterior requirements shall be the responsibility of the Film Production Company, including the care and safety of all their equipment, materials, employees and/or contractors. Vancouver Art Gallery Staff and security personnel would at all times retain the absolute right to halt any activity that they deemed to be injurious to the works of art, Gallery personnel, the buildings or public safety.

XI. COSTS

If access to buildings or grounds is granted, all costs associated with filming including but not limited to the Gallery's film liaison person, building service staff and all extra Gallery security personnel would be a condition of use.

Payment of additional costs to be received within 10 days of presentation of invoice.

Cancellation of scheduled filming or postponement for any reason may attract penalty costs for uncancellable security arrangements and consultation time expended.

THE VANCOUVER ART GALLERY ASSOCIATION

FILM COMPANY GUIDELINES

CONTACT PERSONS

TELEPHONE

Rental Coordinator

(604) 662-4714

Tom Meighan
Supervisor, Visitor Services

(604) 662-4713

APPENDIX F



LIABILITY INSURANCE CERTIFICATE
Filming and Special Events



Section 6 b) - Staff to select the required # of days Written Notice before sending out for completion.
Section 2 through 6 - to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO:

- City of Vancouver, 453 West 12th Avenue, Vancouver BC V5Y 1V4
Attn: Manager, Film & Special Events Office / Fax (604) 257-8859
- Board of Parks and Recreation, 2099 Beach Avenue, Vancouver BC V6B 1Z4
Attn: Coordinator, Special Events & Filming Office / Fax (604) 257-8501

and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: *[must be the same name as the Permittee/Licensee or Party(ies) to Contract and Is/are either an individual(s) or a legally incorporated company(ies)]. If the Named Insured Is covered under a Parent Company's insurance policy, both company names must be included as "Named Insured".*

MAILING ADDRESS: _____

FILMING OR EVENT LOCATION: _____

DESCRIPTION OF EVENT OR PRODUCTION TITLE: _____

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)

Including the following extensions: LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
 Personal Injury Per Occurrence: \$ _____
 Products and Completed Operations Aggregate: \$ _____
 Cross Liability or Severability of Interest All Risk Tenants' Legal Liability: \$ _____
 Employees as Additional Insureds Deductible Per Occurrence: \$ _____
 Blanket Contractual Liability
 Non-Owned Auto Liability
 INSURER: _____
 POLICY NUMBER: _____
 POLICY PERIOD: From _____ to _____

4. UMBRELLA OR EXCESS LIABILITY INSURANCE

LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
 INSURER: _____ Per Occurrence: \$ _____
 POLICY NUMBER: _____ Aggregate: \$ _____
 POLICY PERIOD: From _____ to _____ Self-Insured Retention: \$ _____

5. OTHER INSURANCE (e.g. Volunteer's Accident & Death Insurance, Directors and Officers Liability Insurance) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

6. POLICY PROVISIONS:

- Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:*
- a) *The City of Vancouver, Vancouver Board of Parks & Recreation, Vancouver Police Board, Vancouver Public Library Board, Vancouver Art Gallery Association, their officials, officers, employees, servants, agents, and volunteers have been added as Additional Insureds with respect to liability arising out of any activities conducted by or in connection with the operation of the Named Insured including, but not limited to, any stunt or special effect activities;*
 - b) *FIFTEEN (15) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;*
 - c) *The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver, Vancouver Board of Parks & Recreation, Vancouver Police Board, Vancouver Public Library Board and Vancouver Art Gallery Association shall be in excess of this insurance and shall not contribute to it.*

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____ Dated: _____

200003719



LAW DEPARTMENT

File No.: 09-0203

MEMORANDUM

February 22, 2016

TO: Janice McKenzie, City Clerk

cc: Dave Rieberger, Coordinator - Special Events and Filming
(by email) Board of Parks and Recreation

Cael Hopwood, Manager - Film and Event Office
Film and Special Events

Dina Folks, Accounting Co-ordinator
Film and Special Events

FROM: Kim Giuricich, Legal Assistant

SUBJECT: **Film License Agreement
City of Vancouver to TCF Vancouver Productions Ltd.**

Attached for filing is an originally executed copy of the above-noted Film License Agreement. The term of the Agreement expires on December 31, 2016.

There are no expiry or other dates for you to monitor.

The Agreement may be sent to Records on December 31, 2017.

A handwritten signature in black ink, appearing to read "Giuricich".

Kim Giuricich
kim.giuricich@vancouver.ca

KG:hkg
Attachment

{00461498v1}
Mailing Address:
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Canada

Delivery Address:
401-515 West 10th Avenue
Vancouver, BC V5Z 4A8
Canada

Telephone: (604) 873-7512
Fax: (604) 873-7445



CITYCLERKDEPT 12:29 16FEB24

**CITY OF VANCOUVER
MASTER FILM LICENSE AGREEMENT**

THIS AGREEMENT made as of the 1st day of January, 2016

BETWEEN:

CITY OF VANCOUVER,
a municipal corporation with offices at
453 West 12th Avenue, Vancouver,
British Columbia, V5Y 1V4; and

BOARD OF PARKS AND RECREATION of the
City of Vancouver, with offices at 2099 Beach
Avenue, Vancouver, British Columbia, V6G 1Z4

(hereinafter collectively called the "City")

AND:

TCF VANCOUVER PRODUCTIONS LTD.,
(a subsidiary of Twentieth Century Fox Film Corporation)
a company incorporated under the laws of the
Province of British Columbia (Incorporation number: BC0834883),
having an office at 10201 West Pico Boulevard, Los Angeles,
California, USA, 90035

(hereinafter called the "User")

WHEREAS:

A. The City is:

- (i) the owner of all public streets and roads within the boundaries of the City of Vancouver (hereinafter collectively called "City Streets");
- (ii) the owner of all public parks including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "Public Parks"); and
- (iii) the owner of or has control of certain real property including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "City Buildings");

B. From time to time, the User wishes to Use (herein defined) certain City Streets, Public Parks and City Buildings (hereinafter collectively called "City Property") to film a Production (herein defined) and the City wishes to accommodate the User's request; and

C. The City and the User wish to enter into an Agreement with each other setting out the terms and conditions of Use of City Property,

NOW THIS INDENTURE WITNESSETH that in consideration of the fees, covenants and agreements hereinafter reserved and contained on the part of the User to be paid, observed

[00423421v1]

Film License
TCF Vancouver Productions Ltd.

and performed, the City hereby grants to the User permission to Use City Property upon the following terms and conditions:

1. **Definitions**

- (a) "City's Agent" means:
 - (i) for Use of the interior of the Vancouver Art Gallery - the Director of the Vancouver Art Gallery;
 - (ii) for Use of grounds around the Vancouver Art Gallery - the Manager of Real Estate Services or nominee for the City of Vancouver;
 - (iii) for Use of all other City Buildings - the Manager of Real Estate Services or nominee for the City of Vancouver;
 - (iv) for Use of City Streets - the City Engineer for the City of Vancouver;
 - (v) for Use of City Parks and streets within City Parks - the General Manager of the City of Vancouver Board of Parks and Recreation (the "Park Board");
 - (vi) for Use of Mountain View Cemetery - the Manager of the Mountain View Cemetery; and
 - (vi) for Use of Civic Theatres properties - the Director of Civic Theatres;
- (b) "City Manager" means the chief administrator from time to time of the City of Vancouver and her successors in function and their respective nominees;
- (c) "City Parties" means the City, the Vancouver Police Department, the Vancouver Police Board, The Vancouver Art Gallery Association, the Vancouver Public Library Board, and their respective officials, officers, commissioners, elected or appointed officials, employees and agents;
- (d) "DRM" means the chief administrator from time to time of the Risk Management Department of the City of Vancouver and her successors in function and their respective nominees;
- (e) "Production" means any recording or depiction made pursuant to this agreement by any technology whatsoever including, without limitation, any sound recordings, video production, motion picture production, television production, television commercials and photography;
- (f) "Term" means from the 1st day of January, 2016, commencing at 9:00 a.m. and expiring at midnight on the 31st day of December, 2016; and
- (g) "Use", "Used" or "Using" means to occupy, possess, use, record sound and/or photograph by any means (including without limitation by means of recording tape, motion picture, still or video device photography).

2. **Grant**

Subject always to the terms and conditions of this Agreement, any location agreements required by City Agents and to such other terms and conditions as any City's Agent may advise the User of at any time and from time to time, the City hereby grants to the User and its directors, officers, employees, material suppliers, agents, contractors, subcontractors and invitees (the "User's Personnel"):

- (a) the right to Use City Property for the Term or that part of the Term agreed to by the City's Agent for the specific purpose of filming the Production;
- (b) the right to depict and refer to City Property or any part thereof by any fictitious names or logos or, with the prior written permission of the City's Agent, by their real names, provided however, the User may photograph, record, depict and refer to City Streets by their real or fictitious names;
- (c) the exclusive ownership in perpetuity, of the Production made pursuant to this Agreement; and
- (d) the exclusive right to use, exhibit, sell, advertise and promote, in perpetuity, the Production made pursuant to this Agreement, in all media (now known or hereafter devised) throughout the universe.

3. **Insurance**

At least five (5) days prior to commencing Use of the City Property, the User shall deliver to the Film and Special Events Office of the City Engineering Department proof of the User's insurance policy in the form of the City's standard insurance certificate attached hereto as Appendix F evidencing:

- (a) Commercial General Liability Insurance in the amount not less than \$5,000,000.00 with a deductible amount acceptable to the City's DRM. The User shall not commence Use of the City Property until and unless the DRM has accepted the form and content of the detailed Certificate of Insurance. The insurance policy shall include but not necessarily be limited to the following coverages/provisions:
 - (i) all premises and operations necessary or incidental to the Production and to the performance of this Agreement;
 - (ii) products and completed operations;
 - (iii) "broad form" property damage;
 - (iv) contractual liabilities; (if the User's insurance excludes liability assumed by contract, the User shall have its insurer specifically acknowledge this Agreement as an insured contract under the User's policy of insurance);
 - (v) stunts and special effects;
 - (vi) not expire until midnight on the day the User completes the Use of City Property pursuant to this Agreement; and

- (vii) the required insurance shall not be cancelled or endorsed to reduce the limits of coverage without thirty (30) days' notice in writing by Registered Mail to the City of Vancouver. Should the policy be endorsed to restrict coverage midterm, notice of such restriction will be provided in writing by registered Mail to the City of Vancouver no later than the effective date of such change.

In addition to the coverages/provisions hereinbefore set out, the User's commercial general liability insurance policy or policies shall be endorsed with the following provisions:

- (viii) naming the City of Vancouver as additional insured, including:

- A the City of Vancouver Board of Parks and Recreation;
- B the Vancouver Police Board;
- C if the User intends to Use the Vancouver Art Gallery, The Vancouver Art Gallery Association; and
- D if the User intends to Use the Vancouver Public Library, the Vancouver Public Library Board,

and their respective officials, officers, employees and agents, for all liabilities arising out of the insured's activities on, or Use of, City Property. This insurance coverage is primary to any insurance or self-insurance maintained by the City of Vancouver; and

- (ix) the insurance provided by this policy shall apply in respect to any claim or action brought against any one insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each 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. The inclusion herein of more than one insured shall not operate to increase the limit of liability under this policy;

- (b) Automobile Liability Insurance to be carried at all times for any and all licensed vehicles owned by or leased to the User, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the User, its agents or employees. This insurance shall be for a minimum amount of \$5,000,000, inclusive, per accident;
- (c) All Risk Contractor's Equipment or Property Insurance covering all unlicensed mobile equipment owned or rented by the User or User's Personnel while on City Property, for all risks of loss or damage with coverage sufficient to allow for immediate replacement. Such insurance shall contain a waiver of subrogation in favour of the City Parties.

4. **Permission and Fees**

During the Term hereof, each time the User wishes to Use City Property and prior to Using same, the User hereby agrees to:

- (a) obtain the written permission of the City Agent(s) having authority to manage the specific City Property to be Used by the User and, if required by the applicable City Agent(s), execute a location agreement governing the Use of the specific City Property. Provided that, in the event of a dispute as to which City Agent has authority to manage a specific City Property, the final decision as to authority shall be made by the City Manager; and
- (b) deliver to the applicable City's Agent(s) the fees and deposits payable for Use of City Property by certified cheque or money order in the amounts required by such City Agent(s).

5. **Additional Costs incurred by the City Parties**

In addition to payment under Section 4(b) hereof the User hereby agrees to pay upon demand all costs incurred by the City Parties in connection with Use of City Property by the User and/or the User's Personnel including but not limited to costs for additional personnel.

6. **Restrictions**

The User agrees that:

- (a) the City has made no representations or warranties as to the fitness for any particular use, safety, condition or state of repair of City Property. The User has inspected the City Property and hereby accepts the City Property "as is" and agrees to assume full responsibility for the safety and security of City Property used by the User and/or the User's Personnel;
- (b) the City has no obligation concerning construction, fitting, finishing or furnishing of the City Property for Use by the User or the User's Personnel;
- (c) the User and the User's Personnel shall not, except as expressly approved by the City in writing, commit or permit any waste or injury to the City Property, any nuisance therein or any manner of use which causes or is likely to cause unreasonable annoyance or disturbance to any tenants or occupants of the City Property or to the general public, nor shall the User or the User's Personnel release or permit to be released or permit to be released into or onto City Property any waste or special waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act* (Canada), as amended) or any matter which the British Columbia Ministry responsible for the environment considers a risk to the environment or to human health;
- (d) the User shall not do, or permit to be done, except as expressly approved by the City in writing, anything which would cause the City's insurance to be cancelled or the cost thereof to be increased. Provided however that without waiving the foregoing prohibition, and notwithstanding that the City may have granted express approval for a particular activity, the City may demand in writing, and the User shall comply with such demand, to cease or cause to be

ceased any activity or condition which would cause the City's insurance to be subject to cancellation. If the City's insurance costs increase due to any breach by the User of this provision, the User shall pay to the City on demand, the amount of any such increase in cost caused by any such breach. If the User's breach results in cancellation of any policy of insurance, the User shall indemnify the City for any losses resulting from such cancellation;

- (e) the User shall comply at its own expense with all municipal, federal, provincial, sanitary, fire and safety laws, by-laws, regulations and requirements pertaining to or arising as a consequence of the User's and the User's Personnel's Use of and activities on the City Property;
- (f) the User shall, at its own expense, obtain any and all necessary permits, licenses and approvals including, but not limited to, development permits, building permits, occupancy permits, electrical permits, business and other licenses and approvals required by the City, Park Board and any other governmental, regulatory or sanctioning body whose consent is required for the Production;
- (g) the User shall ensure that all necessary inspections, approvals and permits, which are required under the City by-laws, for all temporary sets, improvements and for the Production, including but not limited to any tents and grandstands, have been obtained prior to Use thereof on City Property;
- (h) the User agrees to provide an appropriate level of security and traffic control officers, either by way of private security personnel or City police officers or a combination of both, as determined in the discretion of the Vancouver Police Department's Chief Police Constable to be necessary during each Use of City Property at the sole cost of the User;
- (i) City Parties shall have access to any City Property Used by the User at all times for emergency and inspection purposes and during reasonable hours for maintenance or operational purposes;
- (j) the User shall not make any reference to the City of Vancouver (as a municipal corporation), the Vancouver Police Department, the Vancouver Police Board, the Vancouver Public Library Board or the Park Board whether such reference is visual, written or oral, without the prior written consent of the applicable City Agent;
- (k) the User shall be responsible for the payment of any taxes (excluding property taxes) exigible on any payments required to be made by the User under this Agreement;
- (l) the User shall not permit garbage, refuse or debris to be stored, placed, or left to accumulate upon the City Property, except as may be reasonably necessary or incidental to a Production;
- (m) the User shall not permit any builders liens or any claims to be registered against the City Property and, in the event any liens or claims are so registered, shall immediately cause any such liens and claims to be discharged at the User's cost;

- (n) the City shall not be liable or responsible for:
 - (i) any interference or inconvenience caused by damage to the City Property or by repairs thereto or by failure or interruption in the supply of electricity, light, water, heat, air conditioning or other utilities. The City agrees to use reasonable efforts to restore any such utilities if they are interrupted; and
 - (ii) indirect, special, punitive or consequential loss or damage of any kind, whether or not the City was advised of the possibility of such loss or damage; and
- (o) the User shall endeavour in good faith to ensure that any User's Personnel Using City Property do not cause labour disputes or work stoppages to other employers or tenants located on or about the City Property. In the event any contractors or employees of the User cause a labour disruption, including but not limited to a slowdown, strike, refusal to work or picketing, at or about the City Property, the City may, in its sole discretion, require the User to use its best efforts to remove such contractors or employees from the City Property for the duration of the labour disruption.

7. **Guidelines**

The User acknowledges that it has received a copy of the guidelines which are attached hereto as Appendices "A", "B", "C", "D" and "E" and the User covenants to cause the guidelines to be fully and faithfully honoured at all times. Notwithstanding receipt by the User of the guidelines attached hereto, the City and the User acknowledge and agree that the City's Agent(s) may, at any time, and from time to time, amend the Guidelines and/or impose further restrictions, guidelines or rules on the User's Use of City Property which the City's Agent deems appropriate in order to:

- (a) protect and manage City Property;
- (b) minimize the disturbance caused to the surrounding areas by the User; and/or
- (c) protect the health, safety and welfare of the general public.

The User is responsible for obtaining copies of any current guidelines from the City's Agent. The City's Agent shall maintain copies of any general guidelines and shall make copies available for pick-up by the User.

8. **Temporary Sets and Alterations**

Subject to prior written approval of the City's Agent, the User and the User's Personnel may:

- (a) erect and maintain temporary motion picture sets and structures; and
- (b) make minor alterations to City Property or any part thereof;

PROVIDED that the User shall, at its own expense and in accordance with Section 10 hereof, remove all temporary motion picture sets and structures and restore and repair City Property to its former condition, unless otherwise authorized in writing by the City's Agent.

9. **Health and Safety**

- (a) The User shall not suffer, cause or permit in, upon or around City Property unlawful events or events which endanger public health or safety.
- (b) Where an exemption from a City By-law is sought by the User, permission must be obtained in writing from the City prior to the event taking place.

10. **Restoration and Repair After Use**

Prior to vacating the City Property:

- (a) the User shall remove all goods and chattels of whatsoever kind or nature, other than goods and chattels belonging to the City, brought into or onto City Property by the User or the User's Personnel in connection with the Production and shall leave the City Property in a neat and tidy condition free of all garbage, refuse and debris. Any goods or chattels not so removed will, at the sole option of the City, be deemed to be the absolute property of the City, without payment to the User, to be disposed of as the City sees fit, but without prejudice to any other right or remedy available to the City.
- (b) the User hereby agrees to repair, to the satisfaction of the City's Agent, all damage to City Property caused or contributed to by:
 - (i) the erection, maintenance and removal of the temporary motion picture sets, improvements and structures by the User or the User's Personnel;
 - (ii) alterations made to City Property by the User or the User's Personnel; and
 - (iii) the Use of City Property by the User or the User's Personnel,

on or before the date specified by the City's Agent or such longer period of time as the City's Agent may agree to in writing PROVIDED HOWEVER that should the User expeditiously commence to restore and repair pursuant to this Section but due to circumstances beyond its control is unable to complete same, the City agrees to permit the User such period of time to restore and repair as is reasonable in the circumstances.

11. **Default and Termination**

If and whenever:

- (a) any rental fee or deposit or any part thereof is not paid pursuant to the terms of this Agreement or as required by the City Agent(s);
- (b) the User is in default in the payment of any fee or payment other than a rental fee or deposit, required to be paid by the User under the terms of this Agreement or as required by the City Agent(s) and such default continues for 5 days following any specific due date on which the User is to make such payment or, in the absence of such specific due date, for 5 days following delivery of notice requiring the User to pay the same; and/or

- (c) the User defaults in performing or observing any of the provisions of this Agreement other than those requiring payment of money to the City Parties and such default continues for a period of 5 days after delivery of notice thereof to the User, except for a default which the City Manager determines that to be cured with all due diligence would require a longer period, then after such longer period as is established in writing by the City Manager,

then the applicable City Parties may, at their option:

- (d) correct the default and upon the completion of the work required to correct such default, the User shall pay to the applicable City Parties within 10 days of receipt of an invoice therefore the costs of such correction plus an administrative fee of not more than twenty percent (20%); or
- (e) terminate this Agreement. If this Agreement is terminated the User shall upon receipt of written notice, immediately cease Use of City Property, promptly remove all of its equipment, materials and personnel from City Property and shall repair and restore such City Property in accordance with the terms of this Agreement. Notwithstanding the foregoing, the provisions of paragraphs 2(b), (c) and (d), 10, 11, 12 and 14 shall remain in full force and effect.

Notwithstanding the foregoing if the City Manager deems a default to be a threat to the health or safety of any person, the User shall cure such default within the time limit determined by the City Manager. All invoices submitted to the User by the City Parties are payable within 10 days from the date of receipt of the invoice. The User agrees that whenever and so long as any monies payable by the User to the City Parties under this Agreement are in arrears, such amounts shall bear interest at the Prime Rate (hereinafter defined) plus three percent (3%) percent per annum calculated monthly, not in advance, from the date due until paid. For purposes of this Agreement "Prime Rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, Head Office, 595 Burrard Street, Vancouver, British Columbia, as the base rate that shall be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the Prime Rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable by reason of uncertainty, then the rate of interest payable on amounts overdue from time to time under this Agreement shall be twenty-one percent (21%) percent per annum calculated monthly, not in advance, from the date due until paid.

12. Ownership

The parties hereto agree that:

- (a) the City shall have no proprietary interest in the Production made pursuant to this Agreement and the Production shall be the sole property of the User;
- (b) the User shall not be obliged to make any use of the Production made pursuant to the permission granted under this Agreement; and
- (c) the City shall have no right of action for injunctive relief against the User or any other party preventing the distribution, exhibition, advertising and exploitation of the Production.

13. **Election Not to Use City Property**

The User may at any time elect not to Use City Property by forthwith advising the City in as expeditious a manner as is possible and by giving the City written notice of such election addressed the applicable City Agent(s) and in that event, the User agrees to pay all costs incurred or revenue lost by the City in reserving City Property for Use by the User.

14. **Release and Indemnity**

The User hereby releases and agrees to fully indemnify and save harmless the City Parties from and against any and all costs, losses, damages, including indirect or consequential damages, claims, demands, liability, actions, judgments, legal expenses (on a solicitor-client basis), builders' liens, workers' compensation claims and expenses of any nature whatsoever, including for loss of life or personal injury (the "Costs"), which may arise or accrue to any person, firm or corporation against the City Parties or for which they may be liable for resulting from or which would not or could not have occurred but for the Use of City Property by the User and/or the User's Personnel, including without limitation, any claims that would not or could not have occurred but for:

- (a) any breach, violation (including any violation of any law, by-law, ordinance and/or regulation) or non-performance by the User and/or the User's Personnel of any obligation to be performed under this Agreement; and/or
- (b) any act or omission, default or negligence on the part of the User and/or the User's Personnel in or about City Property,

provided that such covenant to release and indemnify the City Parties shall not apply if, or to the extent that, such Costs are caused by the negligence or wilful misconduct on the part of the City Parties. This release and indemnity shall survive termination of Use of City Property by the User.

15. **Workers' Compensation Board Compliance**

- (a) *Payment of WCB Assessments* - The User agrees that it shall comply with all applicable requirements of the British Columbia Workers' Compensation Board including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full Workers' Compensation Board coverage for itself and the User's Personnel (including all contractors and subcontractors). The User hereby confirms that it is registered and in good standing with the Workers' Compensation Board and all assessments have been paid in full prior to execution of this Agreement.
- (b) *Designation of User as Prime Contractor* - The City now designates the User as the Prime Contractor, and the User now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the British Columbia Workers' Compensation Board legislation ("WCB Legislation").
- (c) *Prime Contractor's Obligations* - Without in any way limiting the User's obligations under the WCB Legislation, and by way of example only, the User shall:

- (i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for User's Use of the City Property; and
 - (ii) provide and receive and respond to all information required to be given, received or relayed by the User (both as an employer and as the Prime Contractor) pursuant to the WCB Legislation;
- (d) *General WCB Obligations* - In addition to, and not in lieu of, the User's obligations as the Prime Contractor, the User shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety policies, rules and regulations are observed during performance of this Agreement, by the User and the User's Personnel.

16. **Holdover**

The parties agree that there shall be no holdover under this Agreement.

17. **Interest in Land**

This license shall not be construed as creating an interest in land.

18. **Assignment**

Other than with regard to its rights, specified in paragraph 2(d), the User shall not, without the prior written consent of the City, assign or sublicense any of its rights or obligation pursuant to this Agreement.

19. **Entire Agreement**

Subject to the execution of any location agreements with City Agents, the provisions contained herein constitute the entire agreement between the parties and supersede all previous communications, representations, understandings, and agreements whether verbal or written between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of a location agreement and the terms of this Agreement, the terms of this Agreement shall prevail except where the location agreement specifies required payments and schedules for payments.

20. **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

21. **Governing Laws**

This Agreement shall be governed by the laws of the Province of British Columbia and the User agrees to submit to the jurisdiction of the courts of British Columbia.

22. **Business License**

The User shall obtain a valid City of Vancouver business license prior to commencing Use of City Property.

23. **Corporate Ratification**

The User covenants and agrees that all corporate action necessary for the entering into, authorization and execution of this Agreement has been taken, and further warrants and represents that it has capacity and authority to enter into this Agreement and carry out all of its obligations hereunder.

24. **Notices**

- (a) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the User may be given or served by delivering by courier or deposited in the mail, postage prepaid by registered mail, a letter addressed to:

TCF Vancouver Productions Ltd., a subsidiary of
Twentieth Century Fox Film Corporation
P.O. Box 900
Beverly Hills, CA
90213

Attention: Legal Affairs

Fax: 310.369.8703

or at such other address as the User may advise in writing, or may be personally served upon the User or any person hereafter authorized by the User to receive such notice.

- (b) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the City may be given or served by delivering by courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: Manager, Film & Special Events

with a copy to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: Director of Legal Services

or at such other address as the City may advise in writing, or may be personally served upon the City or any person hereafter authorized by the City to receive such notice.

Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served shall be deemed to have been received in five (5) days from such mailing or, in the case of delivery by courier or fax, on the day of delivery by the courier company or receipt of fax confirmation by the sender.

25. **Remedies Cumulative**

Subject to section 12(c), no reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City shall be entitled to commence and maintain an action against the User to collect any fees, deposits, costs or expenses of any nature or kind not paid when due, without exercising the option to terminate this Agreement pursuant to Section 11.

26. **No Prejudice**

The rights and obligations contained in this Agreement shall not be abrogated, prejudiced or effected by the granting of time, or any indulgence or concession by either party to the other or to any other person or by any compromise, release, abandonment, waiver, variation or relinquishment of any rights of either party to this Agreement or any other person or by omission or neglect or any other dealing, matter or thing which, but for this section, could or might operate to abrogate, prejudice or effect the rights or the obligations of either party under this Agreement.

27. **Time of Essence**

Time is of the essence in this Agreement.

28. **Severability**

The parties hereto agree that if it is held by any court of competent jurisdiction that any part of this Agreement is void, voidable, illegal or unenforceable, that part of the Agreement shall be deemed to be deleted from the Agreement and all other provisions of the Agreement remain in full force and effect and shall be binding in all respects upon the parties hereto.

29. **Vancouver Charter**

Nothing contained or implied herein shall derogate from the obligation of the User under any other agreement with the City or any City Parties or prejudice or affect City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the

City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the User's Use of the City Property as if this Agreement had not been executed and delivered by the User and the City.

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

CITY OF VANCOUVER

Per:

James J. Conell
Authorized Signatory

BOARD OF PARKS AND RECREATION

Per:

[Signature]
General Manager

TCF VANCOUVER PRODUCTIONS LTD.

Per:

(14)

[Signature]
Authorized Signatory

ROBERT B. COOPER
EXECUTIVE VICE PRESIDENT
LEGAL AFFAIRS

Authorized Signatory

Workers' Compensation Board Registration
Number(s) of the User and all contractors
and subcontractors of the User:

816168

City of Vancouver Business License Number: 15-186552

[** Note: Film License Application will not be processed without the WCB and Vancouver Business License numbers**]

APPENDIX A

CITY OF VANCOUVER
ENGINEERING DEPARTMENT
FILM AND SPECIAL EVENTS OFFICE
PHONE: 604-873-7337

GUIDELINES FOR FILMING ON-STREET IN THE CITY OF VANCOUVER

1. A film company must apply to, and receive permission from the City Engineer, or his designate, to film on a City street, to occupy a street for the purpose of filming elsewhere, or where off-street filming affects the normal use of the adjacent street.
2. The City Engineer shall be guided by the following principles when determining whether the above permission is to be granted:
 - a) streets in the Downtown District shall not be closed during the retail business day unless:
 - (i) adequate alternate routes are available;
 - (ii) adequate access is assured to adjacent businesses; and
 - (iii) transit can be maintained on the portion of street to be closed, or can be maintained on adjacent streets,all to the satisfaction of the City Engineer;
 - b) major streets shall not be closed during rush hours or other high volume traffic periods;
 - c) when traffic cannot be effectively diverted onto other streets, traffic shall be stopped only intermittently and for no longer than three continuous minutes during each 10 minute period; and
 - d) the amount of previous filming in an area.
3. Occupants of properties within a street closure or within any area a film company is filming are to be given reasonable prior notice of the proposed activity by the film production company.

In a residential area, residents in any block where filming is occurring or which is occupied by film production vehicles shall be given reasonable prior notice of the proposed activity. The City Engineer may request a wider area of notification if he believes it advisable.

In the Downtown District, the City Engineer shall determine the extent of the area to be notified when filming is occurring.

Notification shall include:

- a) name of the production company,
- b) name of the location manager and a phone number,
- c) phone number of the City of Vancouver Film Coordination office,
- d) phone number of the B.C. Film Commission office,

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Film License
TCF Vancouver Productions Ltd.

- e) date and time the film company shall be working in the area with a brief description of what their activity shall be.

Each vehicle belonging to the film production company shall display proper identification on the dashboard including a telephone number.

- 4. The film company shall pay promptly when requested for all direct costs incurred by the City for the use of City services.
- 5. The film company shall be required to deposit funds equal to the estimated cost of City services prior to the commencement of any "on-street" filming. If the costs incurred by the City for the use of City services is not paid promptly upon request, the City may, at its option, apply the deposit to such costs. If the deposit does not cover the costs in their entirety, the film company shall be responsible for any outstanding balance.
- 6. Requests for street signing and Police must be made a minimum of two (2) working days prior to the time required by the film company.
- 7. In most cases, street parking space shall be provided by the City for essential unit vehicles. Where off-street parking is available, the film companies should use it for non-essential vehicles, i.e. crew parking. In locations where off-street parking is not available, i.e. residential locations, the film company may be required to use a remote parking location and arrange for a suitable shuttle. At all times parking should be organized to minimize the disruption to the area.
- 8. Move-ins, move-outs and any noisy activities of a film production company in a sensitive residential area shall occur only during the following periods unless special permission is obtained from the City Engineer. Permission shall be granted only upon due consideration that there are no other options available.

Monday to Thursday	-	0700 to 2300
Friday	-	0700 to 2400
Saturday	-	0800 to 2400
Sunday	-	0800 to 2300

- 9. Late night and early morning filming between the hours outside of those in (8) shall not be permitted unless the City Engineer is satisfied that a majority of the residential premises impacted by such late night film production approve. Minor exceptions may be granted at the discretion of the City Engineer.
- 10. Recognizing the disruptions caused by filming activities, it may be necessary for the City Engineer to limit the use of any sensitive film location. In general, the City Engineer shall be guided by a majority petition from impacted residents to limit filming in any location.
- 11. A film production company shall place on the sidewalk in the area of filming, an information sign advising the public of the name of the film and noting that they may be inconvenienced while walking through the area.

APPENDIX B

CITY OF VANCOUVER
CORPORATE SERVICES DEPARTMENT
FACILITIES DESIGN AND MANAGEMENT DIVISION
PHONE: 604-873-7620

GUIDELINES FOR FILM PRODUCTION IN CITY BUILDINGS

Introduction

The City of Vancouver owns over 300 buildings within its boundaries, most of them under the responsibility of the Facilities Design and Management division of the City Corporate Services department. Facilities Design and Management also has responsibility for parking areas, grounds or open areas associated with these buildings.

In some cases there are shared responsibilities in various degrees with the users of the building, be they other City Departments, City Boards or private lessees. In these cases, Facilities Design and Management must canvas the users of the facilities and establish what level of involvement the various parties shall have.

Table 'A' attached is a list of properties which Production companies may be interested in using. In some cases the listing is not a building, but a property.

To get assistance through the initial phases of surveys and negotiations, a Production company can directly call the Manager of Building Services. His telephone number is 604-873-7615 and the Facilities Design and Management's general number is 604-873-7620. The facsimile number is 604-873-7186.

City-owned City Buildings are highly utilized buildings with virtually no spare space. Any disruption in their normal method of operation can have surprising and unexpected repercussions. For these reasons, City officials are very cautious in allowing extraordinary demands on the facilities. However, City Buildings are generally available for the film industry.

A number of City Buildings operate during the normal Monday to Friday work week, however, there are many City Buildings which operate 24 hours a day, seven days a week.

I. PROCEDURE TO REQUEST USE OF CITY BUILDINGS

Submit a written request to the Manager, Buildings Services at least a week before requested use date. For a speedy approval and in order to eliminate the element of surprise, the following information is required:

1. Name of company and the date the Master Film License Agreement with the City was signed.
2. Areas affected and exact location of the proposed project.
3. What scene and affect is sought.
4. Why this particular location is requested.

5. Are there other City of Vancouver departments or organizations involved?
6. Has the film producer contacted the Films and Special Events Division, Engineering Department?
7. What are the proposed dates/periods of activity?
8. What is the maximum size of the proposed activity? Number of crew, equipment, support vehicles, etc?
9. Are there any celebrities which may attract an unusual and disruptive amount of onlookers?
10. What is the theme of the production?
11. Is there any possibility of public controversy?
12. Is there any risk to life or property? (i.e., high risk special effects or stunts?)
13. Do you have any special technical needs, e.g. utilities, parking, security, altering an operation, chemical treatment of City property, etc?

If the Manager, Building Services gives approval in principle, the following documentation is required:

- (1) enter into a location agreement with the applicable City Agent; and
- (2) provide necessary fees and deposits to the satisfaction of the Manager, Building Services.

II FEES

Fees shall be as negotiated by the Manager, Building Services, but as a guide a building such as City Hall is \$750 per day or part of, for set-up/wrap, and \$1,500 per day for shooting.

Other Costs:

If access to buildings or grounds is granted, all costs associated with filming including service staff and extra City security staff, cleaning and damage repair shall be paid by the User. The Use of the service staff will be determined by the Manager of Building Services.

III GENERAL OFFICE HOURS

8:30 a.m. to 5:30 p.m. Monday to Friday (5 days). Closed on Statutory holidays.

IV SPECIFIC AREAS

Use of public areas, office space, driveways and parking areas require approval by the Manager, Building Services with concurrences by involved Department Heads/City Manager. Filming in entrances, interior public areas and office spaces can be scheduled after office hours or on weekends. No activity is permitted in or around the

Main City Hall building during office hours and no closure of the upper driveway is allowed during office hours.

V PARKING

Parking shall be in accordance with approved regulations. For special street parking arrangements contact Films & Special Events Division, Engineering Department at 604-873-7337. There is no parking at Art Gallery III Parking Lot, North to South Plaza and at Georgia.

VI SUPPORT UTILITIES

The City discourages the use of City Buildings space for dressing rooms, washrooms facilities, or food services, however, requests for facilities shall be considered.

VII EMERGENCY PROCEDURES

Most City Buildings are equipped with fire alarm systems which include heat and smoke detectors. Therefore care must be taken to avoid film production equipment activating detectors. The systems are generally connected to the alarm centre and the City of Vancouver Fire Department responds to all alarms.

If an alarm is activated, the buildings must be evacuated. This shall include all film production cast and crew.

The film company shall be responsible for any expense that may be incurred by the City if an alarm is activated due to use of City Property by the User.

VIII SMOKING RESTRICTIONS

Smoking is not permitted in City Buildings.

IX TELEPHONES

Use of City Buildings telephones is not permitted except under special pre-approved arrangements.

X PROTECTION

Any materials used to protect walls and balustrades in stairwells or exit corridors shall be flame-proofed to meet City of Vancouver by-law requirements.

XI OCCUPATIONAL HEALTH AND SAFETY REGULATIONS

When film production cast and crew are operating on City Buildings property, all Federal, Provincial and Municipal regulations with regard to Occupational Health and Safety and City of Vancouver By-laws shall be strictly adhered to.

TABLE "A"

<u>BUILDING</u>	<u>ADDRESS</u>
Vancouver Centennial Museum	1100 Chestnut Street
Vancouver Maritime Museum	1100 Chestnut St. /1905 Ogden St.
St. Rock Shelter	1905 Ogden Street
Planetarium	1100 Chestnut Street
Southam Observatory	Vanier Park
Archives	1150 Chestnut Street
Libraries - In General	Various Locations
City Hall and East Wing	453 West 12th Avenue
Orpheum	873 & 884 Granville Street
Queen Elizabeth Theatre	649 Cambie Street
Vancouver Playhouse	649 Cambie Street
City Analyst/Police Museum	238 East Cordova Street
City Pound	1280 Raymur Street
Firehalls - In General	Various Locations
Mountain View Cemetery	5455 Fraser Street
Evelyne Saller Centre	320 Alexander Street
Antoinette Lodge	535 East Cordova Street
New Continental Residence	1067 Seymour Street
Barclay Heritage Square	Corner of Broughton and Haro
Alexander Residence	58 Alexander Street
Central Residence	42 East Cordova Street
Gresham Residence	716 Smithe Street
Oppenheimer Lodge	450 East Cordova Street
Roddan Lodge	124 Dunlevy Street
Carnegie Centre	401 Main Street
The Gathering Place	609 Helmcken Street
Vancouver Police Offices	2120 Cambie Street
Roedde House	1415 Barclay Street

**APPENDIX C
CITY OF VANCOUVER
COMMUNITY SERVICES GROUP
Non-Market Operations
Mountain View Cemetery**

**GUIDELINES FOR FILMING
AT
MOUNTAIN VIEW CEMETERY**

INTRODUCTION

Mountain View Cemetery is under the control of the Manager of the Mountain View Cemetery. Mountain View Cemetery can be made available for filming providing such filming does not interfere with the normal operation of the Cemetery. Funerals have precedence over filming and all filming and related activities must cease during the interment. All filming related equipment and staff must leave the vicinity of the interment. Alternatively, the filming shall be postponed to a more favourable time at the discretion of the Manager of Mountain View Cemetery. The following fees and regulations are intended to allow the use of the Cemetery while recognizing it as a place of respect and reverence.

GUIDELINES

Specific site arrangements and timing must be approved by the Manager of Mountain View Cemetery. The following fees shall be charged to production companies (effective September 1, 2002):

General Site Usage

# Shooting -- Full Day	\$1,000	per day
# Shooting -- Half Day (depart prior to 12:00 p.m.)	\$750	per 1/2 day
# Shooting -- Half Day (arrival after 12:00 p.m.)	\$750	per 1/2 day
# Prep/Wrap (separate day from shooting)	\$500	per day
After hours usage (outside 7:00 a.m. - 4:00 p.m. Mon - Fri.)	\$70	per hour
Grave side props (on-site use only)	\$300	per day
Road usage for Production scenes	\$500	per day
Tents or shelters		
# less than 10' x 10'	\$0	
# up to 40' x 40'	\$300	per tent

The Applicant must arrange for an on-site meeting at least 5 working days prior to the filming date to clearly communicate all events related to the proposed filming. Subsequent to this meeting, the Applicant must provide a filming proposal map and a list of all equipment to be placed within the Cemetery grounds. Please include details such as:

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- ! Intended location - showing set, placement of equipment such as lighting, generators and vehicles, and including specific details of driving shots or special effects. It should also specify the roads to be used for storage and the intended route(s) for the actual filming.
- ! Tents and shelters - showing the number, size and location of each

Be advised that the cemetery does not provide any access to electrical connections and opening of graves is not permitted.

Please remember that the Cemetery is a public place and at no time shall any person be denied access to any part of the Cemetery by a Production Company. Please be aware that we are located beside a residential neighbourhood and that City filming curfews are in effect at the Cemetery.

The User shall be charged for clean-up of garbage or other debris remaining after the Cemetery use. Repair of any damage to the turf, trees, shrubs and roads is the responsibility of the User and must be completed to the satisfaction of the Manager. Any other services and equipment needed and the appropriate usage fee may be negotiated with the Manager of Mountain View Cemetery.

APPLICATION and INSURANCE

Application to Film and Proof of Insurance Coverage forms must be completed and returned to the City of Vancouver Film Office before final approval to film at the Cemetery is granted. These are available on the Film Office web-site (www.city.vancouver.bc.ca/enqsvcs/projects/filmoffice/index.htm) or call the Film Office (604-873-7337) for additional information.

CEMETERY CONTACTS

Foreman (Film Liaison) - Arnold McEwen	Ph: 604.325.2646
	Cell: 604.834.3717
	Fax: 604.323.2647
Manager - Glen Hodges	Ph: 604.325.2623

APPENDIX D
GUIDELINES FOR FILMING
AT
CITY OF VANCOUVER BOARD OF PARKS & RECREATION
PARKS AND FACILITIES

The Board of Parks and Recreation has 1,256.96 hectares of parkland in 174 parks.

The parks, located throughout the City, include a wide variety of facilities, i.e. playfields, ball diamonds, golf courses, beaches, outdoor pools, ice rinks, community centres, fitness centres, marinas, restaurants and gardens.

The Board of Parks and Recreation provides access to parks and facilities wherever possible for film production, however, the disruption of any planned special events, organized sports groups, maintenance crews or the general public in their regular use of parks and facilities is discouraged. The fact that some areas are environmentally sensitive is another issue which may influence decision on access.

VANCOUVER PARK BOARD
2099 BEACH AVENUE
VANCOUVER, B.C.
V6G 1Z4

PHONE NO: 604-257-8400

COORDINATOR OF SPECIAL EVENTS AND FILMING
RECREATION DIVISION
PHONE NO: 604-257-8494 FAX NO: 604-257-8501
Office hours: 8:30 a.m. to 4:30 p.m.
Monday through Friday - 5 days a week
Closed on statutory holidays

DOCUMENTATION:

Prior to using Park Board parks or facilities, the film production company shall:

1. Enter into the Master Film License Agreement with the City of Vancouver for filming.
2. At least 10 days before use, contact the Park Board's Special Events and Filming Coordinator (the "Coordinator") at 604-257-8494 regarding proposed site(s) and date(s).
3. If required, meet at proposed locations with the Coordinator to explain the needs of the film sequence and discuss impact on site or public.
4. At least 5 business days before intended use date (when possible) submit an application for filming to the Vancouver Board of Parks & Recreation stating details on desired location, days, times and specific needs of film sequence.
5. If required by the Coordinator, enter into a location agreement with the Park Board.

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Film License
TCF Vancouver Productions Ltd.

FEES:

1. The Vancouver Park Board has a per location/per day fee for filming on parkland. In addition, film companies shall be billed as required to recover the Board's costs for requested services, staff supervision and for additional consulting time.
2. To use community centres, rinks, pools - contact the Coordinator of the Community Centre. Rates differ from centre to centre.
3. To use restaurants, bowling greens or other leased properties - Contact the Manager, Chair or Secretary at each facility. Rates shall differ.
4. To use Park Board offices and buildings, the Boardroom or corridors, contact the Coordinator. Fees shall be negotiated. Park Board approval may be required.

PARKING REQUIREMENTS:

Park Board parking lots currently operated by Vinci Park can be booked through the Coordinator, fees shall be negotiated.

APPENDIX E

GUIDELINES FOR FILMING AT THE VANCOUVER ART GALLERY

BUILDINGS

The City of Vancouver leases the Art Gallery lands from British Columbia Building Corporation pursuant to a 99 year head lease and permits the Vancouver Art Gallery to occupy and operate the premises.

The Gallery consists of two (2) reconstructed and renovated buildings: the Galleries proper, the 1907 neoclassical Francis Rattenbury designed courthouse, and the administrative wing being the 1910 Thomas Hopper designed annex. The Gallery is operated by The Vancouver Art Gallery Association.

Gallery hours are 10:00 a.m. to 6:00 p.m. Monday, Tuesday, Wednesday, Friday, Saturday and Sunday. 10:00 to 9:00 p.m. Thursdays. The Gallery is closed Mondays from Thanksgiving through to Easter.

Office hours for the annex are 8:30 a.m. to 5:30 p.m. Monday through Friday.

I. DOCUMENTATION

Prior to using the Gallery buildings or grounds, the Film Production Company shall:

1. Enter into the Master Film License Agreement with the City of Vancouver for filming.
2. At least 5 business days before desired use date, present a submission to the Vancouver Art Gallery's Rental Coordinator or designate giving: desired locations; dates; times of filming; time required for set preparation and wrapping.
3. Deliver to the Rental Coordinator or designate the agreed-upon fees and damage deposit before any personnel or equipment enter or use the premises.
4. If required by the Rental Coordinator, execute a location agreement for use of the Art Gallery.

II. FEES

1. Gallery Building

The minimum fee for filming in the galleries or adjacent areas would be \$4,000. The total fee would be determined by the number of shooting days and space required. Limited availability.

2. Annex Building, Lobby and Building Entrances

Preparation: \$1,000. per day or any part thereof
Shooting: \$3,000. per day or any part thereof
Wrapping: \$1,000. per day or any part thereof

Hard costs to be billed in addition to the location fee.

Arrangement for the times required for the above to be determined at the time of booking

3. Building Exteriors and Driveways

\$1,000. to \$1,500. per day or any part thereof

4. Damage Deposit

Interior filming in either building shall require a damage deposit, reimbursable at the conclusion of the contract period.

III. PARKING

Parking on City streets and loading bay require proper City permission in accordance with Appendix A. The Gallery Handicapped Area, and one truck length in front, must be kept clear in the loading bay.

South paved plazas - no vehicles permitted.

IV. SUPPORT FACILITIES

The Gallery discourages the use of its facilities for dressing rooms, and holding areas. However, any requests for facilities would be considered in light of the extent and days required. The adjacent Robson Square Conference Centre may have space available for rent, or contact B.C. Buildings Corporation.

V. EMERGENCY PROCEDURES

The Galleries and Annex fire alarm system include heat and smoke detectors. Care must be taken to avoid film production equipment activating the detectors. When an alarm is activated, the building may be evacuated, including all film production cast and crew. The User shall be responsible for any expense that may be incurred if the alarm is activated by the User or the User's Personnel.

VI. SMOKING RESTRICTIONS

City of Vancouver by-laws do not permit smoking in the Gallery.

VII. TELEPHONES

Public pay telephones are located on the main floor, near the northwest entrance. Gallery phone lines are operating at capacity.

VIII. ELECTRICAL POWER

The power supply at the Gallery is used to near capacity. Film production crews requiring any additional power must consult with the Vancouver Art Gallery Building Supervisor. Existing wall outlets may be used for low demand lighting.

IX. CONSERVATION REQUIREMENTS

The Galleries proper have requirements with respect to temperature, humidity and lighting that must be strictly observed. The Director of the Vancouver Art Gallery or designate shall have sole discretion to set limits in this regard. Any breach of this provision would be grounds for revoking permission to film and immediate removal of all film personnel and equipment from the premises.

X. SECURITY

The Vancouver Art Gallery shall determine interior requirements. Exterior requirements shall be the responsibility of the Film Production Company, including the care and safety of all their equipment, materials, employees and/or contractors. Vancouver Art Gallery Staff and security personnel would at all times retain the absolute right to halt any activity that they deemed to be injurious to the works of art, Gallery personnel, the buildings or public safety.

XI. COSTS

If access to buildings or grounds is granted, all costs associated with filming including but not limited to the Gallery's film liaison person, building service staff and all extra Gallery security personnel would be a condition of use.

Payment of additional costs to be received within 10 days of presentation of invoice.

Cancellation of scheduled filming or postponement for any reason may attract penalty costs for uncancellable security arrangements and consultation time expended.

THE VANCOUVER ART GALLERY ASSOCIATION

FILM COMPANY GUIDELINES

CONTACT PERSONS

TELEPHONE

Rental Coordinator

(604) 662-4714

Tom Meighan
Supervisor, Visitor Services

(604) 662-4713

APPENDIX F



LIABILITY INSURANCE CERTIFICATE
Filming and Special Events



Section 8 b) - Staff to select the required # of days Written Notice before sending out for completion
Section 2 through 6 - to be completed and executed by the insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO:

- City of Vancouver, 453 West 12th Avenue, Vancouver BC V5Y 1V4
Attn: Manager, Film & Special Events Office / Fax (604) 257-8859
- Board of Parks and Recreation, 2099 Beach Avenue, Vancouver BC V6B 1Z4
Attn: Coordinator, Special Events & Filming Office / Fax (604) 257-8501

and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.

2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies)). If the Named Insured is covered under a Parent Company's insurance policy, both company names must be included as "Named Insured".

MAILING ADDRESS: _____
FILMING OR EVENT LOCATION: _____
DESCRIPTION OF EVENT OR PRODUCTION TITLE: _____

3. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
Including the following extensions:

<input checked="" type="checkbox"/> Personal Injury	LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)
<input checked="" type="checkbox"/> Products and Completed Operations	Per Occurrence: \$ _____
<input checked="" type="checkbox"/> Cross Liability or Severability of Interest	Aggregate: \$ _____
<input checked="" type="checkbox"/> Employees as Additional Insureds	All Risk Tenants' Legal Liability: \$ _____
<input checked="" type="checkbox"/> Blanket Contractual Liability	
<input checked="" type="checkbox"/> Non-Owned Auto Liability	Deductible Per Occurrence: \$ _____

INSURER: _____
POLICY NUMBER: _____
POLICY PERIOD From _____ to _____

4. UMBRELLA OR EXCESS LIABILITY INSURANCE
LIMITS OF LIABILITY: (Bodily Injury and Property Damage Inclusive)

INSURER: _____	Per Occurrence: \$ _____
POLICY NUMBER: _____	Aggregate: \$ _____
POLICY PERIOD From _____ to _____	Self-insured Retention: \$ _____

5. OTHER INSURANCE (e.g. Volunteer's Accident & Death Insurance, Directors and Officers Liability Insurance) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

6. POLICY PROVISIONS:
When required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

- a) The City of Vancouver, Vancouver Board of Parks & Recreation, Vancouver Police Board, Vancouver Public Library Board, Vancouver Art Gallery Association, their officials, officers, employees, servants, agents, and volunteers have been added as Additional Insureds with respect to liability arising out of any activities conducted by or in connection with the operation of the Named Insured including, but not limited to, any stunt or special effect activities;
- b) FIFTEEN (15) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
- c) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver, Vancouver Board of Parks & Recreation, Vancouver Police Board, Vancouver Public Library Board and Vancouver Art Gallery Association shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE _____ Dated: _____
PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER _____

File No.: 09-0203-000

MEMORANDUM

February 17, 2017

TO: Janice MacKenzie, City Clerk

cc: Jenny Jung, Supervisor - Special Events and Filming
(by email) Board of Parks and Recreation

Rick Clark, Acting Manager - Film and Event Office
Film and Special Events

Dina Folks, Accounting Co-ordinator
Film and Special Events

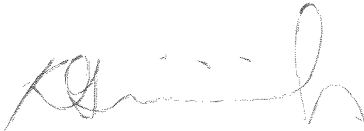
FROM: Kim Giuricich, Legal Assistant

SUBJECT: **Film License Agreement**
City of Vancouver to TCF Vancouver Productions Ltd.

Attached for filing is an originally executed copy of the above-noted Film License Agreement. The term of the Agreement expires on December 31, 2017.

There are no expiry or other dates for you to monitor.

The Agreement may be sent to Records on December 31, 2018.



Kim Giuricich

kim.giuricich@vancouver.ca

KG:my
Attachment

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Mailing Address:
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Canada

Delivery Address:
401-515 West 10th Avenue
Vancouver, BC V5Z 4A8
Canada

Telephone: (604) 873-7512
Fax: (604) 873-7445



**CITY OF VANCOUVER
MASTER FILM LICENSE AGREEMENT**

THIS AGREEMENT made as of the 1st day of January, 2017

BETWEEN:

CITY OF VANCOUVER,
a municipal corporation with offices at
453 West 12th Avenue, Vancouver,
British Columbia, V5Y 1V4; and

BOARD OF PARKS AND RECREATION of the
City of Vancouver, with offices at 2099 Beach
Avenue, Vancouver, British Columbia, V6G 1Z4

(hereinafter collectively called the "City")

AND:

TCF VANCOUVER PRODUCTIONS LTD.,
(a subsidiary of Twentieth Century Fox Film Corporation)
a company incorporated under the laws of the
Province of British Columbia (Incorporation number: BC0834883),
having an office at 10201 West Pico Boulevard, Los Angeles,
California, USA, 90035

(hereinafter called the "User")

WHEREAS:

A. The City is:

- (i) the owner of all public streets and roads within the boundaries of the City of Vancouver (hereinafter collectively called "City Streets");
- (ii) the owner of all public parks including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "Public Parks"); and
- (iii) the owner of or has control of certain real property including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "City Buildings");

B. From time to time, the User wishes to Use (herein defined) certain City Streets, Public Parks and City Buildings (hereinafter collectively called "City Property") to film a Production (herein defined) and the City wishes to accommodate the User's request; and

C. The City and the User wish to enter into an Agreement with each other setting out the terms and conditions of Use of City Property,

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Film License
TCF Vancouver Productions Ltd.

NOW THIS INDENTURE WITNESSETH that in consideration of the fees, covenants and agreements hereinafter reserved and contained on the part of the User to be paid, observed and performed, the City hereby grants to the User permission to Use City Property upon the following terms and conditions:

1. Definitions

- (a) "City's Agent" means:
 - (i) for Use of the interior of the Vancouver Art Gallery - the Director of the Vancouver Art Gallery;
 - (ii) for Use of grounds around the Vancouver Art Gallery - the Manager of Real Estate Services or nominee for the City of Vancouver;
 - (iii) for Use of all other City Buildings - the Manager of Real Estate Services or nominee for the City of Vancouver;
 - (iv) for Use of City Streets - the City Engineer for the City of Vancouver;
 - (v) for Use of City Parks and streets within City Parks - the General Manager of the City of Vancouver Board of Parks and Recreation (the "Park Board");
 - (vi) for Use of Mountain View Cemetery - the Manager of the Mountain View Cemetery; and
 - (vi) for Use of Civic Theatres properties - the Director of Civic Theatres;
- (b) "City Manager" means the chief administrator from time to time of the City of Vancouver and her successors in function and their respective nominees;
- (c) "City Parties" means the City, the Vancouver Police Department, the Vancouver Police Board, The Vancouver Art Gallery Association, the Vancouver Public Library Board, and their respective officials, officers, commissioners, elected or appointed officials, employees and agents;
- (d) "DRM" means the chief administrator from time to time of the Risk Management Department of the City of Vancouver and her successors in function and their respective nominees;
- (e) "Production" means any recording or depiction made pursuant to this agreement by any technology whatsoever including, without limitation, any sound recordings, video production, motion picture production, television production, television commercials and photography;
- (f) "Term" means from the 1st day of January, 2017, commencing at 9:00 a.m. and expiring at midnight on the 31st day of December, 2017 unless terminated earlier by the City pursuant to Section 12; and
- (g) "Use", "Used" or "Using" means to occupy, possess, use, record sound and/or photograph by any means (including without limitation by means of recording tape, motion picture, still or video device photography).

2. Grant

Subject always to the terms and conditions of this Agreement, any location agreements required by City Agents and to such other terms and conditions as any City's Agent may advise the User of at any time and from time to time, the City hereby grants to the User and its directors, officers, employees, material suppliers, agents, contractors, subcontractors and invitees (the "User's Personnel"):

- (a) the right to Use City Property for the Term or that part of the Term agreed to by the City's Agent for the specific purpose of filming the Production;
- (b) the right to depict and refer to City Property or any part thereof by any fictitious names or logos or, with the prior written permission of the City's Agent, by their real names, provided however, the User may photograph, record, depict and refer to City Streets by their real or fictitious names;
- (c) the exclusive ownership in perpetuity, of the Production made pursuant to this Agreement; and
- (d) the exclusive right to use, exhibit, sell, advertise and promote, in perpetuity, the Production made pursuant to this Agreement, in all media (now known or hereafter devised) throughout the universe.

3. Insurance

At least five (5) days prior to commencing Use of the City Property, the User shall deliver to the Film and Special Events Office of the City Engineering Department proof of the User's insurance policy in the form of the City's standard insurance certificate attached hereto as Appendix F evidencing:

- (a) Commercial General Liability Insurance in the amount not less than \$5,000,000.00 with a deductible amount acceptable to the City's DRM. The User shall not commence Use of the City Property until and unless the DRM has accepted the form and content of the detailed Certificate of Insurance. The insurance policy shall include but not necessarily be limited to the following coverages/provisions:
 - (i) all premises and operations necessary or incidental to the Production and to the performance of this Agreement;
 - (ii) products and completed operations;
 - (iii) "broad form" property damage;
 - (iv) contractual liabilities; (if the User's insurance excludes liability assumed by contract, the User shall have its insurer specifically acknowledge this Agreement as an insured contract under the User's policy of insurance);
 - (v) stunts and special effects;

- (vi) not expire until midnight on the day the User completes the Use of City Property pursuant to this Agreement; and
- (vii) the required insurance shall not be cancelled or endorsed to reduce the limits of coverage without thirty (30) days' notice in writing by Registered Mail to the City of Vancouver. Should the policy be endorsed to restrict coverage midterm, notice of such restriction will be provided in writing by registered Mail to the City of Vancouver no later than the effective date of such change.

In addition to the coverages/provisions hereinbefore set out, the User's commercial general liability insurance policy or policies shall be endorsed with the following provisions:

- (viii) naming the City of Vancouver as additional insured, including:
 - A the City of Vancouver Board of Parks and Recreation;
 - B the Vancouver Police Board;
 - C if the User intends to Use the Vancouver Art Gallery, The Vancouver Art Gallery Association; and
 - D if the User intends to Use the Vancouver Public Library, the Vancouver Public Library Board,

and their respective officials, officers, employees and agents, for all liabilities arising out of the insured's activities on, or Use of, City Property. This insurance coverage is primary to any insurance or self-insurance maintained by the City of Vancouver; and

- (ix) the insurance provided by this policy shall apply in respect to any claim or action brought against any one insured. The coverage shall apply in the same manner and to the same extent as though a separate policy had been issued to each 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. The inclusion herein of more than one insured shall not operate to increase the limit of liability under this policy;
- (b) Automobile Liability Insurance to be carried at all times for any and all licensed vehicles owned by or leased to the User, protecting against damages arising from bodily injury (including death), and from claims for property damage arising from the operations of the User, its agents or employees. This insurance shall be for a minimum amount of \$5,000,000, inclusive, per accident;
- (c) All Risk Contractor's Equipment or Property Insurance covering all unlicensed mobile equipment owned or rented by the User or User's Personnel while on City Property, for all risks of loss or damage with coverage sufficient to allow for immediate replacement. Such insurance shall contain a waiver of subrogation in favour of the City Parties.

4. Permission and Fees

During the Term hereof, each time the User wishes to Use City Property and prior to Using same, the User hereby agrees to:

- (a) obtain the written permission of the City Agent(s) having authority to manage the specific City Property to be Used by the User and, if required by the applicable City Agent(s), execute a location agreement governing the Use of the specific City Property. Provided that, in the event of a dispute as to which City Agent has authority to manage a specific City Property, the final decision as to authority shall be made by the City Manager; and
- (b) deliver to the applicable City's Agent(s) the fees and deposits payable for Use of City Property by certified cheque or money order in the amounts required by such City Agent(s).

5. Additional Costs incurred by the City Parties

In addition to payment under Section 4(b) hereof the User hereby agrees to pay upon demand all costs incurred by the City Parties in connection with Use of City Property by the User and/or the User's Personnel including but not limited to costs for additional personnel.

6. Restrictions

The User agrees that:

- (a) the City has made no representations or warranties as to the fitness for any particular use, safety, condition or state of repair of City Property. The User has inspected the City Property and hereby accepts the City Property "as is" and agrees to assume full responsibility for the safety and security of City Property used by the User and/or the User's Personnel;
- (b) the City has no obligation concerning construction, fitting, finishing or furnishing of the City Property for Use by the User or the User's Personnel;
- (c) the User and the User's Personnel shall not, except as expressly approved by the City in writing, commit or permit any waste or injury to the City Property, any nuisance therein or any manner of use which causes or is likely to cause unreasonable annoyance or disturbance to any tenants or occupants of the City Property or to the general public, nor shall the User or the User's Personnel release or permit to be released or permit to be released into or onto City Property any waste or special waste (as defined in the *Environmental Management Act* (British Columbia), as amended), or any toxic substance (as defined in the *Canadian Environmental Protection Act* (Canada), as amended) or any matter which the British Columbia Ministry responsible for the environment considers a risk to the environment or to human health;
- (d) the User shall not do, or permit to be done, except as expressly approved by the City in writing, anything which would cause the City's insurance to be cancelled or the cost thereof to be increased. Provided however that without waiving the foregoing prohibition, and notwithstanding that the City may have

granted express approval for a particular activity, the City may demand in writing, and the User shall comply with such demand, to cease or cause to be ceased any activity or condition which would cause the City's insurance to be subject to cancellation. If the City's insurance costs increase due to any breach by the User of this provision, the User shall pay to the City on demand, the amount of any such increase in cost caused by any such breach. If the User's breach results in cancellation of any policy of insurance, the User shall indemnify the City for any losses resulting from such cancellation;

- (e) the User shall comply at its own expense with all municipal, federal, provincial, sanitary, fire and safety laws, by-laws, regulations and requirements pertaining to or arising as a consequence of the User's and the User's Personnel's Use of and activities on the City Property;
- (f) the User shall, at its own expense, obtain any and all necessary permits, licenses and approvals including, but not limited to, development permits, building permits, occupancy permits, electrical permits, business and other licenses and approvals required by the City, Park Board and any other governmental, regulatory or sanctioning body whose consent is required for the Production;
- (g) the User shall ensure that all necessary inspections, approvals and permits, which are required under the City by-laws, for all temporary sets, improvements and for the Production, including but not limited to any tents and grandstands, have been obtained prior to Use thereof on City Property;
- (h) the User agrees to provide an appropriate level of security and traffic control officers, either by way of private security personnel or City police officers or a combination of both, as determined in the discretion of the Vancouver Police Department's Chief Police Constable to be necessary during each Use of City Property at the sole cost of the User;
- (i) City Parties shall have access to any City Property Used by the User at all times for emergency and inspection purposes and during reasonable hours for maintenance or operational purposes;
- (j) the User shall not make any reference to the City of Vancouver (as a municipal corporation), the Vancouver Police Department, the Vancouver Police Board, the Vancouver Public Library Board or the Park Board whether such reference is visual, written or oral, without the prior written consent of the applicable City Agent;
- (k) the User shall be responsible for the payment of any taxes (excluding property taxes) exigible on any payments required to be made by the User under this Agreement;
- (l) the User shall not permit garbage, refuse or debris to be stored, placed, or left to accumulate upon the City Property, except as may be reasonably necessary or incidental to a Production;
- (m) the User shall not permit any builders liens or any claims to be registered against the City Property and, in the event any liens or claims are so

registered, shall immediately cause any such liens and claims to be discharged at the User's cost;

- (n) the City shall not be liable or responsible for:
 - (i) any interference or inconvenience caused by damage to the City Property or by repairs thereto or by failure or interruption in the supply of electricity, light, water, heat, air conditioning or other utilities. The City agrees to use reasonable efforts to restore any such utilities if they are interrupted; and
 - (ii) indirect, special, punitive or consequential loss or damage of any kind, whether or not the City was advised of the possibility of such loss or damage; and
- (o) the User shall endeavour in good faith to ensure that any User's Personnel Using City Property do not cause labour disputes or work stoppages to other employers or tenants located on or about the City Property. In the event any contractors or employees of the User cause a labour disruption, including but not limited to a slowdown, strike, refusal to work or picketing, at or about the City Property, the City may, in its sole discretion, require the User to use its best efforts to remove such contractors or employees from the City Property for the duration of the labour disruption.

7. Guidelines

The User acknowledges that it has received a copy of the guidelines which are attached hereto as Appendices "A", "B", "C", "D" and "E" and the User covenants to cause the guidelines to be fully and faithfully honoured at all times. Notwithstanding receipt by the User of the guidelines attached hereto, the City and the User acknowledge and agree that the City's Agent(s) may, at any time, and from time to time, amend the Guidelines and/or impose further restrictions, guidelines or rules on the User's Use of City Property which the City's Agent deems appropriate in order to:

- (a) protect and manage City Property;
- (b) minimize the disturbance caused to the surrounding areas by the User; and/or
- (c) protect the health, safety and welfare of the general public.

The User is responsible for obtaining copies of any current guidelines from the City's Agent. The City's Agent shall maintain copies of any general guidelines and shall make copies available for pick-up by the User.

8. Temporary Sets and Alterations

Subject to prior written approval of the City's Agent, the User and the User's Personnel may:

- (a) erect and maintain temporary motion picture sets and structures; and
- (b) make minor alterations to City Property or any part thereof;

PROVIDED that the User shall, at its own expense and in accordance with Section 10 hereof, remove all temporary motion picture sets and structures and restore and repair City Property to its former condition, unless otherwise authorized in writing by the City's Agent.

9. Health and Safety

- (a) The User shall not suffer, cause or permit in, upon or around City Property unlawful events or events which endanger public health or safety.
- (b) Where an exemption from a City By-law is sought by the User, permission must be obtained in writing from the City prior to the event taking place.

10. Restoration and Repair After Use

Prior to vacating the City Property:

- (a) the User shall remove all goods and chattels of whatsoever kind or nature, other than goods and chattels belonging to the City, brought into or onto City Property by the User or the User's Personnel in connection with the Production and shall leave the City Property in a neat and tidy condition free of all garbage, refuse and debris. Any goods or chattels not so removed will, at the sole option of the City, be deemed to be the absolute property of the City, without payment to the User, to be disposed of as the City sees fit, but without prejudice to any other right or remedy available to the City.
- (b) the User hereby agrees to repair, to the satisfaction of the City's Agent, all damage to City Property caused or contributed to by:
 - (i) the erection, maintenance and removal of the temporary motion picture sets, improvements and structures by the User or the User's Personnel;
 - (ii) alterations made to City Property by the User or the User's Personnel; and
 - (iii) the Use of City Property by the User or the User's Personnel,

on or before the date specified by the City's Agent or such longer period of time as the City's Agent may agree to in writing 'PROVIDED HOWEVER that should the User expeditiously commence to restore and repair pursuant to this Section but due to circumstances beyond its control is unable to complete same, the City agrees to permit the User such period of time to restore and repair as is reasonable in the circumstances.

11. Default and Termination

If and whenever:

- (a) any rental fee or deposit or any part thereof is not paid pursuant to the terms of this Agreement or as required by the City Agent(s);
- (b) the User is in default in the payment of any fee or payment other than a rental fee or deposit, required to be paid by the User under the terms of this Agreement or as required by the City Agent(s) and such default continues for 5

days following any specific due date on which the User is to make such payment or, in the absence of such specific due date, for 5 days following delivery of notice requiring the User to pay the same; and/or

- (c) the User defaults in performing or observing any of the provisions of this Agreement other than those requiring payment of money to the City Parties and such default continues for a period of 5 days after delivery of notice thereof to the User, except for a default which the City Manager determines that to be cured with all due diligence would require a longer period, then after such longer period as is established in writing by the City Manager,

then the applicable City Parties may, at their option:

- (d) correct the default and upon the completion of the work required to correct such default, the User shall pay to the applicable City Parties within 10 days of receipt of an invoice therefore the costs of such correction plus an administrative fee of not more than twenty percent (20%); or
- (e) terminate this Agreement. If this Agreement is terminated the User shall upon receipt of written notice, immediately cease Use of City Property, promptly remove all of its equipment, materials and personnel from City Property and shall repair and restore such City Property in accordance with the terms of this Agreement. Notwithstanding the foregoing, the provisions of paragraphs 2(b), (c) and (d), 10, 11, 13 and 15 shall remain in full force and effect.

Notwithstanding the foregoing if the City Manager deems a default to be a threat to the health or safety of any person, the User shall cure such default within the time limit determined by the City Manager. All invoices submitted to the User by the City Parties are payable within 10 days from the date of receipt of the invoice. The User agrees that whenever and so long as any monies payable by the User to the City Parties under this Agreement are in arrears, such amounts shall bear interest at the Prime Rate (hereinafter defined) plus three percent (3%) percent per annum calculated monthly, not in advance, from the date due until paid. For purposes of this Agreement "Prime Rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, Head Office, 595 Burrard Street, Vancouver, British Columbia, as the base rate that shall be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the Prime Rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable by reason of uncertainty, then the rate of interest payable on amounts overdue from time to time under this Agreement shall be twenty-one percent (21%) percent per annum calculated monthly, not in advance, from the date due until paid.

12. Early Termination

If the Term of this Agreement is greater than three (3) months, the City may, in its sole discretion, terminate this Agreement upon the delivery of three (3) months' notice in writing to the User. Without limiting the City's rights in Section 11, the City will not terminate this Agreement pursuant to this Section 12 unless and until the City has in place an alternative system pursuant to which the User may apply to use the City Property for the purpose of filming the Production. Notwithstanding the foregoing, the provisions of paragraphs 2(b), (c) and (d), 10, 11, 13 and 15 shall remain in full force and effect.

13. Ownership

The parties hereto agree that:

- (a) the City shall have no proprietary interest in the Production made pursuant to this Agreement and the Production shall be the sole property of the User;
- (b) the User shall not be obliged to make any use of the Production made pursuant to the permission granted under this Agreement; and
- (c) the City shall have no right of action for injunctive relief against the User or any other party preventing the distribution, exhibition, advertising and exploitation of the Production.

14. Election Not to Use City Property

The User may at any time elect not to Use City Property by forthwith advising the City in as expeditious a manner as is possible and by giving the City written notice of such election addressed to the applicable City Agent(s) and in that event, the User agrees to pay all costs incurred or revenue lost by the City in reserving City Property for Use by the User.

15. Release and Indemnity

The User hereby releases and agrees to fully indemnify and save harmless the City Parties from and against any and all costs, losses, damages, including indirect or consequential damages, claims, demands, liability, actions, judgments, legal expenses (on a solicitor-client basis), builders' liens, workers' compensation claims and expenses of any nature whatsoever, including for loss of life or personal injury (the "Costs"), which may arise or accrue to any person, firm or corporation against the City Parties or for which they may be liable for resulting from or which would not or could not have occurred but for the Use of City Property by the User and/or the User's Personnel, including without limitation, any claims that would not or could not have occurred but for:

- (a) any breach, violation (including any violation of any law, by-law, ordinance and/or regulation) or non-performance by the User and/or the User's Personnel of any obligation to be performed under this Agreement; and/or
- (b) any act or omission, default or negligence on the part of the User and/or the User's Personnel in or about City Property,

provided that such covenant to release and indemnify the City Parties shall not apply if, or to the extent that, such Costs are caused by the negligence or wilful misconduct on the part of the City Parties. This release and indemnity shall survive termination of Use of City Property by the User.

16. Workers' Compensation Board Compliance

- (a) *Payment of WCB Assessments* - The User agrees that it shall comply with all applicable requirements of the British Columbia Workers' Compensation Board including, without limitation, any requirement to procure and carry or cause to be procured and carried and paid for, at its own expense, full Workers' Compensation Board coverage for itself and the User's Personnel (including all

contractors and subcontractors). The User hereby confirms that it is registered and in good standing with the Workers' Compensation Board and all assessments have been paid in full prior to execution of this Agreement.

- (b) *Designation of User as Prime Contractor* - The City now designates the User as the Prime Contractor, and the User now acknowledges and agrees to its designation as the Prime Contractor, for the purposes of the British Columbia Workers' Compensation Board legislation ("WCB Legislation").
- (c) *Prime Contractor's Obligations* - Without in any way limiting the User's obligations under the WCB Legislation, and by way of example only, the User shall:
 - (i) appoint and provide a qualified coordinator for the purpose of ensuring the coordination of health and safety activities for User's Use of the City Property; and
 - (ii) provide and receive and respond to all information required to be given, received or relayed by the User (both as an employer and as the Prime Contractor) pursuant to the WCB Legislation;
- (d) *General WCB Obligations* - In addition to, and not in lieu of, the User's obligations as the Prime Contractor, the User shall have a safety program acceptable to the Workers' Compensation Board and shall ensure that all Workers' Compensation Board safety policies, rules and regulations are observed during performance of this Agreement, by the User and the User's Personnel.

17. **Holdover**

The parties agree that there shall be no holdover under this Agreement.

18. **Interest in Land**

This license shall not be construed as creating an interest in land.

19. **Assignment**

Other than with regard to its rights, specified in paragraph 2(d), the User shall not, without the prior written consent of the City, assign or sublicense any of its rights or obligation pursuant to this Agreement.

20. **Entire Agreement**

Subject to the execution of any location agreements with City Agents, the provisions contained herein constitute the entire agreement between the parties and supersede all previous communications, representations, understandings, and agreements whether verbal or written between the parties with respect to the subject matter hereof. In the event of a conflict between the terms of a location agreement and the terms of this Agreement, the terms of this Agreement shall prevail except where the location agreement specifies required payments and schedules for payments.

21. **Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

22. **Governing Laws**

This Agreement shall be governed by the laws of the Province of British Columbia and the User agrees to submit to the jurisdiction of the courts of British Columbia.

23. **Business License**

The User shall obtain a valid City of Vancouver business license prior to commencing Use of City Property.

24. **Corporate Ratification**

The User covenants and agrees that all corporate action necessary for the entering into, authorization and execution of this Agreement has been taken, and further warrants and represents that it has capacity and authority to enter into this Agreement and carry out all of its obligations hereunder.

25. **Notices**

- (a) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the User may be given or served by delivering by courier or deposited in the mail, postage prepaid by registered mail, a letter addressed to:

TCF Vancouver Productions Ltd., a subsidiary of
Twentieth Century Fox Film Corporation
P.O. Box 900
Beverly Hills, CA
90213

Attention: Legal Affairs

Fax: 310.369.8703

or at such other address as the User may advise in writing, or may be personally served upon the User or any person hereafter authorized by the User to receive such notice.

- (b) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the City may be given or served by delivering by courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: Manager, Film & Special Events

with a copy to:

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4

Attention: Director of Legal Services

or at such other address as the City may advise in writing, or may be personally served upon the City or any person hereafter authorized by the City to receive such notice.

Any notice or notices given or served as provided herein shall be effectual and binding for all purposes upon the parties so served shall be deemed to have been received in five (5) days from such mailing or, in the case of delivery by courier or fax, on the day of delivery by the courier company or receipt of fax confirmation by the sender.

26. Remedies Cumulative

Subject to section 13(c), no reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from any other remedy, whether allowed at law or in equity or expressly provided for herein. No such remedy shall be exclusive or dependent upon any other such remedy, but the City may from time to time exercise any one or more of such remedies independently or in combination. Without limiting the generality of the foregoing, the City shall be entitled to commence and maintain an action against the User to collect any fees, deposits, costs or expenses of any nature or kind not paid when due, without exercising the option to terminate this Agreement pursuant to Section 11.

27. No Prejudice

The rights and obligations contained in this Agreement shall not be abrogated, prejudiced or effected by the granting of time, or any indulgence or concession by either party to the other or to any other person or by any compromise, release, abandonment, waiver, variation or relinquishment of any rights of either party to this Agreement or any other person or by omission or neglect or any other dealing, matter or thing which, but for this section, could or might operate to abrogate, prejudice or effect the rights or the obligations of either party under this Agreement.

28. Time of Essence

Time is of the essence in this Agreement.

29. Severability

The parties hereto agree that if it is held by any court of competent jurisdiction that any part of this Agreement is void, voidable, illegal or unenforceable, that part of the Agreement shall be deemed to be deleted from the Agreement and all other provisions of the

Agreement remain in full force and effect and shall be binding in all respects upon the parties hereto.

30. Vancouver Charter

Nothing contained or implied herein shall derogate from the obligation of the User under any other agreement with the City or any City Parties or prejudice or affect City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statues, by-laws, orders and regulations, which may be, if

the City so elects, as fully and effectively exercised in relation to the User's Use of the City Property as if this Agreement had not been executed and delivered by the User and the City.

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

CITY OF VANCOUVER

Per:

Authorized Signatory

BOARD OF PARKS AND RECREATION

Per:

General Manager

TCF VANCOUVER PRODUCTIONS LTD.

Per:

Authorized Signatory

ROBERT B. COHEN
EXECUTIVE VICE PRESIDENT
LEGAL AFFAIRS

Authorized Signatory

Workers' Compensation Board Registration Number(s) of the User and all contractors and subcontractors of the User:

816168

City of Vancouver Business License Number: 15-186552

[Note: Film License Application will not be processed without the WCB and Vancouver Business License numbers**]**

APPENDIX A

CITY OF VANCOUVER
ENGINEERING DEPARTMENT
FILM AND SPECIAL EVENTS OFFICE
PHONE: 604-873-7337

GUIDELINES FOR FILMING ON-STREET IN THE CITY OF VANCOUVER

1. A film company must apply to, and receive permission from the City Engineer, or his designate, to film on a City street, to occupy a street for the purpose of filming elsewhere, or where off-street filming affects the normal use of the adjacent street.
2. The City Engineer shall be guided by the following principles when determining whether the above permission is to be granted:
 - a) streets in the Downtown District shall not be closed during the retail business day unless:
 - (i) adequate alternate routes are available;
 - (ii) adequate access is assured to adjacent businesses; and
 - (iii) transit can be maintained on the portion of street to be closed, or can be maintained on adjacent streets,

all to the satisfaction of the City Engineer;

- b) major streets shall not be closed during rush hours or other high volume traffic periods;
 - c) when traffic cannot be effectively diverted onto other streets, traffic shall be stopped only intermittently and for no longer than three continuous minutes during each 10 minute period; and
 - d) the amount of previous filming in an area.
3. Occupants of properties within a street closure or within any area a film company is filming are to be given reasonable prior notice of the proposed activity by the film production company.

In a residential area, residents in any block where filming is occurring or which is occupied by film production vehicles shall be given reasonable prior notice of the proposed activity. The City Engineer may request a wider area of notification if he believes it advisable.

In the Downtown District, the City Engineer shall determine the extent of the area to be notified when filming is occurring.

Notification shall include:

- a) name of the production company,
- b) name of the location manager and a phone number,
- c) phone number of the City of Vancouver Film Coordination office,
- d) phone number of the B.C. Film Commission office,

- e) date and time the film company shall be working in the area with a brief description of what their activity shall be.

Each vehicle belonging to the film production company shall display proper identification on the dashboard including a telephone number.

- 4. The film company shall pay promptly when requested for all direct costs incurred by the City for the use of City services.
- 5. The film company shall be required to deposit funds equal to the estimated cost of City services prior to the commencement of any "on-street" filming. If the costs incurred by the City for the use of City services is not paid promptly upon request, the City may, at its option, apply the deposit to such costs. If the deposit does not cover the costs in their entirety, the film company shall be responsible for any outstanding balance.
- 6. Requests for street signing and Police must be made a minimum of two (2) working days prior to the time required by the film company.
- 7. In most cases, street parking space shall be provided by the City for essential unit vehicles. Where off-street parking is available, the film companies should use it for non-essential vehicles, i.e. crew parking. In locations where off-street parking is not available, i.e. residential locations, the film company may be required to use a remote parking location and arrange for a suitable shuttle. At all times parking should be organized to minimize the disruption to the area.
- 8. Move-ins, move-outs and any noisy activities of a film production company in a sensitive residential area shall occur only during the following periods unless special permission is obtained from the City Engineer. Permission shall be granted only upon due consideration that there are no other options available.

Monday to Thursday	-	0700 to 2300
Friday	-	0700 to 2400
Saturday	-	0800 to 2400
Sunday	-	0800 to 2300
- 9. Late night and early morning filming between the hours outside of those in (8) shall not be permitted unless the City Engineer is satisfied that a majority of the residential premises impacted by such late night film production approve. Minor exceptions may be granted at the discretion of the City Engineer.
- 10. Recognizing the disruptions caused by filming activities, it may be necessary for the City Engineer to limit the use of any sensitive film location. In general, the City Engineer shall be guided by a majority petition from impacted residents to limit filming in any location.
- 11. A film production company shall place on the sidewalk in the area of filming, an information sign advising the public of the name of the film and noting that they may be inconvenienced while walking through the area.

APPENDIX B

CITY OF VANCOUVER
CORPORATE SERVICES DEPARTMENT
FACILITIES DESIGN AND MANAGEMENT DIVISION
PHONE: 604-873-7620

GUIDELINES FOR FILM PRODUCTION IN CITY BUILDINGS

Introduction

The City of Vancouver owns over 300 buildings within its boundaries, most of them under the responsibility of the Facilities Design and Management division of the City Corporate Services department. Facilities Design and Management also has responsibility for parking areas, grounds or open areas associated with these buildings.

In some cases there are shared responsibilities in various degrees with the users of the building, be they other City Departments, City Boards or private lessees. In these cases, Facilities Design and Management must canvas the users of the facilities and establish what level of involvement the various parties shall have.

Table 'A' attached is a list of properties which Production companies may be interested in using. In some cases the listing is not a building, but a property.

To get assistance through the initial phases of surveys and negotiations, a Production company can directly call the Manager of Building Services. His telephone number is 604-873-7615 and the Facilities Design and Management's general number is 604-873-7620. The facsimile number is 604-873-7186.

City-owned City Buildings are highly utilized buildings with virtually no spare space. Any disruption in their normal method of operation can have surprising and unexpected repercussions. For these reasons, City officials are very cautious in allowing extraordinary demands on the facilities. However, City Buildings are generally available for the film industry.

A number of City Buildings operate during the normal Monday to Friday work week, however, there are many City Buildings which operate 24 hours a day, seven days a week.

I. PROCEDURE TO REQUEST USE OF CITY BUILDINGS

Submit a written request to the Manager, Buildings Services at least a week before requested use date. For a speedy approval and in order to eliminate the element of surprise, the following information is required:

1. Name of company and the date the Master Film License Agreement with the City was signed.
2. Areas affected and exact location of the proposed project.
3. What scene and affect is sought.
4. Why this particular location is requested.

5. Are there other City of Vancouver departments or organizations involved?
6. Has the film producer contacted the Films and Special Events Division, Engineering Department?
7. What are the proposed dates/periods of activity?
8. What is the maximum size of the proposed activity? Number of crew, equipment, support vehicles, etc?
9. Are there any celebrities which may attract an unusual and disruptive amount of onlookers?
10. What is the theme of the production?
11. Is there any possibility of public controversy?
12. Is there any risk to life or property? (i.e., high risk special effects or stunts?)
13. Do you have any special technical needs, e.g. utilities, parking, security, altering an operation, chemical treatment of City property, etc?

If the Manager, Building Services gives approval in principle, the following documentation is required:

- (1) enter into a location agreement with the applicable City Agent; and
- (2) provide necessary fees and deposits to the satisfaction of the Manager, Building Services.

II FEES

Fees shall be as negotiated by the Manager, Building Services, but as a guide a building such as City Hall is \$750 per day or part of, for set-up/wrap, and \$1,500 per day for shooting.

Other Costs:

If access to buildings or grounds is granted, all costs associated with filming including service staff and extra City security staff, cleaning and damage repair shall be paid by the User. The Use of the service staff will be determined by the Manager of Building Services.

III GENERAL OFFICE HOURS

8:30 a.m. to 5:30 p.m. Monday to Friday (5 days). Closed on Statutory holidays.

IV SPECIFIC AREAS

Use of public areas, office space, driveways and parking areas require approval by the Manager, Building Services with concurrences by involved Department Heads/City Manager. Filming in entrances, interior public areas and office spaces can be scheduled after office hours or on weekends. No activity is permitted in or around the

Main City Hall building during office hours and no closure of the upper driveway is allowed during office hours.

V PARKING

Parking shall be in accordance with approved regulations. For special street parking arrangements contact Films & Special Events Division, Engineering Department at 604-873-7337. There is no parking at Art Gallery III Parking Lot, North to South Plaza and at Georgia.

VI SUPPORT UTILITIES

The City discourages the use of City Buildings space for dressing rooms, washrooms facilities, or food services, however, requests for facilities shall be considered.

VII EMERGENCY PROCEDURES

Most City Buildings are equipped with fire alarm systems which include heat and smoke detectors. Therefore care must be taken to avoid film production equipment activating detectors. The systems are generally connected to the alarm centre and the City of Vancouver Fire Department responds to all alarms.

If an alarm is activated, the buildings must be evacuated. This shall include all film production cast and crew.

The film company shall be responsible for any expense that may be incurred by the City if an alarm is activated due to use of City Property by the User.

VIII SMOKING RESTRICTIONS

Smoking is not permitted in City Buildings.

IX TELEPHONES

Use of City Buildings telephones is not permitted except under special pre-approved arrangements.

X PROTECTION

Any materials used to protect walls and balustrades in stairwells or exit corridors shall be flame-proofed to meet City of Vancouver by-law requirements.

XI OCCUPATIONAL HEALTH AND SAFETY REGULATIONS

When film production cast and crew are operating on City Buildings property, all Federal, Provincial and Municipal regulations with regard to Occupational Health and Safety and City of Vancouver By-laws shall be strictly adhered to.

TABLE "A"

<u>BUILDING</u>	<u>ADDRESS</u>
Vancouver Centennial Museum	1100 Chestnut Street
Vancouver Maritime Museum	1100 Chestnut St./1905 Ogden St.
St. Rock Shelter	1905 Ogden Street
Planetarium	1100 Chestnut Street
Southam Observatory	Vanier Park
Archives	1150 Chestnut Street
Libraries - In General	Various Locations
City Hall and East Wing	453 West 12th Avenue
Orpheum	873 & 884 Granville Street
Queen Elizabeth Theatre	649 Cambie Street
Vancouver Playhouse	649 Cambie Street
City Analyst/Police Museum	238 East Cordova Street
City Pound	1280 Raymur Street
Firehalls - In General	Various Locations
Mountain View Cemetery	5455 Fraser Street
Evelyne Saller Centre	320 Alexander Street
Antoinette Lodge	535 East Cordova Street
New Continental Residence	1067 Seymour Street
Barclay Heritage Square	Corner of Broughton and Haro
Alexander Residence	58 Alexander Street
Central Residence	42 East Cordova Street
Gresham Residence	716 Smithe Street
Oppenheimer Lodge	450 East Cordova Street
Roddan Lodge	124 Dunlevy Street
Carnegie Centre	401 Main Street
The Gathering Place	609 Helmcken Street
Vancouver Police Offices	2120 Cambie Street
Roedde House	1415 Barclay Street

**APPENDIX C
CITY OF VANCOUVER
COMMUNITY SERVICES GROUP
Non-Market Operations
Mountain View Cemetery**

**GUIDELINES FOR FILMING
AT
MOUNTAIN VIEW CEMETERY**

INTRODUCTION

Mountain View Cemetery is under the control of the Manager of the Mountain View Cemetery. Mountain View Cemetery can be made available for filming providing such filming does not interfere with the normal operation of the Cemetery. Funerals have precedence over filming and all filming and related activities must cease during the interment. All filming related equipment and staff must leave the vicinity of the interment. Alternatively, the filming shall be postponed to a more favourable time at the discretion of the Manager of Mountain View Cemetery. The following fees and regulations are intended to allow the use of the Cemetery while recognizing it as a place of respect and reverence.

GUIDELINES

Specific site arrangements and timing must be approved by the Manager of Mountain View Cemetery. The following fees shall be charged to production companies (effective September 1, 2002):

General Site Usage

# Shooting -- Full Day	\$1,000	per day
# Shooting -- Half Day (depart prior to 12:00 p.m.)	\$750	per 1/2 day
# Shooting -- Half Day (arrival after 12:00 p.m.)	\$750	per 1/2 day
# Prep/Wrap (separate day from shooting)	\$500	per day
After hours usage (outside 7:00 a.m. - 4:00 p.m. Mon - Fri.)	\$70	per hour
Grave side props (on-site use only)	\$300	per day
Road usage for Production scenes	\$500	per day

Tents or shelters

# less than 10' x 10'	\$0	
# up to 40' x 40'	\$300	per tent

The Applicant must arrange for an on-site meeting at least 5 working days prior to the filming date to clearly communicate all events related to the proposed filming. Subsequent to this meeting, the Applicant must provide a filming proposal map and a list of all equipment to be placed within the Cemetery grounds. Please include details such as:

- Intended location - showing set, placement of equipment such as lighting, generators and vehicles, and including specific details of driving shots or special effects. It should also specify the roads to be used for storage and the intended route(s) for the actual filming.
- Tents and shelters - showing the number, size and location of each

Be advised that the cemetery does not provide any access to electrical connections and opening of graves is not permitted.

Please remember that the Cemetery is a public place and at no time shall any person be denied access to any part of the Cemetery by a Production Company. Please be aware that we are located beside a residential neighbourhood and that City filming curfews are in effect at the Cemetery.

The User shall be charged for clean-up of garbage or other debris remaining after the Cemetery use. Repair of any damage to the turf, trees, shrubs and roads is the responsibility of the User and must be completed to the satisfaction of the Manager. Any other services and equipment needed and the appropriate usage fee may be negotiated with the Manager of Mountain View Cemetery.

APPLICATION and INSURANCE

Application to Film and Proof of Insurance Coverage forms must be completed and returned to the City of Vancouver Film Office before final approval to film at the Cemetery is granted. These are available on the Film Office web-site (www.city.vancouver.bc.ca/engsvcs/projects/filmoffice/Index.htm) or call the Film Office (604-873-7337) for additional information.

CEMETERY CONTACTS

Foreman (Film Liaison) - Arnold McEwen	Ph: 604.325.2646
	Cell: 604.834.3717
	Fax: 604.323.2647
Manager - Glen Hodges	Ph: 604.325.2623

APPENDIX D
GUIDELINES FOR FILMING
AT
CITY OF VANCOUVER BOARD OF PARKS & RECREATION
PARKS AND FACILITIES

The Board of Parks and Recreation has 1,256.96 hectares of parkland in 174 parks.

The parks, located throughout the City, include a wide variety of facilities, i.e. playfields, ball diamonds, golf courses, beaches, outdoor pools, ice rinks, community centres, fitness centres, marinas, restaurants and gardens.

The Board of Parks and Recreation provides access to parks and facilities wherever possible for film production, however, the disruption of any planned special events, organized sports groups, maintenance crews or the general public in their regular use of parks and facilities is discouraged. The fact that some areas are environmentally sensitive is another issue which may influence decision on access.

VANCOUVER PARK BOARD
2099 BEACH AVENUE
VANCOUVER, B.C.
V6G 1Z4

PHONE NO: 604-257-8400

COORDINATOR OF SPECIAL EVENTS AND FILMING
RECREATION DIVISION
PHONE NO: 604-257-8494 FAX NO: 604-257-8501
Office hours: 8:30 a.m. to 4:30 p.m.
Monday through Friday - 5 days a week
Closed on statutory holidays

DOCUMENTATION:

Prior to using Park Board parks or facilities, the film production company shall:

1. Enter into the Master Film License Agreement with the City of Vancouver for filming.
2. At least 10 days before use, contact the Park Board's Special Events and Filming Coordinator (the "Coordinator") at 604-257-8494 regarding proposed site(s) and date(s).
3. If required, meet at proposed locations with the Coordinator to explain the needs of the film sequence and discuss impact on site or public.
4. At least 5 business days before intended use date (when possible) submit an application for filming to the Vancouver Board of Parks & Recreation stating details on desired location, days, times and specific needs of film sequence.
5. If required by the Coordinator, enter into a location agreement with the Park Board.

FEES:

1. The Vancouver Park Board has a per location/per day fee for filming on parkland. In addition, film companies shall be billed as required to recover the Board's costs for requested services, staff supervision and for additional consulting time.
2. To use community centres, rinks, pools - contact the Coordinator of the Community Centre. Rates differ from centre to centre.
3. To use restaurants, bowling greens or other leased properties - Contact the Manager, Chair or Secretary at each facility. Rates shall differ.
4. To use Park Board offices and buildings, the Boardroom or corridors, contact the Coordinator. Fees shall be negotiated. Park Board approval may be required.

PARKING REQUIREMENTS:

Park Board parking lots currently operated by Vinci Park can be booked through the Coordinator, fees shall be negotiated.

APPENDIX E

GUIDELINES FOR FILMING AT THE VANCOUVER ART GALLERY

BUILDINGS

The City of Vancouver leases the Art Gallery lands from British Columbia Building Corporation pursuant to a 99 year head lease and permits the Vancouver Art Gallery to occupy and operate the premises.

The Gallery consists of two (2) reconstructed and renovated buildings: the Galleries proper, the 1907 neoclassical Francis Rattenbury designed courthouse, and the administrative wing being the 1910 Thomas Hopper designed annex. The Gallery is operated by The Vancouver Art Gallery Association.

Gallery hours are 10:00 a.m. to 6:00 p.m. Monday, Tuesday, Wednesday, Friday, Saturday and Sunday. 10:00 to 9:00 p.m. Thursdays. The Gallery is closed Mondays from Thanksgiving through to Easter.

Office hours for the annex are 8:30 a.m. to 5:30 p.m. Monday through Friday.

I. DOCUMENTATION

Prior to using the Gallery buildings or grounds, the Film Production Company shall:

1. Enter into the Master Film License Agreement with the City of Vancouver for filming.
2. At least 5 business days before desired use date, present a submission to the Vancouver Art Gallery's Rental Coordinator or designate giving: desired locations; dates; times of filming; time required for set preparation and wrapping.
3. Deliver to the Rental Coordinator or designate the agreed-upon fees and damage deposit before any personnel or equipment enter or use the premises.
4. If required by the Rental Coordinator, execute a location agreement for use of the Art Gallery.

II. FEES

1. Gallery Building

The minimum fee for filming in the galleries or adjacent areas would be \$4,000. The total fee would be determined by the number of shooting days and space required. Limited availability.

2. Annex Building, Lobby and Building Entrances

Preparation: \$1,000. per day or any part thereof
Shooting: \$3,000. per day or any part thereof
Wrapping: \$1,000. per day or any part thereof

Hard costs to be billed in addition to the location fee.

Arrangement for the times required for the above to be determined at the time of booking

3. Building Exteriors and Driveways

\$1,000. to \$1,500. per day or any part thereof

4. Damage Deposit

Interior filming in either building shall require a damage deposit, reimbursable at the conclusion of the contract period.

III. PARKING

Parking on City streets and loading bay require proper City permission in accordance with Appendix A. The Gallery Handicapped Area, and one truck length in front, must be kept clear in the loading bay.

South paved plazas - no vehicles permitted.

IV. SUPPORT FACILITIES

The Gallery discourages the use of its facilities for dressing rooms, and holding areas. However, any requests for facilities would be considered in light of the extent and days required. The adjacent Robson Square Conference Centre may have space available for rent, or contact B.C. Buildings Corporation.

V. EMERGENCY PROCEDURES

The Galleries and Annex fire alarm system include heat and smoke detectors. Care must be taken to avoid film production equipment activating the detectors. When an alarm is activated, the building may be evacuated, including all film production cast and crew. The User shall be responsible for any expense that may be incurred if the alarm is activated by the User or the User's Personnel.

VI. SMOKING RESTRICTIONS

City of Vancouver by-laws do not permit smoking in the Gallery.

VII. TELEPHONES

Public pay telephones are located on the main floor, near the northwest entrance. Gallery phone lines are operating at capacity.

VIII. ELECTRICAL POWER

The power supply at the Gallery is used to near capacity. Film production crews requiring any additional power must consult with the Vancouver Art Gallery Building Supervisor. Existing wall outlets may be used for low demand lighting.

IX. CONSERVATION REQUIREMENTS

The Galleries proper have requirements with respect to temperature, humidity and lighting that must be strictly observed. The Director of the Vancouver Art Gallery or designate shall have sole discretion to set limits in this regard. Any breach of this provision would be grounds for revoking permission to film and immediate removal of all film personnel and equipment from the premises.

X. SECURITY

The Vancouver Art Gallery shall determine interior requirements. Exterior requirements shall be the responsibility of the Film Production Company, including the care and safety of all their equipment, materials, employees and/or contractors. Vancouver Art Gallery Staff and security personnel would at all times retain the absolute right to halt any activity that they deemed to be injurious to the works of art, Gallery personnel, the buildings or public safety.

XI. COSTS

If access to buildings or grounds is granted, all costs associated with filming including but not limited to the Gallery's film liaison person, building service staff and all extra Gallery security personnel would be a condition of use.

Payment of additional costs to be received within 10 days of presentation of invoice.

Cancellation of scheduled filming or postponement for any reason may attract penalty costs for uncancellable security arrangements and consultation time expended.

THE VANCOUVER ART GALLERY ASSOCIATION

FILM COMPANY GUIDELINES

CONTACT PERSONS

TELEPHONE

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