

Corporate Policy

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Section:	Legislative and Regulatory Services	09
Sub-Section:	Permits – General	4500
Title:	Film Industry and Student Filming	01

Related Policies

Number	Title
Bylaw	City of Port Moody Fees Bylaw

Approvals

Approval Date: October 27, 1997	Resolution #: 97-287
Amended: March 22, 2005	Approved by: Council
Amended: September 19, 2017	Resolution #: <u>RC(CW)17/031 (CW17/117)</u>
Amended:	Resolution #:

Policy

Port Moody enjoys an excellent reputation as a film friendly location in the Lower Mainland. Our clear, flexible, and timely process serving the needs of the residents and businesses in cooperation with the film industry results in successful filming experiences. Encouraging the film industry to film in Port Moody and in British Columbia is an important economic development goal.

Procedures

Commercial Filming

1. Initial inquiries from the Film Industry are made to the Cultural Services Department. Information regarding filming regulations, location opportunities, etc. will be provided at that time.
2. Following step 1, the film company is faxed a Film Policy Package, including a list of all applicable fees as set out in the Fees Bylaw.
3. The completed application, including the letter of notification to residents, a parking plan, Hold Harmless Agreement, proof of Insurance, and other required documentation, is submitted, a minimum of five (5) working days prior to filming, to the Cultural Services Division for processing to ensure:
 - policing requirements can be met;
 - Proof of Insurance is completed by an authorized licensed insurance agent and submitted to the City of Port Moody prior to the commencement of filming activities. Comprehensive General Liability Insurance covering bodily injury, death, and/or damage to or destruction of property, including loss of use thereof, arising from the above Named Insureds activities on City property. Such insurance to include Broad Form Property Damage, Blanket Contractual Liability, and Cross Liability or Severability of Interest Clause as defined below. Minimum Liability Coverage of \$5,000,000 per occurrence for bodily injury and/or property damage and in the aggregate with respect to products and completed operations. The City of Port Moody and/or Port Moody Police Department, their officers, agents, employees, and volunteers are added as additional Insureds, but solely with respect to the liability which arises out of the activities of the Named Insured. The Port Moody Art Centre and/or Port Moody Public Library to be included as additional Insured if the Port Moody Art Centre and/or Port Moody Public Library property are used for filming;
 - Highway Use Permits are issued where applicable;
 - execution of a Hold Harmless agreement substantially in the form set out in Appendix "A" to this policy, along with the required Liability Insurance Policy with a minimum of \$2,000,000 coverage, naming the City as third party, attached as Appendix "A";
 - filming application fees are paid;
 - fees for City facilities are received by the Community Services Department prior to any filming taking place;
 - that any security bond to cover the cost of damage to City facilities or roadways is submitted prior to filming. The security bond will not be released until all outstanding City invoices are paid;

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Film Industry and Student Filming

- property owners and tenants who may be affected by a film shoot be notified in advance, in writing, of the film location and how that may affect road and pedestrian access, including parking restrictions, as well as any issues specific to a particular shoot, such as simulated gunfire or explosions. This correspondence must be reviewed prior to distribution. The letter must be delivered a minimum of three (3) business days prior to the film shoot; and
 - all business operators affected by a film shoot must be canvassed and indicate, in writing, their concurrence with the proposed parking plan.
4. The Finance Department invoices the film company for the cost of Police and Fire Department staff and vehicles immediately after filming is completed as itemized in the Fees Bylaw.

Student Filming

1. Filming in the City of Port Moody must be approved by the City of Port Moody's Cultural Services Division prior to any filming activity.
2. Filming application fees will be waived for film school projects meeting the following criteria:
 - a. the project must be assigned by the instructor of a recognized school, and be part of the curriculum;
 - b. all personnel working on the project are doing so without financial compensation;
 - c. the project is for academic use only, not to be used for commercial gain;
 - d. there is no impact on parking, traffic, or the public; and
 - e. the school must provide a Hold Harmless Agreement as per Appendix "A".
3. All projects are subject to the City of Port Moody's filming guidelines and applicable bylaws.
4. Student Filming Applications must be received, fully completed and both pages returned to the City of Port Moody Cultural Services Division no less than four (4) working days prior to filming (see Appendix "B").
5. The project contact assigned as Location Manager is responsible to the City and community for all filming activity and must be on set while on location.
6. Any deviations from the original filming schedule or activity must be approved by the Port Moody Cultural Services Division.

During the filming, a staff member from Cultural Services attends the "shoot" site to ensure all requirements are being met and to offer information to the residential and business community.

Each City-owned location request will be dealt with on an individual basis. The use of facilities, vehicles, and services, including staff will be approved upon availability.

Monitoring/Authority

Delegated to the Manager of Cultural Services.

APPENDIX "A"
Hold Harmless Agreement

_____ agrees to assume and hold harmless the City of Port Moody, its officers, employees, and agents from all liability to any person or property of whatsoever kind or nature which occurs as a result of filming at _____ on _____ activities for which they have been granted approval by the City of Port Moody.

Further, _____ agrees to indemnify and defend, saving harmless the City of Port Moody, its officers, employees, and agents against any liability, or claims of liability, brought or made on behalf of any person for personal injury or property damage caused by or arising out of any act or omission of either the Licensee, his agents, or employees, including any officers or employees of the City of Port Moody, or caused by or arising out of the condition of any City-owned or controlled property, whether real or personal, and occurring during the period and as a result of the activities for which this license was issued.

Business Name: _____

Applicant: _____

Signature: _____

Title: _____

Date: _____

Accepted for the City of Port Moody the _____ day of _____, 20__

Devin Jain
Manager of Cultural Services

APPENDIX "B"

Student Filming Agreement

We, the undersigned, take full responsibility for the actions of all cast and crew and any ramifications resulting directly or indirectly from our filming activity. We also take responsibility for ensuring that all activity performed around the assigned area is done in an appropriate and safe manner, and that the activity is restricted to the assigned area(s). We also agree to abide by the conditions of this application and all the City guidelines and bylaws.

Signature of Location Manager

Date

Signature of Instructor as School Representative

Date