



Box 100 | 7400 Prospect Street

Pemberton BC V0N 2L0

P: 604.894.6135 | F: 604.894.6136

Email: [admin@pemberton.ca](mailto:admin@pemberton.ca)

Website: [www.pemberton.ca](http://www.pemberton.ca)

## FILMING AGREEMENT

### BETWEEN:

#### VILLAGE OF PEMBERTON

Box 100 | 7400 Prospect Street

Pemberton BC V0N 2L0

(The "Village")

### AND:

(The "Permittee")

**IN CONSIDERATION** of the Village having issued to the Permittee a permit to engage in filming production in the Village of Pemberton, which may include without limitation, permission to enter onto, use or occupy certain lands, property or facilities, including roads, streets, and public places that belong to or that are under control of the Village ("Village Property"), the Permittee agrees as follows:

1. The Permittee shall ensure that all filming activities are carried out strictly in accordance with the terms outlined in the Permit Application, in a safe and appropriate manner in accordance with Village policies and bylaws and provincial and federal laws.
2. The Permittee shall abide by the terms and conditions set out in the Film Permit Application attached as Appendix A to this Agreement.
3. Proposed production sites will be inspected prior to production for suitability and condition by the Permittee, the Designated Representative and Village Official and Representative from the Village of Pemberton Fire Department as required. The Permittee shall accept the suitability and condition as is.
4. The Permittee confirms the indemnity of the Village of Pemberton holds harmless the Village of Pemberton, its officers, staff, contractors and affiliated bodies from any and all claims, judgements, awards, actions or causes of action the Permittee, the organization, their directors, staff, contractors and affiliated bodies may have against the Village as a direct or indirect result of the all stages of filming and production (preceding, during, and concluding) in the Village of Pemberton. The Village will only be liable for claims caused by the negligent or willful misconduct of the Village, its officers and employees.



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5. The Permittee shall obtain and maintain at all times throughout all stages of filming and production activities a \$5,000,000.00 minimum comprehensive liability insurance coverage that names the Village of Pemberton as additional insured.
6. In the event of any conflict between the terms and conditions of this filming agreement and the terms and conditions listed in the Film Permit Application or Film Permit Policy, this agreement, and its attachments and schedules shall govern.
7. The Village may revoke the film permit without notice and without payment of any damages if the Permittee does not comply with the terms of this agreement, the permit application or applicable legislation.

**ACCEPTED AND AGREED TO:**

**ON BEHALF OF THE VILLAGE:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

**ON BEHALF OF THE PERMITTEE:**

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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