



GREATER
**VICTORIA
HARBOUR**
AUTHORITY

2017 FILMING/PHOTOGRAPHY PERMIT APPLICATION

This application form must be complete in order for the Applicant to be considered for a filming/photography permit at any facility owned by Greater Victoria Harbour Authority (GVHA). Please submit complete applications to GVHA Office by email, mail or in person.

For additional information, please contact:

Events Coordinator
#100-1019 Wharf Street, Victoria
Tel: (250) 383-8326 ext. 246
E-mail: events@gvha.ca

CONTACT INFORMATION

Location Manager:

Contact Name: _____

Organization Name: _____

Organization Address: _____

Phone: (Day) _____ (Home) _____ (Fax) _____

E-mail: _____

Film/Photo Shoot Title: _____

Day(s) and Date(s): _____

Location: Wharf Street Causeway Ship Point Ogden Point Fisherman's Wharf

FILMING/PHOTOGRAPHY DETAILS – GVHA property ONLY

a) Schedule

Location Setup: _____/_____/_____ @ _____:_____ am/pm
(mm/dd/yy) (hh:mm)

Filming Start: _____/_____/_____ @ _____:_____ am/pm
(mm/dd/yy) (hh:mm)

Filming End: _____/_____/_____ @ _____:_____ am/pm
(mm/dd/yy) (hh:mm)

Location Strike: _____/_____/_____ @ _____:_____ am/pm
(mm/dd/yy) (hh:mm)

b) Attendance

Number of actors: _____ Number of crew/volunteers: _____

c) Personnel Describe names, roles and responsibilities for volunteers or coordinators

Name	Role	Responsibilities

d) **Site Plan** Attached

Must be clear, to scale and contain all details as set out in this Application. Site Plans must show Emergency Access Points. Facility maps are available at <http://www.gvha.ca/events>.

e) **Temporary Structures** (e.g. tents, canopies, stage, generators, portable washrooms, etc.) Yes No

Type of Structure	Quantity	Dimensions

f) **Amplified Sound** (e.g. announcements, music) Yes No

City of Victoria Noise Bylaw Exemption required

If yes, describe _____

GVHA SERVICES

a) **Ogden Point Parking** Yes No If yes, number of parking stalls _____

b) **Access to Electrical Power** Yes No

If yes, describe purposes and estimated power demand _____

If yes, describe how you intend to distribute power _____

NEIGHBOURHOOD IMPACT PLAN

a) **Measures to minimize effect on neighbourhood** Yes No

Describe _____

b) **Notification to neighbourhood:** Provide a written notification letter for GVHA to distribute at least 15 days prior to event. Letter must include details of event, measures taken to minimize impact to neighbourhood residents, and contact information for the event organizer. Depending on the size and complexity of your event, GVHA may require event organizers to deliver notification to a broader area.

c) **How will you manage people in and out of the Event Site?**

Describe _____

d) Describe traffic effect on:

Waterways _____

Roads _____

Event Site _____

e) What risks for crowd management and site security have been identified and how will they be addressed?

Describe _____

ADDITIONAL DETAILS

TERMS AND CONDITIONS

1. **Entire Agreement:** - When duly executed by authorized officers of both parties, this document and any attachments mentioned as forming part of this Licence constitute the entire Licence between the parties with respect to the subject matter hereof, and any representation or statements heretofore made with respect to such subject matter whether oral or written, are merged herein. This Licence may be altered or amended only by written instrument executed by both parties hereto.
2. **Payment of Fees** - The Licensee shall pay all fees herein reserved at the time and in the manner in this Licence set forth, without any abatement or deduction whatever.
3. **Payment of Interest** - If the fees herein are not paid by the date set for payment, the Licensee shall pay interest on the unpaid fees at the rate of 1.5 percent per month (18% per annum) from the date the fees are due and payable until fully paid after and before judgement.
4. **Assignment** - The Licensee shall not assign or transfer this Licence in whole or in part except to a corporation defined as an "affiliate" under the Canada Business Corporations Act without the prior written consent of the Licensor.
5. **Compliance with Regulations and Directives** - The Licensee shall abide by and comply forthwith at its expense with all laws, regulations, requirements and recommendations made by federal, provincial, municipal or other authorities and all directions as may be issued from time to time by the Licensor.
6. **Access** - The Licensor's directors, officers, employees and agents and any other person the Licensor may authorize shall, at all times and for all purposes have full and free access to the areas used by the Licensee pursuant to this Licence.
7. **Risks** - The Licensor shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the Licensee, its officers, invitees, agents or employees including any loss or damage caused by theft, breakage, steam, water, rain or snow, or attributable to electric or other wiring or caused by smoke unless such loss, damage or injury was caused due to the negligence of the Licensor or persons for whom it is in law responsible. Under no circumstances shall the Licensor be liable for indirect or consequential damage by reason of interruptions to any service or facility or for any business loss.
8. **Indemnification** - The Licensee shall indemnify and hold harmless the Licensor, its directors, officers, agents and employees from and against all liabilities, losses, suits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defence thereof) based upon or attributable to this Licence or any actions taken or things done by the Licensee, its officers, invitees, agents or employees unless such damage or injury was caused due to the negligence of the Licensor or any other person for whom it is in law responsible.
9. **Damage** - Any damage which may, during the existence of this Licence be occasioned to the Licensor's property or any part thereof, or works connected therewith, by the Licensee or the activities of the Licensee, shall forthwith upon notice thereof from the Licensor given orally or in writing, be repaired, rebuilt, replaced and restored by the Licensee to the reasonable satisfaction of the Licensor, or the Licensor may, at its option, repair such damage in which case the Licensee shall upon demand forthwith repay and reimburse the Licensor for all reasonable costs and expenses connected therewith or incidental thereto.
10. **Insurance** - Applicant will take out and maintain during the term of the Permit a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Permit Area by the Licensee in the amount of not less than two million dollars (\$2,000,000.00) per single occurrence naming Greater Victoria Harbour Authority as an additional insured and shall provide GVHA with a certified copy of such policy or policies before Applicant commences any activities under this Permit. All policies of insurance shall contain a waiver of subrogation clause in favour of GVHA and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving GVHA 30 days' written notice.
11. **Default or Breach** - Upon default or breach in respect of any provision or condition herein, the Licensor may, on reasonable notice, retake possession of any areas used by the Licensee under this Licence and thereupon, the Licensee shall forthwith remove its property from the said premises and upon its failure to do so, the said property shall become the property of and shall vest in the Licensor, without any right of compensation on the part of the Licensee therefor.
12. **Advertising** - The Licensee shall obtain written approval of the Licensor for all signs and advertising materials.
13. **Nuisance** - The Licensee shall not do or permit to be done any act or thing that is or would constitute a nuisance to the lands or premises of the Licensor, to the Licensor's operations or occupants, or to the public generally.
14. **Cancellation** - Either party may cancel this Licence at any time by notice in writing delivered to the other party or sent by electronic means or mail to the last known address.
15. **Prohibited Use** - The Licensee is prohibited from using any photograph, film or other visual image depicting a sign, logo or scene readily identifiable with the Licensor or the Licensor's lands and facilities. The Licensee shall not use any photograph, film or other visual image depicting a trade-mark, trade name, brand name, logo, certification mark, distinguishing guise, trade dress, corporate name, business name, or other similar indicia or marking of any other party, without the express prior written consent of such party to such use.
16. **Security** - As security for the payment of fees hereunder and the performance of all of the obligations of the Licensee, the Licensee shall provide a security deposit in the amount set out on the preceding page. In the event the Licensee fails to pay to the Licensor any fees or any other sum payable by the Licensee to the Licensor, the Licensor may, in addition to any other right or remedy, deduct the amount owed from the security deposit. At the end of the term of this Licence and upon payment by the Licensee to the Licensor of all sums owing under this Licence, the Licensor shall return the security deposit to the Licensee, without interest.

Authorized Signatory of Applicant

Printed Full Name

Date

ATTACHMENTS: Have you attached the following?

Required Attachments:

- Insurance
- Site Plan

If Applicable:

- Event Schedule – if filming at multiple properties
- Notification letter
- Noise Bylaw Exemption
- Transport Canada approval (if filming on water or using drone)
- Nav Canada approval (if using drone)