

Subject **Filming**

Policy No: **05-780**
Approved by Council: **May 27, 2013**
Revised

1. Purpose

- 1.1. The Township of Langley supports the film industry in our community and recognizes the economic and social benefits generated by this industry.

As such, the township has established this Policy and associated Filming Guidelines to provide general direction and decision making for those considering filming in the Township.

2. Background

- 2.1. As a municipality, the Township of Langley is responsible for the administration of municipal lands and highways for the benefit of the community. As such, filming within Township boundaries is currently managed through the Guidelines for Filming in the Township of Langley (the **Filming Guidelines**) and associated requirements.

3. Related Policy

- 3.1. N/A

4. Policy

- 4.1. The General Manager of Engineering or designate has the right to vary conditions and/or the application of this policy and the associated Filming Guidelines.
- 4.2. It is the obligation of any person and/or company (the **Proponent**) wishing to film within Township boundaries, whether on public or private property, to submit a film application and to comply with the Filming Guidelines and terms of this Filming Policy.
- 4.3. The Township of Langley reserves the right to limit the number of film companies operating in the municipality at any one time and/or the use of any specific Township location.
- 4.4. The Township of Langley reserves the right to approve or deny any requests for filming involving parks, facilities, buildings, property, equipment, assets, streets, highways, rights-of-way, public places, etc. within Township boundaries (**Township Property**).

- 4.5 The Township of Langley reserves the right to revoke any filming privileges if any circumstances arise during filming or during filming-related activities that: (1) do not comply with the Filming Guidelines and terms of this Filming Policy; and/or otherwise (2) are determined by the Township of Langley, in its sole discretion; (a) to be dangerous or harmful in any way to the residents, businesses, and/or community; and/or (b) that may otherwise jeopardize the safety and/or wellbeing of the public.
- 4.6 The Township of Langley may require that the Proponent use the Township of Langley Fire & Protective Services and Bylaw Services to ensure safety for traffic, special effects, pyrotechnics, stunts, and the use of simulated guns in filming or other related needs. The Proponent shall be responsible for the costs of all such services.
- 4.7 Each Proponent must return all Township Property to the state or condition prior to the filming activity. The Township of Langley may require, at the cost of the Proponent, the attendance of municipal staff to ensure the security and/or appropriate use of the Township Property.
- 4.8 The Proponent shall indemnify and hold harmless the Township of Langley in writing as follows or upon substantially similar terms:

The Proponent identified on permit, in consideration of being permitted to enter onto, use, or occupy property or facilities belonging to or under the control of the Township of Langley for the purposes of filming, does hereby agree to waive, release absolutely, indemnify and save harmless the Township of Langley, its respective successors and assigns, elected officials, officers, employees, and agents (each an Indemnitee) from and against any and all losses, claims, damages, demands, actions, causes of action, proceedings, and liabilities whatsoever and all costs and expenses (including reasonable external legal fees on a solicitor/client basis) incurred by, suffered by or put to any Indemnitee (each a Claim) which is based upon, caused by, arises out of or occurs directly or indirectly, in connection with the filming activity of the Proponent hereunder, including without limitation, any Claim(s) arising from or related to:

- (i) the property, facilities or services provided by or through any Indemnitee;
 - (ii) any act or omission by the Proponent, its officers, agents, employees, customers, licensees, sub-contractors, and/or invitees;
 - (iii) any personal injury or damage to property caused by the Proponent, its officers, agents, employees, customers, licensees, sub-contractors, and/or invitees, except to the extent that such Claim(s) are caused by the negligence or willful misconduct of the Indemnitee.
- 4.9 The Proponent is directly responsible to negotiate the terms of use for any private residential or commercial property directly with the owner/occupant. The Township remains external to these private negotiations.

- 4.10 Requirements for (i) insurance and (ii) remittance of a Security Deposit are identified in the Filming Guidelines.
- 4.11 Film fees (i.e. application, permit, business license, administration, and inspection) may be waived for bona fide student film permits from recognized post-secondary filming programs. Where student films require municipal services (i.e. enforcement services, signage, etc.), fees will remain in effect.
- 4.12 All Federal, Provincial, and municipal bylaws, laws, and ordinances must be obeyed by the case and crew of the proponent and by any independent contractor(s) retained by the proponent. The Township of Langley reserves the right to report any failure to comply with the Filming Policy and/or Filming Guidelines to the BC Film Commission and the Directors' Guild (BC).