



Permit #
Date:

Resort Municipality of Whistler Film Permit Application

Name of Production:

Contact Name:

Email Address:

Production Company Name:

Address:

Phone #

Mobile #

Production Manager Name:

Permit Dates:

Type of Production (please check)

<input type="checkbox"/>	Feature	<input type="checkbox"/>	TV Series
<input type="checkbox"/>	TV Film	<input type="checkbox"/>	Reality TV
<input type="checkbox"/>	Commercial	<input type="checkbox"/>	Live Broadcast
<input type="checkbox"/>	Multi Media	<input type="checkbox"/>	Still Photo

Shoot times & duration:

Shoot location (s):

Crew size:

Site Maintenance Plan: (clean up/recycling/waste removal)

Fee Schedule (RMOW Film Permit Coordinator will fill out)

Payment Rec'd			Days
	RMOW Film Permit Application fee	\$125	
	RMOW Daily Film Permit fees	\$300	
	Total plus HST		
	Refundable Security Deposit		

- Certificate of Insurance Received?

I hereby agree to all the terms and conditions of the Resort Municipality Whistler Film permit and /or agreements attached hereto and guarantee the fulfillment of terms set out in the time specified in this permit. I also understand and agree that I am fully responsible for the safety of the public and those working on this project notwithstanding anything in this permit to the contrary

Permittee's Signature:

Per:

Permit Issued by:

Per:

TERMS AND CONDITIONS OF RMOW FILM PERMIT

1. The Permittee shall deliver to Resort Municipality of Whistler ("RMOW") a copy of a certificate of liability insurance with a minimum of \$2,000,000 comprehensive general liability coverage. The general liability insurance policy must name the Resort Municipality of Whistler and the Whistler Village Land Co. Ltd. as additional insured and must contain a cross liability clause in favour of those corporations.
2. The Permittee shall pay to the RMOW a non-refundable application fee of \$125 (plus applicable taxes) at the time the application is submitted and a municipal business license fee of \$165 prior to the commencement of production and valid for the duration of production.
3. The Permittee shall pay to the RMOW a filming fee of \$300 per day (plus applicable taxes) for each day of preparing, shooting and wrapping up production on RMOW property, paid at the completion of production.
4. The Permittee shall deposit at the time that the Permit is issued, security in the amount of \$6,000 in the form of cash, certified cheque or credit card, for the first 20 days of production to ensure there is no damage to RMOW's property, that location sites are left cleaned and restored, and that the filming fee is paid. If production time exceeds 20 days, a further \$6,000 security in the form of cash, certified cheque or credit card shall be deposited.
5. The Permittee must designate a representative from the production company who is responsible for all film company activities and must be on site for the duration of production. A 24-hour contact telephone number must be provided. The representative is responsible for ensuring all cast and crew are informed of and abide by the terms and conditions of this Permit.
6. The Permittee must arrange in advance parking of all vehicles associated with the production. Only essential vehicles may be parked on municipal streets. No parking is permitted in fire lanes.
7. The Permittee must conduct production so as not to interfere with normal traffic flow along Whistler streets, malls and pedestrian areas without prior permission of the RMOW. The RMOW may require the Permittee to post warning signs, erect barricades or employ qualified flag persons as a condition of permitting street or mall closures.
8. The Permittee shall restore all RMOW locations to its original condition, to the reasonable satisfaction of the RMOW and shall conduct operations so as not to cause damage or leave waste. The Permittee acknowledges that it must not create a hazardous condition by leaving bear and animal attractants, including without limitation food and garbage.
9. The Permittee shall pay for all, third party, out-of-pocket costs associated with production, including costs of parking, security staff, service staff, damage repair, site clean up and restoration, and additional expenses incurred by RMOW as a result of Permittee's production, including RCMP costs for traffic control (if requested by the Permittee or reasonably required by the RMOW) at the overtime rate and a minimum of four hours, and costs associated with Fire Department for false alarms. Notwithstanding anything to the contrary set forth herein, as soon as reasonably practicable following the conclusion of the Permittee's activities at the location, RMOW and the Permittee shall jointly inspect the location(s) and if there is any material damage caused by the Permittee's activities in the conduct of the Permittee's production activities taking place at the location as contemplated under this Permit, the Permittee shall have the first opportunity to repair (or cause a third party to repair) the damage itself. If winter conditions prevent or impede an effective inspection, the RMOW and Permittee will conduct the inspection as soon as conditions reasonably permit.
10. The Permittee must make every effort to keep noise to a reasonable level during production. The RMOW may refuse to permit night filming between 10 p.m. and 8 a.m. if it considers that residents will be unduly affected, or impose specific conditions on night filming considered necessary in the public interest.
11. If filming indoors on any public or municipal building, the Permittee must abide by any non-smoking restrictions and any food or beverage restrictions applicable to the building. All sets must be constructed in a safe manner.

12. The Permittee shall ensure that, when filming is completed for the day, all film locations are left in a state which is not a hazard to members of the public using that location.
13. The Permittee shall comply strictly with all federal, provincial and municipal regulations and bylaws (including Garbage Disposal and Wildlife Attractant Bylaw #1861, 2008), especially those in respect of occupational health and safety.
14. The Permittee hereby releases, indemnifies and saves harmless the Resort Municipality of Whistler and the Whistler Village Land Co. Ltd. and their officers, servants, agents, employees volunteers and others from and against all costs, losses, damages, compensation, claims, demands, actions, judgments and expenses, including actual legal expenses, arising from death or injury to persons or property loss or damage resulting from the actions or failures to act of the Permittee, its directors, officers, employees, agents, contractors, subcontractors and others, in respect of the production for which this Permit is issued.
15. RMOW shall have no copyright interest in any photography or recordings made pursuant to this agreement and the Permittee shall not be obliged to make use of any photography or recordings made pursuant to this Permit.
16. The Permittee agrees that RMOW has made no representations or warranties as to the safety, condition or state of repair of RMOW property. The Permittee accepts the RMOW property on an "as is" basis and assumes full responsibility for the safety and security of the RMOW property and for all persons using it.
17. The RMOW requires recordings or photography to display the following credit line identifying the area used as a site location.

Filmed in Resort Municipality of Whistler, British Columbia, Canada

18. The RMOW may revoke this Permit without notice and without payment of any damages if the Permittee does not comply with the terms and conditions of this Permit or with applicable legislation.
19. The Permittee may assign this agreement to any third party in the course of entering into financing, distribution, and/or other exploitation agreements with respect to the Picture, but the Permittee shall not be released from its obligations hereunder.
20. Except in the limited circumstance where Permittee is breach of the RMOW's third party contractual obligations existing as of the date of this permit and of which the RMOW makes Permittee aware of in writing in advance of the contemplated filming activities at the location, in the event of a breach of this Permit, the RMOW waives any right to equitable or injunctive relief strictly with respect to the development, production, and distribution or other exploitation of the picture and any related marketing and advertising thereto. For greater certainty, the Permittee acknowledges and agrees that its filming activities will not include any images of the Olympic Rings.
21. Subject to compliance with all applicable laws and third party rights, in the event of a breach of this Permit, the RMOW waives any right to equitable or injunctive relief strictly with respect to the development, production, and distribution or other exploitation of the picture and any related marketing and advertising thereto.
22. The Permittee may not deviate from the production specifications listed herein or from the terms and conditions of this Permit without prior written consent of the RMOW.
23. This agreement shall be governed by the laws of the Province of British Columbia and the Permittee agrees to submit to the jurisdiction of the courts of British Columbia.