



FILMING / PHOTOGRAPHY PERMIT APPLICATION

This application form must be completed in full for the filming or photography permit to be considered. Please submit complete applications events@gvha.ca.

For additional information, please contact:

Events Specialist

100 - 1019 Wharf St, Victoria

p. 250.383.8300 ext. 246

e. events@gvha.ca

FREQUENTLY ASKED QUESTIONS:

1. What is the deadline to submit a filming or photography application?

Filming and photography applications must be submitted 30 days prior shooting; it is necessary to include the schedule (including set-up and strike times) and site plan.

2. What type of insurance do you require?

We require event organizer to name Greater Victoria Harbour Authority 100-1019 Wharf Street Victoria BC V8W 2Y9 as a third party insured, amount is 2 million dollars.

3. What is needed when requesting a site plan?

A site plan indicating location and desired space is required for all filming and photo shoots. If you want to use multiple locations, please submit multiple site plans.

4. Why do you need our schedule?

We require your event schedule because of the moving parts at a working harbor. We constantly communicate with terminal users to ensure seamless event execution and to keep staff informed.

5. Why do I need to provide all the documentation outlined on the last page applicable to my event?

You will not be issued your permit for the event without **all** the proper documentation. If food and beverage are being used on GVHA facilities, we need a copy of the caterer's business license and a copy of their Vancouver Island Health Authority permit to operate. We also would like to have a photo of the mobile unit, if that is what you are using.

6. Will we need a noise bylaw exemption?

Yes, if your filming has amplification. You can apply for a noise bylaw exemption with the City of Victoria.

7. What type of payment do you accept?

We accept cheques and all major credit cards.

8. Do you accept e-transfers?

No, we don't accept e-transfers. Cheque, cash, and credit cards are the only available payment options.

9. Is there parking available in the Inner Harbour?

GVHA has no parking spaces or parking lots available in the Inner Harbour. All adjacent parking lots are owned by City of Victoria.

10. What type of filming/photography would not be permitted?

GVHA does not permit any filming or photography with political or religious context; any filming or photography must not include nudity, profanities, discrimination, racism and/or offensive or inappropriate content.

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

Breakwater District

Fisherman's Wharf

FILMING/PHOTOGRAPHY PURPOSE AND CONTENT

Please provide information about content/plot and purpose of your photography shoot or filming:

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) DRONE FILMING: Attached [See final page]

All filming with a drone requires approval of Transport Canada (Harbour Master) and Nav Canada. Flight plans are required to be filed, approved, and provided before this filming permit is approved. See the final page of this form for confirmation of items that are required.

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

Name	Role	Responsibilities

e) 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.

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

Type of Structure	Quantity	Dimensions

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

City of Victoria Noise Bylaw Exemption required

If yes, describe:

GVHA SERVICES

BWD at Ogden Point Parking Yes No

If yes, number of parking stalls

(Parking cost not included in Permit Fee)

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 notification (template available) for GVHA to distribute at least 15 days prior to event. It must include details of event, measures taken to minimize impact to neighbourhood residents, and contact information for a crew member on site. 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:

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?

Attachments Required

If Applicable:

Upon Submission of Application:

Insurance

Schedule

Site Plan

Noise Bylaw Exemption

Notification

Transport Canada approval (if filming on water or using drone)

Nav Canada approval (if using drone)