



TSAWWASSEN FIRST NATION
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Community Governance Act

FILM REGULATION

Date Enacted: 27 August 2014

Order Number: O.075-2014

Last Amended: 9 October 2014

This version of the Regulation is not the official version, and is for informational purposes only. Persons who need to rely on the text of the Regulation for legal or other purposes may access the official version held in the TFN Laws Registry by contacting the TFN Administration Office at (604) 943-2112.

Table of Regulation Changes

Section(s) Amended	Date	Order number
Schedule B; Schedule C, s.3.1	09/10/2014	O.091-2014

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WHEREAS the *Community Governance Act* authorizes the Executive Council of the Tsawwassen First Nation to make community regulations in respect to traffic, parking, and public order and safety as well as access to Tsawwassen Lands;

The Executive Council of the Tsawwassen First Nation enacts as follows:

Citation

- 1 This regulation may be cited as the Film Regulation.

Definitions

- 2 (1) Unless specifically defined herein, words and phrases used in this Regulation shall be construed in accordance with the meanings assigned to them in the *Tsawwassen First Nation Final Agreement*, the *Community Governance Act* or the *Good Neighbour Regulation, 2009*, as the context and circumstances require.

(2) In this regulation:

“**Director**” means the Director of Lands appointed in that capacity by the Executive Council under the Government Employees Act or delegate;

“**disruptive activity**” means an activity that has the potential to disrupt, obstruct, impede or otherwise interfere with the orderly conduct of administrative, educational, recreational, health care, cultural or religious services or ceremonial activities in accordance with sections 3 and 5 of *Tsawwassen First Nation Good Neighbour Regulation, 2009* as amended or replaced from time to time;

“**Filming Activities**” means all site surveys, technical surveys, preparation work, actual filming or photography, subsequent site clean-up and restoration for all commercial and non-commercial filming or commercial still photography on Tsawwassen Lands, but does not include any promotional or media filming being undertaken at the direction of the Tsawwassen Government; and

“**land holder**” means the holder of an interest in Tsawwassen Lands, but does not include Tsawwassen First Nation or Executive Council acting on its behalf;

“**production company**” means a person engaging in Filming Activities.

“**TFN community**” means residents, leaseholders, lien holders, or any other interest holders in TFN Lands including business owners;

“**TFN Member**” means a Tsawwassen Individual who is enrolled as a member of Tsawwassen First Nation in accordance with the *Membership Act*.

“**TFSI**” or “**Tsawwassen Fee Simple Interest**” means a fee simple interest that is subject to any condition, proviso, restriction, exception, or reservation that may be set out in Tsawwassen Law.

Purpose of regulation

- 3 The purpose of this regulation is to guide how TFN will consider requests from applicants to film and establish the conditions under which persons may film on Tsawwassen Lands. With this regulation, Tsawwassen First

Nation aims to protect the rights of the TFN community and reduce the impact of filming and related activities.

Application and process

- 4 (1) To obtain permission to undertake Filming Activities on Tsawwassen Lands, an application, in the form of Schedule B, shall be submitted to the Director including all relevant fees set out in Schedule A, the security deposit, the Film Location License Agreement set out in Schedule C, and written approval from the leaseholder, landholder or other interest holder as applicable. The application shall be submitted a minimum of five (5) business days prior to the commencement of Filming Activities, unless otherwise determined by the Director.
- (2) On review of an application, the Director may request supporting documentation including, but not limited to, the script and/or proof of certification for all traffic control persons.
- (3) A detailed description of proposed traffic changes to Tsawwassen First Nation highways, including drawings and maps shall be submitted. TFN community notice may be required at the discretion of the Director.
- (4) The Director, at his or her discretion, may approve the permit in the form of Schedule D.

Contracts

- 5 All applicants shall submit a "Film Location License Agreement" in the form of Schedule C.

Liability insurance

- 6 Applicants shall include proof of a minimum \$5,000,000 comprehensive general liability insurance policy identifying Tsawwassen First Nation as an additional insured.

Damage deposit

- 7 (1) As a condition of permit issuance, a refundable damage deposit of \$5,000 is required in the form of an irrevocable letter of credit, cash or certified cheque in a form satisfactory to the Director.
- (2) The damage deposit will be returned to the production company upon the completion of a post-production inspection after the completion of all Filming Activities. If the Director determines that damage has resulted from Filming Activities, the Director may apply the security in payment of the cost of works with any excess to be returned to the holder of the permit. Any costs incurred above the damage deposit will be charged to the production company.

Fees and charges

- 8 (1) Fees and charges are outlined in Schedule A.
- (2) An initial inspection and post-production inspection by the Director are included in the location fee.
- (3) Costs may be waived or reduced for TFN Member applicants by order of Executive Council.

Streets and traffic management

- 9 (1) Traffic warning signs shall be installed, and all signs and barricades required are the responsibility of the applicant.

- (2) Signs and barricades shall be installed in approved locations.
- (3) The film production company shall provide certified traffic control persons if the Director determines that:
 - (a) a person, equipment or other obstruction blocks or hinders all or part of a traveled roadway;
 - (b) the film production encroaches into an intersection and interferes with regular traffic movement;
or
 - (c) hazards or lack of adequate control can cause an unsafe environment for motorists, pedestrians or workers.
- (4) Vehicles associated with the Filming Activities shall not block driveways or be parked in any location not specified by the approved permit.
- (5) The Director, at his or her discretion, may require that crew parking area(s) be provided away from the film production site if he or she determines that on street parking will be too disruptive.
- (6) All vehicles must comply with the *Tsawwassen First Nation Traffic Regulation, 2009*, as amended or replaced from time to time.

Disruptive activities

- 10** (1) All applicants shall comply with all applicable Laws and Regulations, and for greater certainty shall comply with Section 3 of the *Tsawwassen First Nation Good Neighbour Regulation, 2009*, as amended or replaced from time to time.
- (2) Move-ins, move-outs and any related noisy activities of the applicant in a residential area shall occur from 7 a.m. until 11 p.m. unless otherwise approved by the Director
- (3) If Filming Activities are found to be potentially disruptive by the Director, at the discretion of the Director, the applicant must obtain permit application approval from Executive Council before a permit is issued.

Use of the Longhouse

- 11** The Director must refer any Filming Activities in or around the Longhouse to the Standing Committee on Language and Culture and Executive Council for approval.

Notification of affected parties

- 12** If the Director finds that components of Filming Activities may include disruptive activities, the applicant shall notify affected property owners, residents and tenants, and provide proof of this notification to the Director

No obligation to grant a permit and non-compliance

- 13** (1) For greater certainty, nothing in this Regulation commits Tsawwassen First Nation to approve an application to undertake Filming Activities involving property, assets, and/or right-of-way, owned or governed by the TFN.
- (2) The Director must report any failure to comply with the above Guidelines to the B.C. Film Commission and the Directors' Guild.

SCHEDULE A – FEE SCHEDULE

Fee Schedule	
Application Fee	\$250 per application
Location Fee	\$750 per day while using TFN lands for any activities related to film production
Street Use or Parking	\$50/30m of highway
Use of a Tsawwassen First Nation building	\$500 per day

SCHEDULE B – FILM APPLICATION



TSAWWASSEN FIRST NATION
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Request to Film Application

Name of Production: _____ **Type of Production:** _____

Production Company Information

Name of Applicant: _____ (the "**Producer**") **Date:** _____

If Applicant is not an individual, name of Producer's authorized representative: _____

Local Company: _____

Address: _____

City: _____ **Province:** _____ **Postal Code:** _____

Phone Number: _____

Parent Company: _____

City: _____ **Province/State:** _____ **Postal/ZIP Code:** _____

Country: _____ **Phone number:** _____

Local Contact Information

Producer(s): _____ **Phone Number:** _____

E-mail: _____

Production Manager: _____ **Phone Number:** _____

E-mail: _____

Location Manager: _____ **Phone Number:** _____

E-mail: _____

On-set Contact: _____ **Phone Number:** _____

E-mail: _____

Production Period while on TFN Lands

Preparation Days: _____ to _____, 20____.
(month) (day) (month) (day)

Shooting Days: _____ to _____, 20____.
(month) (day) (month) (day)

The Preparation Days and the Shooting Days are collectively referred to as the "**Term**".

Estimated Budget: _____ Budget for Filming on TFN Lands: _____

Proposed Location

Proposed Location for Filming: _____

Proposed Location for Film Crew Parking: _____

Proposed Activities

Detailed Description of Activities: _____

Proposed Traffic Control Measures: _____

Proposed Equipment and Personnel on Location

Detailed Description of Equipment, Props, Vehicles, Temporary Sets, and Other Personal Property Which Will Be Brought to the Location: _____

Proposed Number of Personnel on Location: _____

[Amended by order number 091-2014]

Acknowledgement

I acknowledge and agree that upon TFN's approval of this Application, as indicated by its execution of the attached Film Location Licence, the Film Location Licence will become a legally binding agreement, enforceable in accordance with its terms. I confirm that if the Producer is an incorporated body I have the authority to bind the Producer by signing the Film Location Licence.

By: _____

Name:

Title:

SCHEDULE C – Film Location License

THIS AGREEMENT, dated for reference the ___ day of _____, 20___ (the “**Agreement**”)

BETWEEN:

TSAWWASSEN FIRST NATION

1926 Tsawwassen Drive

Tsawwassen, BC V4M 4G2

(“**TFN**”)

AND:

THE PRODUCER, as identified in the attached Application (the “**Application**”)

(the “**Producer**”)

IN CONSIDERATION of the agreements set out below and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged by the parties, TFN and the Producer agree as follows:

1.0 **Grant of Licence**

1.1 TFN grants to the Producer:

- (a) the right and licence (the “**Licence**”) to enter and remain upon that portion of lands under the jurisdiction of TFN (“**TFN Lands**”) identified as the Proposed Location for Filming in the Application (the “**Location**”) for the limited purpose of making still, video or motion picture photographs and sound recordings (collectively, the “**Filming**”) subject to the provisions of this Agreement and the attached Film Regulation (the “**Film Regulation**”) and only in connection with or as part of the production described in the Application (the “**Film**”);
- (b) the right, title and interest in any videotape, negative and print taken and sound recordings made hereunder in perpetuity in connection with the Film including, without limitation, the copyright and all renewals and extensions of copyright therein, and the exclusive right publicly to perform or display and to authorize others to perform or display, any such photographs and sound recordings in the production, exhibition or use of the Film;

- (c) the right to refer to the Location by a fictitious name, and the right to attribute any fictitious events as occurring on the Location, subject to the prior written approval of TFN;
- (d) the right in perpetuity, throughout the world, to duplicate and recreate all or any portion of the Film and to use the same in any media and/or manner known or unknown, including without limitation in, and in connection with, any motion picture, theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same.

2.0 **Term of Agreement**

- 2.1 Subject to earlier termination pursuant to Article 6.0, the Producer shall be entitled to enter and remain upon the Location for the purposes of conducting the Filming each day during the Term identified in the Application, whereupon the Licence shall terminate.

3.0 **Insurance and Workers Compensation Act**

- 3.1 The Producer shall, at least five (5) days prior to the start of the Term, deliver to TFN evidence of insurance in accordance with the requirements set out in the Film Regulation.

[Amended by order number 091-2014]

- 3.2 The Producer agrees that, for the purposes of the *Workers Compensation Act* (B.C.), the Producer is the prime contractor on the Location while its employees are engaged on the Location, and the Producer agrees to ensure that the activities of its employees, workers and other persons at the Location relating to occupational health and safety are coordinated, and will do everything practicable to ensure compliance with the *Workers Compensation Act* (BC) and its regulations.

4.0 **Compensation and Deposit**

- 4.1 The Producer shall pay to TFN a damage deposit, fees and charges as set out in the Film Regulation.

5.0 **Producer's Obligations**

- 5.1 The Producer:

- (a) shall abide by the requirements and conditions set out in the Film Regulation;
- (b) shall not photograph, record or use the name "Tsawwassen First Nation", "TFN" or any similar name in identifying the Location in the Film unless the right to photograph, record and use such name is expressly granted by TFN by prior written approval to be given by TFN's Director of Lands on the following terms:
 - (i) TFN may withhold such approval if, in the sole and arbitrary opinion of TFN, the name or reputation of TFN may be adversely affected or prejudiced;
 - (ii) the consent of TFN to the use of its name in connection with the Film will not be an acknowledgement or approval by TFN of the content of the Film, and TFN will, in no sense

whatsoever, be deemed by such use to be participating in the production, exhibition or use of any part of the Film; and

- (iii) if TFN shall, without fault on its part, be made a party to any litigation involving a third party commenced by or against the Producer with respect to the Film, then the Producer shall defend, indemnify and hold TFN, members of its Executive Council and its employees and agents ("**TFN's Representatives**") harmless in connection with such litigation and TFN may, at its option, participate in or assume carriage of any such litigation or settlement discussions;
- (c) shall not make any alterations to any improvements, buildings or property of TFN on TFN Lands or erect any buildings or improvements on TFN Lands without the prior written consent of TFN to be given by TFN's Director of Lands;
- (d) shall carry out the Filming on, and shall otherwise restrict its operations to, the Location exclusively. If the Producer wishes to expand the Location to include additional areas of TFN Lands, it may do so only by way of a written amendment to this Agreement signed by TFN and the Producer;
- (d) shall ensure that the Film is of moral and reputable character, is free of any direct or indirect meaning which is derogatory to, or an exploitative representation or portrayal of, any person or group of persons, is unlikely, in light of prevailing community standards, to cause offense and will not injure the name, reputation or standing of TFN in any way, directly or indirectly;
- (e) shall permit representatives of TFN to attend upon the Location at any time;
- (f) may bring onto the Location only the equipment, props, vehicles, temporary sets and other personal property which are described in the Application;
- (g) shall be permitted to bring onto the Location not more than the number of persons specified in the Application;
- (h) shall enter and leave the Location through TFN Lands only as directed by TFN from time to time;
- (i) shall be entirely responsible for the conduct, safety and protection of all persons who enter upon the Location at the invitation of the Producer including, without limitation, the Producer's employees, officers, agents, invitees, licensees, contractors and subcontractors and shall ensure all such persons have coverage under the *Workers' Compensation Act* (BC);
- (j) shall, upon the request of TFN, provide TFN with a complete list of all contractors and subcontractors who are engaged by the Producer to perform services for the Producer upon the Location in connection with the Filming and shall ensure that all such contractors and subcontractors comply with each and every provision of this Agreement;
- (k) shall during the Term, provide such of its personnel as may be necessary to ensure such security and/or vehicle and pedestrian traffic control for the Location as TFN may reasonably require provided that TFN may itself provide such security and control as it shall determine is necessary at the cost of the Producer;
- (l) shall ensure that the Filming shall not, by reason of excessive noise, light, or other disturbance, unreasonably disrupt the business or operation of TFN and shall, upon written notice received from TFN, cease the Filming and all other operations of the Producer upon

the Location, or if applicable, any other areas of TFN Lands, until TFN and the Producer can mutually agree upon a means to eliminate such unreasonable disruption;

- (m) shall, upon termination of the Licence, vacate the Location and remove therefrom all personnel and equipment including, without limitation, cameras, props and temporary sets, and shall leave the Location in a clean, safe and tidy condition and in as good a condition otherwise as when entered upon;
- (n) shall repair any damage caused to the Location as a result of the exercise by the Producer of any of the rights granted in this Agreement; and
- (o) shall in the exercise of its rights and the performance of its obligations hereunder comply at all times with the applicable laws of Canada, British Columbia and TFN in force from time to time.

6.0 Termination

- 6.1 This Agreement may be terminated by TFN forthwith by notice in writing delivered to the Producer in the event that the Producer shall fail to perform any of its obligations or to comply with any terms set forth in this Agreement.

7.0 Indemnity

- 7.1 The Producer shall indemnify, defend and hold harmless TFN and TFN's Representatives from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including reasonable legal costs on a solicitor and his own client basis), expenses, liabilities and administrative proceedings (collectively "**Claims**") including, without limitation, Claims arising by reason of any injury to or death of any person, or damage to any property including consequential loss, which may be brought or made against TFN, and that may be caused either directly or indirectly by any action or inaction in any way related to this Agreement or by the Producer or any of its directors, officers, staff, contractors, subcontractors, agents, employees or persons for whom the Producer is at law responsible, failing to perform any of its obligations or to comply with any terms set forth in this Agreement.

8.0 Release

- 8.1 The Producer hereby releases and discharges TFN and TFN's Representatives from all manner of actions, causes of actions, claims and demands whatsoever which the Producer may now or hereafter have for or by reason of any loss, damage or injury suffered by the Producer or any other person or by reason of any cause, matter or thing whatsoever arising directly or indirectly out of the exercise of the rights or the performance of the obligations of the Producer under this Agreement or otherwise in any way relating to or arising in connection with the Film or this Agreement.

9.0 General Provisions

- 9.1 Any waiver by TFN of the strict performance of the covenants on the part of the Producer contained herein or any failure on the part of TFN to enforce same shall not extend to or be taken in any manner whatsoever to effect a waiver of any subsequent or other breach of any such covenant.
- 9.2 The parties shall execute and deliver all such further documents and instruments and do all acts and things as may be necessary or convenient to carry out the full intent and meaning of this Agreement.
- 9.3 Any notice required to be given pursuant to this Agreement may be given by registered mail or personal delivery to the party to receive same at the address for such party hereinbefore set out, or in the case of the Producer, by personal delivery to any representative of the Producer at the Location, or at such other address as a party may designate by notice in writing to the other under this Agreement.
- 9.4 This Agreement, including all matters of construction, validity and performance, shall in all respects be construed and enforced in accordance only with the laws of British Columbia. The parties hereby irrevocably consent to and submit themselves to the jurisdiction of the applicable courts of British Columbia for the purpose of any suit, action or other judicial proceeding arising out of or connected with this Agreement or the performance of the subject matter hereof. The Producer hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that the Producer is not personally subject to the jurisdiction of the courts of British Columbia or that the suit, action or proceeding is brought in an inconvenient forum or that the venue of the suit, action or proceeding is improper.
- 9.5 This Agreement shall not be assigned by the Producer without the prior written consent of TFN which consent may be arbitrarily withheld.
- 9.6 Time shall be of the essence of this Agreement.
- 9.7 This Agreement sets out the entire agreement between the parties and may not be altered except by written amendments signed by TFN and the Producer.
- 9.8 In the event this Agreement is terminated pursuant to Article 6, the payment obligations of the Producer set out in Article 4, the Producer's obligations set out in Article 5 and the Producer's indemnities and release set out in Articles 7 and 8 respectively shall remain in full force and effect notwithstanding such termination.
- 9.9 This Agreement shall endure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representative, successors and permitted assigns of the Producer.

[Signature page follows.]

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

TSAWWASSEN FIRST NATION

PRODUCER

By: _____

A: If Individual:

Director of Lands

Producer

Witness to Producer's Signature

B. If Incorporated Body:

Name of Producer Company

By: _____
Authorized Signatory

SCHEDULE D – Film Permit



TSAWWASSEN FIRST NATION
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FILM PERMIT

Issued to:	
Location of Work:	
Permit Number:	
Purpose of which the permit is issued:	
Specific Conditions of Permit	
Signature: <hr/>	Date: <hr/>

