



# Guidelines for Filming on Location

---

## **INTRODUCTION:**

It is the mandate of the Spiyu7ullucw Ranch Corporation (the “Ranch”) to encourage the use of Tk’emlúps te Secwépemc (TteS) lands and assets for location filming. The use of TteS for location filming can generate significant benefits for the local economy.

The promotion of the film industry, however, must be balanced against the impact of the activities on Ranch and TteS lands and assets, and those of our neighboring jurisdictions and residents, as well as the day-to-day business of a working ranch. The Ranch and TteS must also recover its costs for the use of assets and services, as well as personnel support.

All filming within the TteS lands and corporate holdings will be done under a Location Filming License (“License”) and will be subject to the terms and conditions of this policy and the License issued. Other agencies within the geographic area who may also be involved in the approval process are the R.C.M.P., Ministry of Transportation and Infrastructure, Ministry of Forests, Lands and Natural Resource Operations, Thompson-Nicola Regional Ranch/TteS, City of Kamloops and the City of Kamloops Fire Department. In the event that filming takes place on Tk’emlúps te Secwépemc ancestral or reserve lands, TteS Natural Resources Department are to be contacted. The Thompson Nicola Film Commission can assist the production company in contacting these agencies.

## **OBJECTIVES:**

1. To facilitate the motion picture industry in its production endeavours by providing centralized and efficient procedure for obtaining TteS authorization when necessary for filming on location in Ranch and other TteS lands and commercial centres.
2. To promote the Ranch and TteS community as an inviting environment for filming on location and create employment, and whenever possible through local hiring opportunities.
3. To minimize any inconvenience to the general public, businesses and citizens of TteS as a result of filming on location activities.
4. That by issuing Ranch/TteS authorization to utilize corporation and public facilities and lands, the Ranch, TteS and related corporations will be provided with appropriate liability insurance.
5. To ensure that filming on location will not cause any irreparable damage to public or private property and in the event such damage does occur, the film company will be responsible for all such repairs as required.
6. To ensure that filming on location shall not jeopardize the safety and well-being of the general public.
7. To ensure the Ranch/TteS recovers its costs for all services rendered associated with filming on location activities.



8. To ensure that filming-on-location activities fully observe the land use agreements, laws, and policies of the Ranch/TteS and significant historic, archaeological, environmental and Indigenous values and assets.
9. The Ranch/TteS of Spiyu7ullucw Ranch Corporation reserves the right to approve or deny any request for filming-on-location involving property, assets, rights-of-way, etc. owned or governed by the Ranch/TteS.

**WHO TO CONTACT AT SPIYU7ULLUCW RANCH CORPORATION ABOUT FILMING ON LOCATION:**

Devin Gambler, Project Coordinator      Cell: 250-320-2759      Email: [devin.gambler@kib.ca](mailto:devin.gambler@kib.ca)



## APPLICATION PROCESS:

### 1. Application

- a) In order to obtain approval for filming-on-location which involves Ranch/TteS property, including water sources, parks facilities, buildings, equipment, and streets, an application must be made to the Manager.
- b) The application must be made well in advance of the project and not less than five (5) working days prior to commencement of filming activities. For complicated projects, additional advance notice will be required. The Ranch/TteS cannot guarantee its authorization of the film project and/or provision of services is insufficient advance notice is given.
- c) The application shall take the form of a Location Filming Application Form, a copy of which is attached to this policy as **Schedule "A" Filming on Location Permit Application**
- d) Application forms are available from the TteS offices, online, and from the Thompson-Nicola Film Commission.
- e) The use of helicopters or fixed wing aircraft is at the discretion of the Ranch/TteS of Spiyu7ullucw Ranch Corporation. Aircraft and helicopter operations must be planned and described in detail for approval by the Ranch/TteS of Spiyu7ullucw Ranch Corporation.
- f) Descriptions of action stunts involving pyrotechnics, loud or continuous noise, large groups of people, high intensity lighting or extensive on-site equipment must be included on the application so that potential impact on the neighbourhoods can be adequately assessed.

### 2. Liability Insurance

- a) It will be the responsibility of the applicant to submit all required insurance documents with **Schedule "A" Filming on Location Application** before the commencement of filming activities. Proof of Insurance must be presented to the Ranch/TteS of Spiyu7ullucw Ranch Corporation prior to arrival in the Ranch/TteS.
- b) The following insurance requirements must be satisfied:
  - i) The Ranch/TteS of Spiyu7ullucw Ranch Corporation must be named as a co-insured in the applicant's liability policy.
  - ii) A Hold Harmless Agreement as set out in **Schedule "B" Filming on Location Agreement** must be entered into with the Ranch/TteS.
  - iii) Liability policy must not be less than \$2 million, and under situations of potential greater exposure to the Ranch/TteS, the liability insurance may be increased accordingly.
  - iv) The insurance policy must include a thirty (30) day cancellation clause.
  - v) Cross liability endorsement must be included in the insurance provisions.
  - vi) Proof of automobile insurance with \$5,000,000 liability insurance when any vehicles are used in the filming.



### 3. Fees and Charges – See Schedule “C” Filming on Location Fee Schedule

- a) All fees associated with filming are based on cost recovery for the services provided by the Ranch/TteS.
- b) A non-refundable application fee will be charged for processing each application.
- c) A daily use fee will be charged for filming within the Ranch/TteS.
- d) Fee amounts for the use of Ranch/TteS parking needs, equipment, staff, etc. are outlined on **Schedule “C” Filming on Location Fee Schedule.**

### 4. Traffic Management

- a) Parking of film production vehicles on Ranch roads is subject to approval as outlined in your application
- b) Road Closures
  - i. The Ranch/TteS will arrange for the placement of barricades, signs, etc. as required to ensure that the effects of the closure are minimized. A fee for staff time for the placement and removal will be required.
  - ii. The film production company will be responsible for all public relations with private citizens, businesses, and residents who may be affected by parking of vehicles and road closures. The film production company must notify in writing those individuals who may be affected by filming activities.
  - iii. Any film projects involving East Shuswap Road and/or Harper Ranch Road (up to the gate) will require approval of the Ministry of Transportation and Infrastructure (BC) as this road falls under provincial jurisdiction.
- c) Traffic Control
  - i. Advance notice of five (5) working days is required for this purpose.
  - ii. The film crew may provide traffic control through the use of qualified personnel and equipment, subject to Ranch/TteS authorization.
  - iii. If film companies wish to employ the RCMP for traffic control, contact them directly for more information.

### 5. Damage Deposit

- a) A damage deposit shall be submitted to cover any clean-up costs and/or potential damage to Ranch/TteS facilities, equipment, etc., and shall be made prior to the commencement of filming.
- b) Damage deposits will be submitted by certified cheque, payable to the Spiyu7ullucw Ranch Corporation.
- c) Deposits will be refunded upon completion of the filming activities, an inspection by Ranch/TteS staff and final approval of the Manager. See **Schedule “D” Filming on Location – Refund of Deposit.**
- d) Upon verification that the film site has been returned to a condition satisfactory to the Ranch/TteS of Spiyu7ullucw Ranch Corporation and that all the terms and conditions of the film activity have been met, the damage deposit will be returned.



## PROCEDURES FOR APPLICATION PROCESS & CARRYING OUT FILMING ON LOCATION:

1. The production company submits an application form to the Ranch/TteS for review of completeness.
2. The Ranch/TteS contacts the production company contact person and obtains any necessary additional information over the telephone and completes the application form where necessary
3. Ranch/TteS approval is indicated by telephone and the production company is to come in with a certified cheque to cover fees and charges and the damage and clean-up deposits and confirmation will be sent.
4. Upon receipt of all fees and charges, including damage and clean-up deposits, proof of liability insurance and Hold Harmless Agreement, the Ranch/TteS provides a letter of approval to the production company.
5. The day before filming activities are to proceed, the production company contacts the Ranch/TteS to confirm that all activities are to proceed as planned, and approvals from additional agencies are in place.
6. The production company proceeds with their shoot; and when complete cleans up the locations and arranges for repair of any damage resulting from its activities.
7. The production company representative and other Ranch/TteS Staff as required review and inspect the site to ensure that there is no remaining damage.
8. In the case where there is no damage and the site has been satisfactorily cleaned-up, the Corporation returns the damage deposits. In the case where damage to the site is evident or the site has not been cleaned-up, the Manager informs the production company representatives to rectify the damage and/or clean-up the site.
9. In the case where the damage has not been rectified or the site cleaned-up, within a reasonable period of time, the Ranch/TteS rectifies the damage and/or cleans-up and invoices the production for all costs plus overhead.
10. The production company agrees to use the following credit line *Filmed on location at Spiyu7ullucw Ranch and in the Tk'emlúps te Secwépemc Traditional Territory* if recordings made under this application are incorporated in the film.



**SCHEDULE A. FILMING ON LOCATION PERMIT APPLICATION**

A complete application must be submitted a minimum of 15 business days prior to the first proposed day of filming to provide sufficient time for review and approval. Incomplete applications will not be processed. All supporting documents should be sent to the contact listed on the Guidelines Document. ***Attach detailed plans and maps as required.***

<b>COMPANY INFORMATION</b>	
Project Name:	
Production Company:	
Mailing Address:	
Production Manager/ Producer	
Email:	
Phone Numbers:	
Location Manager(s):	
Email:	
Phone Numbers	

<b>PROJECT INFORMATION</b>	
Name of Film / Commercial	
Subject of Film / Shoot	
Give details of the area(s) you request, when you need them and for how long, including details of set-up and take-down (attach maps, detailed film schedule)	
Building Name	
Grounds Location	
Lands Location	
Other (specify):	
No. People in Film Crew =	
No. Vehicles =	Type of vehicles and parking requirements:
Special effects, props, noise, aircraft, helicopter use Do you wish to deny public access to any public areas? If yes, give details and safety precautions	

<b>SERVICES AND EMPLOYMENT</b>	
Are there any services you need to have provided by TteS or the Ranch?	
Please list the employment and local contractor opportunities	



## SCHEDULE B: FILMING ON LOCATION AGREEMENT

<Film Name>

<Film Production Company>

This Location Agreement, dated as of <Current Date> between <Film Production Company> (“we”, “us”, “our”) and Spiyu7ullucw Ranch Corporation, (“you”) in connection with the photography for the purposes of creating art (the “Production”).

The following will confirm our agreement regarding the use by us of the property and/or premises, as the case may be, located at: Spiyu7ullucw Ranch Box: <LIST LOCATIONS AS APPROVED IN APPLICATION> (the “Property”).

1. You hereby grant to us and to our employees, agents, contractors and suppliers the exclusive right to enter upon the Property (including all buildings and other structures located thereon) to photograph and record the Property and all buildings, structures, goods, chattels, signs, logos, designs, trademarks and trade names located thereon or reconstructed by us in connection with the Production.

2. We shall be permitted to enter upon and make exclusive use of the Property on dates and times scheduled in consultation with you. The exact dates will depend on weather conditions or changes in the shooting schedule, but such dates and times are presently anticipated as being:

### Film or Photography Date (s):

3. We and our employees, agents, independent contractors and suppliers shall be entitled:

(a) to bring personnel and equipment (including props and temporary sets) onto the Property and to remove same after completion of its use for filming;

(b) to represent the Property under its proper title or, at our option, to represent the Property as being another real or fictional place;

(c) to reconstruct and represent all or any portion of the Property in our studio as we deem necessary;

(d) to remove or alter signage as well as to alter the Property as required by the Production provided that such action does not permanently damage the Property and provided the Property is restored to its original condition, ordinary wear and tear from permitted uses excepted;

(e) to exhibit, broadcast, transmit and reproduce film, photographs, and/or sound recordings with or without scenes containing the Property or any portion thereof, in perpetuity in all media, whether now known or hereafter devised, worldwide including, without limitation, in theatrical motion pictures or by broadcast, pay, cable and satellite television or by video cassettes, discs and similar devices, and in promoting, advertising and marketing the Production; and x

(f) to use the following credit line “*Filmed on location at Spiyu7ullucw Ranch and in the Tk’emlúps te Secwépmc Traditional Territory*” if recordings made under this application are incorporated in the film.

## SCHEDULE C. FILMING ON LOCATION FEE SCHEDULE

### 1. Location Fees:

The daily location fee is applied to each day of production, or portion thereof, and will not be pro-rated. The exact fee charges depend on a number of factors including type of production, production size, technical requests, and length of shoot.

**Flat fee for Film Scouting is \$250.00.** This fee covers multiple entries and includes tech reviews. The fee is payable to either Tk'emlups te Secwepemc and/or Kamloops Indian Band Development Corporation (in accordance with the invoice).

Filming on Location Fees			
Production Crew Size	Application Fee	Daily Location Fee	Damage Deposit
1 – 6	\$150.00	\$500.00	\$500.00
7 - 15	\$375.00	\$1,000.00	\$1,000.00
16 - 30	\$750.00	\$1,500.00	\$1,500.00
31 - 60	\$1,500.00	\$2,000.00	\$2,000.00
61-99	\$2,000.00	\$2,500.00	\$2,500.00
100 +	\$2,500.00	\$3,000.00	\$3,000.00
Schedule of Discounts:			
Government – 35%	Non-Profit or Student – 50%	Commercial – 15%	
Special Interest or Cultural by permission – discounted rates may apply.			

### 2. Tk'emlups te Secwepemc and/or Kamloops Indian Band Development Corporation Employee Time. A minimum of one project liaison will be assigned to each project.

Labour Time wages and benefits plus 25% administration fee

### 3. Equipment

To be quoted based on project.





**SCHEDULE D. FILMING ON LOCATION – REFUND OF DEPOSIT**

<b>PRODUCTION COMPANY INFORMATION</b>	
Project Name:	
Production Company:	
Mailing Address:	
Production Manager/ Producer	
Email:	
Phone Numbers:	
Location Manager(s):	
Email:	
Phone Numbers	

<b>SITE INSPECTION REPORT:</b>	
Site was inspected by: List names here:	
Date:	
Production company inspection damages? _____ YES _____ NO	
Representative of Spiyu7ullucw Ranch Corporation.  <i>Attach Production Company Form if available</i>	Print Name
	Signature

<b>For Spiyu7ullucw Ranch Corporation ONLY</b>		
Damage Deposit Paid		\$
Clean Up Required (circle one):	NO YES	
If YES complete details below and attach reports/invoices:		
Equipment rental	\$	
Employee costs	\$	
Other	\$	
Subtotal Clean-Up Costs	\$	Less clean up costs \$ ( )
<b>TOTAL DAMAGE DEPOSIT REFUND OWING</b>		\$

<b>MAKE CHEQUE PAYABLE TO:</b>
--------------------------------