

**Ministry of Forests, Lands, Natural Resource Operations and Rural Development  
FRPA, FRR Sec 16. Commercial Use Recreation Agreement**

This Recreation Agreement is issued under the authority of Section 118 of the *Forest and Range Practices Act* and Section 16 of the Forest Recreation Regulations.

From:

HER MAJESTY THE QUEEN IN RIGHT  
OF THE PROVINCE OF BRITISH COLUMBIA  
The Minister, Ministry of Forests, Lands and  
Natural Resource Operations (the "Province")  
at the following address:

Ministry of Natural Resource Operations  
Recreation Sites and Trails Branch  
Sea to Sky District

101-42000 Loggers Lane  
Squamish BC  
V8B 0H3  
604-898-2125

To:

Patrick Subarsky  
Ambleside Production Services Inc  
RE: The 100 filming at Strawberry Point Recreation Site

**THE PROVINCE AND THE PERMITTEE AGREE AS FOLLOWS:**

**Article I - GRANT OF AGREEMENT**

1.01 Subject to this Agreement and in consideration of the Permittee's covenants in it, the Recreation Officer of the **Sea to Sky Recreation District** grants to the Permittee the right, during the term of this Agreement, to use or manage the Agreement Area within the Provincial Forest for the following purpose:

**PURPOSE : As per the attached filming proposal *The 100 : Filming at Strawberry Point Rec. Site***

1.02 The Agreement Area is the area within Strawberry Point Recreation Site.  
REC0221 .

SITE/TRAIL NAME: Strawberry Point Recreation site REC0221

- 1.03 Nothing in this Agreement grants to the Permittee the exclusive use and occupancy of the Agreement Area.
- 1.04 The Permittee must carry a copy of this Agreement when undertaking activities in the Agreement Area under this Agreement.

## **Article II - DURATION**

- 2.01 The duration of this Agreement is for a term of 4 days commencing at **0500 hrs** September ~~13<sup>th</sup>~~ 2018 and ending at 2359 hrs. on September **16<sup>th</sup>**, 2018  
16th *AM* 21st *AM*

## **Article III - INDEMNITY AND INSURANCE**

- 3.01 The Permittee will indemnify and save harmless the Province, its servants, employees and agents against all losses, claims, damages, actions, costs and expenses that the Province, its servants, employees and agents may sustain, incur, suffer or be put to at any time arising, directly or indirectly, from any act or omission of the Permittee, its employees, agents, contractors, clients, invitees and licensees under this Agreement, except for any liability arising from any independent, negligent act of the Province.
- 3.02 The Permittee will, during the term of this Agreement, maintain and pay for, with insurers licensed in British Columbia, Comprehensive General Liability Insurance in an amount no less than **\$2,000,000** inclusive per occurrence against personal injury, property damage and liability assumed under this contract. The Province is to be added as an insured under this policy and the policy must include a cross liability clause.
- 3.03 All insurance required to be maintained by the Permittee under this Agreement must be primary and may not require insurer of the Province to share or contribute to any loss.
- 3.04 The Permittee shall provide the Province with evidence of insurance, prior to commencement of the activity, in the form of completed Province of British Columbia Certificate of Insurance (attached completed form.)
- 3.05 All policies of insurance required to be maintained by the Permittee under this Agreement must be endorsed with a requirement that the Province be provided 30 days prior written notice of cancellation of or a material change to the policy.
- 3.06 The Permittee waives all rights of recourse against the Province with regard to damage to the property of the Permittee.

## **Article IV - INSPECTION**

- 4.01 An inspection of the Agreement Area will be completed by a Designated Government Official, upon completion of the event, to assess whether the Permittee has met the conditions of this Agreement. Inspections may also be conducted during the event. The Permittee may attend these inspections and the Permittee may be advised in writing (or verbally) by the Province of any conditions requiring correction to meet the terms and conditions of this Agreement.

**Article V - MISCELLANEOUS**

- 5.01 Nothing in this Agreement will be considered to have been waived by the Province unless such waiver is in writing.
- 5.02 The Permittee will perform the covenants and will observe the conditions, set out in the attached schedules A and B.

**Article VI - INTERPRETATION**

- 6.01 In this Agreement, unless the contract otherwise requires, the singular includes the plural and the masculine included the feminine, corporation and body politic.
- 6.02 The captions and headings contained in the Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions of the Agreement.
- 6.03 In this Agreement, a reference to an enactment of the Province of British Columbia or of Canada includes a reference to any subsequent enactment of like effect, and unless the contract otherwise requires, all statutes referred to in this Agreement are enactment's of the Province of British Columbia.
- 6.04 If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will be enforceable to the fullest extent permitted by law.

IN WITNESS WHERE OF the parties have duly executed this Agreement.

Signed and Delivered on behalf of the Province by a duly authorized representative of the Province.

Alistair McCrone  
**(Name) Recreation Officer**

September 4<sup>th</sup> 2018\_\_

**Signature:** 

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### **Schedule A**

#### Covenants and Conditions:

The Permittee will perform the covenants and will observe the conditions, set below:

1. Comply with all laws, bylaws, order, directions, ordinances and regulations of any competent governmental authority in any way affecting the Agreement Area, the Recreation Sites and Trails, its use and occupation or the Permittee's operation under this Agreement.
2. Comply with all orders and directions made, verbally or in writing by a designated government official (as defined in the *Forest and Range Practices Act of British Columbia*) relating to the Recreation Site/Trails, this Agreement or the Agreement Area.
3. Ensure that all event participants are familiar with:
  - (a) the *Forest and Range Practices Act*, and the *Forest Recreation Regulation* as they pertain to the use of Recreation Sites and Trails.
  - (b) the terms of this Agreement as they affect public conduct in the Agreement Area.
8. Ensure any damage to the site/trail network shall be remedied and all refuse or other material resulting from the activities shall be cleaned up on completion of the event.
9. Remove any debris resulting from the activity.
11. Ensure that public access within or to the Agreement Area is not interfered with and that the activities of any other person does not interfere with or cause safety concerns for the event in the Agreement Area.
12. As determined by the Province, pay for repairs to/for any damage caused to the property of the Province by the Permittee, his employees, agents, clients, invitees, contractors and licensees. Repairs will be completed to the satisfaction of the Province.
13. Post adequate event safety signage and ensure adequate compliance with them.
14. Ensure all permits are completed with other agencies.
15. Shall immediately notify the Recreation Officer of any emergencies, any accidents requiring medical attention, safety problems, or any environmental problems or damages.

**Schedule B**  
**Special terms and conditions**

1. Public access and use of the Recreation Site/Trail may not be unduly restricted.
  - a. Adequate parking for public use must be available
  - b. Temporary closures may be permitted for operational or safety reasons.
  - c. If there are parking concerns or traffic concerns in the operating area it may be necessary to inform the public and provide alternative parking area
2. Through signage or staffing you must inform site/trail users of your activity and safety or operational concerns that affect the public use of the area
3. You may use two dirtbikes within the recreation site for the purpose of filming. The dirtbikes may only travel to and from the filming location on the access trail and be used for filming only. All tracks and signs of dirtbike use in the recreation site must be removed at the end of your activity. With the exception of the access road and parking lot no other use of motorized vehicles within in the recreation site is authorized.