

LICENSE AGREEMENT TO USE HIGHWAY RIGHT OF WAY FOR MOTION PICTURE, TELEVISION, OR OTHER FILM PRODUCTIONS

IN PURSUANCE OF THE *TRANSPORTATION ACT*, S.B.C. 2004, c. 44

THIS AGREEMENT dated for reference April 17, 2018.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Transportation and Infrastructure (the "Province")

AND:

Travelers Three Peacock Inc. a body corporate, incorporated under the laws of the Province of British Columbia under Certificate of Incorporation No. BC1151071, and having its registered office at 4084 McConnell Court, Suite 200, Burnaby, BC V5A 3L8 (the "Licensee")

WHEREAS

- A. The Licensee wishes to use and occupy for the purpose of the photographing, filming, and production of a photoplay, film, motion picture, television production, or other recording certain lands that are vested as public highway and administered by the Province.
- B. The Province has agreed to grant to the Licensee and the Licensee has agreed to accept from the Province a temporary licence to use and occupy the lands referenced in Recital A for the purpose of the photographing, filming, and production of a photoplay, film, motion picture, television production, or other recording on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and of the sum of \$1.00 now paid by the Licensee to the Province (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.01 In this Agreement:

- (a) **"Hazardous Substance"** means any hazardous, toxic, dangerous and potentially dangerous material or substance, any liquid or gaseous material and any other substance which is reasonably capable of causing pollution or contamination to air, land or water, including those defined as or included in the definitions of "dangerous goods" "deleterious substance", "hazardous substances", "hazardous wastes", "hazardous materials", "extremely hazardous wastes", "restricted hazardous waste", "toxic substances", "special waste", "waste" or words of similar import under any applicable Environmental Laws, including the *Canadian Environmental Protection Act*, S.C. 1999, c. 33, the *Fisheries Act*, R.S. 1985, c. F-14, the *Transportation of Dangerous Goods Act*, S.C. 1992, c. 34, the *Canada Water Act*, R.S. 1985, c. C-11 and the *Environmental Management Act*, S.B.C. 2003, c. 53;
- (b) **"Highway"** means the highway known as **Copper Drive and Highway 99 Pullout**, as more particularly described in Schedule "A" of this Agreement;

- (c) **“Highway Works”** means the works of the Province to provide for and maintain public passage upon the Highway which, from time to time during the Term of this Agreement, may be undertaken by the Province, or caused by the Province to be undertaken by an authorized representative, agent, contractor, or employee of the Province;
- (d) **“Hours of Operation”** means the daily hours of operation during which the Licensee may occupy the Licence Area on specified days, all as described in Schedule “A” of this Agreement;
- (e) **“Licence Area”** means the area and lands comprising the Highway as described in Schedule “A” of this Agreement;
- (f) **“Licensee Representative”** means the person designated by the Licensee in accordance with Article 10 of this Agreement;
- (g) **“Minister”** means the member of the Executive Council of the Province who is charged with the administration of the *Transportation Act*, S.B.C. 2004, c. 44 and includes the Minister’s deputy and any person authorized to act for or on behalf of either of them with respect to any matter under, in connection with, or relating to this Agreement;
- (h) **“Ministry Representative”** means the person designated by the Province in accordance with Article 10 of this Agreement;
- (i) **“Production Activities”** means the photographing, filming, and production of a photoplay, film, motion picture, television production, or other recording, and includes the preparation, operational, dismantling, removal and restoration activities of the Licensee upon the Licence Area as are more particularly described in Schedule “C” to this Agreement;
- (j) **“Safety and Security Procedures”** means the safety and security procedures, including without limiting the generality of the foregoing, specifications for signage and traffic control as may be issued by the Province from time to time and set out in Schedule “B” to this Agreement; and
- (k) **“Term”** means the aggregate time periods designated as Hours of Operation, as such time periods may be extended or otherwise amended in accordance with the terms of this Agreement.

ARTICLE 2

GRANT

- 2.01 The Province grants to the Licensee a non-exclusive licence to enter upon and occupy the Licence Area during the Term for the purpose of carrying out the Production Activities subject to and in accordance with the terms and conditions of this Agreement.
- 2.02 Notwithstanding section 2.03 of this Agreement, the Province will be under no obligation to renew or extend the terms of this Agreement following its termination or expiration.

- 2.03 The Province, upon the prior written request of the Licensee, may, in its sole discretion, agree to extend the Term of the licence granted to the Licensee in this Agreement for a further period of time which shall not exceed 30 days, subject to all the terms and conditions herein contained excepting this right of the Province to extend the Term of this Agreement.

ARTICLE 3 **LIMITS ON LICENCE**

- 3.01 The Licensee acknowledges and agrees that this Agreement does not grant to the Licensee any proprietary or property rights or interests in the Licence Area.

ARTICLE 4 **COVENANTS OF THE LICENSEE**

- 4.01 The Licensee covenants that the Licensee will:
- (a) enter upon and occupy the Licence Area solely for the purpose of carrying out the Production Activities;
 - (b) not interfere with or otherwise impede;
 - (i) other than as expressly authorized under this Agreement,
 - (1) the provision of maintenance services in connection with the Highway, or
 - (2) public passage on the Highway, or
 - (ii) the approach, movement, passage or travel upon the Highway of an emergency vehicle as defined in the *Motor Vehicle Act*, R.S.B.C. 1996, c. 318;
 - (c) permit the authorized representatives of the Minister to enter upon the Licence Area at any time for any purpose;
 - (d) comply with and perform the Safety and Security Procedures set out in Schedule "B" of this Agreement;
 - (e) observe, abide by and comply with all laws, bylaws, orders, directions, ordinances and regulations of any competent governmental authority directly or indirectly applicable to the Licensee, the carrying out of the Production Activities or this Agreement;
 - (f) obtain all licenses, permits, and approvals which may be required by law, bylaw, order, direction, ordinance and regulation of any competent governmental authority in connection with or relating to the Licensee and the carrying out of the Production Activities under this Agreement;
 - (g) abide by and conform to and cause its employees, servants, agents, invitees and contractors to abide by and conform to any rules, directives or policies as may be issued by the Province from time to time in connection with coordinating the Production Activities with the Highway Works;
 - (h) maintain in full force and effect the insurance referred to in Article 8 of this Agreement and not do any act or thing which would invalidate all or any part of such insurance coverage;

- (i) arrange for, provide and cause to be provided all supervision, management, labour, temporary services, handling, transport and all other things necessary to comply with the Safety and Security Procedures;
 - (j) repair and restore the Licence Area in accordance with written directives as may be issued by the Province from time to time (reasonable wear and tear from the Production Activities excepted);
 - (k) maintain the Licence Area during the Term in a safe, clean and sanitary condition to the reasonable satisfaction of the Province;
 - (l) not commit or suffer any willful or voluntary waste, spoil or destruction on the Licence Area or do or suffer to be done on the Licence Area anything that may be or become a nuisance or annoyance to the owners or occupiers of adjoining land; and
 - (m) on the expiration or earlier termination of this Agreement, comply with the provisions of Article 9 of this Agreement and, to the extent necessary, this covenant will survive the expiration or earlier termination of this Agreement.
- 4.02 For greater certainty, the Licensee acknowledges and agrees that nothing contained in this Agreement derogates from the rights, powers and discretions of the Minister of Transportation and Infrastructure under the *Transportation Act*, S.B.C. 2004, c. 44, or any other applicable law, regulation, or bylaw.

ARTICLE 5 ENVIRONMENTAL PROVISIONS

- 5.01 The Licensee covenants that the Licensee shall keep the Licence Area free of all Hazardous Substances and shall not;
- (a) cause or permit the Licence Area or any part thereof to be used for storage, or disposal of Hazardous Substances; and
 - (b) bring, permit, or suffer to be brought Hazardous Substances on the Licence Area or any part thereof.
- 5.02 The Licensee shall, upon becoming aware of any deposit or spill of a Hazardous Substance in, under or on the Licence Area:
- (a) give written notice to the Province of such deposit or spill; and
 - (b) promptly comply with all lawful orders or requests from the Province, or any government authority relating to the deposit or spill, including by promptly undertaking and completing all removal and remedial actions required by any and all applicable laws necessary to contain, remove and clean up any such Hazardous Substance and that removal shall be to the reasonable satisfaction of the Province.
- 5.03 Notwithstanding section 5.02, the Province may undertake to, but shall not be obliged to, carry out the lawful orders or requests referred to in section 5.02 of this Agreement, and the Licensee will immediately pay to the Province all costs and expenses incurred by the Province in so doing.

5.04 The covenants contained in this Article shall survive the expiry or earlier termination of the Agreement.

ARTICLE 6 ASSIGNMENT

6.01 The Licensee will not assign, sublicense or transfer the license created under this Agreement, in whole or in part.

ARTICLE 7 REPRESENTATIONS AND WARRANTIES OF THE PROVINCE

7.01 The Province has made no representations or warranties' regarding the Licence Area and the Licensee accepts and shall use and occupy the Licence Area in an "as-is" condition for the sole purpose of carrying out the Production Activities.

ARTICLE 8 INSURANCE AND INDEMNITY

8.01 Without limiting the obligations or liabilities of the Licensee under this Agreement, the Licensee will obtain and maintain in force during the Term insurance, in form, content and amounts acceptable to the Province as follows:

- (a) commercial general and excess/umbrella liability insurance containing a cross liability clause and providing coverage to a limit of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, death and property damage and including liability assumed under contract, which may occur or arise directly or indirectly out of the acts or omissions of the Licensee, the Province or their agents, contractors, subcontractors, employees, servants, guests or invitees, in, upon and about the Licence Area;
- (b) if any licensed or unlicensed vehicles are owned, leased, rented or used in the performance of this Agreement, automobile liability coverage with inclusive limits of not less than \$2,000,000.00 providing third party liability and accident benefits insurance for all such vehicles; and
- (c) if aircraft (including helicopters) are owned, leased, rented or used in the performance of this Agreement, third party liability coverage with inclusive limits of not less than \$5,000,000.00.

8.02 The insurance required under section 8.01 will be endorsed to include Her Majesty the Queen in Right of the Province of British Columbia, as represented by the Minister of Transportation and Infrastructure and its employees, agents and servants as an Additional Named Insured.

8.03 The Licensee will deliver to the Province prior to execution of this Agreement by the parties evidence of insurance issued to comply with the insurance requirements set out in section 8.01 and 8.02 by way of a duly executed Ministry Certificate of Insurance (H-111) and, on the request of the Province, a duly executed Insurance Corporation of British Columbia form (APV47 form or APV250), and the Licensee will, upon the request of the Province made at any time or times, deliver to the Province evidence, by way of a duly completed Ministry Certificate of Insurance and a duly executed Insurance Corporation of British Columbia form (APV47 form or APV250), that the insurance remains in force and effect or evidence of renewal of the insurance.

- 8.04 The Licensee will deliver to the Province, upon the request of the Province made at any time or times, the original version or duly executed certified copies of all current insurance policies and endorsements to comply with the insurance requirements set out in sections 8.01 and 8.02.
- 8.05 The Licensee will not cancel, reduce, materially alter or change the insurance required under section 8.01 without prior written notice delivered to the Ministry Representative in accordance with Article 9 of this Agreement.
- 8.06 The Licensee will pay all premiums and moneys necessary to obtain and maintain the insurance required under sections 8.01 and 8.02 as the same become due.
- 8.07 The Licensee covenants with the Province that the Licensee will indemnify and save harmless the Province and the Minister from and against;
- (a) all claims, losses, demands damages, costs, expenses, fines, penalties, assessments, levies and liabilities, including fees of solicitors and other professional advisors, made against or incurred, suffered or sustained by the Province and the Minister or either of them at any time or times (whether before or after the expiration or sooner termination of this Agreement where the same or any of them are based upon or arise out of or from:
 - (i) anything done or omitted to be done by the Licensee, its agents, servants, contractors, subcontractors, employees, servants, guests or invitees in, upon, or about the Licence Area pursuant to this Agreement or in connection with the use and occupation of the Licence Area by the Licensee; or
 - (ii) personal and bodily injury, death or property damage occurring or happening in, upon or about the Licence Area by virtue of the use or occupation of the Licence Area by the Licensee, its agents, servants, contractors, subcontractors, employees, servants, guests or invitees, and
 - (b) from any fines, penalties or expenses levied or charged against the Province or the Licensee by any governmental authority, court or board pursuant to any law, by-law or regulation for the protection of the environment as a result of the use or occupation of and the activities of the Licensee on the Licence Area during the Term of this Agreement.
- 8.08 The indemnities contained in this Article will survive the expiration or termination of this Agreement.

ARTICLE 9 EXPIRY AND TERMINATION

- 9.01 Subject to section 4.02 of this Agreement, and notwithstanding any other section of this Agreement, the Province may, in its sole discretion, terminate this Agreement upon 10 days written notice of termination to the Licensee and termination will be effective upon delivery to the Licensee or to the Licensee Representative of the notice of termination.
- 9.02 The Licensee acknowledges and agrees that it will make no claim for compensation, in damages or otherwise, as a result of the termination of this Agreement under this Article.

9.03 On the expiration or earlier termination of this Agreement, the Licensee will,

- (a) peaceably quit and deliver possession of the Licence Area to the Province in as good a condition as when the Licensee originally entered, reasonable wear and tear excepted; and
- (b) repair and restore the Licence Area to a state at least equivalent to the state of repair and condition of the Licence Area at the commencement of the Term, reasonable wear and tear from Production Activities excepted.

9.04 If any equipment, apparatus and other improvements or fixtures of the Licensee remains at the Licence Area later than one day after the expiration or earlier termination of this Agreement, the Province may, in addition to any other remedies available to the Province, remove such equipment, apparatus and other improvements and fixtures from the Licence Area and the Licensee will pay to the Province, on demand, all expenses incurred by the Province, including the costs of removal, and if any such equipment, apparatus or other improvement or fixture is not claimed by the Licensee within 3 months of the date of seizure by the Province, such equipment, apparatus or other improvement or fixture will be absolutely forfeited to and become the property of the Province.

9.05 If, after one day following the expiration or sooner termination of this Agreement, the Province determines that the Licensee has not complied with the covenants in section 9.03 of this Agreement, in addition to any other right, power or remedy existing or available to the Province under this Agreement, at law or in equity, the Province may do all things and expend all funds reasonably necessary to;

- (a) repair and restore the Licence Area to a state at least equivalent to the state of repair and condition of the Licence Area at the commencement of the Term, reasonable wear and tear from Production Activities excepted; and
- (b) repair and restore the Licence Area in as good a condition as when the Licensee originally entered, reasonable wear and tear excepted,

and the Licensee will pay to the Province, on demand, all expenses incurred by the Province, including the costs of repair, removal, and restoration.

ARTICLE 10

DESIGNATIONS

10.01 The Province and the Licensee will designate a Ministry Representative and a Licensee Representative, respectively, and each of the Province and the Licensee will advise the other party of the identity of those designated persons upon execution of this Agreement.

10.02 Each party may, from time to time, by notice in writing to the other party, designate a Ministry Representative or a Licensee Representative, other than the persons designated in section 10.01, as applicable.

10.03 The Ministry Representative and the Licensee Representative will exercise their best efforts to co-operate and consult with each other in the administration of this Agreement during the Term, including for purposes of greater clarity, during an extension of the Term pursuant to section 2.03 of this Agreement.

ARTICLE 11

NOTICE

11.01 Subject to section 11.02 and section 11.03 of this Agreement, any notice, document or communication required or permitted to be given under this Agreement must be in writing and will be deemed to have been given if delivered by hand, courier, facsimile or double-registered mail to the party to whom it is to be given as follows:

- (a) to the Province,
 - (i) the Ministry Representative or any person authorized to act for or on behalf of the Ministry Representative with respect to any matter under this Agreement; or
 - (ii) the following address:

Ministry of Transportation and Infrastructure
Suite 310 – 1500 Woolridge Street
Coquitlam, B.C. V3K 0B8

Attention: Amy Barker
Senior District Development Technician

and

- (b) to the Licensee,
 - (i) the Licensee Representative; or any person authorized to act for or on behalf of the Licensee Representative with respect to any matter under this Agreement
 - (ii) the following address:

Travelers Three Peacock Inc.
4084 McConnell Court, Suite 200
Burnaby, BC V5A 3L8
Mobile: (604) 250 6169

Attention: Heather Vedan
Location Manager

11.02 A party may, by notice in writing to the other, specify another address for service of notices under this Agreement and, where another address is specified under this section, notice must be delivered to that address in accordance with this Article.

11.03 The Licensee may deliver to the Province a request for extension of the Term of this Agreement under section 2.03, by email communication to the Province at the following email: Filming@gov.bc.ca.

ARTICLE 12

MISCELLANEOUS

- 12.01 No term, condition, covenant or other provision of this Agreement will be considered to have been waived by the Province unless the waiver is expressed in writing by the Province. The waiver by the Province of any breach by the Licensee of any term, condition, covenant or other provision of this Agreement will not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant or other provision of this Agreement and the consent or approval of the Province to any act by the Licensee requiring the consent or approval of the Province will not be considered to waive or render unnecessary the consent or approval of the Province to any subsequent same or similar act by the Licensee.
- 12.02 No remedy conferred upon or reserved to the Province is exclusive of any other remedy in this Agreement or provided by law, but that remedy will be in addition to any other remedy existing or available to the Province under this Agreement, at law, in equity, or by statute and in the event the Province seeks injunctive relief the Province will give the Licensee 24 hours notice thereof, provided that the reason for seeking an injunction does not relate to acts or omissions of the Licensee impacting on public safety. As between the Province and the Licensee, all rights in and to all photography and sound recordings made under this Licence Agreement shall be solely owned by the Licensee and, notwithstanding the prohibition in article 6, above, against assigning the licence granted under this Agreement, the Province acknowledges that Licensee may freely assign, sub-licence or transfer any and all rights in and to all photography and sound recordings made under this Agreement to any parent, subsidiary or affiliated entity in its sole discretion. The Province agrees that whatever remedies it may have or may pursue for a breach by the Licensee of any of its obligations hereunder, the sole restriction is that such remedies shall not include injunctive or other equitable relief seeking to in any way enjoin or restrain the distribution, advertising, marketing or exploitation of the motion picture currently entitled "**Travelers Season Three**" or any other work contemplated hereunder.
- 12.03 The terms and provisions of this Agreement will extend to, be binding upon and enure to the benefit of the parties, their successors and permitted assigns.
- 12.04 The Licensee acknowledges and agrees with the Province that the Province is under no obligation, express or implied, to provide any financial assistance or contribution toward the cost of carrying out the Production Activities and that the Licensee is solely responsible for all costs and expenses associated with its use of the Licence Area.
- 12.05 Nothing in this Agreement constitutes the Licensee as the agent, joint venture or partner of the Province or gives the Licensee any authority or power to bind the Province in any way.
- 12.06 If any provision of this Agreement or the application thereof to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be valid and enforceable to the extent permitted by law.
- 12.07 Time will be of the essence of this Agreement.

- 12.08 This Agreement constitutes the entire agreement between the parties in respect of the subject matter of this Agreement and no understandings, representations or agreement, oral or otherwise, exist between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement.
- 12.09 This Agreement may only be amended by a further written agreement executed by both parties.
- 12.10 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 12.11 All provisions of this Agreement in favour of the Province and all rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.
- 12.12 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.

ARTICLE 13 **INTERPRETATION**

- 13.01 Unless the context otherwise requires, any reference to “this Agreement” means this Agreement and the Schedules attached to it and any reference to any article, section, subsection or paragraph by number is a reference to the appropriate article, section, subsection or paragraph in this Agreement.
- 13.02 Each Schedule attached to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 13.03 Wherever the singular or masculine form is used in this Agreement it will be construed as the plural or feminine or neuter form, as the case may be, and vice versa where the context or parties so require.
- 13.04 The captions or headings in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope of meaning of any provision of this Agreement.
- 13.05 This Agreement will be governed by and interpreted according to the laws of the Province of British Columbia and, the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.
- 13.06 A reference in this Agreement to a statute whether or not that statute has been defined, means a statute of the province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it, and any enactment passed in substitution therefore or in replacement thereof.

SCHEDULE "A"

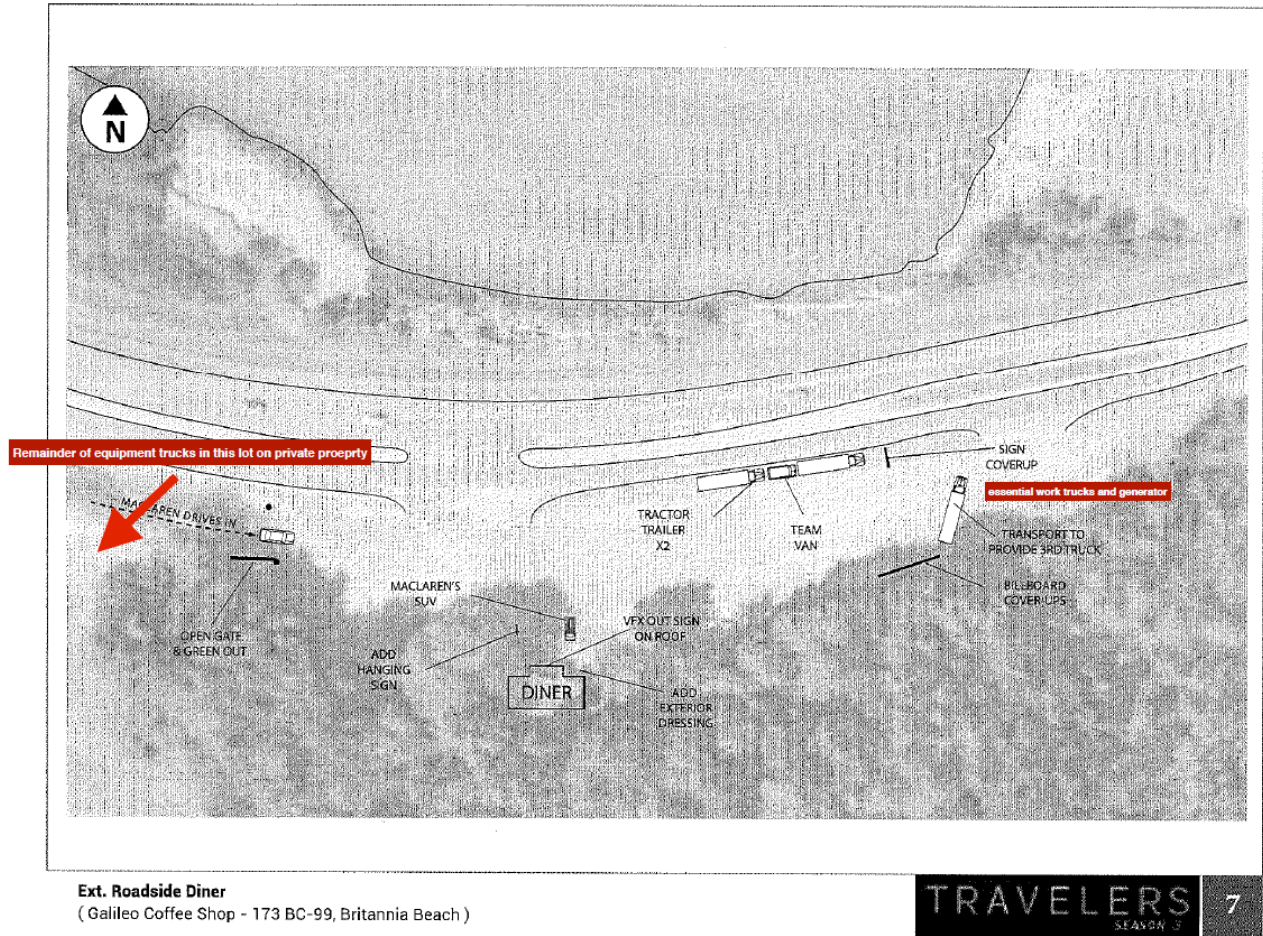
"Licence Area and Hours of Operation"

1. The Licence Area comprises all those lands designated within the heavy black line shown on the sketch plan attached in Appendix "I" to this Schedule and described as follows:
 - (a) **Copper Drive and Highway 99 Pullout**
2. The Hours of Operation are set out as follows:
for that part of the Licence Area described in **Section 1(a) of this Schedule:**
 - **Filming on Copper Drive April 23rd and April 25th**
 - **9:00AM to 3:00PM**
 - **Highway 99 Pullout closure:**
 - **6:00AM – 10:00PM**

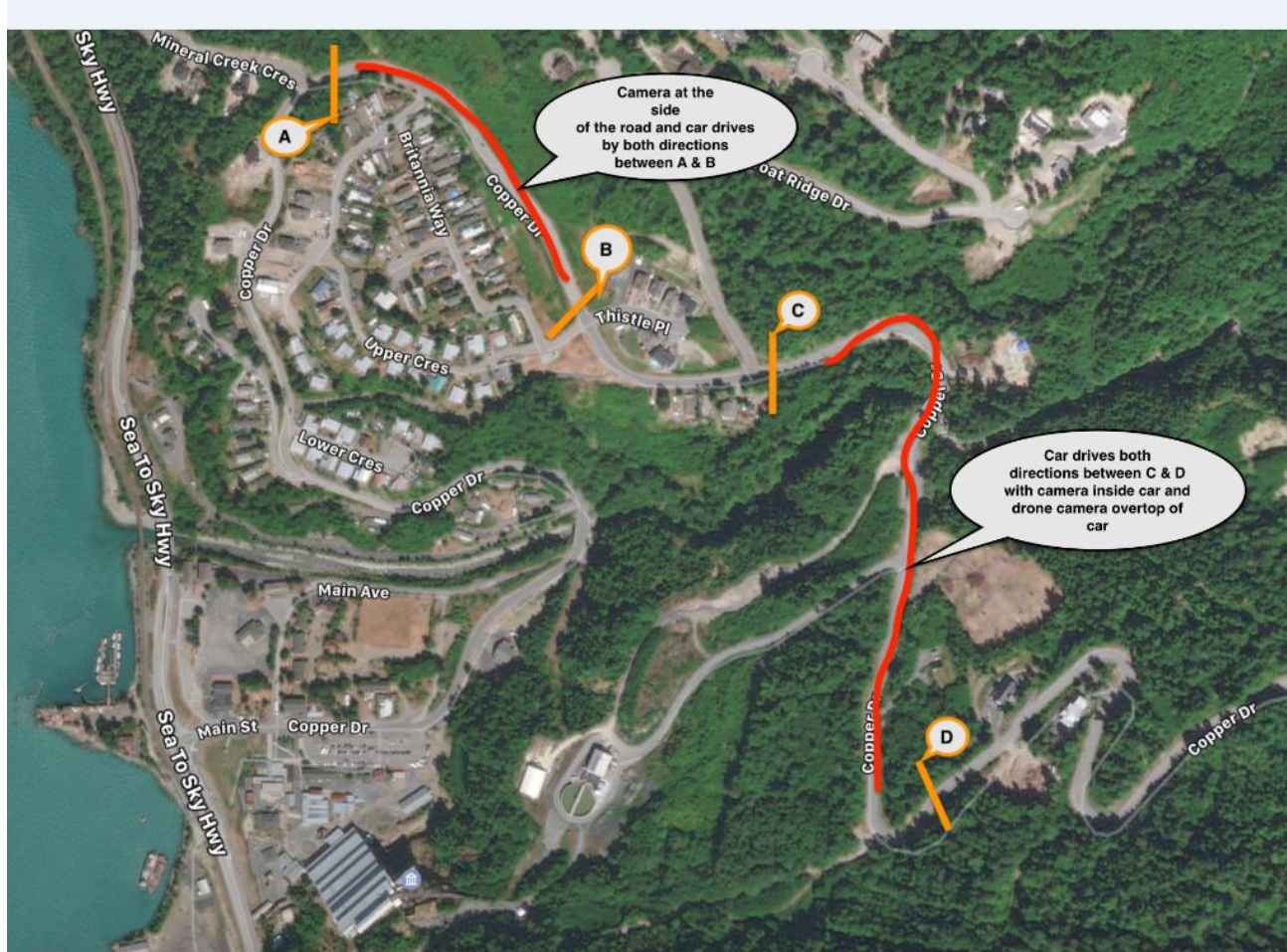
APPENDIX "I" to SCHEDULE "A"

"Licence Area" (see attached)

Licence Area – Highway 99 Pullout

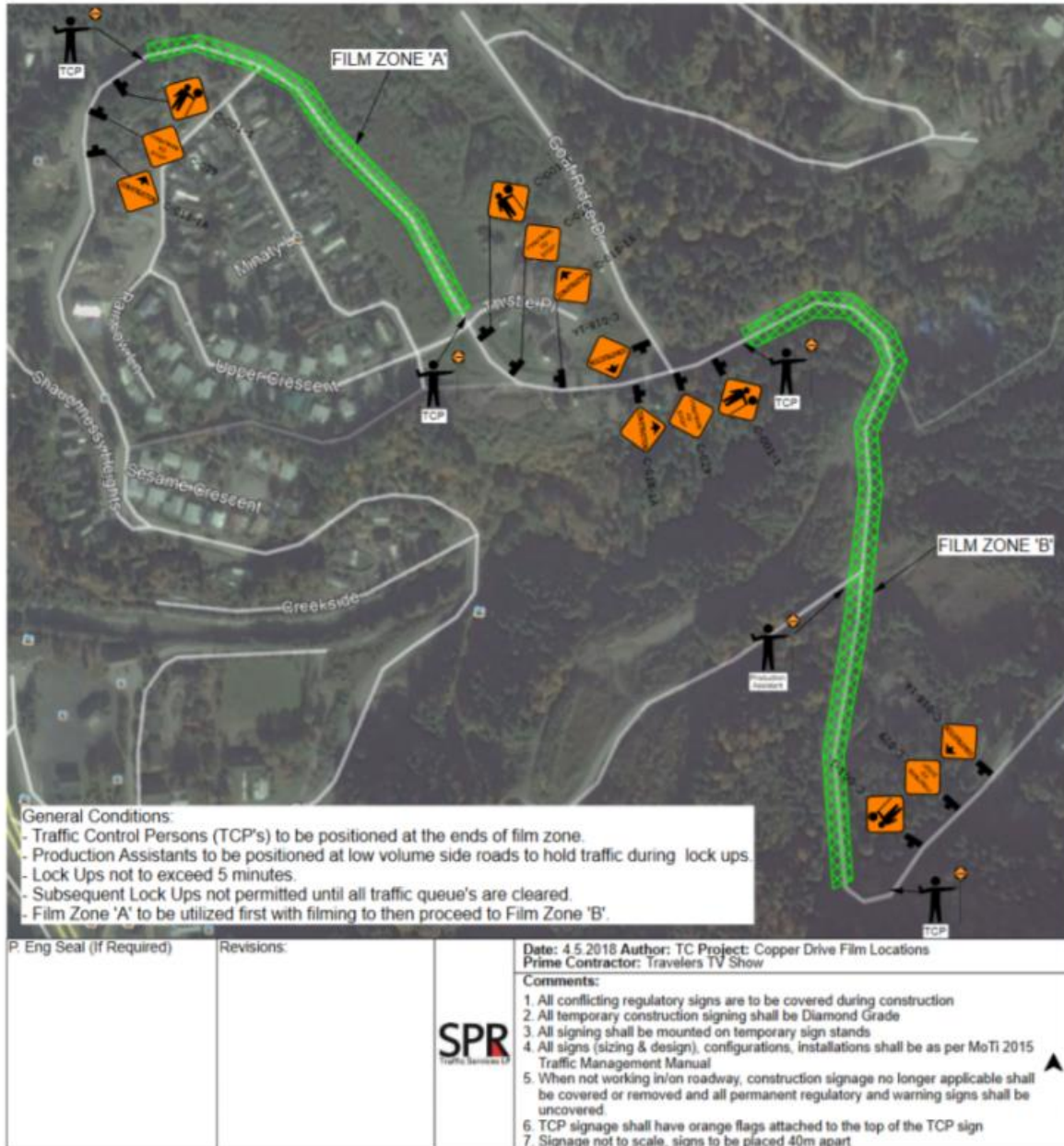


Licence Area – Copper Drive Filming



Traffic Management Plan

(full plan available upon request)



SCHEDULE "B"

"Safety and Security Procedures"

- 1) Travelers Three Peacock Inc. is responsible to implement without delay any traffic control requirements deemed necessary by either the RCMP or the Ministry Representative, to maintain the safety of the travelling public on the Highway.
- 2) The Ministry of Transportation and Infrastructure and/or the RCMP Officer has the authority to stop the filming activity should he/she deem it unsafe or should it be causing any delay, hazard, or dangerous distraction to the travelling public.
- 3) The security of all film vehicles and facilities of the production company, to be the **responsibility of Travelers Three Peacock Inc. A security person hired by Travelers Three Peacock Inc., to be stationed within the parking areas, during periods of high activity, to monitor the traffic and personnel entering or exiting the area**
- 4) The Ministry's Maintenance Contractor, Miller Capilano Contracting shall have priority over roads. In the event of a conflict, the activities of the Ministry of Transportation and Infrastructure, Miller Capilano Maintenance Corp., shall have priority.
- 5) Any lighting associated with this film activity will comply with the *Transportation Act*, Nuisance Lights section. Filming operation including bright lights, noise, and general activities as a result of the film will be kept as reasonable as possible, to ensure safety and to avoid any unnecessary distraction to regular traffic.
- 6) Travelers Three Peacock Inc., must comply with the *Transportation Act*, *Motor Vehicle Act* and *Workers Compensation Act*. Travelers Three Peacock Inc., to comply with all safety regulations in accordance with the Acts governing traffic movements on Provincial Highways.
- 7) Production vehicles and/or escorts must maintain highway speed at all times, and turn around using the normal "Rules of the Road". All traffic movements will be performed in a prudent and safe manner to ensure the safety of the travelling public on Copper Drive and Highway 99. No illegal left turns or unauthorized U turns permitted.
- 8) **Directional signage will NOT be permitted on Highway 99 (Sea to Sky Highway) for Travelers Three Peacock Inc., the Production Activities, or the crews and equipment.**
- 9) Travelers Three Peacock Inc., are responsible to ensure that all WorkSafe BC regulations are adhered to. **All Production Assistants and Traffic Control personnel must be equipped with WorkSafe BC approved high visibility apparel.**
- 10) All procedures for emergency (i.e., accidents, injury, incidents, fire, etc.) must be strictly adhered to. Emergency procedures and public safety shall take precedence over filming activity.
- 11) Travelers Three Peacock Inc., is responsible for the clean-up and removal of all litter and debris resulting from the filming.
- 12) Special Effects. Any and all Special Effects or Pyrotechnic activities are to comply with Ministry Acts and Regulations pursuant to the safety of the travelling public. Any and all smoke effects are to adhere to environmental policies. Smoke effects are not to distract motorists from the act of driving and any/all filming will not be permitted should the activity be deemed unsafe, or cause any delay, hazard, or potentially dangerous or disruption to the travelling public.

SCHEDULE "C"

"Production Activities"

The filming activities will be carried out and in accordance with the terms of this Agreement, as follows:

- **Filming of "Travelers Three" along Copper Drive and Highway 99 Pullout**
 - **This agreement is in effect on the following dates:**
 - **Filming on Copper Drive April 23rd and April 25th, 2018**
 - **9:00AM to 3:00PM**
 - **Highway 99 Pullout closure April 25th 2018**
 - **6:00AM – 10:00PM**
1. A Police Officer, Ministry Representative, or representative from the Ministry's Contractor, Miller Capilano Maintenance Corp., has the authority to stop filming should the activity be deemed unsafe, or cause any delay, hazard, or potentially dangerous or disruption to the travelling public.
 2. The Ministry's Maintenance contractor, Miller Capilano Maintenance Corp., shall have priority over Copper Drive. In the event of a conflict, the activities of the Ministry of Transportation and Infrastructure, the Maintenance Contractor shall have priority.
 3. **Travelers Three Peacock Inc.**, are to submit **Public Advisory Notices** to all residents Copper Drive, Britannia Beach regarding details of the filming. **Public Notices to be issued as soon as possible in advance of the film date.** Traffic Control Persons are to allow safe passage for residents. Any concerns relayed by local businesses or local community associations must be resolved prior to filming.
 4. Any lighting associated with this film activity will comply with the Transportation Act, Nuisance Lights section. Filming operation including bright lights, noise, and general activities as a result of the film will be kept as reasonable as possible, to ensure safety and to avoid any unnecessary distraction to regular traffic.
 5. This agreement is only related to filming within Ministry right of way. Any filming or occupation of private property will require separate permission from the property owner(s).
 6. All Traffic control personnel to have effective two-way radio communication via hand held radios and/or cellular phones to ensure communication is uninterrupted and maintained at all times during the filming.
 7. The application form and all documentation submissions from the Travelers Three Peacock Inc., shall form part of this agreement.
 8. Film activities shall yield right of way to emergency vehicles (ambulance, fire, police) as and when required.
 9. Travelers Three Peacock Inc. is responsible for the clean-up and removal of all litter and debris resulting from the filming operation.
 10. If the permittee proceeds with the filming it is deemed they have accepted all terms and conditions.