

Application for Location Filming for Commercial Purposes
At Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (Common Areas)
("the Property")

To: _____
Fax No. _____
No. of Pages _____ (including this sheet)
Email _____

1. Particulars of Applicant

Name of Company _____
Address _____
Name of Contact Person _____
Position in Company _____
Tel. No. _____ Mobile Phone No. _____ Fax No. _____
Email Address _____

2. Details of the Proposed Location Filming

- i. Name of the Proposed Film / Programme _____

- ii. Exact Location _____
(Please attach a location plan with sufficient details to identify the exact position where filming operation will take place e.g. ground floor, entrance plaza, M/F corridor, etc.)

- iii. Brief description of the filming & related activities *(The synopsis and scripts/storyboard of the particular scenes to be shot should be attached for reference. Please identify the scenes where the location filming is proposed to take place and provide the necessary script.)*

iv. Filming Schedule(s): (Attach your own schedule(s) if space is insufficient)

| | | | |
|---------------|------------|------------|------------|
| Date | | | |
| Location | | | |
| Setting up | From To | From To | From To |
| Filming | From To | From To | From To |
| Vacating time | From To | From To | From To |

*Remark: \$6,870 will be charged for the first four hours and \$1,935 for each subsequent four-hour block.

v. Purpose of Filming: (Delete whichever inapplicable*)

* Film/ TV/ Commercial/ Advertising/ Promotional/ Archival/ Public Affairs/ Documentary/ Educational/Other (please specify) _____

Please fill in the following for TV productions

a) Date & time of broadcast _____

b) Broadcast channel _____

vi. Total Number of Participants (filming crew and other production staff, actors/actresses etc.)

List of Director and Main Cast (leading Actors/Actresses)

vii. The number and type of vehicles to be used to carry the equipment and actors/actresses, and the requirement for the parking spaces

viii. Whether the use of Government power supply or any other utilities is required

(Please provide full details of the type and number of equipment(s) requiring power supply.)

- ix. Details, if applicable, on the use of any explosive(s) and/or inflammable material during filming
(*please see para. 4.2 of the Guidance Notes.*)
-
-

- x. Whether alteration(s) and reinstatement work(s) to Government Property will be required
(*Please give full details if the answer is positive.*)
-

3. Undertaking

I/We _____, on behalf of the _____ (the applying company) (hereafter referred to as "the Company"), have read the Guidance Notes and agreed to undertake to comply with the following terms and conditions and those stated in the Guidance Notes if this application is acceptable and granted by the Building Management Committee (hereafter referred to as "BMC")¹. And I/We have also understood that in the case of non-compliance, the sum deposited may be absolutely forfeited to the Government of Hong Kong Special Administrative Region (hereafter referred to as "the Government") and the Company will be responsible for any losses or damages:

- i) The Company shall restrict the use of the venue for the purpose stated in this application form during the permitted period of use and take all necessary precautions to ensure that such location filming will not cause any danger or personal injury or damage to the department users or any other persons.
- ii) The Company shall pay the charges and deposit before the filming can take place.
- iii) Refund of deposit will be arranged within 30 working days after the event if there is no damage to the premises and facilities.
- iv) The Company shall be responsible for any damage or injury howsoever caused arising directly and indirectly from carrying out the filming operations or activities in or about the permitted filming location.
- v) The Company shall be liable for and shall fully indemnify the Government against any expense, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of operations or activities in or about the permitted filming location.

- vi) The Company shall fully indemnify the Government against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and action which the Government may sustain or incur or which may be established against it by any person and which in any case arise out of:
 - the Company's negligence, recklessness or willful misconduct;
 - the Company's breach of any conditions set out herein; or
 - any of the Company's unauthorized act or omission.
- vii) For the purpose of implementing the conditions set out herewith, any act, default, neglect or omission committed by any servants, agents, contractors, or associates of the Company shall be deemed to the Company's act, default, neglect or omission.
- viii) For the avoidance of doubt, it is clearly stated that the permitting of the use of the venue is personal to the Company and there is no intention on the part of the Government to create a tenancy of whatsoever nature in the Company's favor. The Government shall have unimpeded access to the venue at all times during the permitted period of use.
- ix) If the Company should fail to observe any of the conditions set out herewith, or if the department users should require to take over the venue for the department users' own use during the permitted period of use, the BMC shall be entitled to withdraw the permission to use the venue without prior notice and without incurring any liability to pay the Company any direct or indirect damages. The hiring charges, if already paid, would be refunded on pro-rata basis in such circumstances.
- x) No property shall be removed from the permitted filming location.
- xi) The Company shall not allow any third parties (other than those permitted by the BMC) to enter or use the venue.
- xii) The Company shall not use the venue or permit or suffer the same to be used for any illegal or immoral purpose.
- xiii) The Company shall not, without prior approval of the BMC in writing, use any of the film shots in any film other than that stated in the application.

Authorized

Signature(s): _____

Name(s): _____

Position(s): _____

Date: _____



(Company Seal or Chop)

¹ Building Management Committee consists of members from Agriculture, Fisheries and Conservation Department, Home Affairs Department, Food and Environmental Hygiene Department, and Marine Department's representatives.

Guidance Notes on Application for Location Filming
At Tuen Mun Area 44 Joint-user Complex and Wholesale Fish Market (Common Areas)
("the Property")

1. Introduction

- 1.1 The applicant must read the Guidance Notes before submitting this application to the Building Management Committee (hereinafter referred to as BMC).
- 1.2 For the purpose of this application, location filming includes the activities of film shooting, video shooting and photographing.

2. Application Procedure

- 2.1 Application must be made in writing using the Application Form.
- 2.2 The application should reach Agriculture, Fisheries and Conservation Department (hereinafter referred to as AFCD) on behalf of the BMC by fax at 2314 2866 or by e-mail at hiuyan_li@afcd.gov.hk for the attention of Fisheries Officer (Marketing) 10 - 15 working days in advance of the proposed filming date to give sufficient time for seeking BMC permission for filming in the Common Areas of government joint-user buildings.
- 2.3 The application should state the purpose for which the Government of Hong Kong Special Administrative Region (hereinafter referred to as the Government) property is required. Information on the location, date, time, nature of activities, synopsis, description of the scenes, props set to be used, size of the crew and cast, number of vehicles and parking spaces required, use of the Government power supply or any other utilities, and use of any explosives and/or inflammable materials, etc. must be clearly stated and given in full in support of the application.

3. Charges

- 3.1 If this application is approved, a fee of \$6,870 for the first 4 hours and \$1,935 for each subsequent 4-hour block will be charged or part thereof (the fee is subject to revision). The fee is to cover the Government's administrative and supervisory overheads. However, if extra resources from the Government are required to facilitate the application or to take part in the production, the actual cost(s) plus overheads will be charged.

- 3.2 The applying company should liaise with the current management agent of the Property for engaging two security guards at its own cost to monitor the whole set-up and filming activities.
- 3.3 The applying company shall effect a public liability insurance at its own expense in the sum of \$6.5 million to \$30 million (depending on the risk level) in the joint names of the Government and the company, with terms and conditions to be approved by the BMC.
- 3.4 A refundable deposit equal to the rental fee is required and shall be retained by the Government until all the terms set out above have been duly observed and performed, in which case it will be repaid to you without interest or compensation. In case of any breach of the terms, it will be used to remedy the same without prejudice to the right of the Government to recover damages in respect of any such default over and above the amount of the deposit.
- 3.5 The applicant is required to pay the rental fee and deposit by demand notes at the assigned shroff such as mobile postal offices, convenience stores, phone or e-banking. Payment receipt issued by the AFCD on behalf of BMC, payment receipt of additional guard service issued by the property management agent as required in condition 3.2, and the insurance policy and respective payment receipt as required in condition 3.3 should be sent to AFCD representative no less than 3 working days before filming.
- 3.6 If the application is accepted, the applicant is required to sign an undertaking enclosed in the application form to indemnify the Government from all claims against the Government and any damages to the Property and injuries to persons arising from the location filming.
- 3.7 Your company shall be liable for and shall fully indemnify the Government against any expenses, liability, loss, claim or proceedings in respect of any damage whatsoever to any property real or personal insofar as such damage arises out of or in the course of or by reason of the carrying out of the filming operations or activities in or about the Property and is due to any negligence, omission or default of your company or any person for whom your company is responsible.
- 3.8 Your company shall be liable for and shall fully indemnify the Government against any expenses, liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the carrying out of the filming operations or activities in or about the Property.

4. Conditions

- 4.1 The applicant should make his own arrangements to obtain any necessary insurance, license/permit from the appropriate authorities in respect of the location filming.
- 4.2 Without the BMC's prior consent in writing, lighting of fire or the use of fireworks, explosives and any pyrotechnic material is strictly prohibited.
- 4.3 The applicant should follow the directions and instructions given on site by the BMC's authorized personnel(s) (e.g. staff of the BMC's property management contractor).
- 4.4 The applicant shall not, without the prior written approval of the BMC, erect any fixtures or fittings in the premises or make any alterations to the premises, inclusive of any fittings therein.
- 4.5 Filming shall not cause nuisance, disturbance or inconvenience to the department users, or interfere with the normal departmental operation.
- 4.6 The name of the property shall not be identified unless permission is first sought.
- 4.7 The nature of the film shall not be a cause of embarrassment to either the Government, or the Property itself or any of its occupants whether they be tenants or their visitors or other invitees or licencees, nor should it offend the laws of Hong Kong or be of immoral, defamatory or political flavour.
- 4.8 The applicant shall upon leaving the premises or upon the expiry of the permitted period of use as the case may be:
 - (a) remove at his own cost all its equipment(s), fitting(s) and fixture(s) from the Government premises;
 - (b) leave the premises in a clean, hygienic and tidy condition to the satisfaction of the BMC; and
 - (c) if props, debris remained after the location filming and or damages have been caused to the Government premises, the applicant shall bear any costs in full plus overhead that the Government will charge.
- 4.9 Additional conditions may be specified by the Government when circumstances so justify.
- 4.10 Shooting of films intended for film classification of Category III, be it of violence or pornographic in nature, shall not be permitted.
- 4.11 The film company/applicant shall not film or record or portray anything which might bring the Government into disrepute or which might associate the venue with illegal or immoral activities.

4.12 The film company/applicant shall be liable for and shall fully indemnify the Government against any expense, liability, loss, claim or proceedings whatsoever caused arising directly and indirectly of carrying out of the filming operations or activities.

4.13 The application will not be considered if the information as provided or as requested is not complete.

4.14 Approval of the application will be at the absolute discretion of the approving authority.

4.15 This Agreement has been translated into Chinese for reference. In the event of any conflict or inconsistency between the English text and the Chinese translation of this Agreement, the English text shall prevail.