

Application Form

Application for Location Filming at Wholesale Food Market under the jurisdiction of Agriculture, Fisheries and Conservation Department

1. Particulars of Applicant

Name of the Company _____

Address _____

Name of the Contact Person _____

Position in Company _____

Tel. No. _____ Mobile Phone No. _____ Fax. No. _____

Email Address _____

2. Details of Filming

Title of Production/ Programme _____

Filming Venue & Exact Location _____

(Please attach a location map with sufficient details to identify the exact position where filming operation will take place, e.g. ground floor, pier, stall nos. etc.)

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

<i>Date*</i>	
<i>Time*</i> <i>(including set up , filming & vacating time)</i>	<i>from</i> <i>to</i>

**Remark: \$7,000 will be charged for the first four hours and \$1,770 for each subsequent four-hour block.*

Purpose of Filming (*Delete whichever inapplicable**)

Film/ TV/ Commercial/ Promotional/ Archival/ Public Affairs/ Documentary/

Educational/ Other* (Please specify) _____

Brief description of the filming & related activities (The synopsis and scripts/storyboard of the particular scenes to be shot should be attached for reference.)

Number of film crew members (*production staff and actors/actress, etc*)

List of Director and the Main Cast

Use of power supply or any other utilities (Please provide full details of the type and number of equipment(s) requiring power supply and other utilities.)

Details of the use of any explosive(s) and/or inflammable material during filming (Please see para. 4.3 of the Guidance Notes.)

Any alteration(s) and reinstatement work(s) to Wholesale Food Market (Please give full details if any.)

Please fill in the following for TV productions

- a) Date & time of broadcast _____
- b) Broadcast channel _____

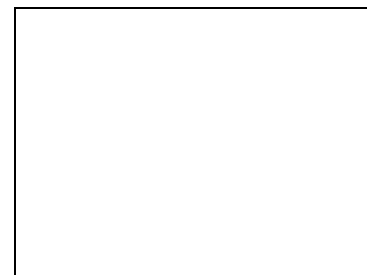
3. Undertaking

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 Agriculture, Fisheries and Conservation Department (AFCD). And I/We have also understood that in the case of non-compliance, the sum deposited may be absolutely forfeited to AFCD 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 AFCD 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 AFCD 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 AFCD against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and action which AFCD 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 AFCD to create a tenancy of whatsoever nature in the Company's favor. AFCD 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 AFCD should require to take over the venue for AFCD's own use during the permitted period of use, AFCD 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 AFCD) 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 AFCD in writing, use any of the film shots in any film other than that stated in the application.

Authorised
 Signature(s): _____
 Name(s): _____
 Position(s): _____
 Date: _____



(Company Seal or Chop)

Guidance Notes
Application for Location Filming at Wholesale Food Markets

1 Introduction

- 1.1 The following notes provide guidance on the application to the Wholesale Food Market (hereafter referred to as WFM) for location filming in premises under the jurisdiction of AFCD.
- 1.2 For the purpose of this application, location filming includes the activities of film shooting and video shooting.

2 Application Procedure

- 2.1 Application must be made in writing by using our application form.
- 2.2 The completed application form should be submitted to AFCD for the attention of Agricultural Officer (Market Administration) (Tel: 2150 6701) by fax at 2736 5393 for filming at WFM at least 10 working days in advance of the proposed filming date for processing.
- 2.3 Information on the exact location, date/time, nature and theme of the film, synopsis, script of the particular scenes, size of crew, equipment list, use of explosives (if any) must be clearly stated and given in full in support of the application.

3 Charges

- 3.1 If an application is approved, **a fee of \$7,000 will be charged for the first four hours and \$1,770 for each subsequent four-hour block.**
- 3.2 If extra resources from WFM are required to facilitate the location filming, the respective actual cost(s) plus overhead will be charged.
- 3.3 Subject to the approval of the application, **a refundable deposit of \$50,000 or equivalent to the total amount of fees**, whichever is higher, should be paid as security and be retained by AFCD until all the terms set out have been duly observed and performed. In case of any breach of the terms, it will be used to remedy the same without prejudice the right of AFCD to recover damages in respect of any such default over and above the amount of the deposit.
- 3.4 Refund of deposit, i.e. without interest or compensation, will be arranged within 7 working days after the event if there is no damage to the premises and facilities.

4 General Conditions

- 4.1 The name, nature and logo of AFCD shall not be identified unless AFCD's explicit permission is first sought and obtained.
- 4.2 The applicant should make his own arrangements to obtain any other necessary licence / permit from the appropriate authorities in respect of the location filming.
- 4.3 Without AFCD's prior written consent, the lighting of fire or the use of fireworks, explosives and any pyrotechnic material is strictly prohibited.

- 4.4 The applicant should follow the directions and instructions given on site by WFM's authorised personnel(s) (e.g. staff of WFM).
- 4.5 The applicant shall not, without the prior written approval of AFCD, erect any fixtures or fittings in the premises or make any alteration to the premises, inclusive of any fittings therein.
- 4.6 The applicant shall upon leaving the premises or upon the expiry of the permitted period of use as the case may be:
 - 4.6.1 remove at his own cost all its equipment(s), fitting(s) and fixture(s) from WFM;
 - 4.6.2 leave the premises in a clean, hygiene and tidy condition to the satisfaction of WFM; and
 - 4.6.3 if props, debris remained after the location filming and or damage have been caused to WFM, the applicant shall bear any cost in full plus overhead that AFCD will charge.
- 4.7 The nature of the film shall not be a cause of embarrassment to either AFCD or the HKSAR Government, nor should it offend the Laws of Hong Kong or be immoral, defamatory or political flavor.
- 4.8 Shooting of films intended for film classification of Category III, be it of violence or pornographic in nature, shall not be permitted.
- 4.9 The film company/applicant shall not film or record or portray anything which might bring AFCD or the Government into disrepute or which might associate the venue with illegal or immoral activities.
- 4.10 Filming shall not cause nuisance, disturbance or inconvenience to the market users and tenants, or interfere with the normal market operation.
- 4.11 The film company/applicant shall be liable for and shall fully indemnify AFCD against any expense, liability, loss, claim or proceedings whatsoever caused arising directly and indirectly of carrying out of the filming operations or activities;
- 4.12 In case of any breach of the above conditions, AFCD reserves the right to terminate the filming immediately and request the film company/applicant to compensate for the loss of AFCD.
- 4.13 Additional conditions may be specified by AFCD when circumstances so justify
- 4.14 The application will not be considered if the information as provided or as requested is not complete.
- 4.15 Approval of the application will be at the absolute discretion of AFCD.