

Application Form

Application for Location Filming at premises under the jurisdiction of the Fish/Vegetable Marketing Organization

1. Particulars of Applicant

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

2. Details of the Proposed Location Filming

Name of the Proposed Film _____

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, pier, etc.)

Schedule(s) and basic charge(s) *(Attach your own schedule(s) if space is insufficient)*

| <i>Arrival Date at Location</i> | | | |
|--|--------------------------|--------------------------|--------------------------|
| <i>Setting up</i> | <i>From</i> <i>To</i> | <i>From</i> <i>To</i> | <i>From</i> <i>To</i> |
| <i>Filming</i> | <i>From</i> <i>To</i> | <i>From</i> <i>To</i> | <i>From</i> <i>To</i> |
| <i>Vacating Location</i> | | | |
| <i>Total no. of four-hour block required</i> | | | |
| <i>Total charges*</i> | | | |

*Remark: * \$9,112 will be charged for the first four hours and \$2,052 for each subsequent four-hour block.*

Purpose of Filming *(Delete whichever inapplicable*)*

* Commercial / Advertising / Promotional / Archival / Public Affairs / Documentary / Educational / Other (Please specify) _____

Synopsis / script of the scenes to be shot at the sites

Number of persons in the filming crew (*production staff and actors/actress, etc.*)

Whether the use of power supply or any other utilities is required (*please provide full details of the type and number of equipment(s) requiring power supply and other utilities*)

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

Whether alteration(s) and reinstatement work(s) to Fish/Vegetable Marketing Organization Property will be required (Please give full details if the answer is positive)

3. Undertaking

I/We _____, on behalf of the _____ 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 Fish/Vegetable Marketing Organization. And I/We have also understood that in the case of non-compliance, the sum deposited may be absolutely forfeited to Fish/Vegetable Marketing Organization 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 F/VMO 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 7 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 F/VMO 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 F/VMO against any and all losses, claims, damages, costs, charges, expenses, liabilities, demands, proceedings and action which the F/VMO 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 F/VMO to create a tenancy of whatsoever nature in the Company's favor. The F/VMO 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 F/VMO should require to take over the venue for F/VMO's own use during the permitted period of use, the F/VMO 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 F/VMO) 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 F/VMO in writing, use any of the film shots in any film other than that stated in the application.

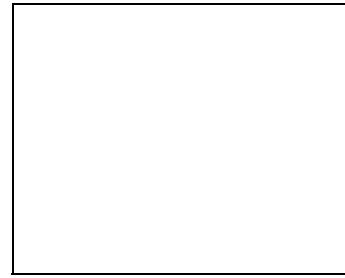
Authorized

Signature(s): _____

Name(s): _____

Position(s): _____

Date: _____



(Company Seal or Chop)

Guidance Notes

Application for Location Filming at premises under the jurisdiction of the Fish/Vegetable Marketing Organization

1. Introduction

- 1.1 The following notes provide guidance on the application to the Fish/Vegetable Marketing Organization (hereafter referred to as F/VMO) for location filming in premises under the jurisdiction of F/VMO.
- 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 using the Application Form.
- 2.2 The completed application form should reach F/VMO for the attention of General Manager (Tel: 2387 8648) by fax (2725 3150) or by email (gm@fmo.org.hk for filming at wholesale fish market / vmo@vmo.org for filming at wholesale vegetable market at least 5 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, quantity of equipment, use of explosives (if any) must be clearly stated and given in full in support of the application.

3. Charges

- 3.1 For an application that will involve brief session(s) of location filming, if and when the application is approved, a fee of \$9,112 will be charged for the first four hour and \$2,052 for each subsequent four-hour block.
- 3.2 If extra resources from F/VMO 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 F/VMO 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 the F/VMO 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 F/VMO shall not be identified unless F/VMO'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 the F/VMO'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 F/VMO's authorized personnel(s) (e.g. staff of F/VMO)
- 4.5 The applicant shall not, without the prior written approval of F/VMO, 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 the F/VMO premises;
 - 4.6.2 leave the premises in a clean, hygiene and tidy condition to the satisfaction of F/VMO; and
 - 4.6.3 if props, debris remained after the location filming and or damage have been caused to the F/VMO premises, the applicant shall bear any cost in full plus overhead that F/VMO will charge.
- 4.7 The nature of the film shall not be a cause of embarrassment to either the F/VMO 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 filming company/applicant shall not film or record or portray anything which might bring the F/VMO 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 company/applicant shall be liable for and shall fully indemnify the F/VMO 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, the F/VMO reserves the right to terminate the filming immediately and request the filming company/applicant to compensate for the loss of F/VMO.
- 4.13 Additional conditions may be specified by F/VMO 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 F/VMO.