



ACCEPTANCE OF TERMS AND CONDITIONS FOR FILMING IN CALGARY

In consideration of The City of Calgary granting them permission to film at:

_____ (the "Location(s)")

on _____ (date(s)),

_____ (the "Applicant")

(Name of Applicant)

(Address of Applicant)

agrees as follows:

1. To indemnify, defend and save harmless The City of Calgary and Calgary Economic Development from and against any and all claims, actions, damages, injuries, costs, expenses or losses of any kind which may be brought against or suffered by The City of Calgary, Calgary Economic Development or their personnel or agents as a result of or in connection with the Applicant's filming of other related activities at the Location(s); and
2. To maintain insurance coverage and provide proof of such coverage by way of Certificate of Insurance or Certified Copy, as follows:
 - (a) commercial general liability insurance in the amount of not less than \$2,000,000 (two million dollars) inclusive limit for any occurrence with an insurer licensed to do business in the Province of Alberta. Both The City of Calgary and Calgary Economic Development shall be listed as additional insured and such policy shall contain a cross liability clause and broad form contractual liability coverage as well as a "No Participants Exclusion" endorsement; and
 - (b) automobile third-party liability insurance in the amount of not less than \$1,000,000 (one million dollars) inclusive limit covering all vehicles used in connection with the film-making activities; and
 - (c) any additional insurance required by The City of Calgary; and
 - (d) all above policies including 30 days written notice of cancellation or material change to all insured and additional insured; and
3. To obtain all necessary permits prior to filming; and
4. To adhere to all applicable federal, provincial and municipal laws and bylaws;
5. To pay any and all costs identified or incurred by The City of Calgary in connection with granting the Applicant permission to film; and
6. To adhere to The City of Calgary's Guidelines for Filming as noted on Calgary Economic Development's website; and
7. By signing below, the Applicant will be entitled to the rights set forth in the Attached "Schedule A"
8. The Applicant hereby represents and warrants full authority and authorization to bind the Applicant to the terms hereof.

PER: _____ (Seal)
(Signature)

_____ or
(Print Name and Position)

_____ Witness

(Signature)

(Print Name)

SCHEDULE "A"

RIGHTS RESPECTING USE OF MEDIA

In the absence of any other agreement in writing between the Applicant and The City stating otherwise, the following applies:

- (a) The Applicant is not obligated to make any actual use of any Media.
- (b) All rights, including copyright of every kind, in any Media made upon any City Property, shall be solely owned by the Applicant in accordance with the applicable legislation including the *Copyright Act* (Canada). Such rights will include but not be limited to, the right to reuse any Media in connection with any other motion picture, television or home video productions as the Applicant elects, and in connection with any exhibition, advertising and exploitation of any Media now known or unknown, in any manner, at any time, in any part of the world.
- (c) The City shall have no right of action arising out of any use or non-use of any Media the Applicant creates pursuant to this Agreement, and will not assert or maintain against the Applicant any claim of any kind based on invasion of privacy or on copyright infringement. The parties agree that the preceding sentence does not apply in the event of any conduct constituting defamation of The City by the Applicant.
- (d) The City's rights to relief against the Applicant for any non-compliance by the Applicant with any term, condition, stipulation or proviso in this Agreement or the Guidelines shall not include the right to enjoin the use or non-use of any Media. For the avoidance of doubt, in no event (other than in cases where the Applicant defames The City), shall The City have the right to enjoin the post-production use or development of the Media or the Film.