



FILMING AGREEMENT

BETWEEN

CITY OF BURNABY
4949 Canada Way
Burnaby, BC V5G 1M2

(the "City")

AND:

NAME

(the "Permittee")

ADDRESS

IN CONSIDERATION of the City having issued to the Permittee a permit (the "Permit") to engage in filming activities within the City of Burnaby (the "Production"), which may include without limitation permission to enter onto, use, or occupy certain lands, property, or facilities, including roads and streets and public places, that belong to or that are under the control of the City ("City Property"), the Permittee agrees as follows:

1. The Permittee shall ensure that all filming activities are carried out strictly in accordance with the terms of the Permit, in a safe and appropriate manner and in accordance with all applicable City bylaws and Provincial and Federal laws, and assumes all risks connected with or that may arise out of such activities.
2. The City may terminate the Permit immediately if the Permittee refuses or neglects to carry out its obligations hereunder.
3. If any film activities are carried out on City Property, the Permittee shall reasonably inspect such City Property prior to its use both as to its suitability for the Permittee's activities and its condition, and its use by the Permittee shall, except for any undiscoverable hazardous condition, be construed as acceptance of the suitability and condition of the City Property.
4. The Permittee agrees to release absolutely, waive, and save harmless the City and its servants and agents from and against any and all claims that the Permittee or its servants and agents might otherwise have against the City except only to the extent caused by the negligent or wilful misconduct of the City or its officers or employees or arising out of any undiscoverable hazardous condition.
5. The Permittee agrees to indemnify and hold harmless the City, and its servants and agents, from and against all claims and demands and all awards, judgements, actions, or causes of action and proceedings by whomsoever made or brought in respect of any claim for personal or bodily injury, including death, to any person, and for any loss of or damage to property caused directly or indirectly by or as a result of the granting of the Permit by the City or the activities of the Permittee within the City of Burnaby, except to the extent caused by the negligence or wilful misconduct of the City or its officers or employees or arising out of any undiscoverable hazardous condition.
6. The Permittee shall obtain and maintain at all times throughout the filming activities the following liability insurance with insurers licensed in the Province of British Columbia, and to provide satisfactory evidence of the required insurance to the City in the form of Certificate of Insurance:
 - **Commercial General Liability Insurance** on an Occurrence Form with a loss limit of not less than \$5,000,000.00 per occurrence for personal or bodily injury or property damage naming the City as an additional insured and with not less than the following extensions of coverage:
 - I. Cross Liability;
 - II. Contractual Liability;
 - III. Owner and Operators Protective Liability;
 - IV. Non-Owned Automobile Liability; and
 - V. Thirty days prior written notice of cancellation to the City
 - **Automobile Liability Insurance** on all automobiles, trailers, and vehicles that are owned or leased by the Permittee with a loss limit of not less than \$2,000,000.00 per occurrence or accident.

7. All rights of every kind in and to all photographs and sound recordings made hereunder in connection with use of City Property by the Permittee (the "Footage") and any duplicates created of City Property (the "Duplicates") shall be and remain the sole and exclusive property of the Permittee and its licensees and assigns. Such rights shall include, without limitation, the perpetual and irrevocable right and license to use and re-use said Footage in connection with the Production and any other productions (including, without limitation, any television, motion picture, internet or other new media production) (collectively, the "Productions") as the Permittee may elect, and in connection with advertising, publicizing, exhibiting, merchandising, distributing and exploiting such Productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. The rights granted to the Permittee hereunder in connection with the Footage and the Duplicates shall be governed by the laws of the United States. Neither the City nor any other party now or hereafter claiming an interest in the City Property and/or through the City shall have any right of action against the Permittee or any other party arising from or based upon any use or exploitation of such Footage or Duplicates, whether or not such use is claimed to be defamatory, untrue or censurable in nature. The Permittee shall not be obligated to make any actual use of any Footage or Duplicates in the Productions or otherwise.
8. With respect only to the use of City Property, the City warrants, represents and agrees that it is fully authorized to enter into this Agreement and has the right to grant the Permittee use of the City lands and facilities for the purpose of filming, and, to the best of its knowledge, the City owns and controls the copyrights and trademarks in and to the interior and exterior designs of City owned facilities such that no further permission(s) or consent(s) from, or payment to, any other entity is necessary for the City to grant the rights granted herein. Notwithstanding the foregoing, where the City Property is occupied by a tenant the Permittee must obtain the separate agreement of the tenant to the use of the City Property for the filming activities.
9. In the event of claims by the City against the Permittee for physical damage to City Property, the liability of the Permittee shall be for the reasonable cost of repairing such damage; for any other claims by the City against the Permittee, whether or not material, the City shall be limited to the City's remedy at law for damages, if any, and the City shall not be entitled to enjoin, restrain or interfere with (i) the Footage or Duplicates as provided hereunder; or (ii) the production, distribution, merchandising, advertising, publicizing, exhibiting, or exploitation of the Productions.
10. Any schedule (s) attached to this Agreement form a part of this Agreement.
11. In the event of any conflict between the terms and conditions of this Filming Agreement and the terms and conditions of the City's standard Allotment Agreement, such as is required for use of City Parks or Parks and Recreation facilities, the terms and conditions of this Filming Agreement shall govern.
12. Except as otherwise specifically provided herein, this Agreement will be interpreted in accordance with the laws of the Province of British Columbia and each of the City and the Permittee accept and attorns to the jurisdiction of the courts of the Province of British Columbia.
13. Each of the Permittee and the City agree to use commercially reasonable efforts to resolve all disputes that may arise between them by amicable negotiations.

ACCEPTED AND AGREED TO:

ON BEHALF OF THE CITY

BY	DATE
PRINT NAME	TITLE

ON BEHALF OF THE PERMITEE

BY	DATE
PRINT NAME	TITLE