



## FILM PRODUCTION STANDARD TERMS AND CONDITIONS

\_\_\_\_\_ (the "Production Company")

### **DISCLAIMER**

This document is not a permit or license of occupation. Signing this document does not entitle the Production Company to film on property owned by The City. The Production Company must acknowledge and agree to abide by the following standard terms and conditions **prior to applying** to The City of Calgary ("The City") for permits and/or licenses of occupation to occupy or obstruct any public space, road, park or property owned by The City in Calgary, Alberta ("Property").

### **1. Prior to Production**

Prior to commencing film production, the Production Company must:

- (i) submit the following to The City's film coordinator:
  - a. an information sheet;
  - b. a certificate of insurance in compliance with the requirements set out below;
- (ii) pay all applicable fees, as requested by The City's film coordinator; and
- (iii) pay a security deposit, if required by The City.

The City's film coordinate may require additional documentation based on the nature of the film production, and the Production Company must pay fees either by the Pay-on-Demand prepayment method, or the Net-30-day invoice method.

### **2. Additional Permits or Properties**

If the Production Company requires any additional permits or access to any additional Property, the Production Company must submit a written request to the City's film coordinator and include the reasons for the request.

### **3. Extension to Permits or Licenses of Occupation**

If the Production Company requires an extension to the term of any permit or license of occupation, the Production Company must submit a written request for the proposed extension to The City's film coordinator at least 5 days before the permit or license of occupation expires and include the reasons for the request.

### **4. After Production**

Before the permit or license of occupation expires, the Production Company must restore the Property to the same condition it was in prior to the commencement of the permit or license of occupation, reasonable wear and tear commensurate with the term of use excepted.

When the permit and/or license of occupation expires, the film coordinator will return the deposit, if any, to the Production Company, less such amount deducted by The City to repair or restore the Property.

### **5. Release**

The Production Company hereby releases The City, including its officials, employees, agents, contractors and subcontractors, of all liability in connection with the film production, the film, and the Property, except to the extent caused by the gross negligence or wilful misconduct of The City.

### **6. Indemnity**

The Production Company hereby indemnifies and agrees to defend and save harmless The City, including its officials, employees, agents, contractors and subcontractors, from and against any and all claims, actions, proceedings, prosecutions, damages, liabilities, and expenses by whomsoever made, brought or prosecuted in connection with any loss, damage or injury, arising from or relating to, or occasioned wholly or in part by any act or omission or breach or violation of any of the Production Company's obligations in these terms and conditions, the film production, the permit, and the license of occupation, or in connection with the Production Company's use of the Property, except to the extent caused by the negligence or wilful misconduct of The City.

**7. Insurance**

The Production Company shall obtain and maintain during film production and the term of any permit and/or license of occupation a Commercial General Liability insurance policy for bodily injury (including death) and property damage in an amount not less than \$2,000,000.00 Canadian Dollars inclusive limit for any one occurrence. This insurance shall name Calgary Economic Development and The City as additional insureds.

**8. Intellectual Property**

The Production Company will own all rights, including copyright, in the film production.

The Production Company may acknowledge the contribution of The City in the form and style of a film credit and in accordance with the industry best practice.

Notwithstanding anything to the contrary contained in this document, The City waives any right it may have to enjoin or seek to enjoin the distribution, exhibition or promotion of the film production.

**9. Applicable Laws**

The Production Company shall comply with all applicable federal and provincial laws, and municipal bylaws, for film and television production in the Province of Alberta.

**10. Additional Terms and Conditions**

The City may impose additional terms and conditions that are necessary for specific permits, licenses of occupation, and/or properties, on a case-by-case basis. The Production Company must abide by all such additional terms and conditions.

**11. Questions**

The Production Company may direct all questions regarding these standard terms and conditions, or regarding film production in Calgary, to: [film@calgary.ca](mailto:film@calgary.ca).

On behalf of the Production Company, I hereby acknowledge and agree to abide by the above terms and conditions.

Signed: \_\_\_\_\_  
[Production Company/Authorized Representative]

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

I have authority to bind the Production Company.