



CITY OF YELLOWKNIFE

# Filming Agreement

DM 477617

Updated February 21, 2017

**BETWEEN:**

**THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE**

**P.O. Box 580**

**4807-52<sup>nd</sup> Street**

**Yellowknife, NT X1A 2N4**

**(the "City")**

**OF THE FIRST PART**

**AND**

[  
(the "Licensee")  
]

**OF THE SECOND PART**

**WHEREAS:**

- A. The City grants the Licensee the non-exclusive license to enter and occupy the property held or owned by the City [FILMING LOCATIONS located in Yellowknife, Northwest Territories] (the "Lands") on [TIME, DATE];
- B. The Licensee has requested permission from the City to enter upon the Lands for the purpose of film production by completing and submitting the Production Information Sheet; and declares the information in the submitted Production Information Sheet to be complete and true
- C. The City has agreed to grant this license on the terms and conditions set out in this agreement and the Filming Guidelines ;



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**NOW THEREFORE** in consideration of the premises and covenants herein contained the parties agree as follows:

### **DEFINITIONS AND INTERPRETATION**

1. For the purposes of this Agreement:
  - (a) *Filming* shall include any activity that is carried out by the Licensee on municipal lands, other than that which occurs on Private Property, or where off-street activity affects the normal use of the adjacent municipally owned property for the purposes of producing a theatrical motion picture, television program, television commercial or music video, with commercial intent and includes, without limitation, accessory or related activities such as staging, mobile units, use of cables, wires, cameras, lighting;
  - (b) *Private Property* means real property including land, building, or any personal property other than that which is owned or held by the City

### **LICENCE and TERM**

2. The Licensee shall be solely responsible for and shall pay any and all additional insurance, indemnity, maintenance and security costs incurred as a result of the use of the Lands and the performance or purported performance of this Agreement.

### **INSURANCE**

3. At its expense the Licensee must maintain during the term of this Agreement comprehensive general liability insurance in no less than the amount of \$2 Million dollars under which the City is named as an additional insured. The City reserves the right to set an appropriate amount of liability. Cross Liability Endorsement must be included in the insurance provisions. The Licensee must deliver to the City proof of the insurance satisfactory to the City upon execution of this Agreement.
4. This section survives the term of this Agreement.

### **ADDITIONAL OBLIGATIONS and RESPONSIBILITIES of LICENSEE**

5. To be determined by City of Yellowknife



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### LICENCE AREA AT END OF TERM OR AFTER TERMINATION

6. The Licensee must reimburse the City for any damage or loss which occurs to the Lands or any building or structure on it, or both, in connection with their use under this Agreement. The City may repair any damage or loss so that the Land is in the condition in which it existed immediately before the damage or loss occurred, at the expense of the Licensee. The expense incurred by the City in making any repair, plus an amount equal to 15% on account of overhead incurred by the City, is a debt due and owing by the Licensee to be paid within fifteen days after delivery of an invoice by the City.
7. In accordance with the Filming Guidelines and the Fees and Charges By-law, should any fees apply, the Licensee agrees to pay in advance the City's estimated costs of providing such services, subject to adjustment after the services have been provided.

### NOTICE

8. Any notice required or allowed to be given under this Agreement shall be deemed to have been given to the party to whom it is addressed if it is mailed in the Northwest Territories, in a prepaid registered envelope addressed as identified above. Any notice, demand or request so given shall be deemed to have been received and given three days after the date of mailing thereof. Alternatively, any notice under this Agreement may be delivered by hand to the foregoing addresses and shall be deemed to be received upon the day of delivery.

### GENERAL

9. This Agreement:
  - (a) May be amended upon mutual agreement of both parties in writing;
  - (b) may not be transferred or assigned except with the express written approval of the City;
  - (c) enures to the benefit of and be binding on the parties hereto and their respective successors and assigns;
  - (d) represents the entire agreement between the parties, and no representations, warranties or conditions have been made other than those expressed, implied or referred to herein. No agreement collateral hereto shall be binding upon the City unless made in writing and signed by the City; and
  - (e) shall be governed by and construed in accordance with the laws of the Northwest Territories.
10. Wherever the singular or masculine or neuter is used, the same shall be construed as meaning the plural, the feminine or body corporate or politic where the context or the parties hereto require and vice versa.



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11. If any term of this Agreement is held to be invalid, illegal or unenforceable by a court having jurisdiction to do so, that term is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that term.

IN WITNESS WHEREOF the City and the Licensee have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Municipal Corporation of the City of Yellowknife

Per:

\_\_\_\_\_

City Administrator Print

\_\_\_\_\_

City Administrator Signature

Per:

\_\_\_\_\_

Licensee Print

\_\_\_\_\_

Licensee Signature



# Hold Harmless Agreement

I/We, \_\_\_\_\_ agree to assume and hold harmless the City of Yellowknife, its officers, employees and agents from, all liability to any person or property of whatsoever kind or nature which occurs as a result of activities for which he was granted an approval to film at the \_\_\_\_\_ in the City of Yellowknife, except that which results from the negligence or willful misconduct of the City of Yellowknife, its employees, agents, or representatives.

Further, \_\_\_\_\_, agrees to indemnify and defend, hold harmless the City of Yellowknife, its officers, employees and agents against any liability, or claims of liability, brought or made on behalf of any person for personal injury or property damage caused by or arising out of any act or omission of either the licensee, his agents or employees, including claims brought or made on behalf of any officers or employees of the City of Yellowknife, or caused by or arising out of the condition of any City-owned or controlled property, whether real or personal, and occurring during the period and as a result of the activities for which this license was issued, except that which results from the negligence or willful misconduct of the City of Yellowknife, its employees, agents, or representatives.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Contact Name

\_\_\_\_\_  
Contact Title

\_\_\_\_\_  
Contact Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contact Phone Number(s)

Accepted for the City of Yellowknife:

\_\_\_\_\_  
City Administrator Signature

\_\_\_\_\_  
Date