



CITY OF YELLOWKNIFE

IMPORTANT INFORMATION

All requests for filming can be coordinated through the Department of Communications & Economic Development, contact:

Nalini Naidoo, Director, Communications & Economic Development

Tel. 867-920-5660

Email: communications@yellowknife.ca

This document contains the following forms:

1. License to film on municipal property
2. Hold Harmless Agreement
3. Location Worksheet Filming

Orderly Use of Highways Permit (Road Closure) - form available separately DM#366733

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- Application deadlines: Applications must be completed and submitted no less than ten (10) working days prior to the proposed start of project. Applications where traffic disruptions and or special effects are requested must be completed and submitted no less than ten (10) working days prior to proposed start of project.
 - Authorization to use municipally owned or municipally leased land or to erect any structures may be required. These requests can be coordinated through the Department of Communications and Economic Development.
 - Other resources: NWT Film Commission <http://www.nwtfilm.com/>

LICENSE TO FILM ON MUNICIPAL PROPERTY

BETWEEN:

**THE MUNICIPAL CORPORATION OF THE CITY OF YELLOWKNIFE
P.O. Box 580
4807-52nd Street
Yellowknife, NT X1A 2N4
(the "City")**

OF THE FIRST PART

- AND -

**[INSERT NAME AND ADDRESS]
(the "Licensee")**

OF THE SECOND PART

WHEREAS:

- A. The City owns or holds the property known as the _____ located in the City of Yellowknife, Northwest Territories (the "Lands");
- B. The Licensee has requested permission from the City to enter upon the Lands for the purpose of film production;
- C. The City has agreed to grant this license on the terms and conditions herein provided;

NOW THEREFORE in consideration of the premises and covenants herein contained, and the sum of Ten Dollars (\$10.00) now paid by the Licensee to the City, the receipt and sufficiency of which is hereby acknowledged by the City, 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 in the City, other than that which occurs on Private Property, for the purposes of producing a film, and includes, without limitation, accessory or related activities such as staging, mobile units, use of cables, wires, cameras, lighting;
- (b) *Film Coordinator* means the person appointed by the City to represent the City on matters related to Filming and this Agreement;
- (c) *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 City grants to the Licensee a non-exclusive license to enter and occupy the Lands or any portion thereof for the purposes and on the covenants, terms and conditions set out in this Agreement, for a period commencing on the ____ day of _____, 20__ and expiring on the ____ day of _____, 20__ or such later date as may be mutually agreed upon between the parties.
3. The Licensee hereby accepts the Lands in their condition as of the date hereof and shall not call upon the City to do or pay for any work or supply any equipment to make the Lands more suitable for its proposed use.
4. 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.
5. For certainty, this Agreement conveys no interest in, and shall not entitle the Licensee to an exclusive right to enter or occupy the Lands or any portion thereof. The City reserves the right to grant to another person or persons a licence or another right in respect of the Lands or portion thereof.

PURPOSE

6. The City hereby grants to the Licensee permission to enter upon the Lands for the sole purpose of filming _____.

INSURANCE

7. At its expense the Licensee must maintain during the term of this Agreement comprehensive general liability insurance in an amount of \$_____ (AMOUNT TO BE DETERMINED BY THE CITY OF YELLOWKNIFE), 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.
8. This section survives the term of this Agreement.

INDEMNIFICATION

9. The Licensee shall indemnify and save harmless the City, its officers, employees, elected and appointed officials, contractors and agents from and against all actions, proceedings, claims and demands by any person and shall reimburse the City for all damages and expenses caused or contributed to by the negligence or other default of the Licensee, its servants or agents in respect of anything done pursuant to or ostensibly pursuant to this Agreement, except that which results from the negligence or willful misconduct of the City of Yellowknife, its employees, agents, or representatives.
10. This section survives the term of this Agreement.



OBLIGATIONS and RESPONSIBILITIES OF LICENSEE

11. The Licensee shall:

- (a) in advance of commencing filming, obtain any specific permit the City may require for that activity and any and all permits, licenses or approvals that may be required by law for that activity from the City, territory or Canada as applicable;
- (b) conduct Filming strictly in accordance with the terms, conditions and requirements of any specific permit for that purpose and any and all statutes, by-laws, permits, licenses or approvals that apply to the Filming or any aspect of the Filming;
- (c) carry out Filming in accordance with this Agreement and any derivative, subsequent or collateral directions, arrangements or recommendations of the Film Coordinator or other City personnel.

12. In relation to local residents, and relations with the public in general, and without limiting the generality of the foregoing, the Licensee shall, at its sole expense:

- (a) promote and maintain good relations with the public in general;
- (b) hand deliver notices to all owners and tenants as defined by a map provided by the City, on a template approved by the City;
- (c) make suitable and adequate arrangements with members of the general public where the normal rights, privileges or interests of the public may be negatively impacted by the Filming; and
- (d) otherwise take reasonable steps to ensure minimal disruption to the public as a result of the Filming.

13. In relation to Filming that occurs on or within the Lands and without limiting the generality of the foregoing, the Licensee shall consult with the City's Manager of _____ and proceed only in accordance with any condition, restriction or direction stipulated by that official.

ADDITIONAL OBLIGATIONS and RESPONSIBILITIES of LICENSEE

- 14. XXXXXXXX
- 15. XXXXXXXX



CREDITS

- 16. The Licensee shall obtain the approval in writing of the City prior to use, publication, reproduction or display of any intellectual property of the City, including without limiting its name, trademark, official marks or copyrights material.
- 17. Notwithstanding that the City shall have no copyright interest in any photography or recording made pursuant to this agreement, and notwithstanding that the Licensee shall not be obliged to make use of any photography or recordings made pursuant to this Agreement, the Licensee agrees that if such photography or recordings are used in final production, the location shall be identified in the final credits (if any) with the phrase: Filmed in the City of Yellowknife, Northwest Territories.

LICENCE AREA AT END OF TERM OR AFTER TERMINATION

- 18. At the end of the term of this Agreement, or with all reasonable dispatch after the termination of this Agreement, the Licensee shall leave the Lands in substantially the condition in which it existed at the start of the term, save and except for any alteration of the Lands specifically authorized by the City in writing.
- 19. 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.
- 20. Should it be necessary to engage municipal services in relation to the filming, 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

- 21. 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 respectively as follows:

- (i) if given to the City: The City of Yellowknife
 P.O. Box 580
 4807-52nd Street
 Yellowknife. NT X1A 2N4
 Attention: City Administrator

- (ii) if given to the Licensee:

Attention:



and 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

22. 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.

23. 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.

24. 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.

Accepted for the City of Yellowknife:

Company Name

City Administrator Signature

Contact Name

Date

Contact Title

Contact Signature

Date

Contact Phone Number(s)



LOCATION WORKSHEET (include map)

Contact Information:

Production Company

Production title

Phone (office/cell)

Location manager/Individual

Type of Film Event:

Documentary: ____	Music video: ____	Other (please explain): _____
Commercial: ____	TV movie: ____	_____
Still photo: ____	TV motion picture: ____	_____

Locations (attach more pages if required):

Location #1 _____

Move in time: _____ Start time: _____ End time: _____ Date: _____
Crew number: _____

Location #2 _____

Move in time: _____ Start time: _____ End time: _____ Date: _____
Crew number: _____

Special effects:

Please list special effects that will be used during the production, which include but are not limited to: guns/gunfire; fire and/or explosions; animals; stunts; extras.

Lighting and Cameras:

Include equipment positions and ancillary equipment (tripods; camera dolly; stands zoomboom; crane etc) . Please include positions on map.

Signage & Road Blockades:

Permit applicants are required to provide their own signage and road blockades where necessary.

