

TERMS & CONDITIONS (This Permit Is Issued Subject to the Following)

1. The City grants its consent to the Producer the non-exclusive use of the land (hereinafter called the "Premises"), together with access to and egress from the Premises, with its personnel and equipment, for the purpose of erecting and maintaining temporary motion picture or television sets and structure and of photographing the Premises, sets and structures or recording sound for such scenes as the Producer may desire. The Producer may place all necessary facilities and equipment, including temporary sets, on and in the Premises, in accordance with the North Bay Film and Television Guidelines and with an approved filming permit.
2. The Producer agrees that on or before making use of the Premises that it shall make the payment of the fee payable to the City at least ten (10) days prior to using the Premises. The City will accept cash, cheque, Interac or card as method of payment. There will be a \$48.00 charge for NSF cheques. The City's HST Number is 121745962.
3. The Producer shall not photograph, film, or identify any municipal signage, vehicle, licence plate, serial number, license number, logos, slogans, the Premises, the City's name, address, logo, trademark, or any other similar identification, personal property, furniture, fixtures, or any individual, and shall not bring any animals, illegal substances, firearms (real or prop), explosives, pyrotechnics, onto the facility, or film any scenes including any violence, profanity, vulgar, obscene or lewd conduct, nudity or explicit sexuality unless written consent is obtained from the City through an approved filming permit.
4. The Producer is not permitted to alter or affix to existing City infrastructure, or natural elements in North Bay without permission from the City via an approved filming permit.
5. The Producer shall not bring, connect, install, or permit the installation of any equipment, machinery, appliances, props, or fixtures that, in the City's sole opinion, may damage the Premises, overload weight restrictions, as posted, or interfere with regular operations, unless prior written consent is obtained through an approved filming permit. This includes alterations to the electrical system, connection of additional fixtures, and utility capacity exceeding.
6. The Producer shall not photograph (including without limitations by means of motion picture, still, digital, or videotape photography) or identify any third-party signage, vehicle, license plate, serial number, license number, logos or slogans of any third party unless the Producer obtains the consent in writing of such third party or third-party owner.
7. All exits shall always be kept free from obstruction during the Producer's use of the Premises.
8. If tents are to be erected on the Premises, locates are to be arranged by contacting the Lee Park Office at 705-472-3932. The failure to make arrangements for locates will result in cancellation of the permit. Also, a building permit may be required, depending on the size of the tent. For additional details, please contact the Building Department at 705-474-0626, ext. 2415.
9. If the Production requires the removal of soccer nets, the Producer must ensure they are returned to their original, secure location. A failure to do so may result in a charge of \$50.00 payable to the City.
10. The Producer is responsible for garbage pick-up and disposal during their use of the Premises.
11. The Producer shall comply with all laws, statutes, regulations, by-laws, rules, declarations, ordinances, directions, directives, orders, requirements, codes, or policies then in effect, of all federal, provincial, municipal, local and other governmental and quasi-governmental authorities, departments, commissions and boards having jurisdiction in accordance with the North Bay Film and Television Guidelines and upon receiving an approved filming permit.
12. The Producer acknowledges receiving a copy of "North Bay Film & Television Production Guidelines" and has read and understands it.
13. The Producer shall indemnify the City from any damages and liabilities from injury to or death of persons and for damage to or destruction of the Premises or property (reasonable wear and tear expected) of the City occurring during the Producer's use of the Premises and caused by the Producer in the use of the Premises under and pursuant to this Agreement.
14. The Producer shall at its own expense, carry insurance in its own name insuring against the risk of damage to the Producer's property within the Premises caused by fire or other perils and the policy shall provide for coverage on a replacement basis to protect the Producer's equipment.
15. The Producer shall obtain and maintain a policy of comprehensive liability insurance and shall:
 - (i) name The Corporation of the City of North Bay as an additional insured;
 - (ii) have a limit of not less than five million dollars (\$5,000,000.00) inclusive of any one occurrence;
 - (iii) be endorsed and provide that the policy will not be altered, cancelled, or allowed to lapse without thirty (30) days of prior written notice to the City; and
 - (iv) the Producer shall provide of the Certificate of Insurance to the City, in a form satisfactory to the City, at least ten (10) days prior to using the Premises.
16. The Producer shall obtain and maintain automobile liability insurance in respect of vehicles that are required by law to be insured under a contract by another vehicle liability policy to the inclusive limit of not less than 2 million dollars (\$2,000,000.00) on a per occurrence basis for bodily injury, death and damage to property, covering all vehicles owned or leased by the Producer.

17. The Producer shall, prior to taking possession of the Premises and as from time to time required, supply the City with a Work Place Safety and Insurance Board Clearance Certificate from the Work Place Safety and Insurance Board.
18. If the Producer wishes to cancel the permit, the Producer shall provide the City with notice in writing at least seven (7) days prior to the date of use. The notice of cancellation shall be given to the Parks, Recreation and Leisure Services Department.
19. If the notice of cancellation is not given in accordance with section 18 above, the Producer will be responsible to pay the fee outlined on the permit. The issuance of future permits shall be suspended until such time as the monies owed to the City have been paid in full.
20. The City reserves the right to cancel this permit should there be a breach of regulations or for any other reason by providing the Producer with at least forty-eight (48) hours' notice. If the City cancels the permit, there shall be no rental charge payable.
21. The City reserves the right to cancel a permit due to inclement weather. An alternate date will be offered, or a refund will be issued for fees paid. The Producer may cancel the permit due to inclement weather. The cancellation of the permit must occur no more than 24 hours after the booking date.
22. The City may require a deposit from the Producer should the Production require the use of any turf area, subject to the discretion of the Parks Supervisor and/or Recreation Coordinator. There may be a turf damage/repair charge of \$500 payable to the City for the use of a park or field during inclement weather or that shows signs of saturation or puddling.
23. Whenever and to the extent that the City shall be unable to fulfill or shall be delayed or restricted in fulfilling any obligation hereunder by any cause beyond its control, including acts of God, or public enemy, acts of the Government, either of its sovereign or contractual capacity, strikes, fires or floods, the City shall be released from the fulfillment of such obligation during the period it shall so be delayed or restricted in fulfilling such obligation.
24. The Producer shall be responsible for vacating, returning to the original condition and the removing all rented or privately owned property by the time specified on the permit unless prior written arrangements have been made with the Parks, Recreation and Leisure Services Department.
25. Pursuant to the User Fee By-law No. 2015-023, and any successor by-law thereto, all outstanding accounts receivable balances will be subject to interest charges. Interest will be applied to all invoices 31 days old or greater on the first day past due.

_____ Initials of Producer