

Part II: Signed Insurance and Indemnification Declaration

In this Part II,

“Claims” means claims, losses, actions, suits, proceedings, causes of action, demands, damages (incidental, direct, indirect, special, consequential or otherwise), fines, duties, interest, penalties, judgements, executions, liabilities, responsibilities, costs, charges, compensation, payments and expenses including, without limitation, any professional, consultant and legal fees on a complete indemnity basis.

“Owner” means the applicant listed in this application.

“Injury” means bodily injury, personal discomfort, mental anguish, shock, sickness, disease, death, false arrest, detention or imprisonment, assault, threatening, malicious prosecution, libel, slander, defamation of character, invasion of privacy and discrimination, or any of them, as the case may be.

Insurance:

A certificate of comprehensive general liability insurance, with the Town listed as an additional insured, in the amount of \$3 million dollars per occurrence, or such higher limits as the Town of Newmarket reasonably requires depending on the nature of Filming;

Indemnity:

The Owner shall promptly defend, protect, indemnify and hold completely free and harmless the Town from and against any and all Claims in connection with any Injury or any loss or damage to property (a) arising from or out of this Application or the occupancy or use by the Owner of any lands owned by the Town, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act or omission of the Owner or by any person permitted to be on the premises under the control of the Owner; and (b) arising from, relating to or occurring in whole or in part by any fault, default, negligence, act or omission by the Owner or any of the directors, officers, servants, employees, contractors, agents, invitees and licensees of the Owner and all other persons over whom the Owner (i) may reasonably be expected to exercise control, and (ii) is in law responsible. If the Town shall be made a party to any litigation commenced by or against the Owner, then the Owner shall promptly indemnify and hold completely free and harmless the Town and shall pay the Town all costs and expenses, including, without limitation, any professional, consultant and legal fees on a complete indemnity basis that may be incurred or paid by or on behalf of the Town in connection with such litigation on demand. The indemnity of the Owner contained in Part II shall not be prejudiced by, and shall survive the expiration of the time period under which the permit for this Application applies.

I have read this Part II and agree to its terms and conditions in consideration of any grant of a Filming Permit provided to me. I verify that I meet all necessary requirements imposed to be eligible to obtain a Filming Permit.

Signed _____

Date _____

Name (print): _____

Position (if a corporate applicant): _____

“I have the authority to bind the company (if a corporate applicant)”



Production Name/Show Title
123 Any Street, Newmarket ON L8P 2G8 Tel: 905-555-5555
Delivery Date: (day, month, year)

FILMING NOTIFICATION

We would like to provide this information to help prepare for our arrival and anticipate how our presence may affect your daily routine. We will do our best to minimize any inconvenience this may cause.

To Residents & Businesses in the vicinity of:

Filming activities include:(Brief description of proposed filming including use of special effects)

Our production vehicles and various pieces of film equipment will be located on:

- North/East/west/south side street between street and street
- North/East/west/south side street between street and street
- North/East/west/south side street between street and street

We will begin reserving the above areas with cones on DATE at TIME, with vehicles arriving DATE at TIME, and departing DATE by TIME.

ANY INTERMITTENT TRAFFIC STOPPAGES/CONTROL will be conducted under the safe supervision of York Regional Police. (Delete if not applicable)

All of our filming & related activities are undertaken under the authority & approval of the Town of Newmarket Licensing Department

On behalf of the production, we thank you for supporting Newmarket's vibrant film industry. Questions? Please contact our production office at (insert production phone number), or the Town of Newmarket Licensing Department at Licensing@newmarket.ca or 905-895-5193 ext. 2221.

For more information about filming in Newmarket, visit <https://www.newmarket.ca/filmp permit>
