

TOWN OF LUNENBURG PROCEDURAL POLICY #92 - FILMING GUIDELINES

PURPOSE

1. The Town of Lunenburg (“Town”) recognizes the direct and indirect economic benefits to the community associated with the film and television production industry.

Pre-approval of projects ensures that Town property and the rights, safety and privacy of the citizens of Lunenburg are protected, while supporting this industry. Town Film Permits and Location Agreement will be issued only in accordance with applicable Town Bylaws and other Policies, including but not limited to noise control, street and sidewalk closures, fees and charges.

This Policy provides guidelines for the assessment and coordination of commercial filming projects.

PROCEDURE

2. This Policy applies to all location filming and photography which takes place in the Town, excluding: current affairs, newscasts and documentaries which do not impact on the use of public infrastructure and facilities such as sidewalks, streets and parks; and photography and videography related to weddings, sports teams, and family photos also does not require a Film Permit and are not subject to this Policy.
3. With respect to location filming and photography on private property, a private property owner is responsible for negotiating with the Production Company (a company or individual conducting filming) regarding terms and conditions and fees related to the use of the private property. However, as most film projects also impact the surrounding neighbourhood, the applicable Production Company must also apply for and receive a Film Permit (**Schedule “A”**) prior to filming. Similarly, when the operation of Town properties is subject to a Town lease, the tenant may negotiate with the Production Company, but a Film Permit must also be obtained.
4. A Film Permit is required for all productions. Film Permits are issued by the Chief Administrative Officer (CAO) and Town Engineer/Traffic Authority (TE) in consultation with relevant staff. Should a road closure of more than 24 hours be requested, Town Council approval is required prior to the issuance of a Film Permit and/or Film Location Agreement (**Schedule “B”**).
5. The Production Company must complete a Film Permit Application (Schedule “A”) which may be updated as required by the CAO and TE and submit it to the CAO a minimum of three weeks prior to the proposed filming date. A Film Permit will not be issued without a completed application. In addition, the Town reserves the right to review all film scripts and, acting reasonably, to reject any application.

6. Film Permits for filming at Town-owned properties, including streets and sidewalks, are subject to the compatibility of community booking schedules, and the discretion of the CAO and TE if the filming request cannot be reasonably accommodated.
7. The CAO and TE in considering a Film Permit Application will determine: if there are any concerns, special requirements, or further approvals needed, e.g., RCMP, Fire Department, etc. for certain special effects; Town staff requirements to assist with and/or observe the production; appropriate location, staff, traffic control, parking, cleaning, security guard, etc. fee payments; insurance certificate adding the Town as an additional named insured; and if a security deposit or full payment is needed before filming can start.
8. If the CAO and TE approve the Film Permit Application, they will issue the Production Company with a Film Permit which may be updated as required by the CAO and TE) authorizing them to proceed with filming subject to the above noted terms and conditions.
9. The Town may also require a Film Location Agreement to be executed with the Production Company before filming can begin. Fees for commercial filming productions are outlined in the standard Film Location Agreement for use of Town property, e.g., streets, sidewalks, parks, buildings, etc. which include: \$1000. plus HST/daily rate or 50% for one-half day or portion thereof; parking fees of \$15. plus HST/per day or portion thereof; actual hourly rate +25% mark-up for all Town labour, e.g., security, set-up, cleaning, traffic and/or fire control, etc. and equipment charges; and such other fees that may apply from time to time all of which may be amended from time to time by motion of Council based on budgetary requirements. Location fees paid that exceed actual Town costs will be reserved in the Town's Playground Equipment Fund for the repair, replacement or additional Town playgrounds, withdrawals from which must be approved by Town Council. Non-commercial filming projects may be exempted from the payment of fees by the CAO.
10. The Town may require as a condition of the Film Location Agreement that external emergency services, traffic control, etc. personnel may be required to be contacted prior to filming, or to be on-site during filming. All costs associated with these requirements are the responsibility of the applicant. Where services are not provided by the Town of Lunenburg, the applicant is required to pay the service provider directly.
11. All companies filming in the Town of Lunenburg must provide a certificate of commercial general liability insurance adding the Town as an additional insured prior to the issuance of a Film Permit or Film Location Agreement using the following guidelines:

- \$10 million, for filming projects using Town facilities such as the Lunenburg Academy and Town Hall, historic properties; or
 - \$2 million to \$10 million (based on an assessment of risk) for filming projects.
12. The Production Company shall indemnify and save harmless the Town of Lunenburg from and against all claims, actions, damages injuries, costs expenses or losses whatsoever, which may arise or be brought against the Town of Lunenburg as a result of or in connection with the said use of the locations(s) by the Production Company, its employees, contractors, agents or representatives; and specifically the Town of Lunenburg will not be responsible for any liability arising from these activities with respect to the advertising or any copyright or trademark infringements.
13. The Production Company will make their best effort to notify affected residents and businesses in writing at least two weeks in advance of filming with information relating to the project, such as the duration and location of filming, planned special effects, road and lane closures, sidewalk usage and street parking restrictions, personnel contact information and other relevant information as determined by Town staff. It is the Production Company's responsibility to ensure that there is a minimum of disruption to residents, occupants, businesses and Town employees where filming occurs. Permits authorizing filming in residential areas between 11:00 p.m. and 7:00 a.m. will not be approved unless all affected residents have been notified in advance. Depending on the potential impact on the area, the approval of a majority of affected residents CAO and TE may be required before the permit can be issued. Every opportunity is to be taken to ensure that access, either vehicular or pedestrian, is not restricted to persons with disabilities. Production vehicles must comply with appropriate traffic regulations unless stated otherwise on the permit. All moving vehicles must comply with regulations governing traffic in Town Parks/properties unless otherwise noted on the permit. The Production Company must address any reasonable concerns of residents regarding their production to the satisfaction of the CAO and TE. The Town does not compensate individuals for disruption due to filming, nor will the Town require a Production Company to do so, unless there is a legal requirement to provide compensation. A copy of public notification letters must be provided to the Town.
14. The Production Company must place signs in public access areas in heavily trafficked areas, to inform residents that the facility is being used for filming and delays may occur. Any such delays must not exceed three minutes unless prior approval has been arranged.
15. The Production Company is responsible for clean up at the location at the end of the day with a minimum amount of noise and disruption. Upon completion of the shoot the Production Company must ensure that the area is returned to its original condition. Failure to do so will result in the Town billing the Production Company for any necessary clean-up, repairs, damages, loss, etc.

16. It is the responsibility of the Production Company to ensure that their staff operate in a safe and professional manner in the course of their duties.

17. The CAO and TE will notify the Mayor, all Councillors, and Town Department Heads when a Film Permit is issued.

Clerk's Annotation For Official Policy Book

Date of Notice to Council Members of Intent to Consider
(7 days minimum): **September 25, 2018**

Date of Passage of Current Policy: **October 9, 2018**

I certify that this Policy was adopted by Council as indicated above.

Municipal Clerk

Date

4. TOWN OF LUNENBURG FILM PERMIT APPLICATION FORM

To Production and Location Managers:

The following information is required *prior* to a Lunenburg Film Permit and/or Agreement being issued for your production. If you have any questions regarding this, please contact:

**Bea Renton, CAO, Town of Lunenburg,
PO Box 129, 119 Cumberland Street, Lunenburg, NS, B0J 2C0
Phone: (902)634-4410
Fax:(902)634-4416
brenton@explorelunenburg.ca**

**Please forward the completed Application Form to us at the above address.
Thank you!**

Application Date: _____

Production Working Title: _____

Type: Feature TV Movie/Network TV Series/Network

Production Company: _____

Mailing Address: _____

Producer: _____

Director: _____

Production Manager: _____

Location Manager: _____

Assistant Location Manager: _____

Location Office:

Phone: () _____ **Fax:** () _____ **Cell:**() _____

Email: _____

Lunenburg Start Date: Pre-production: _____ Camera: _____

Completion Date: Camera: _____ Wrap-up: _____

Budget Information: Please indicate whether Cdn or US Funds

Total Budget: \$_____ Cdn/US Lunenburg Budget: \$_____ Cdn/US

TV Series: \$_____ Cdn/US per episode x _____ episodes

Please indicate country of origin of your production:

Cdn US CDN/US Co-Venture Other (please indicate) _____

Provide a written description and sketch of proposed filming locations.

- Camera/dolly track/equip on N/S/E/W's sidewalk and/or curb lane
- Picture vehicle () pull up/pull away shot under PDO supervision
- With normal traffic flow
- Traveling shot on _____ Camera in car Involving tow rig
- Intermittent traffic stoppages on _____
- SPFX gunfire (blanks/squibs/etc.)
- All accesses/deliveries/traffic to be maintained
- Residents/Businesses to be notified (please attach your letter of notification)

Parking requirements: Provide a written description and sketch of your parking requirements.

Principal Cast (please list): _____

***** Please attach a copy of your script, shooting schedule and crew list. Thank you!**

TOWN OF LUNENBURG USE ONLY

APPLICATION RECEIVED: _____ **/DATE**

APPLICATION REVIEWED BY: _____ **/DATE**

APPLICATION APPROVED BY COUNCIL: _____ **/DATE**

APPLICATION DENIED BY COUNCIL: _____ **/DATE**

2. The above permission is granted for the period described in Schedule "A" attached and commencing on _____ and shall continue until completion of all scenes and work required but ending no later than _____. The permission herein granted shall include permission to re-enter the Property for the purpose of making added scenes and retakes after _____, at the rate set forth below in section 3 of this Agreement on a pro-rata basis and subject to availability as determined by the Town. The permission granted is only in accordance with the Production schedule attached as Schedule "C" and only in relation to Town-owned property.
3. In full consideration of the above, the Producer will pay the Town one-half of the sums as set out in Schedule "_____" attached, plus all applicable taxes (including H.S.T.) by _____. The balance of the location fee shall be paid by _____, subject to interest at 18% per annum. A per diem for all filming after _____, shall be ____.
4. The Producer agrees to hold the Town, its successors and assigns, all agents, contractors, employees and servants thereof harmless against any and all liability and loss which they may incur by reason of the death or injury of any person or damage to or destruction of any property resulting directly from any act or neglect or negligence of the Producer or by any agents, contractors, employees and servants of the Producer.
5. The Producer will at all times indemnify and save harmless the Town and its agents, contractors, employees and servants and all those for whom the Town may at law be responsible for and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, arising out of, related to, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.
6. The Producer will have no claim or demand against the Town, any of its agents, contractors, employees and servants or those for whom the Town may at law be responsible, for detriment, damage, accident or injury of any nature whatsoever or howsoever caused to the land or to any person or property thereon.
7. The Producer will, at its own expense, obtain and maintain comprehensive general liability insurance of a minimum of Ten Million Dollars (\$10,000,000.00) per incident throughout the term of this Agreement. The Producer will supply to the Town a Certificate of Insurance indicating proof that it has obtained said general liability insurance on or before _____ prior to any Production set-up. Such insurance will provide that the Producer and the Town as named insureds are indemnified against all legal liability arising from

the death of or injury to any person as well as the loss of or damage to any property, arising out of, related to, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder (including, without restricting the foregoing, anything arising out of the work the Producer shall be doing in relation to the said Production). Such insurance will provide that in the event of the death of or injury to an employee of one of the insureds named therein by an event for which the other insured named therein is or may be liable, such insurance will indemnify the insured against whom the claim is made or may be made in the same manner as if separate policies had been issued to each named insured. Such insurance will provide for cross liability that is to say, that the insurance shall indemnify each named insured in the same manner as though separate policies were issued in respect of any action brought against any of the named insured by anyone or two of the other named insureds without any rights to cross claim or subrogate against the Town.

8. The Producer agrees to:
 - (A) obtain the prior written consent of the Town prior to making any modifications, removals or changes of any nature to the Property;
 - (B) repair, return to the original condition, or replace, to the satisfaction of the Town any damage, change or removals from the Property;
 - (C) include credit acknowledgement in the movie as follows:
"Filmed on location at and with the assistance of the Town of Lunenburg, Nova Scotia";
 - (D) if possible, to facilitate a screening of the completed Production in the local area on the Production release date;
 - (E) provide residents and businesses in affected areas with three-days prior written notification of filming locations, schedules and traffic routes;
 - (F) ensure vehicular and pedestrian access to residences and businesses will not be impeded;
 - (G) ensure production vehicles will be parked in such places as shall be approved by the Town; and
 - (H) host a public information meeting before, during and/or after the Production as determined by the Town in consultation with the Producer to address any public questions and concerns.
9. An inspection will occur after removal of all Production equipment and personnel from each location site. The inspection will be done by a representative of the Town and a representative of the Producer.
10. The Schedules attached hereto may be amended from time to time by written agreement of the Parties and any additional Schedules may be included which are mutually agreed to by the Parties.
11. This Agreement is not assignable by the Producer, but the rights for exhibition

pursuant to section 1 herein are fully assignable.

- 12. The Parties agree that no partnership, joint venture or agency relationship is created by this Agreement.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed with their corporate seal affixed and identified by their duly authorized officers the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

(witness)

(witness)

(witness)

(witness)

(Producer)

Per: _____

Per: _____

TOWN OF LUNENBURG

Per: _____

Per: _____