



## TOWN OF LUNENBURG FILM GUIDE

This film guide has been prepared to assist you with your next project in Lunenburg. Lunenburg has an abundance of diverse waterfront locations, historic properties with original architecture dating back to the 1700's, filming and production services, affordable accommodations, relaxing dining and extensive recreation diversions. We enjoy working with film, television and other creative industries and will assist in meeting all your production needs from electrical services to location scouting. Please let us know how we may be of assistance!

## FOR INFORMATION AND FILMING ASSISTANCE PLEASE CONTACT:

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

Bea Renton, Chief Administrative Officer  
Town of Lunenburg  
PO Box 129  
119 Cumberland Street  
Lunenburg, NS  
B0J 2C0  
Phone: (902)634-4410. ext. 228  
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## TOWN OF LUNENBURG FILMING GUIDELINES

1. Permission for television, movie, music video, advertisement, etc. location filming (except for documentaries and news programs) on Town of Lunenburg ("Town") streets or other property must be approved in advance by the Town.
2. Please contact the Town of all proposed film locations on Town streets, sidewalks, parks, buildings and all other municipal property at least seven working days in advance of filming. A **Location Filming and Parking Permit Application Form** and **Agreement** are enclosed for completion please.
3. Town residents and businesses affected by proposed filming must be notified in advance by the production company about the location and duration of all approved filming, including any approved changes to pedestrian and/or vehicular traffic, etc. and alternate arrangements made by the production company.
4. It is the production company's responsibility to ensure minimum disruption to residents and businesses where filming occurs. The production company may be required to provide individual property owner and/or tenant with reasonable compensation for any disruption as determined by the Town.
5. The Town may require the production company to host a community information meeting before, during or following the production to address possible questions or concerns. The community has found that such information meetings are helpful to avoid any concerns.
6. All authorized production vehicles and equipment to be parked on Town streets and other properties must be issued and must display in their windshield a Town Parking Permit. The production company will submit a list of the vehicles, etc. in advance to the Town for which a Permit is required please.
7. Production vehicles must not block fire hydrants, driveways or other access ramps without the Town's prior approval.
8. All aspects of filming operations and production must comply with relevant Municipal, Provincial and Federal legislation, regulations and Bylaws.
9. Production companies will restore filming locations at the end of each filming day, with the minimum amount of noise disruption in compliance with Town Bylaws and ensure that the area is returned to its original condition, unless other arrangements are approved by the Town in advance.
10. All production companies must provide a Certificate of Insurance for general comprehensive liability in the amount of \$10. Million adding the Town as a named insurer. Additional insurance coverage may be required depending on the nature of the filming. Lower levels of coverage may also be considered if there are reasonable reasons why the production company is unable to provide \$10. Million coverage.
11. Town personnel, RCMP, etc., may be required for traffic control, etc., for which the production company will be charged the applicable be rate. The Town may also approve the production company arranging and paying for their own traffic control for which the Town must approve all traffic safety plans please.

12. Any authorized Town representatives may at any time require the production company to cease filming if there is a breach of any Location Filming, Music Video and/or other Parking Permit and/or Agreement condition(s) creating an unsafe or hazardous condition until it has been rectified.
13. The production company must ensure their production crew, contractors, etc., work in a safe, courteous and professional manner during the production. Your understanding and cooperation are greatly appreciated!

## LOCATION FILMING AND PARKING PERMIT APPLICATION FORM, PERMITS AND AGREEMENT

If you would like to film any Town of Lunenburg streets, sidewalks, parks, or other Town property or utilize Town property for production parking, please complete the attached Application Form for Town approval. You may also be required to enter into a Film Location Agreement with the Town.

## LOCATION FILMING AND PARKING FEES

1. A location fee of \$1,000/day (\$500 per half day) plus HST between the hours of 7:00 a.m. - 10:00 p.m. for filming in or on any Town of Lunenburg property, e.g., streets, parks, buildings, etc., including preparation time required before and clean up time after said filming.
2. Each authorized production vehicle will be charged \$17.30/day (subject to annual NS CPI increases) plus HST for parking on approved Town property.
3. Please note that the Location Filming Agreement covers parking for production vehicles only, not crew vehicles. Your crew is responsible for finding legal parking unless prior arrangements are made with the Town.

Please note that all location fees received by the Town are used to construct and maintain **community playgrounds for our youth**. We appreciate your support!

## INSURANCE AND OTHER DOCUMENTATION

1. A Certificate of Insurance may be required for all locations with the following requirements appearing on the Certificate:
  - a. **General Comprehensive Public Liability** in the amount of Ten Million Dollars (\$10,000,000.00) per incident;
  - b. the **Town of Lunenburg** named as an additional insured;
  - c. a **Cross Liability/Severability of Interest Clause** shall apply in respect to any claim or action brought against anyone Insured by any other Insured. The coverage shall apply in the same manner and to the same extent as though a separate policy has been issued to each Insured. Any breach of a condition of the policy by an Insured shall not affect the protection given by the policy to any other Insured. The inclusion herein of more than one Insured shall not operate to increase the limit of liability under this policy; and
  - d. the Town of Lunenburg requires **30 days prior written notification of cancellation** of said Insurance policy which shall render all Film Location Agreements and Permits null and void unless equivalent replacement insurance is secured by the production company.
2. A shooting schedule.
3. A cast and crew list.

## LETTER TO RESIDENTS/BUSINESSES

The Town may ask production companies to send via unaddressed mail a letter to Town residents and businesses giving advance notice of location filming, traffic and parking changes, and any other helpful information.

For properties that will be immediately impacted by filming, such letters of introduction will be hand delivered to the affected residents and businesses by the production company at least three days before filming to ensure they have adequate notice and reasonable questions and concerns can be addressed. On your production company letterhead please include your production company's location staff contact name and telephone number. Note that you are in the process of obtaining or have obtained permission to film in the Town of Lunenburg as the case may be.

You may also be required by Town Council to hold a public information meeting.

## STREET SIGNS

Town approval is required to remove or replace Town street signs, e.g., street names, traffic signs, directional signs, etc. This work must be done by the Town Public Works Department and arranged by contacting the Town Engineer at 902-634-8992. The applicable Town labour and equipment charge-out rate will apply. You will be required to provide a Purchase Order number for your company in advance and complete a Town of Lunenburg Work Order Form for any authorized work.

## PARKING METERS

Arrangements may be made to “bag” parking meters or obtain additional Town Parking Permits (see: fee above) if on-street parking requirements can be accommodated by the Town.

Parking Permits are issued by the Town of Lunenburg and must be placed in the window of each assigned production vehicle for the duration of the shoot.

To obtain **Location Parking Permits**, the Location Manager must submit to the Town of Lunenburg a completed Location Filming, Video Production and/or Parking Application Form (see: attached) which will be considered by the Town for inclusion in a possible Location Agreement (see: attached).

## RCMP POLICE SERVICE

### Parking and Traffic Safety Requirements

The RCMP Lunenburg Detachment will review all Film Location Permit Applications to ensure all traffic safety, parking and other police related matters have been satisfactorily addressed prior to the issuance of a Film Location Permit and/or Agreement. Production companies must comply with the conditions contained in these documents please.

Production companies may not impede the usual movement of motor vehicles and/or pedestrian traffic without the Town’s prior approval. Unless pre-authorized by the Town, traffic flow may not be held up for a period longer than three (3) minutes to complete a filming sequence. Traffic must completely clear before the next stoppage will be allowed. All Fire Department, Emergency Health Services, RCMP and other emergency vehicles must be given immediate access to or through a film location as required.

RCMP officers or traffic control may be required by the Town at the production company’s expense.

### Use of Firearms and Explosive Devices and Special Effects

It will be the responsibility of the production company to obtain the RCMP's and any other regulatory authority approval prior to using any firearms or explosive devices or conducting any potentially dangerous vehicle stunts or special effects.

Permits for the use of firearms must be obtained. Inquiries regarding firearms permits, police services, etc. may be made by contacting the RCMP at 902-634-8674.

### Paid Duty Officers

Charge out rates for RCMP officers, as required, will apply.

## HELICOPTER AND DRONE FILMING

Prior approval must be obtained for helicopter and drone filming involving landings, take-offs and/or flying at altitudes less than 1,000 feet in the Town of Lunenburg.

Helicopter and drone companies engaged by authorized production companies must also obtain insurance with the following requirements appearing on the certificate of insurance provided to the Town of Lunenburg:

1. General Comprehensive Public Liability insurance of \$20. Million per incident;
2. the Town will be added to the insurance policy as an additional insured with proof by a Certificate of Insurance; and
3. a Cross Liability/Severability of Interest Clause.

The helicopter, etc. and film production companies are responsible for making the necessary arrangements with Transport Canada, etc., for flights in accordance with the altitudes and distances required by Federal legislation and regulation which shall be copied to the Town. Town authorization is also required including acceptable arrangements for take-off and landing sites.

## CONCLUSION

We hope this film guide has been helpful and would be pleased to assist with your film project in Lunenburg. We welcome your suggestions and requests to ensure your successful production.

# TOWN OF LUNENBURG FILM LOCATION AND PARKING PERMIT APPLICATION FORM

The following information is required *prior* to a Lunenburg Film Location and/or Parking Permit and/or Agreement being issued for your production. Please submit your completed Application Form to the contact information on page one and if you should need assistance completing it.

**Application Date:** \_\_\_\_\_

**Production Working Title:** \_\_\_\_\_

**Type:**     Feature Film     TV Movie/Network     TV Series/Network  
           Advertisement     Documentary     Music Video     Other

**Production Company:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Fax Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Producer:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Production Manager:** \_\_\_\_\_

**Location Manager:** \_\_\_\_\_

**Assistant Location Manager:** \_\_\_\_\_

**Location Office:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**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

**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 Town filming locations.**

- Camera/dolly track/equipment on N/S/E/W's sidewalk and/or curb lane
- Picture vehicle ( ) pull up/pull away shot under 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.

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**Principal Cast (please list):**

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

*TOWN OF LUNENBURG USE ONLY*

APPLICATION RECEIVED BY: \_\_\_\_\_

APPLICATION APPROVED BY TOWN: \_\_\_\_\_

APPLICATION DENIED BY TOWN: \_\_\_\_\_

TOWN FILM LOCATIONS AGREEMENT REQUIRED: \_\_\_\_\_



# LOCATION AGREEMENT

\*\*\* SAMPLE ONLY – SUBJECT TO CHANGE \*\*\*

THIS LOCATION AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(day) (month) (year)

BETWEEN:

\_\_\_\_\_, a body corporate incorporated under the laws of

- and -

TOWN OF LUNENBURG, a municipal body corporate

1. Permission is hereby granted by the Town of Lunenburg (hereinafter referred to as the “Town”) to \_\_\_\_\_ officers, agents, employees or representatives (hereinafter collectively referred to as “Producer”) to enter, use, and by means of film, tape, or any other method, to photograph the Town property including the exteriors of all buildings, improvements, and structures thereon and the interior of the \_\_\_\_\_ only as specifically described in Schedule “A” attached and in accordance with the said Schedule, hereinafter referred to as the “Property”, in connection with the production of scenes for \_\_\_\_\_ (hereinafter referred to as the “Production”) said permission includes the right to bring and utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets, the right to make mention of the Property within the context of the storyline of such Production, and the right to exhibit any and such film and recordings at and of the Property throughout the world in perpetuity and in all media now known or unknown, but only in relation to and in connection with this Production under the working title “ \_\_\_\_\_ ” in a manner that is inoffensive to the Town as set out in Schedule “A” and subject to all other terms and conditions in the Town of Lunenburg Film Guide. However, this Location Agreement (hereinafter referred to as the “Agreement”) does not permit the Producer to use any logo or symbol owned by the Town to any greater extent than in the Production contemplated hereby and any promotional material related thereto and gives no patent or copyright in anything so filmed, recorded or taped or any particular representation thereof.
2. Traffic may only be held for a maximum of three minute intervals by the Producer and Town at each authorized filming location where traffic stoppage is required as per the attached Schedules. The Town reserves the right to alter such intervals as deemed necessary.

3. Permission is also granted by the Town to park authorized Production vehicles on Town property as set forth in Schedule "B" at such rate as described therein. An additional fee will be levied for all street parking used by Production vehicles or which is unavailable for use at metered parking spots due to the Production based on the daily rate as set out in Schedule "B".
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.
11. 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.
12. 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.

13. This Agreement is not assignable by the Producer, but the rights for exhibition pursuant to section 1 herein are fully assignable.
14. 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:

<p>_____</p> <p>(witness)</p> <p>_____</p> <p>(witness)</p> <p>_____</p> <p>(witness)</p> <p>_____</p> <p>(witness)</p>	<p>_____</p> <p>(Producer)</p> <p>Per: _____</p> <p>Per: _____</p> <p>Town of Lunenburg</p> <p>Per: _____</p> <p>Per: _____</p>
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