



ACCEPTANCE OF TERMS AND CONDITIONS FOR FILMING IN CALGARY

In consideration of The City of Calgary granting them permission to film at:

_____ (the "Location(s)")

on _____ (date(s)),

_____ (the "Applicant")
(Name of Applicant)

(Address of Applicant)

agrees as follows:

1. To indemnify and save harmless The City of Calgary and Calgary Economic Development from and against any and all claims, actions, damages, injuries, costs, expenses or losses of any kind which may be brought against or suffered by The City of Calgary, Calgary Economic Development or their personnel or agents as a result of or in connection with the Applicant's filming of other related activities at the Location(s); and
2. To maintain insurance coverage and provide proof of such coverage by way of Certificate of Insurance or Certified Copy, as follows:
 - (a) commercial general liability insurance in the amount of not less than \$2,000,000 (two million dollars) inclusive limit for any occurrence with an insurer licensed to do business in the Province of Alberta. Both The City of Calgary and Calgary Economic Development shall be listed as additional insured and such policy shall contain a cross liability clause and broad form contractual liability coverage; and
 - (b) automobile third-party liability insurance in the amount of not less than \$1,000,000 (one million dollars) inclusive limit covering all vehicles used in connection with the film-making activities; and
 - (c) any additional insurance required by The City of Calgary; and
 - (d) all above policies including 30 days written notice of cancellation or material change to all insured and additional insured; and
3. To obtain all necessary permits prior to filming; and
4. To adhere to all applicable federal, provincial and municipal laws; and
5. To pay any and all costs identified or incurred by The City of Calgary in connection with granting the Applicant permission to film; and
6. To adhere to The City of Calgary's Guidelines for Filming; and
7. To settle any disputes regarding this agreement by arbitration conducted in accordance with *The Arbitration Act (Alberta)*. The arbitral tribunal shall be composed of one arbitrator to be appointed jointly by the parties. Either party may request arbitration by providing notice in writing to the other party. If the parties cannot agree on an arbitrator in ten (10) days, either party may apply to the Court of Queen's Bench of Alberta for the Court to appoint an arbitrator.

PER: _____
(Signature)

_____ (Seal)
(Print Name and Position)

or

Witness

(Signature)

(Print Name)