

Schedule "A"

Terms and Conditions for Filming on City of Edmonton Property

1. Permit

- 1.1. Upon receipt of all applicable fees, fulfillment of all licensing and insurance requirements to the satisfaction of the City of Edmonton (the "**City**"), provision of any other required information, and signature by the Manager of Edmonton Transit or his designate, the Application Form shall serve as a Permit to carry on filming activities as described in the Application Form on the specific City of Edmonton Property as described in Appendix __ hereto, or on such alternate location as the City may direct from time to time (together, the "**Filming Location**").
- 1.2. Enquiries regarding the application shall be directed to

ETS Customer Programs
P.O. Box 2610, Station Main,
Edmonton, Alberta
T5J 3R5

or to takeETS@edmonton.ca
- 1.3. The City reserves the right to reject any Application for any reason whatsoever, including but not limited to space limitations or unsuitability of the proposed activity.
- 1.4. LRT station and bus terminal site maps, if available, will be made available to the Applicant to aid with planning. The final decision of site allocation shall be at the sole discretion of Edmonton Transit.
- 1.5. The Applicant, and any person engaging in a filming related activity on the Applicant's behalf, shall keep a copy of the Permit showing City approval when on City Property and must present it upon request to Bylaw Enforcement Officers, Edmonton Police Service Officers, Peace Officers, and Edmonton Transit personnel. If a Permit is not provided, the Applicant may be required to leave the property immediately.

- 1.6. The Applicant shall indemnify and save harmless the City, its servants, agents, employees, and Councillors from and against any and all losses, liabilities, claims, suits, actions, demands, expenses, damages and costs (and without limiting the generality of the foregoing, including solicitor and client costs) which may be brought or made against the City, or which the City may pay or incur, and which arise out of or in connection with any of the rights, licenses or privileges granted to the Applicant pursuant to this Agreement or out of any breach, violation or non-performance by the Applicant of its covenants or obligations pursuant to this Agreement, excepting where such liability arises out of the sole negligence of the City, its servants, agents, employees, or Councillors. This clause shall survive the termination of this Agreement.
- 1.7. The Applicant must apply for renewal of the Permit upon or prior to its expiry date should the Applicant wish to continue business on City property.
- 1.8. The City reserves the right to alter the Applicant's access to the Filming Location or any other City property or facilities at any time, acting reasonably, in response to City needs. The City shall not be responsible for any costs, expenses, or losses resulting from such alteration.
- 1.9. The Applicant shall not assign or transfer its rights under this Agreement without the prior written consent of the City, which permission may be unreasonably withheld.
- 1.10. Notwithstanding any other provision herein, the Applicant acknowledges that its right to use the Filming Location shall not be exclusive. The City expressly retains its right to permit other persons or entities to hold events or engage in activities on City property, including on the Filming Location, that may overlap with or conflict with the Applicant's right to use the Filming Location. Where such overlap or conflict occurs, the Applicant will be required to share or cede space as directed by the Manager of Edmonton Transit or his designate. The Applicant shall not be entitled to any refund or reduction in fees as a result of such sharing or cession of Filming Location.
- 1.11. The City reserves the right to relocate the Applicant in addition to the right to terminate the Agreement in accordance with Section 6.

2. **Applicant's Insurance**

- 2.1. Throughout the term of this Agreement, the Applicant shall maintain in full force and effect, comprehensive general liability insurance in an amount not

less than \$2,000,000.00 (two million dollars) per occurrence for personal injury and property damage. Such policy shall be endorsed to include contractual liability (including this Agreement), non-owned automobiles, independent contractors, employees as additional insureds, and cross liability. The Applicant shall provide the insurance in terms, form and with insurers that meet the prior approval of the City's Director of Risk Management.

- 2.2. The aforementioned insurance coverage policies shall be endorsed to provide the City with thirty (30) days prior written notice of cancellation or material change, and shall be in a form acceptable to the City's Director of Risk Management or his designate.
- 2.3. Upon request by the City, the Applicant shall provide additional insurance if this is deemed necessary by the City's Director of Risk Management or his designate. If requested, a written explanation will be provided to the Applicant for the additional insurance requirement.
- 2.4. It is further understood and agreed that the policy limits shown under Section (a) and (b) do not define or limit injury and/or property damage, nor does the City make any representations as to the adequacy of said limits or scope of coverage in event of a claim.

3. **Performance, Entertainment, Busking, or Vending**

- 3.1. This Agreement does not allow the Applicant to engage in performance, entertainment, or busking activities on City of Edmonton property. Should the Applicant wish to engage in any performance, entertainment, or busking activities, an additional permit must be obtained and the terms and conditions of such additional permit shall govern the performance, entertainment, or busking activities.
- 3.2. This Agreement does not allow the Applicant to engage in vending activities on City of Edmonton property. Should the Applicant wish to engage in any vending activities, an additional permit must be obtained and the terms and conditions of such additional permit shall govern the vending activities.

4. **Filming Activities**

- 4.1. The Applicant shall ensure all required permits, approvals, permissions, qualifications, and licenses are obtained as required by any applicable federal, provincial, or municipal government or regulatory agency.

- 4.2. The Applicant shall provide the City with the name and contact information of a person who will serve as the Applicant's agent, duly authorized to make decisions on the Applicant's behalf (the "**Applicant's Agent**"). The Applicant's Agent shall be present at the Filming Location at all times during filming activities and shall be responsible for coordinating with City staff and law enforcement officials.
- 4.3. The Applicant shall not place, affix, or install any structure or object in or upon City Property, with the exception of those structures or objects agreed to by the City and the Applicant during permit negotiations. An agreed upon list of structures or objects will be provided as part of the approved issued permit.
- 4.4. The Applicant shall not use or bring onto City property any flammable gases or liquids, pyrotechnics, theatrical smoke and fog, CO2 effects, and other atmospheric effect products.
- 4.5. The Applicant shall not obstruct or interfere with transit vehicles, doorways, transit equipment, fire hydrants, driveways, or fare payment areas. In addition, the Applicant shall not obstruct or interfere with the movement of transit patrons, pedestrians, motorists, City staff or create a hazardous condition for any of the foregoing.
- 4.6. The Applicant and any items or equipment related to filming must remain within permitted filming area at all times. A minimum clear walking space of 1.5 meters shall be maintained at all times in any area that passengers would ordinarily use for walking. All existing parking restrictions shall apply. The LRT Station platforms and Transit Centre islands shall not be used in connection with the filming operations, unless the City otherwise consents in writing.
- 4.7. The Applicant shall not solicit or harass pedestrians or transit patrons.
- 4.8. The Applicant shall remove all equipment and materials associated with their filming operation each evening. Absolutely no equipment or materials will be allowed to remain on City of Edmonton property after filming has concluded. The Applicant shall keep the Filming Location clean and neat.
- 4.9. The Applicant shall immediately follow the directions of City employees, representatives, and law enforcement officials with respect to filming activities and use of the Filming Location, including any direction to suspend

or cease filming activities in response to any safety concern or any suspected default of the Applicant's obligations under this Agreement.

5. **Payment of Fees**

- 5.1. All fees are payable immediately upon the City issuing an invoice for the same.
- 5.2. There will be a processing fee of \$20.00 on N.S.F. checks.

6. **Termination**

- 6.1. The Applicant may terminate this Agreement at any time by giving two (2) working days' written notice.
- 6.2. The City may terminate this Agreement at any time and for any reason whatsoever, without limitation, upon providing two (2) days' notice to the Applicant.
- 6.3. In addition to the City's right to terminate in Section 6.2 herein, the City may terminate this Agreement immediately if the Applicant is in default of any of its obligations under this Agreement, including any failure to pay fees. The City may suspend or terminate this Agreement immediately in the event of an emergency situation.

7. **Refunds**

- 7.1. Requests for a refund shall be made in writing. A full refund, subject to the administration fee, shall only be available where the refund request was received on or before the first day that the filming activity was to occur, as set forth on the approved Permit. No refunds will be available after this date.
- 7.2. All refunds are subject to a \$20.00 administration fee.

8. **Edmonton Transit Bylaws**

- 8.1. The Applicant expressly acknowledges that it is bound by the *City Bylaw 8353 - Conduct of Transit Passengers* (the "**Transit Bylaw**").

8.2. Violation of the Transit Bylaw shall be grounds for immediate termination of this Agreement, in addition to any further penalties and remedies that may be applicable under the Transit Bylaw.

9. **Approval of Product**

9.1. The City reserves the right to pre-approve all documentation for use by the Applicant including but not restricted to scripts or equipment lists prior to approval of the Application.