

FILMING INDEMNIFICATION AGREEMENT

“MVRD” or “Metro Vancouver Regional District” wherever referenced in this filming indemnification agreement (the “**Agreement**”), refers to any one or more of the following as applicable: Metro Vancouver Regional District (MVRD), Greater Vancouver Water District (GVWD), Greater Vancouver Sewerage and Drainage District (GVS&DD) and Metro Vancouver Housing Corporation (MVHC).

The undersigned Production Company (the “**Applicant**”) has made an application to MVRD to carry out certain filming activities (the “**Filming Activities**”) on certain lands and premises owned by, or under the control of, MVRD known as _____ (the “**Premises**”).

The undersigned Indemnitor (the “**Indemnitor**”) will benefit, directly or indirectly, from such Filming Activities on the Premises.

In consideration of being permitted to use the Premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Applicant and the Indemnitor, the undersigned agree as follows:

1. The Applicant and the Indemnitor will jointly and severally save harmless and indemnify MVRD and its directors, officers, servants, employees, agents, tenants, licensees and contractors (collectively, the “**Indemnified Parties**”) from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including, without limitation, in respect of death, injury, loss or damage to any person or property) (collectively, “**Losses**”) arising in any way out of or in any way connected with (i) the Filming Activities carried out by the Applicant, or (ii) the use and/or occupancy of the Premises by the Applicant or its employees, contractors, agents, representatives and invitees, except to the proportionate extent that such Losses were caused by the negligence or willful misconduct of the Indemnified Parties or any of them.
2. The Applicant and the Indemnitor hereby release the Indemnified Parties from and against any Losses arising in any way out of or in any way connected with (i) the Filming Activities carried out by the Applicant, or (ii) the use and/or occupancy of the Premises by the Applicant or its employees, contractors, agents, representatives and invitees, except to the proportionate extent that such Losses were caused by the negligence or willful misconduct of the Indemnified Parties or any of them.
3. The Applicant will maintain at its own expense, for so long as the Applicant uses the Premises, a Commercial General Liability Insurance Policy with limits in an amount of not less than \$5,000,000 providing coverage for claims for personal injury, death or property damage suffered by others arising directly or indirectly out of the use of the Premises by the Applicant. Such policy or policies shall have MVRD and the Indemnified Parties added as Additional Insureds and shall include a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured.
4. The Applicant agrees that the insurance policy or policies required herein will not be canceled, reduced, materially altered or amended without providing at least thirty (30) days’ prior written notice to MVRD. The provision of such insurance shall not limit the indemnity provided in paragraph 1 above.
5. The Applicant will provide and maintain Workers’ Compensation coverage and do everything reasonably practicable to establish and maintain a system to ensure compliance with Part 3 of the *Workers Compensation Act* (British Columbia) and the *Occupational Health and Safety Regulation* promulgated thereunder.
6. Neither this Agreement, nor any act, omission, or statement by MVRD, the Applicant or the Indemnitor, conveys any interest in the Premises, or any part thereof, or any other MVRD property, and no interest in the Premises or any other MVRD property is granted to the Applicant or the Indemnitor pursuant to this Agreement.

7. MVRD agrees that it has no rights of any kind to the Applicant’s film production entitled _____ and, accordingly, MVRD waives any right to injunctive relief to enjoin, restrain or otherwise interfere with the distribution or other exploitation of the same or its advertising or publicity.

Signed at _____, B.C. this ____ day of ____ 20____.

Name of Production Company: _____
Per: _____
Authorized Signatory _____
Print Name and Title _____

Name of Indemnitor: _____
Per: _____
Authorized Signatory _____
Print Name and Title _____

METRO VANCOUVER REGIONAL DISTRICT

Per: _____
Authorized Signatory _____
Print Name and Title _____