

FILMING INDEMNIFICATION AGREEMENT

“MVRD” or “Metro Vancouver Regional District” wherever referenced in this 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 (GS&DD), Greater Vancouver Housing Corporation (GVHC).

The undersigned Production Company (the “Applicant”) has made application to MVRD to carry out certain filming activities on certain lands and premises owned by or under the control of the Metro Vancouver Regional District know as (the “Premises”).

The undersigned Indemnitor (the “Indemnitor”) will benefit, directly or indirectly, from such filming activities.

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 the Metro Vancouver Regional District and its directors, officers, servants, employees, agents, tenants, licensees and contractors (the “Indemnified Parties”) from and against all actions, claims, demands, proceedings, suits, losses, damages, costs and expenses of whatsoever kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or in any way connected with the use of the Premises by the Applicant except to the proportionate extent that such actions, claims, demands, proceedings, suits, losses, damages, costs and expenses were caused by the Indemnified Parties or any of them.

2. 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 the Metro Vancouver Regional District and the Indemnified Parties added as Additional Insureds.

The Applicant agrees that to the extent it affects this agreement that the policy required herein will not be canceled, reduced, materially altered or amended without providing at least thirty (30) days prior written notice by registered mail to the MVRD. The provision of such insurance shall not limit the indemnity provided in paragraph 1 above.

3. The Applicant will provide and maintain Workers’ Compensation Board coverage and do everything reasonably practicable to establish and maintain a system to ensure compliance with Part 3 of the Workers’ Compensation Board Amendment Act and the WCB OH&S Regulation.

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 _____