



## Part II: Signed Insurance and Indemnification Declaration

In this Part II,

**“Claims”** means claims, losses, actions, suits, proceedings, causes of action, demands, damages (incidental, direct, indirect, special, consequential or otherwise), fines, duties, interest, penalties, judgements, executions, liabilities, responsibilities, costs, charges, compensation, payments and expenses including, without limitation, any professional, consultant and legal fees on a complete indemnity basis.

**“Owner”** means the applicant listed in this application.

**“Injury”** means bodily injury, personal discomfort, mental anguish, shock, sickness, disease, death, false arrest, detention or imprisonment, assault, threatening, malicious prosecution, libel, slander, defamation of character, invasion of privacy and discrimination, or any of them, as the case may be.

### **Insurance:**

A certificate of comprehensive general liability insurance for the business in the amount of \$1 million dollars, vehicle registration and insurance for all vehicles identified as part of the Local Film Licence

### **Indemnity:**

The Owner shall promptly defend, protect, indemnify and hold completely free and harmless the Town from and against any and all Claims in connection with any Injury or any loss or damage to property (a) arising from or out of this Application or the occupancy or use by the Owner of any lands owned by the Town, or any part thereof, or occasioned wholly or in part by any fault, default, negligence, act or omission of the Owner or by any person permitted to be on the premises under the control of the Owner; and (b) arising from, relating to or occurring in whole or in part by any fault, default, negligence, act or omission by the Owner or any of the directors, officers, servants, employees, contractors, agents, invitees and licensees of the Owner and all other persons over whom the Owner (i) may reasonably be expected to exercise control, and (ii) is in law responsible. If the Town shall be made a party to any litigation commenced by or against the Owner, then the Owner shall promptly indemnify and hold completely free and harmless the Town and shall pay the Town all costs and expenses, including, without limitation, any professional, consultant and legal fees on a complete indemnity basis that may be incurred

or paid by or on behalf of the Town in connection with such litigation on demand. The indemnity of the Owner contained in Part II shall not be prejudiced by, and shall survive the expiration of the time period under which the permit for this Application applies.

**I have read this Part III and agree to its terms and conditions in consideration of any grant of a Filming Permit provided to me. I verify that I meet all necessary requirements imposed to be eligible to obtain a Filming Permit.**

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name (print): \_\_\_\_\_

Position (if a corporate applicant): \_\_\_\_\_

“I have the authority to bind the company (if a corporate applicant)”