

LICENCE AGREEMENT FOR FILMING ON TOWN PREMISES

Between:

**THE CORPORATION OF THE TOWN OF OAKVILLE**  
(the "Town")

- and -

**ARCADERS PRODUCTIONS LTD. "FLATLINERS"**  
(the "Company")

**WHEREAS** the Town owns or lawfully controls the use of the premises known as the Former Oakville-Trafalgar Memorial Hospital Site (the "Premises") located at 327 Reynolds Street, Oakville, Ontario.

**AND WHEREAS** the Company wishes to use the Premises to film a production currently entitled "Flatliners" (the "Production");

**NOW THEREFORE**, in consideration of the payments, covenants, terms, conditions, warranties and provisos contained in this Agreement, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**Definition**

1. In this Agreement "filming" means recording certain scenes for the Production, including without limitation photographing the Premises and reproducing the Premises elsewhere for the purpose of photographing the same, including the name, signs and identifying features thereof, accurately or otherwise, by means of film, tape, videotape, digital formats or other medium and "to film" has a corresponding meaning. Notwithstanding the foregoing, name of the Premises as set out in the first recital of this Agreement and "Town of Oakville" or like derivatives may only be used with the prior written consent of the Town.

**Permission to Use the Premises**

2. For the period of time specified in section 4, the Town agrees to permit the Company the temporary, non-exclusive right to use the Premises to film the Production, including but not limited to access to and egress from the Premises for its personnel and equipment, and the personnel and equipment of its contractors, agents, independent producers and suppliers, for the purposes of erecting and maintaining temporary sets, subject to the Town's right to enter the Premises at any time to maintain, repair or inspect the Premises or in an emergency situation as determined in the sole discretion of the Town.

3. The Company agrees that its use of the Premises shall be subject to the following conditions:
  - The Company shall only film inside of the Premises, unless it advises the Town in writing of a need to film outside at the Premises at least fourteen (14) days prior to the need to film outside. Should the Company have a need to film outside at the Premises, then the Company shall first comply with the provisions in Schedule A attached before it may proceed with the outside filming;
  - All vehicles in connection with the filming of the Production shall be parked on the Premises and no vehicles may be parked on streets in the area without the prior permission of the Town;
  - The Company agrees to pay for any additional cleaning or security required for the Premises as a result of Company's use thereof. The Town retains the right to charge the Company for any additional cleaning, should the Company leave the Premises in a manner other than as it was before filming, reasonable wear and tear excepted.

### **Term**

4. The permission granted in this Agreement shall be for the period of time commencing August 10, 2016 at 8:30 am and ending August 24, 2016 at 3:30 pm (the "Term"). Any additional period of time required after the expiration of the Term will be subject to the covenants, terms, conditions, warranties and provisos contained in this Agreement, the availability of the Premises and the prior written consent of the Town. There is no guarantee that any additional period of time will be available and the Town is under no obligation to ensure that an additional period of time is available.

### **Company's Rights**

5. The Town agrees to permit the Company the right to construct duplications of the Premises and to use such duplicates and to film them for the purposes of the Production.
6. All rights of every kind in and to all photographs and sound recordings made hereunder (including, but not limited to, the right to exhibit any and all scenes photographed or recorded at and of the Premises or reproduction of the Premises throughout the world in perpetuity) shall be and remain vested in Company, its successors, assigns and licensees, and neither the Town nor any tenant, or other party now or hereafter having an interest in the Premises, shall have any right of action against Company or any other party arising out of any use of said photographs and/or sound recordings whether or not such use is, or may be claimed to be defamatory, untrue, or censurable in nature and the Town, any tenant, and any other party now or hereafter having an interest in the Premises, hereby waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the exploitation of any such photography or sound recordings. The Town hereby waives any and all "moral rights" it may have, if any, in all photographs and sound recordings made hereunder and in and to the use of such photographs and/or sound recordings in the Production.
7. The rights and remedies of the Town in the event of any breach by Company of this agreement shall be limited to the Town's right to recover damages, if any, and the Town

waives any right or remedy in equity, including without limitation any right to terminate or rescind this agreement, or any right granted to Company hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, exhibition or other exploitation of the Production or any parts or elements thereof or the use, publication or dissemination of any advertising in connection therewith.

8. The Company shall have no obligation to use the Premises or include the Premises in the Production. If the Company determines not to use the Premises prior to the commencement of the Term, then the Company may terminate this Agreement. If the Company determines not to use the Premises after the Term has commenced, then this Agreement may only be terminated on the mutual consent of both parties; provided that in all events the rights granted to Company hereunder with respect to any and all footage shot before such termination shall remain the sole and exclusive property of Company irrespective of any termination of this Agreement.

### **Condition of the Premises**

9. The Company agrees to accept the Premises in the condition the Premises are in when the Term begins and:
  - (a) not to call upon the Town to do or pay for any work or supply any equipment to make the Premises more suitable for the filming of the Production;
  - (b) not to make any permanent alterations to the Premises without the prior written consent of the Town; and
  - (c) to inspect the Premises and confirm to its own satisfaction that the Premises are safe to proceed with the filming of the Production.

Notwithstanding the foregoing, the Company may place any and all necessary facilities and equipment, including temporary sets, on the Premises and agrees to remove the same after the completion of the Company's work.

10. The Company agrees to leave the Premises when the Term ends in substantially as good condition as when the Term began, reasonable wear and tear excluded, including but not limited to removing any equipment or sets. Upon expiry of the Term, the Town will inspect the Premises. Should the Premises be in the substantially as good condition as when the Term began, reasonable wear and tear excluded, the Town will refund the security deposit to the Company or offset it against the final payment of fee and applicable H.S.T. Should the Premises not be in substantially as good condition as when the Term began, reasonable wear and tear excluded, the Town may use the security deposit to pay for any necessary repairs, with any balance remaining being refunded to the Company. Should the security deposit be insufficient to fund the necessary repairs, the Company shall pay to the Town any amounts paid by the Town in excess of the security deposit.

11. The Town designates the Company as its agent-in-fact with full authority to act in conjunction with and/or on behalf of and in the name of the Town to expel from the Premises any individual not authorized to be present at the Premises by either the Company or the Town.

### **Filming of Town Employees**

12. The Company agrees that it will not knowingly film any employee of the Town without such party's knowledge, except for incidental background filming, without the prior written consent of such employee.

### **Payment**

13. The Company agrees to pay to the Town: (a) a security deposit in the amount of \$25,000, (b) a fee in the amount of \$30,000 plus applicable H.S.T. (based on the current estimated days), and (c) any and all applicable permit fees required by the Town, plus applicable H.S.T. for the use of the Premises. Payment must be in the form of a certified cheque or money order in Canadian funds made payable to the "Town of Oakville". The entire security deposit will be due on signing of this Agreement by The Company. 25% of the fee, plus applicable H.S.T., will be due on signing this Agreement by the Company and 75% of the fee, plus applicable H.S.T., will be due by upon signing of agreement by the Town. The \$30,000 fee has been calculated on the following schedule: Prep Days – August 4, 5, 8, 9, 10, 11, 12,15,16, 2016 (9 days) @ \$1,500/day; Filming Days – August 17, 20, 21, 2016 (3 days) @ \$3,000/day; Wrap Days – August 23, 24, 25, 26 2016 (4 days) @ \$1,500/day; and any Hold Days (currently 3 planned) @ \$500/day. An additional security deposit or an additional fee or both may be required before permission is granted for an additional period of time under section 4 or a reclassification of any days among Prep Days, Filming Days, Wrap Days and Hold Days. All requisite permits (eg. change of use, fire, etc.) shall be in place prior to the commencement of filming. The Town has the option to charge for additional cleaning or security costs if required.

### **Release, Indemnity and Insurance**

14. The Company agrees to use reasonable care to use the Premises in a safe manner and in compliance with all applicable federal, provincial or municipal laws and regulations. In particular, and without limiting the generality of the foregoing, the Company shall comply with all applicable provisions of the Town's Noise By-law 2008-098, as amended.
15. The Company agrees that the Town shall not be responsible or liable to the Company or any other party in conjunction with the death or personal injury of any person or any damage or loss of property caused by the use of the Premises by the Company, with the exception of claims arising as a result of the negligence or wilful misconduct of the Town or its employees or agents.
16. The Company agrees to defend, indemnify and save harmless the Town from any and all claims, actions, damages, injuries, costs, expenses or losses whatsoever, including in

conjunction with the death or personal injury of any person or any damage or loss of property, which may arise or be brought against the Town as a result of or in connection with the use of the Premises by the Company or its personnel (other than claims arising from the negligence or wilful misconduct of the Town or its employees or agents) and specifically, without limiting the foregoing, that the Town will not be responsible for any liability arising from the use with respect to advertising or any copyright or trademark infringement.

17.(1) The Company agrees to provide the Town with:

- (a) Commercial General Liability Insurance, including but not limited to bodily and personal injury liability, property damage, and non-owned automobile and having an inclusive limit of not less than \$5,000,000 in the aggregate and endorsed to include the Town of Oakville as additional insured; and
  - (b) Standard Form Automobile Liability Insurance that complies with all requirements of the current legislation of the Province of Ontario, having an inclusive limit of not less than \$2,000,000 per occurrence for Third Party Liability, in respect of the use or operation of vehicles owned, operated or leased by or on behalf of the Company for the Production or for the provision of the production services.
- (2) Prior to the commencement of the Term, the Company shall deposit with the Town a certificate of insurance. The certificate of insurance shall reference this Agreement and provide that at least 30 days prior written notice shall be given to the Town by the Insurer before the Insurer or Company takes any steps to cancel, terminate, fail to renew, amend or otherwise change or modify the insurance or any part thereof. The Certificate Holder will be addressed as The Corporation of the Town of Oakville, 1225 Trafalgar Road, Oakville, Ontario, L6H 0H3. All certificates, cancellation, non-renewal or adverse change notices should be mailed to this address.
- (3) The Town reserves the right to require the Company to provide such additional insurance coverage or higher limits of insurance as the Town's Risk Management Section may reasonably require.

## General

18. Any notice required or permitted to be given under this Agreement shall be given either by personal delivery or email to the following:
- (a) in the case of the Town to: Dorothy St. George, Director, Economic Development at [dorothy.stgeorge@oakville.ca](mailto:dorothy.stgeorge@oakville.ca) ; or
  - (b) in the case of the Company to: Srdjan Vilotijevic, Location Manager at [lakepicturesinc@gmail.com](mailto:lakepicturesinc@gmail.com) .

Either party may change its recipient for notices by giving notice to the other party.

19. This Agreement shall be binding on and inure to the benefit of the Town, the Company and their respective successors and assigns, except that the Company shall not assign any of its rights to enter the Premises under this Agreement.
20. Any provision of this Agreement, which is or becomes prohibited or unenforceable in any jurisdiction, shall not invalidate or impair the remaining provisions of this Agreement, which shall be deemed severable from the prohibited or unenforceable provision and any prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable that provision in any other jurisdiction.
21. In the event of the expiration or termination of this Agreement for any reason whatsoever, the provisions of this Agreement that by their nature extend beyond the expiration or termination shall survive and remain in effect until all obligations are satisfied.
22. The Town warrants that the Town has the full right and complete authority to enter into this Agreement, that the consent of no other party is necessary to effectuate the full and complete permission granted herein to Company to use the Premises as described above or to grant the rights conveyed to Company hereunder.
23. Any and all disputes arising out of or in connection with this Agreement shall be resolved by single arbitrator in accordance with the *Arbitration Act* (Ontario). The parties will be individually responsible for their own legal expense incurred in the course of a dispute and the arbitration of any dispute under this Agreement.
24. In no event will any party hereto be liable for or have any obligation to pay to the other consequential and/or incidental and/or special and/or punitive damages, all of which are expressly excluded, and the parties hereby waive any right to recover any such damages from the other.

[remainder of page intentionally left blank]

25. This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the law of Canada applicable therein.

**IN WITNESS WHEREOF** the Town and the Company have executed this Agreement in the manner prescribed by law.

**THE CORPORATION OF THE TOWN OF OAKVILLE**

\_\_\_\_\_  
R.G. (Ray) Green, P. Eng., CAO

\_\_\_\_\_  
Date

We have authority to bind the Corporation.

\_\_\_\_\_  
Vicky Tytaneck, Clerk

We have authority to bind the Corporation.

**ARCADERS PRODUCTIONS LTD. "FLATLINERS"**

Per:

\_\_\_\_\_  
Michael Bederman, Authorized Representative

\_\_\_\_\_  
Date

I have authority to bind the Corporation.

## **SCHEDULE A**

### **CONDITIONS FOR FILMING OUTSIDE**

If the Company intends to film outside at the Premises, the Company shall comply with the following requirements:

- The Company shall provide ten (10) days advance notice on a notification letter to the Ward 2 councillors, all residents and businesses within 500 metres of the Premises including the following details:
  - o The name, address and phone numbers of the Company's office and representatives (including after hours emergency numbers)
  - o Duration of the outdoor filming, proposed start time and completion time (which is inclusive of clean up activities for each day of filming)
  - o number of cast and crew involved in the filming
  - o identify if bright lighting will be used and its effect on other properties
  - o identify possible sources and magnitude of noise during the Production
  
- Outdoor filming may only occur between the hours of 8:00 a.m. and 11:00 p.m. This time frame includes the time required for the arrival and departure of cast and crew, as well as setting up and dismantling sets, equipment and clean up.
  
- Filming activities which involve the use of explosives, pyrotechnics, fireworks detonations, guns, gunfire or similar special effects, must be specifically approved by Halton Regional Police Services, Oakville Town Council, and the Town of Oakville Fire Department.