

FILMING APPLICATION

Applications to be submitted to the
 Economic Development Officer
david.tuley@townofws.ca

CONTACT INFORMATION		
Production Company:		
Name of Film:		
Contact Person:		
Address:		
Phone #:	Fax #:	Mobile #:

☆ Feature for: <input type="checkbox"/> Cable <input type="checkbox"/> Direct to Video <input type="checkbox"/> Theatrical Release Distributor:	☆ TV Movie: <input type="checkbox"/> Network: _____	☆ TV Series Only: <input type="checkbox"/> Season #: _____ <input type="checkbox"/> Network: _____ Total # of Episodes in this season: _____ Episode #: _____ to _____ Episode #: _____	
		<input type="checkbox"/> 1/2 Hour	<input type="checkbox"/> 1 Hour episodes
☆ Miniseries: <input type="checkbox"/> Season #: _____ <input type="checkbox"/> Network: _____	☆ TV Special / TV Pilot: <input type="checkbox"/> TV Pilot <input type="checkbox"/> Short Drama <input type="checkbox"/> Documentary	<input type="checkbox"/> New Media <input type="checkbox"/> Short Film <input type="checkbox"/> Student film <input type="checkbox"/> Other (describe):	

FEES:

The Economic Development Officer (EDO) will work with the Film Scout or Production Company to determine a fee schedule according to the Fees & Charges Bylaw. Fees are higher in the Heritage Downtown Area. Road Occupancy, disruptions or closures will incur additional fees. Major special effects are generally discouraged. Not-for-profit and student productions may be exempt from fees as determined by the EDO.

GENERAL NATURE OF THE PRODUCTION:			
NOISE: Will filming involve any type of noise likely to cause concern to residents? Please Specify:			
SPECIAL EFFECTS	<input type="checkbox"/> None	<input type="checkbox"/> Minor (snow, water)	<input type="checkbox"/> Major (firearms, explosives) <input type="checkbox"/> Pyrotechnics – Fire & Emergency Services approval <input type="checkbox"/> Firearms – York Regional Police approval
FILMING DATES AND TIMES (including rain dates):			
LOCATION(S)			
Roads Within the Jurisdiction of The Town of Whitchurch-Stouffville: (attached list if required)			
Municipal Address	Date	Time(s)	Closure(s) Partial\Full
Private Property: Is Private Property(s) To Be Used? Provide municipal address			

NOTE: A ROAD OCCUPANCY PERMIT MUST BE OBTAINED FROM THE TOWN FOR LOCAL ROADS

The EDO will liaise between the Film Scout/Production Company and Public Works to determine Road Closure and/or disruption submission requirements.

NOTE: ROAD OCCUPANCY PERMIT MUST BE OBTAINED FROM THE REGIONAL MUNICIPALITY OF YORK FOR THE FOLLOWING REGIONAL ROADWAYS www.york.ca

Aurora Road, Bloomington Road, Davis Drive, Kennedy Road, McCowan Road, Ninth Line, Stouffville Road (from Hwy #404 to Hwy #48) Vivian Road, Warden Avenue, and York/Durham Line.

PLEASE PROVIDE VIA EMAIL TO THE EDO

:

- 1) Signed Roles & Responsibilities (Attached)
- 2) Signed Hold Harmless Agreement (Attached)
- 3) Proof of Insurance with Town of Whitchurch-Stouffville named as insured
- 4) Copy of draft Notification Letter to residents/businesses in the affected area

SCHEDULE "B" - RESPONSIBILITIES OF THE FILM COMPANY

1. All affected residents and businesses must be notified by the Applicant, **in writing**, as follows:
 - a) filming - no special effects - 48 hours in advance of the duration, location and subject matter of the filming.
 - b) filming - minor special effects - 7 days in advance of the duration, location and subject matter of the filming.
 - c) filming - major special effects - 14 days in advance of the duration, location and subject matter of the filming.
2. The maximum number of "production" vehicles, clearly identified, allowed by permit on streets in residential areas will not exceed 12.
3. Any equipment and vehicles not in use shall be placed in such a manner, not to cause any interference to pedestrians or vehicular traffic.
4. Production vehicles must not block fire hydrants, driveways and access/ingress ramps.
5. All generators used on streets in residential areas shall be silenced.
6. Filming in residential areas shall be restricted to hours between 7:00 a.m. and 11:00 p.m. unless a majority of affected residents, having been duly notified, give their consent.
7. Lighting for filming shall be oriented away from neighbouring residences and should not interfere with the safe operation of traffic movement.
8. The applicant shall reimburse the Town for any costs incurred as a result of the filming prior to the deposit (certified cheque or letter of credit) being released following the filming.
9. The applicant shall pay the cost of providing all signs, barricades, delineators and other traffic control measures.
10. A traffic control plan shall be submitted for approval by Public Works; such plan to include:
 - limits of proposed road closure(s)
 - location and description of traffic control signs and barricades
11. **The applicant shall, at his expense and in such numbers as may be required, engage paid off-duty police officers or similar. The applicant shall provide proof that these officers have been engaged.**

12. **The applicant shall pay the cost of any paid duty firefighters required on location as deemed necessary by the Fire Chief.**
13. The applicant shall comply with any other conditions or guidelines as deemed necessary by Public Works.
14. The Town may withdraw permission to film at any time for noncompliance by the applicant with the policy.

I HAVE READ THE RESPONSIBILITIES OF THE FILM COMPANY OUTLINED IN SCHEDULE "B" AND AGREE TO THE CONDITIONS SET OUT THEREIN.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____ 20__

I have the authority to bind the applicant.

**PART 2 - RESPONSIBILITIES OF THE APPLICANT
HOLD HARMLESS AGREEMENT**

Special Event

Date(s) and Time(s)

In consideration of the granting to the Applicant of a Special Event Permit, the Applicant covenants and agrees as follows:

1. The Applicant shall use due care in the permitted space to ensure that no person is injured, no property is damaged, or lost and no rights are infringed.

2. The Applicant shall be solely responsible for, and shall indemnify and save harmless The Corporation of the Town of Whitchurch-Stouffville and its officers, employees and agents from and against, all losses, claims, liabilities and demands arising from or in any way incidental to or connected with the use of the permitted space and the special event referred to below, including but not limited to the following:
 - o any death, injury to persons, and/or any damage to or loss of property;
 - o any violation or infringement of any property rights;
 - o any wrongful or negligent act or omission of the Applicant, any agent, invitee, officer, director or employee of the Applicant, or any other person authorized by the Applicant; and/or
 - o the breach of any term or condition of the Permit by the Applicant, any agent, invitee, officer, director or employee of the Applicant, or any other person authorized by the Applicant.

Cancellation of Permit

The Permit may be cancelled immediately if the Applicant fails to comply with any of the terms and conditions of the Permit or this document. Any unauthorized structures or works left on the permitted space may be removed by The Corporation of the Town of Whitchurch-Stouffville at the Applicant's sole cost.

Name of Applicant (please print): _____

Signature of Applicant: _____ Date: _____

Name of Witness (please print): _____

Signature of Witness: _____ Date: _____