Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

Filming & Temporary Development Application

Important: The civic address must be clearly visible from the roadway prior to any permit being issued.

Please complete this application form, and any resulting permit shall include proof of insurance naming the Town of Logy Bay-Middle Cove-Outer Cove as additionally insured and Release and Indemnity Agreement.

PART 1

Applicant Name: _____ Ph: (H) _____ (C) _____

Mailing Address: _____

Property Owner Name: _____ Ph: (H) _____ (C) _____

Mailing Address: _____

FILMING LOCATION: (Location of Land to be Developed or Used)

_____

_____

_____

Civic Address of Development (if applicable): _____

Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

EXISTING LAND USES (Check Appropriate Box(es) & Specify)

☐ Residential ☐ Crown Land ☐ Unknown ☐ Commercial ☐ Vacant ☐ Other

DESCRIBE THE PROPOSED USES OF THE LAND (as part of this application)

_____

_____

_____

PROPOSED MEANS OF ACCESS

☐ Existing Access ☐ New Access (Culvert) ☐ Marine Drive

New access driveways located on Marine Drive require a permit from the Department of Transportation and Works prior to any Town approval.

Development of Temporary Structures

1. Submit copy of the concept plan illustrating how you intend to use the sites (i.e., parking area, filming area, security area, catering area, etc.).

2. Will any structure be erected for filming? _____Yes _____No

3. If yes, describe structure: size, dimensions, materials used, etc., with diagram (Google Earth or survey) and indicate exactly where the structure(s) will be erected.

Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

4. How long will the structure(s) be erected?

5. How will the structure(s) be stabilized or affixed?

6. When will the structure(s) be removed?

7. Describe how you will remediate the site back to original condition?

Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

Please be advised of the following:

1. Portions of Middle Cove beach is in the jurisdiction of the Province of NL and the jurisdiction of the Town of Logy Bay-Middle Cove-Outer Cove. (A copy of the Provincial Approval/Permit to be submitted to the Town for information purposes.)

2. Marine Drive is under the jurisdiction of the Province of NL (Transportation and Works) and you are required to obtain any necessary permits with conditions from them.

3. The Town of Logy Bay-Middle Cove-Outer Cove snow clearing regulations are in effect from 01 November to 30 April in any succeeding year and compliance with the regulation is mandatory. (Copy of the Regulations are attached.)

4. Any traffic control measures must be compliant with the most current version of Provincial Department of Transportation and Works, Traffic Control Manual. (A copy of traffic control plan measures to be submitted to the Town for information purposes.)

5. If any pyrotechnics are involved in the film production, the Town should be advised and a MOU and contract must be in place with St. John's Regional Fire Department prior to filming. (Copy of MOU and Contract to be submitted to the Town for information purposes.)

6. Waterways, beaches and oceans fall under Provincial and Federal jurisdiction. You are required to contact the appropriate Government Department for any necessary permits. (I.e., Provincial Departments of Municipal Affairs and Environment, Transportation and Works, Federal Department of Fisheries and Oceans, etc.)

7. Pedestrian access to the beaches and the East Coast Trail are to be maintained. Submit a plan illustrating the location of access points that will be kept open for public access.

8. The Royal Newfoundland Constabulary are to be contacted regarding your plans, especially traffic control plans.

9. Site security and crowd control shall be the responsibility of the film production company. Submit contact name and information of security contact in case the Town needs to contact security personnel.

10. You are required to provide on-site portable washroom facilities.

11. There shall not be any defacing or physical alteration of the natural environment.

Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

PART 2

Date:	
Name of Film:	
Location Manager:	**Cell:**
Film Synopsis:	

Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

Filming Date(s) Please attach any additional dates	**Filming Time(s)**	**Filming Location(s)**	**Municipal Request(s)** Use of Town Property, Intermittent Traffic Delays, Parking Lot Control, Temporary Development Structure Permit, Property Access, Roadside Parking

Mandatory printed notifications shall be delivered to residents and businesses of the Town via Canada Post at least seven days before filming begins. Copies of the notifications must also be sent to the Town of Logy Bay-Middle Cove-Outer Cove. Please indicate the date you will be notifying residents and businesses:

_____ day _____ month _____ year.

Logy Bay Middle Cove Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

Film production company (local):		
Film production company (parent):		**Phone:**
Company address:		
Phone:	**Fax:**	**Email:**
Base camp location(s):		
Number of base camp vehicle(s):		
Number of <u>location</u> production vehicles and their sizes and specify parking location plan:		
Number of cast:		
Number of crew:		
Film Type:		
Feature Film		
TV Movie		
TV Series ½ hour or 1 hour episodes		
Commercial/Video		
University/College		
Other		
Production:		
Canadian		
American		
Other		

Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

INSURANCE

A certificate of insurance naming Town of Logy Bay-Middle Cove-Outer Cove as "additionally insured" must be provided in order to film on Town property.

The Film Production Company shall indicate the amount of coverage necessary based on the type of filming involved and the extent of filming that takes place on or around Town of Logy Bay-Middle Cove-Outer Cove property.

Release and Indemnification Form: A Release and Indemnification Agreement is attached to this application and must be signed and returned to the Town with the application.

Security Fees: If any temporary buildings or structures are to be erected or constructed, a security fee of $5000.00 in the form of cash or certified cheque made in the name Town of Logy Bay-Middle Cove-Outer Cove is required as a condition of the permit being issued. The release/return of the security fee is subject to the acceptable removal to the Town of the equipment and temporary structures, land remediation back to its original state and no damages or alterations to the natural environment or Town property incurred.

DECLARATION: I hereby submit this application and confirm that the information supplied is correct and complete to the best of my knowledge. I agree to comply with all Municipal and Provincial Regulations and conditions approved by the Town of Logy Bay-Middle Cove-Outer Cove and not to commence building or filming without applicable written approval and permits from the Town of Logy Bay-Middle Cove-Outer Cove.

Applicant: _____

Date: _____

Company Name: _____

Date: _____

Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

RELEASE AND INDEMNITY AGREEMENT

This Acknowledgment, Release and Indemnity Agreement ("Agreement") is entered into

Between _____

(NAME OF FILM CORPORATION TO BE INSERTED) as Releasor of the one part, and the

and: **TOWN OF LOGY BAY-MIDDLE COVE-OUTER COVE,** a municipal corporation incorporated under the laws of the province of Newfoundland and Labrador, and continuing under the *Municipalities Act,* SNL 1999, c. M-24, as Releasee of the other part;

WHEREAS the Releasor is or intends to conduct a filming event in the Town of Logy Bay-Middle Cove- Outer Cove, Newfoundland and Labrador (the Town");

AND WHEREAS a "filming event" means filming, videotaping, photography or any other form of visual recording and their associated activities for a feature film, television film, television program, documentary, commercial, music video, educational film or other purpose outside a studio or film laboratory (the "Filming Event");

AND WHEREAS prior to the Releasor commencing a Filming Event in the Town, the Releasee requires the Releasor to execute this Agreement in favour of the Releasee;

NOW THEREFORE THIS INDENTURE WITNESSETH for and in consideration of the sum of One Dollar ($1.00) paid by the Releasee to the Releasor (the receipt whereof and sufficiency thereof on the part of Releasor is hereby acknowledged) and the granting of

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

permission by the Releasee to the Releasor to conduct a Filming Event in the Town, the Releasor and its heirs, executors, administrators, successors and assigns, as applicable, hereby release and forever discharge the Releasee its agents, employees, officers, councillors, directors, partners, heirs, assigns, subsidiaries, predecessors and successors from all actions, suits, causes of action, debts, dues, accounts, bonds, covenants, contracts, costs, claims and demands whatsoever, including all claims for compensation, general damages, special damages, interest, costs, expenses, disability, present, past and/or future and any aggravation, foreseen or unforeseen as well as for injuries presently undisclosed and all demands and claims of any kind or nature whatsoever arising out of or in any way connected with the granting of permission by the Releasee to the Releasor to conduct a Filming Event in the Town and/or with respect to the Filming Event in the Town;

AND for the consideration aforesaid, the Releasor does hereby covenant, agree and undertake to fully and completely indemnify and save harmless and to keep indemnified the Releasee from any past, present and/or future actions, claims, demands, causes of action or suits which may be brought by or on behalf of the Releasor and/or its heirs, executors, administrators, successors and assigns, as applicable, or by any persons claiming directly or indirectly through or under it, against the Releasee, or by any persons claiming directly or indirectly against the Releasee for and in respect of any of the matters or things hereinbefore set forth. Such indemnity shall include an indemnity against all costs of defending such claims, including legal fees on a solicitor and own client basis;

AND for the consideration aforesaid, the Releasor agrees not to make any claim or take any proceeding in connection with any of the claims released herein against any person or corporation who might claim contribution or indemnity from the Releasee.

The Releasor agrees that they have read this Agreement and have had the opportunity to obtain independent legal advice with respect thereto and understand that it contains a full and final release of all claims, past, present and/or future, that they have or may have against the Releasee for and in respect of any of the matters or things hereinbefore set forth and there is

Logy Bay
Middle Cove
Outer Cove

744 Logy Bay Road
Logy Bay, NL
A1K 3B5

P: (709) 726-7930
F: (709) 726-2178
email: office@lbmcoc.ca
www.lbmcoc.ca

no admission of liability on the part of the Releasee for any claims, demands or causes of action which may lie against the Releasee and that such liability, past, present and/or future, is denied.

IN WITNESS WHEREOF the Releasor have hereunto executed this Agreement on the

_____ day of _____, 20_____

SIGNED, SEALED AND DELIVERED by the Releasor in the presence of:

_____
RELEASOR

_____
WITNESS

SIGNED, SEALED AND DELIVERED by the Releasee in the presence of:

_____
RELEASEE

_____
WITNESS