



FILMING PERMISSION APPLICATION

CHECKLIST OF REQUIREMENTS

Applicants should note that Filming Permissions will not be issued by the Town of Smiths Falls until a complete application has been submitted and has been thoroughly reviewed. A complete application includes the following documentation as well as payment of the standard application Fee of \$100 +HST and any other municipal fees associated to the filming activities.

Also see A Guide to Filming in Smiths Falls for filming requirements and restrictions.

SMALL PRODUCTION – In Municipal Parks/Facilities that do not require road/pedestrian closures

- Application submitted a minimum of 14-7 days in advance of filming.
- Proof of Insurances - minimum \$5 million Commercial Liability, naming the Corporation of the Town of Smiths Falls as Additional Insured.
- Proof of Approvals – All non-municipal approvals related to production (i.e. local governing bodies, agencies or corporation, and/or landowner(s)).
- Hold Harmless Agreement - Applicants must enter into a Hold and Save Harmless and Indemnity Agreement, otherwise known as the “Filming Agreement”.

OR

LARGE PRODUCTIONS – Road/pedestrian closures, pyrotechnics, stunts and/or on municipal property

- Applications submitted minimum of 30-14 day in advance of filming.
- Proof of Insurances - minimum \$5 million Commercial Liability, naming the Corporation of the Town of Smiths Falls as Additional Insured.
- Proof of WSIB Coverage
- Proof of Approvals – All non-municipal approvals related to production (i.e. local governing bodies, agencies or corporation, and/or landowner).
- Hold Harmless Agreement - Applicants must enter into a Hold and Save Harmless and Indemnity Agreement, otherwise known as the “Filming Agreement” (Schedule A)
- Copy of Notification – Notification to Residents/Businesses directly affected by closures or disruptions caused by filming required seven (7) days’ notification prior to filming.
- Special Parking Requirements and complete Schedule B (if applicable).
- Pyrotechnic Requirements and completion of Schedule C (if applicable).
- Emergency and Traffic Control Plan and completion of Schedule D.
- Paid Duty Officer Requests – Schedule E (if applicable).
- Facilities Rental Application – Schedule F (if applicable).



FILM PERMIT APPLICATION

Fee - \$100 +HST (Additional fees may apply)

PRODUCTION COMPANY

Name:

Address:

Contact:

Email:

Phone:

PRODUCTION TYPE

Feature Film

Television

Music Video

Documentary

Photography

Feature Film

Other Details:

PRODCUTION DETAILS

Title:

Budget:

Crew Size:

Date(s):

Times:

Number of Vehicles:

Location(s):

Brief Description/Storyline/Filming Activities:

Main Production Contact:

Phone:

Email:

Alt Production Name:

Phone:

Email:

Name of Producer:

Name of Director:

Estimated Local Spending: \$

Accommodations

Food/Drink

Skilled Labour

General Labour

Local Actors/Extras

Local Businesses

Security

Permit Fees

TECHNICAL/LOCATION REQUIREMENTS

(By-Laws available to view on Town of Smiths Falls Website)

Please complete the appropriate schedules for all requested filming locations. If applicable, include a map of the route for all applicable road/pedestrian closures or traveling filming. The Town reserves the right to alter any route.

SPECIAL PARKING - Attach proposed map and control plan (Schedule 'B')

SPECIAL EFFECTS / PYROTECNICS – Requires approval of Fire Department (Schedule 'C')

STAGING / TENTS – Building Permit may be required for tents or temporary structures

<input type="checkbox"/> BANNERS / SIGNS – A Sign permit may be required for any related signage as per the Town’s Sign Bylaw	<input type="checkbox"/> LIVE MUSIC / BANDS - Exception to the Noise Control Bylaw will be required for noise between 11:00 p.m. and 7:00 a.m.	<input type="checkbox"/> SIDEWALK CLOSURE - Sidewalk is closed. Pedestrians are detoured to alternate route. (Schedule ‘D’)
<input type="checkbox"/> FULL ROAD CLOSURE - Road is completely closed to vehicular traffic. (Schedule ‘D’)	<input type="checkbox"/> LANE CLOSURE - A lane is completely closed to vehicular traffic may or may not require assistance of police. (Schedule ‘D’ and ‘E’ if deemed needed)	<input type="checkbox"/> INTERMITTENT ROAD CLOSURE - Vehicular/ traffic is momentarily stopped at a specific location with the use of police. (Schedule ‘D’ and ‘D’)
<input type="checkbox"/> TRAVELLING SHOT - Moving vehicles are escorted by police within a delineated section of the Town or a specified route. (Schedule ‘D’ and ‘E’)	<input type="checkbox"/> FACILITY/PARK RENTAL – Required for exclusive/ controlled use of town property or facility (Schedule ‘F’)	<input type="checkbox"/> USE OF DRONES – Will Require copy of Operation License from MTO

OTHER SPECIAL REQUESTS – Additional details required below.

INSURANCE

The applicant must obtain and keep in force throughout the period of use permitted under this application a commercial general liability insurance policy covering the applicant’s use of the Town of Smiths Falls properties or facilities, having a value of \$5,000,000, per occurrence, naming the Corporation of the Town of Smiths Falls as an additional insured and containing a cross liability clause.

TERMS

In accordance with the Municipal Freedom of Information and Protection of Privacy Act, all information gathered will be used for the purpose of issuance of a film permit only.

The applicant hereby confirms they have read and understand the terms and provisions set out by the Town of Smiths falls and agrees that they will indemnify and save harmless the Town of Smiths Falls and its officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever, including claims for personal injury and death and property damage, and including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon, arising directly or indirectly from or in connection with property, facilities or services provided by the Town of Smiths Falls in connection with the filming activity applied for.

I hereby agree to operate within the Town of Smiths Falls By-laws and policies (available at www.smithsfalls.ca) and that,

I will ensure the film credit to read “Filmed in Smiths Falls, Ontario, Canada.”

As the applicant, I have read and agree to the terms of this application.

SIGNATURES

Name of Applicant (please print):

Signature of Applicant:

Date:

Film Permit Approved

(The applicant has submitted all required fees and documents which have been reviewed and signed off by all departments)

Signature of Staff: _____ Date: _____

SCHEDULE 'A' - HOLD AND SAVE HARMLESS AND INDEMNITY AGREEMENT

This Agreement is between

The Corporation of the Town of Smiths Falls, herein known as the "Town"

and

, herein known as the "Production Company"

The Production Company agrees that the Town is not responsible, in whole or in part, for negligence, willful or unwillful misconduct of the Production Company, its agents or associates, and at all times the Production Company shall defend, indemnify, hold and save harmless the Town, its employees, officers and elected officials from and against any and all manner of claims, demands, losses, costs, charges, error and omissions, misfeasance, nonfeasance, fraud or willful misconduct and actions and other proceedings made or brought against, suffered by, or imposed on the Town with respect to any loss, damage or injury to any person or property directly or indirectly arising out of, resulting from, or sustained, as a result of the production; any agreements or contracts associated with the production; the provision of services or any operations connected with the foregoing; any claim of infringement or violation of any copyright or property; and/or against all other claims, demands, costs, royalties and expenses, including reasonable outside attorney's fees and costs that the Town may sustain or incur by reason of right arising from or related to the filming.

The Production Company agrees to defend, indemnify, and save harmless the Corporation of the Town of Smiths Falls from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the Production Company's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the Production Company in accordance with this Contract and shall survive this Contract.

This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Supplier in accordance with this Contract and shall survive this Contract.

The Production Company also agrees to obtain and submit a copy of a valid Commercial General Liability Insurance Certificate subject to a limit not less than \$5,000,000, with the "Corporation of the Town of Smiths Falls" identified as an Additional Insured for productions taking place on municipal property, including roads, right of ways, parks and open spaces and/or within municipal facilities.

The insurance will include, but not be limited to:

- a) a provision for cross liability and severability of interest in respect of the Named Insured;
- b) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96);
- c) Products and completed operations coverage;
- d) Broad Form Property Damage;
- e) Contractual Liability;

- f) Work performed on Behalf of the Named Insured by Sub-Contractors,
- g) The policy shall provide 30 days prior notice of cancellation

Certificates of Insurance are also required for any other special coverage needed, depending on the nature of the filming including but not limited to:

- a) **All Risks Property Insurance**, in an amount equal to the full replacement cost of property of every description and kind owned by the Production Company or for which the Production Company is legally responsible, and which will be used for the filming of the production.
- 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 the Production Company.
- c) **Aircraft and Watercraft Liability Insurance**, if applicable, the Contractor shall provide and maintain with respect to any non-owned aircraft or watercraft connected to the project, liability insurance in an amount not less than \$2,000,000 per occurrence for Third Party Liability including Passenger Hazards. (if applicable)

The Production Company will take all reasonable measures to ensure the safety and legality of all actions within its control to ensure all laws, whether municipal, regional, provincial or federal, are met at all times, or unless special approvals have been granted, of which documentation is required prior to commencement of filming.

I have authority to bind the Production Company/Corporation:

_____, 20__
 (Name Printed, Title)

I have authority to bind the Corporation of the Town of Smiths Falls:

_____, 20__
 (Name Printed, Title)

SCHEDULE 'B' - SPECIAL PARKING REQUESTS

By-law #7252-97 sets out regulations related to parking provisions within the Town of Smiths Falls.

On street parking in the Smiths Falls Downtown is FREE for two (2) hours. The Town of Smiths Falls offers paid parking options in the municipal lot on the corner of Market and William Street. Daily Parking Purchased through the private pay and display machine is also available on William Street at \$5.00/day.

Special Parking permissions including parking permits or parking space rentals, through the road occupancy provisions and at a cost of \$5/day per spot, may be granted to accommodate filming productions and will be reviewed and approved through this application process.

Location 1: _____ **Date(s):** _____

Vehicle 1: Make/Model _____ Licence Plate # _____

Vehicle 2: Make/Model _____ Licence Plate # _____

Vehicle 3: Make/Model _____ Licence Plate # _____

Vehicle 4: Make/Model _____ Licence Plate # _____

Vehicle 5: Make/Model _____ Licence Plate # _____

Vehicle 6: Make/Model _____ Licence Plate # _____

Location 2: _____ **Date(s):** _____

Vehicle 1: Make/Model _____ Licence Plate # _____

Vehicle 2: Make/Model _____ Licence Plate # _____

Vehicle 3: Make/Model _____ Licence Plate # _____

Vehicle 4: Make/Model _____ Licence Plate # _____

Vehicle 5: Make/Model _____ Licence Plate # _____

Vehicle 6: Make/Model _____ Licence Plate # _____

SCHEDULE 'C' - SPECIAL EFFECTS – PYROTECHNICS

The Town of Smiths Falls is regulated by both a Fireworks and Open-Air Burning Bylaws

Approvals for the use of pyrotechnics will be at the discretion of the Smiths Falls Fire Department. Please attach a detailed safety control measures plan for each location, if different.

Location 1: _____ Date(s): _____

Effect Type(s): _____

Details:

Location 2: _____ Date(s): _____

Effect Type(s): _____

Details:

Location 3: _____ Date(s): _____

Effect Type(s): _____

Details:



STREET OCCUPANCY PERMIT APPLICATION FORM

PERMIT # _____
(# to be assigned by the Town)

By-Law #5783-91 - Regulation:

2(l) No person shall demolish, build, or repair a structure adjacent to Town streets without first constructing hoarding of sufficient quality to prevent injury to pedestrians and vehicular traffic as in the Ontario Occupational Health and Safety Act, May 10, 1991, Chapter 321, Section 21 to 26 and amendments thereto. The contractor shall notify the Public Works & Utilities Department at least twenty-four (24) hours in advance of any such construction in order that adequate inspection of provisions for public safety may be made.

PERMIT HOLDER: [] Owner [] Contractor

PROPERTY INFORMATION

Owner's Name: _____
Address: _____
Telephone: _____ Email: _____

CONTRACTOR INFORMATION

Contractor's Name: _____
Address: _____
Telephone: _____ Email: _____

PROPOSED WORKS/REASON FOR OCCUPANCY

DIMENSIONS OF SIDEWALK/STREET TO BE OCCUPIED

Length _____ metres x Width _____ meters = _____ metres^2 or

Length _____ feet x Width _____ feet = _____ feet^2

Driveway access maintained (if applicable): [] Yes [] No

FEE FOR PERMIT

Start Date: _____ End Date: _____

\$25.00/day x _____ # of days = _____ (Total Fee)

PLEASE NOTE: It is the responsibility of the Permit Holder to ensure that all other permits are completed and approved.

TRAFFIC CONTROL

Application must include a sketch of work details, control method and location (including distances, property lines, street names, etc.). Depending on the extent of proposed works, Permit Holders may be required to submit a Traffic Control Plan and/or a Pedestrian Control Plan in accordance with Ontario Traffic Manual (OTM) Book 7. The Permit Holder assumes all responsibility for the protection of the public during the works. If at any point during the works, the Town is of the opinion that works are taking place in an unsafe manner, the Town will issue a stop work order. Works will be permitted to commence following all safety concerns being addressed.

SKETCH



- Work Areas to be delineated by temporary steel fence for long term works (more than 2 days).
- Work Areas to be delineated by pylons and caution tape/construction fencing for short term works.
- Should the work be of a hazardous nature; temporary steel fencing is to be used no matter the duration of works.

INDEMNIFICATION

I/We hereby indemnify and save harmless the Corporation of the Town of Smiths Falls, its servants, workmen, contractors, and agents from all loss, damage, damages, law suits, costs, and expenses of every nature and kind arising from or in consequence of the issuance of the permit or permits and any work done thereunder whether such loss, damage, damages, costs, and expenses arise by reason of negligence or without negligence on my/our part or of my/our employees, servants, workmen, contractors, or agents and whether such loss, damage, damages, costs, and expenses are occasioned to the Corporation of the Town of Smiths Falls or to any other person or Corporation whatsoever.

INSURANCE

A Certificate of Insurance for all Contractors performing work under this permit must be provided. Coverage must include five million dollars Commercial General Liability naming "The Corporation of the Town of Smiths Falls" as an additional insured. The policies shall not be cancelled, permitted to lapse or materially changed unless the Insurer notifies the Corporation of the Town of Smiths Falls in writing at least thirty (30) days prior to the effective date of the cancellation, lapse or material change.

Signature of Applicant: _____ Date: _____

FOR OFFICE USE ONLY	Permit # _____
Application Reviewed By: _____	Date: _____ Approved: <input type="checkbox"/> Yes <input type="checkbox"/> No
Payment Received: _____	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque
Comments: _____	



SMITHS FALLS POLICE SERVICE

www.sfps.ca

7 Hershey Drive, P.O. Box 818, Smiths Falls, ON K7A 4W7 Office: 613-283-0357 Fax: 613-283-1253

Pay Duty Services Contract

Your Contact Information

Name of Main Contact Person		Organization	
Mailing Address			
Telephone Number	Fax Number	Cell Phone Number	
E-Mail Address		Event Cell / Phone Number & Contact Name	

Event Information

Date(s)	Type of Event	Will Liquor and Beer Be Sold
Location of Event (street address - park - arena - venue)		

Number of Persons Expected	Start Time	End Time
----------------------------	------------	----------

Officers & Vehicles Requested (require a minimum of 2 Police Officers to be approved by the Police Service)

Number of Officers Requested	Number of Hours Required (Minimum 4 Hours)	Duties Expected to be Performed
Number of Vehicles Requested	Number of Hours Required (Minimum 4 Hours)	Purpose of Vehicle

Cost Structure

Police Officer (minimum 4 hours) \$98.00/hour + HST	Police Vehicle (minimum 4 hours) \$50/hour + HST	Other
Sergeant (minimum 4 hours) \$126.00/hour + HST	Police Vehicle (minimum 4 hours) \$50/hour + HST	Other

Smiths Falls Police Service Use Only

Request Received By:	Date:	Posted For Member Reply
Approved By Chief or Chief's Designate: (Name & Rank)		Date:
Officer Assigned:	Officer Assigned:	Officer Assigned:
Cost (not including extra hours):	Date & Type of Payment Received:	Payment Forwarded to Smiths Falls Police Service
Extra Hours:	Cost:	Invoice Sent On:
Payment Received:	Status Of File:	Payment Forwarded to Smiths Falls Police Service

Remarks:

SCHEDULE 'F'



CORPORATION OF THE TOWN OF SMITHS FALLS
Community Services Department
71 Cornelia Street West
Smiths Falls, ON K7A 1T7
613-283-4124 ext. 6105

Payment for facility/park rentals are due upon booking

FACILITY/PARK RENTAL FORM

Organization/Group/Event Name: Contact Name:

Address:
Town/City:
Postal Code:
Email:
Cell No.:

Dates/Times of Events/Tournament:
1.
2.
3.
4.

Type of Function/Rental (Please check all that apply)

INDOOR RENTALS

Ice Rentals Community Centre Youth Arena Hall Rental Community Centre Youth Arena Dry Floor Community Centre Youth Arena

OUTDOOR RENTALS

Soccer/Football Fields

Hilltop (Kiwanis) Field
Hilltop Mini Field 1
Hilltop Mini Field 2
Mountain Field
Mountain Mini Field 3
Mountain Mini Field 4
Mini Field 5
About Field (football)

Baseball Fields

T-Ball Alexander Park Madden Rockburn Adult Ball/Softball Civitan 1 Civitan 2 Community Centre

Tennis/Pickleball

Community Center Court 1
Community Center Court 1A
Community Center Court 2
Community Center Court 2A
Community Center Court 3
Community Center Court 3A
Lower Reach Park Court 1
Lower Reach Park Court 1A
Lower Reach Park Court 2
Lower Reach Park Court 2A
Lower Reach Park Court 3
Lower Reach Park Court 3A

Parks

Centennial Park
Murphy Park
Kinsmen Park
Water Tower
Victoria Park
Murphy Park Building
Walton Shelter
Lower Reach Picnic Shelter

Hardball Friendship Park
Freestyle Court (Skate Park)
Gerry Lowe Rink
Volleyball Court
Parking Lot Community Centre Youth Arena

Bocce Ball Court
Outdoor Fitness Station
Town Square (Bandstand)

By signing below, you have read and agree to abide by the regulations and conditions as outlined within, and hereby save the Town of Smiths Falls its officials, agents, and staff harmless from any/all claims arising out of the use there of.

Applicant Signature: Date:

OFFICE USE ONLY

Rental Fee:\$ HST:\$ TOTAL DUE:

INVOICE:# PAYMENT METHOD: Cheque :



CORPORATION OF THE TOWN OF SMITHS FALLS

Community Services Department

71 Cornelia Street West

Smiths Falls, ON K7A 1T7

613-283-4124 ext. 6105

Payment for facility/park rentals are due upon booking

1. The permit must be signed and returned to the department prior to facility rental including the applicable rental fee and all required documentation such as Commercial General Liability Insurance (if required).
2. All rental fees are payable in advance to the Town of Smiths Falls in order to confirm your booking. This includes any additional requests for equipment or resources. There will be an interest charge of 1.25% per month will accrue to overdue accounts.
3. Cancellation Policy:
 - a. Pre & Post Season Ice once booked is non-refundable.
 - b. Regular Season users must return any ice by September 1st for the season.
 - c. Occasional bookers will be confirmed once payment has been received. Non-Refundable.
4. The Community Services Department reserves the right to alter or can cancel this rental application/agreement due to special events, play-offs or for unforeseen circumstances, with reasonable notice to applicant.
5. The permit holder is responsible for the security of personal, team, league or other belongings on the premises while renting the facility. (i.e. dressing rooms, halls, kitchen etc.). The Town of Smiths Falls will not be responsible for personal injury or damage or for the loss or theft of any article of clothing or equipment while renting the facility.
6. The permit holder is responsible for any damages to premises, furnishings, lighting and other such property while the permit is in effect. The permit holder will pay for any damages or replacement or equipment, furnishings etc. during the rental period.
7. The permit holder is responsible for the behaviour of the participants within the organization as well as any team they may be playing (i.e. hockey, baseball, basketball, etc. games/tournaments) while using any of the Town's facilities.
8. Hall, floor, and kitchen facilities are available in both arenas. The permit holder is responsible for any service providers (caterers etc.) including dishes, linens, pots and pans etc. Licensed events (appropriate AGC permits are the responsibility of the applicant) by the renter are required to follow Alcohol and Gaming Commission guidelines.
9. Smoking, vaping (e-cigarettes) or use of cannabis (medical or recreational) are prohibited and strictly enforced in all municipal facilities including parks and any public space where children may be in attendance.
10. There will be no consumption of alcoholic beverages in any area that is not licensed by the Alcohol and Gaming Commission. Alcohol may not be brought into any town owned facility.
11. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$5,000,000 per occurrence / \$5,000,000 annual aggregate for any negligent acts or omissions by the contractor relation to its obligations under this Agreement. Such insurance shall include but is not limited to bodily injury and property damage including loss of use; personal injury and automobile; broad from property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as additional insured; contingent employers' liability; tenants' legal liability; cross liability; severability of interest clause and injury to participate.

Such insurance shall add the Corporation of the Town of Smiths Falls as Additional Inured subject to a waiver of subrogation with respect to the operations of the facility user.