

**Obtaining Permission to Film on Property
Administered by The St. Lawrence Seaway Management Corporation**

The St. Lawrence Seaway Management Corporation (SLSMC) recognizes that certain parties may want to use SLSMC administered property for filming on a short-term basis. The guidelines and application form below have been developed to assist applicants with requests of this nature. *Please review the guidelines below prior to completing the application form.*

All interested parties must complete and submit the application form to the SLSMC Communications and Public Relations Officer.

Please return application by fax to 613-932-7286 or email media@seaway.ca)

We will endeavor to accommodate your request as long as it does not interfere with Seaway operations or other Seaway interests.

Guidelines

Step 1 - Arranging for Access to SLSMC Property

The SLSMC will appoint a "project coordinator" who will ensure that the following steps are executed. In general, the steps outlined below require 4 weeks to accomplish.

1. Given limited staff availability, not all requests will be accommodated. Please outline the nature of your activity on the application form, including the intended audience, and the key theme being put forward by your production.
2. We require a written script or outline containing all of the questions that will be posed to SLSMC employees, and a list of the scenes / subject matters that will be covered (to gauge where the crew will need to go on our property).
3. If your request is approved, we will assign employees to be interviewed, giving careful consideration to the type of expertise that the scripted questions point to (generally, a manager may be on hand to oversee any interviews).
4. A liability waiver must be signed by authorized representative of the film crew (see the sample attached following this outline).
5. Prior to accessing the property, you will need to submit to our real estate department proof of general public liability insurance coverage in the amount of \$5,000,000 and the insurance policy shall contain a clause stipulating that "the Insurer waives all rights of subrogation against the Owner, Her Majesty the Queen in right of Canada, their employees and representatives, including the affiliates, divisions, employees and agents thereof".
6. The film crew must be cleared by SLSMC security (a process which depends upon the nature of the sites they wish to gain access to). An SLSMC security officer will ensure that all security clearances are satisfied, in accordance with marine security regulations.

Step 2 - Escorting the Film Crew on Site

1. The SLSMC will appoint a "site supervisor" who will accompany the film crew to ensure that they can gain access to our facilities, abide by our safety standards, and stay within the approved territory.
2. If SLSMC employees incur overtime while escorting the film crew, these costs are billed directly to the film company.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of **THE ST. LAWRENCE SEAWAY MANAGEMENT CORPORATION (the "Corporation")** hereby granting permission to

(hereinafter "Producer") to access the Corporation's property between in the area of:

for the period between

(start date mm/dd/yy) _____

and (end date mm/dd/yy) _____

for the following purposes (hereafter "Authorization") :

(e.g. photographing and recording such scenes on the property located at: _____ Lock 7, Niagara Region (the "Property") for "ABC Documentary" « the Program » ;)

- The Producer may enter and use the above-mentioned property and contents thereof, including all logos and signs that can be viewed in the filmed location, staff uniforms, equipments or any other installations, for the purposes of photographing and recording certain scenes in connection with the above-mentioned production. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as "Materials".
- The Producer may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good condition as when received.
- The Corporation grants to the Producer all rights of every kind in and to the Materials including, without limitation, the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, including internet, now known or hereafter invented, in connection with » the Program », and for advertising and promotional purposes in

connection with » the Program », and all rights, including copyright in the Materials shall be and remain vested in Producer.

- It is understood the Producer is not authorized to exploit the aforementioned Material separately from » the Program » or « the Program »'s promotion.
- The Producer is not obligated to actually use the Property or produce the Program or include the Materials in « the Program » for which it was shot.

In Consideration of the above Authorization, (fill in name of production company)

its owners, representatives and agents grants an irrevocable waiver and agrees as follow:

1. To respect and follow all the Conditions of Access and Safety guidelines attached as Appendix A and any other instructions of the Corporation as they may issue from time to time. Appendix "A" forms part of this Release and Waiver.
2. Agree that the Corporation and Her Majesty the Queen in the Right of Canada ("Her Majesty"), as well as their employees and agents, will not be held liable for any personal injury, death or any damage to property, employees, or persons, whatsoever and howsoever caused, which may arise as a result of or related to the permission hereby granted.
3. Hereby waive any right of action, and will defend, indemnify and save the Corporation, Her Majesty as well as their employees, agents and representatives harmless, against any claim, demand or action, for whatsoever and howsoever brought by any persons or corporations, or any loss, damage, cost, and expense incurred in connection with the use of property as stated above.
4. Will not endanger the life, health and safety of the public and the Corporation's employees and structures.
5. Will respect all laws, acts, regulations whether federal, provincial or municipal.
6. Agree to restore the site to its neat and clean condition to the entire satisfaction of the Corporation;
7. Agrees to be responsible for obtaining all permissions, permits and license from all involved parties to be filmed or photographed.
8. Prior to using the property as stated above, will provide the Corporation with a Certificate of Insurance in the amount of \$5 million per incident covering bodily injury, death and property damage, and the Certificate will include the Corporation and Her Majesty as "additional insured.

I understand that the permission can be revoked at any time without prior notice by the Corporation or a representative.

I, _____ of _____ (production company), being authorized to sign the present document, hereby accept the above conditions.

Signed this _____ day of _____ 20_____.

Production Company:

Witness

Print Name of signatory

Appendix A – CONDITIONS OF ACCESS AND SAFETY GUIDELINES

- Sign the attached **Release and Waiver of Liability and Indemnity Agreement**.
- Abide by the terms in the **Release and Waiver of Liability and Indemnity Agreement**, our **Access Protocols**, and **Safety Guidelines**.

ACCESS PROTOCOLS

- **Photo ID** (i.e. Drivers Licence) - **Your staff is required to wear their ID**. This photo ID must be visible at all times while on SLSMC premises.
- **Accessing a Lock** – Your staff is required to wait at the vehicle gates until they are cleared by the Lock crew to enter at the appropriate time. **Note:** Accessing the Locks by using our Access Codes is considered a Security Breach and will be dealt with accordingly.
- **Do Not Block Entrances at Motorized Vehicle Gates** – Please advise your employees not to block the entrances at the motorized vehicle gates while waiting for access.
- **Parking on Locks Prohibited** – Our Locks have been designated as Controlled Areas. Therefore, your vehicles are prohibited from being parked within the fenced areas on the Locks.

SAFETY GUIDELINES

1. Hard hats and safety boots are required on Seaway locks.
 - **You MUST provide your own safety boots meeting the following requirements:**
 - CSA Approved “Green Tag” boots
 - Boots must be “ankle-high” or higher

2. Read and abide by all of the safety requirements outlined in the Health and Safety PowerPoint presentation (which is provided on the web page that contains this form).

I, _____ (print name) of

_____ (Production Company) agree to the

above conditions and will inform all employees of safe work habits for known hazards.

Signature

Witness

Date: _____

Completed application forms must be received by the St. Lawrence Seaway Management Corporation no later than twenty (20) business days before requested date(s). Incomplete application forms may delay processing.

Important: Please ensure that a script for the production is attached to your application, accompanied by a FULL list of questions that are to be asked during any interviews of SLSMC personnel.

Please return application by fax to 613-932-7286 or email abogora@seaway.ca