

THIS AGREEMENT is made on the date specified in the Schedule

PARTIES:

1. **GREATER GEELONG CITY COUNCIL (Council).**
2. The **Producer** named in the Schedule (**Producer**).

TERMS OF AGREEMENT

1. GRANT OF PERMIT

- 1.1. Council hereby grants to the Producer the permit listed in the schedule (Permit) to use the Site described in the schedule (Site) to undertake filming for the purposes of the project described in the schedule (Project) subject to the terms and conditions of this Agreement for the filming dates being from the Commencement Date to the Conclusion Date all as provided in the Schedule.
- 1.2. The producer agrees to pay to Council fees as detailed in the Schedule.
- 1.3. The Producer shall prior to erecting any equipment on the Site obtain all necessary approvals from relevant authorities including Council including where required any planning permits or approvals and building approvals and nothing in this Agreement implies that such approvals have or will be granted. Equipment includes the Producer's film production equipment and any sets, cameras, lighting, sound, power equipment, transmission equipment, cabling and other equipment as required;
- 1.4. The Producer shall restore the surface of the Site to its pre-existing condition by the Conclusion Date or sooner determination of this Agreement to the satisfaction of Council. If such restoration works are not undertaken to the standard required by Council, Council may at the cost of the Producer in all respects undertake or have undertaken by independent contractors restoration works. The Producer will pay the cost of such restoration works to Council within 7 days of a request in writing by Council. Council may if it so determines apply the amount of any security deposit paid to the Council the sum of which is specified in the schedule (Bond) in payment or part payment as the case may be of such works.

2. OPERATION OF EQUIPMENT

- 2.1. If in the reasonable opinion of Council the equipment or the project are at any time prejudicially affecting or likely to create any real hazard, risk or prejudice to Council or any other person, the Producer shall until such defects or risks are remedied or removed to the reasonable satisfaction of Council, not operate the equipment or undertake filming, and in the event that such effects cannot be removed or rectified by maintenance or other work shall cause such operations to cease. Upon the happening of any these events the Permit at the option of either Council or the Producer will terminate and the Producer at its expense must vacate the Site, remove all fixtures plant and equipment, and restore the Site in accordance with the provisions of Clause 1.4.
- 2.2. The Producer will indemnify Council against all actions, proceedings, claims, loss of or damage to any person (including injury or loss of life) or property including property owned, occupied, managed or controlled by Council arising directly or indirectly out of or incidental to or in any way connected with the installation, operation, repair, maintenance, removal and replacement of the equipment or the Permit or the Project and against all costs or expenses whatsoever suffered or incurred by Council as a result of such loss or damage save to the extent that such injury or loss or damage shall be due to negligence or wilful misconduct on the part of Council or its servants or agents.

3. RISK, LIABILITY, INDEMNITY AND INSURANCE

3.1 The Producer agrees that:

3.1.1. the equipment shall at all times be at the sole risk of the Producer; and

3.1.2. all employees, contractors, consultants of and other persons on behalf of the Producer entering upon the Site shall do so at the sole risk of the Producer.

3.2 The producer will maintain a policy of public liability insurance to a sum not less than \$10,000,000 in respect of the Project.

4. TERMINATION

4.1 If the Producer breaches any of the terms and conditions of this Agreement. Council may by notice in writing to the Producer terminate this Agreement without prejudice to any other claims Council may have against the Producer in respect of any subsisting breaches of this Agreement.

4.2. Upon the termination of this Agreement the Producer shall forthwith and at its own expense remove the equipment strictly in accordance with the reasonable directions of Council and shall make good any damage to the Site arising from such removal and the provisions of Clause 1.4 shall apply.

5. NOTIFICATION OF NECESSARY WORKS AND DETRIMENTAL EFFECT ON NEIGHBOURHOOD

5.1. If required by Council (as specified in the Schedule) all residents and businesses within the vicinity of the Site are to be notified in writing by the Producer at least three (3) days before filming begins. This notification must include the name of a contact person on Site to handle complaints, details of the filming including whether firearms, stunts or explosives are to be used, start times for set up and filming and be provided to the satisfaction of Council.

5.2. Where the necessary works interfere with or detrimentally affect the operation of businesses or residential properties within the vicinity of the Site, the Producer shall be solely responsible for the liaison with and negotiation of compensation with the affected businesses and residents.

5.3. The Producer shall at all times minimise disruption to local businesses and local residents in the vicinity of the Site and shall not at any time do or allow to be done or omit to do anything that may unreasonably interrupt, interfere with or otherwise affect the local businesses or residents operations on or from their land without the payment of adequate compensation.

5.4. Before the necessary works commence a job safety analysis, risk assessment, occupational health and safety plan and traffic management plan for the management and operation of the necessary works at the Site must be submitted to and approved by Council and any other relevant authority. When approved such plans will be endorsed and will then form part of the permit. No necessary works may commence until such plans have been approved.

6. HOURS OF OPERATION

Any works required for the purpose of the Project including filming must only occur on any weekday between 7:30am and midnight, unless varied by express written approval from the Film Liaison Officer of Council.

7. ALTERATION OF DATES

If due to weather conditions or necessary rescheduling the Producer is required to alter the filming dates, a request must be made by the Producer to Council to alter the filming dates.

8. PORTRAYAL OF GEELONG

The Producer warrants and covenants that the film will not portray Council or the Geelong region in an unfavourable light.

9. COSTS TO COUNCIL IN GRANTING PERMIT TO BE REIMBURSED

The Producer must reimburse Council for any lost revenue or direct costs associated with providing the Producer with access to the Site including but not limited to traffic management, supervisory staff or any applicable hire rate for the use of Council facilities as applicable. Council may request payment of such anticipated costs in advance. Where the amount of the advance does not meet costs incurred by Council the Producer will pay any shortfall amount to Council within 7 days of a request in writing by Council. Council may apply the amount of the Bond paid by the Producer in payment or part payment as the case may be of such costs.

10. COPYRIGHT

The Producer shall be solely responsible for obtaining all necessary permissions from the authors of any works including buildings and or art work where such permission is required so as not to infringe on the legal or moral rights of the author within the meaning of the Copyright Act 1968 (Commonwealth) and further indemnifies Council from any action by an aggrieved author for the infringement of intellectual property rights or moral rights.

11. CREDITS

The Producer will acknowledge and credit Council as to the location of the works on any film produced.

EXECUTED AS AN AGREEMENT

SIGNED on behalf of the **GREATER GEELONG CITY COUNCIL** by its duly authorised representative in the presence of:

.....
Authorised Officer

.....
Witness

SIGNED by or on behalf of the Producer in the presence of:

.....
Producer or authorised representative or officer

.....
Witness

SCHEDULE

Date of Agreement:

Producer

Name:

Organisation:

ACN/ABN:

Address:

Producer's contact:

Site(s):

Project

Name of Film:

Type of Film:

Permit Number(s):

Filming Dates

Commencement Date:

Conclusion Date:

Fee:

Bond:

(if applicable)

Notification of surrounding residents and businesses required:

YES/NO

Type and Scope of Notification:

This permit is subject to the terms and conditions of the Film Locations Agreement.

Any changes to the proposed film shoot must be brought to the attention of the Film Liaison Officer immediately.