



LOCATION AUTHORIZATION AND RELEASE

Canada Lands Company CLC Limited (CN Tower)

_____ (“Producer”)

_____ (“Program”)

The CN Tower hereby grants the Producer and its respective parents, subsidiaries and affiliates, licensees, successors and assigns, for good and valuable consideration receipt of which is hereby acknowledged, permission to enter upon and use the Property and contents thereof for the purpose of photographing and recording certain scenes in connection with the Program, during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefore. All physical embodiments of filming, recording and photography on the property shall hereinafter be known as the “Materials”.

Producer may place all necessary facilities and equipment as agreed to by both parties on the CN Tower and agree to remove same after completion of work and leave the property in as good of condition as when received.

Producer will use reasonable care to prevent damage to said Property and will indemnify the owner and all other parties lawfully in possession, of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer’s part in connection with Producer’s use of the The CN Tower.

The CN Tower will grant to Producer all rights 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, now known or hereafter invented, and only in connection with the Program and for advertising and promotional purposes in connection therewith. All rights, including copyright in the Materials shall be and remain vested in Producer and neither the CN Tower, nor any tenant, nor other party now or hereafter having an interest in the CN Tower, shall have any right of action against Producer or any other party arising out of any use of said Materials. These rights shall be granted only in conjunction with approved Program segment as outlined in the CN Tower Use of Images Agreement and with express approval of CN Tower of final Program prior to its public release. The CN Tower enters into this agreement with the understanding that the CN Tower’s representation in the production shall be accurate and in keeping with and not be deemed to detract from its image as a national icon and symbol of tourism.

The undersigned acknowledges that Producer is photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder.



USE OF IMAGE FEE: \$ _____

LOCATION FEE: _____ dollars (\$ _____) per shooting day.
Location fees: \$1,000 per hour (includes two on site staff) during regular business hours, (minimum 3 hours).
\$1,200 per hour outside of regular business hours. \$100/hour for additional staff that may be required (eg. Security) to be determined by the CN Tower. Please note: applies to use of public areas (not exclusively); full buyout of venues (rooms, restaurants, etc) is subject to business season and additional fees to offset any revenue loss due to closure; proof of insurance is required.

Producer shall, at his own expense, maintain comprehensive general liability insurance in form and substance acceptable to the CN Tower, and subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence, for each of personal injury, death, damage to property, including theft or loss of use thereof, and products liability, together with not less than Ten Million Dollars (\$10,000,000) of umbrella liability. Canada Lands Company CLC Limited shall be added to such policies as an additional named insured but only in respect of occurrences relating to or in any way connected with the Premises.

AGREED AND ACCEPTED:

By: _____ Date: _____