



## **Policy Statement**

We love the beauty around us and welcome you to share it. The Town of Mahone Bay (Town) welcomes the film industry to enjoy and showcase the Town's beauty. The Town does this in recognition of the significant cultural, economic, and tourism impacts the film industry may bring.

The Town also recognizes that all filming should have regard and respect for the rights, safety, and privacy of residents and businesses.

## **Purpose**

The purpose of this policy is to provide the Town with the tools to respond to filming requests in Mahone Bay with the goal of mitigating interruptions to residents, businesses and visitors.

## **Application**

1. The Town of Mahone Bay requires that anyone planning a film production within the Town, that may interrupt services on streets, sidewalks, parks, and on other public facilities have an agreement with the Town, signed by both parties.
2. The Town of Mahone Bay requires that anyone planning a film production within town, in public spaces, that does not create a service interruption to notify the Town in writing.
3. All filming requests must be submitted as early as possible to allow Council and/or staff consideration.
4. All filming in Mahone Bay must be in compliance with Town, Provincial, and Federal legislation.

## **Definitions**

5. For the purposes of this policy, the following definitions shall apply:
  - a. "applicant" means any person or business seeking permission to film in Mahone Bay.
  - b. "service interruption" means activity that would obstruct the intended use of a public facility including, but not limited to streets, sidewalks, parks, parking, and other public spaces.

## **Responsibilities**

### *Council*

6. Council shall set or amend any fees associated with this policy in the *Fees Policy*.
7. Filming is anticipated to create service interruptions, require a motion of Council for approval.

### *Chief Administrative Officer*

8. Approve or deny filming requests not requiring a motion of Council.
9. Notify Council when a film agreement not creating a service interruption has been approved.
10. Negotiate and complete filming agreements per section 1 with the input of Council as applicable.
11. Designate appropriate staff to fulfill or oversee fulfillment of the requirements of a film agreement as applicable.
12. Liaise with the Film Agreement Applicant concerning their application and other requirements (permits or otherwise) related to the filming project, including cost estimates for any requested Town services and use of facilities.
13. Use Appendix A as a guide for the development of agreements.
14. Revoke a Film Agreement when deemed necessary.

### *Public Works*

15. Coordinate an inspection of Town-owned and maintained film locations following filming.

### **Fees**

16. The Town will collect fees as set by Council in the Town's *Fees Policy*.
17. The applicant is responsible for all expenses related to the use of Town roads, properties, parks, equipment, or personnel; and will be given an estimate of these costs before approving an agreement. If there is an estimate of costs, a deposit shall be required. The applicant will also be responsible to provide any compensation to businesses agreed to in relation to limitations on access or lost business as a result of the filming project.
18. Invoices for Town services will be issued no later than ninety (90) days after the final day of film activities.

### **Exemptions**

19. This policy does not apply to current affairs, newscasts, and videography for weddings, sports teams or personal videos not for commercial use or filming on private property that does not cause potential service interruptions or disturbances in contravention to current regulations, i.e. *Noise Bylaw*.

### **Refusal or Cancellation of a Film Agreement**

20. The Town may refuse or cancel a Film Agreement if:
  - a. The application does not comply with all regulations outlined in this policy and procedures or contravenes any local, provincial, or federal regulations.
  - b. The Town cannot provide the requested site(s).
  - c. There is not adequate traffic or parking control to ensure that streets are clear for the passage of emergency vehicles
  - d. It is expected that Town resources will be over-extended by the production and/or the parking and traffic associated with the project.

- e. The production is seen to create unexpected limitations to public access or interruptions to the operation of local business.

Clerk's Annotation for Official Policy Book

Date of notice to Council Members of Intent to Consider  
[minimum 7 days notice]      March 23, 2026

Date of Passage of Policy      April 14, 2026

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Date

## **Appendix A: Film Agreement Guidance**

### **The purpose of this document is to provide staff and the applicant guidance on considerations for creating a Filming Agreement. Film Agreement Application Process**

1. Filming requests must be submitted in writing to the Chief Administrative Officer and must include the following:
  - a. A complete Appendix B: Film Agreement Application
  - b. If applicable, any other completed permit applications
  - c. Proof of valid commercial general liability insurance
  - d. If applicable, written notice to residents and businesses in the filming area outlining dates and times of filming, road and/or sidewalk closures, and any special effects.
2. Once the Town has received a filming request, the appropriate staff will be informed. A site meeting with the Production Company and/or Film Agreement Applicant may be required to review the request and complete a walk-through to determine any concerns or special requirements.

### **Filming on Private Property**

3. Due to the potential impact on the Town, filming on private property that could generate a service interruption requiring a Film Agreement. Fees for daily shooting will be determined based on the film activities affect or use of Town properties, such as hindering the use of streets and public spaces for filming purposes.
4. The private property owner is responsible for negotiating terms, conditions, and fees with the applicant for the use of their property.
5. The applicant must inform local residents and businesses of their intention to film.

### **Timelines**

6. The Film Agreement Applications must be submitted as soon as possible prior to any film-related activities are set to occur.

### **Insurance Requirements**

7. To qualify for a Film Agreement, the minimum insurance requirements include:
  - a. General Liability Insurance in the minimum amounts outlined in the Film Policy Procedures/Film Agreement Application. This may be changed by the Town depending on the nature of the filming. The insurance must cover third-party claims for bodily injury, death, and property damage.
  - b. The exact minimum coverage per occurrence will depend on the projects size, scope, and risk as detailed in the Film Agreement Application.
8. All insurance policies must include:
  - a. An endorsement naming the Town of Mahone Bay, along with its employees, officers, agents, and volunteers as “Additional Insured”.

- b. A clause requiring the insurer to provide 60 days' written notice to the Town of Mahone Bay before cancelling any policy.
  - c. A waiver of subrogation rights, ensuring that insurers cannot seek compensation from the Town of Mahone Bay, its officers, agents, servants, and employees, even if the damage results from their actions, omissions, or negligence.
  - d. Cross liability, severability of interests, blanket contractual liability, primary and non-contributing coverage, and non-owned auto liability.
9. The insurance requirements, per Section 8, are the minimum necessary for using Town property and facilities. The applicant must obtain, at their own expense, any additional insurance required by law or deemed necessary.
10. The applicant must provide the Town with an up-to-date Certificate of Insurance before filming begins. Upon request, the applicant must arrange for the Town to review or receive a copy of the original insurance policies.

### **Filming on Streets and Sidewalks**

11. All Temporary Street/Sidewalk Closures must be approved in accordance with the Town's *Streets and Sidewalks Bylaw*.
12. On receiving approval for a Temporary Street/Sidewalk Closure, the applicant shall:
- a. Provide notification of the filming to all properties abutting the route of the closure, and to the Mahone Bay Tourism and Chamber of Commerce, including times and specific locations of the closure with as much notice as possible.
  - b. Provide proof to the Town that the notification to abutters and the Mahone Bay Tourism and Chamber of Commerce has been circulated prior to the start of filming.
  - c. Work with abutting businesses and residents to minimize inconvenience.

### **Considerations to Residents, Occupants, and Businesses**

13. Production vehicles arriving at a location in or near a residential neighbourhood are not permitted to enter the area before the time specified in the film agreement.
14. Production vehicles must not block or park in driveways without written permission of the driveway owner.
15. The cast and crew of the Production Company and/applicant are prohibited from trespassing on the properties of residents or businesses and must stay within the boundaries of the property permitted for filming.
16. Lighting should be directed away from neighbouring residences and businesses.
17. All generators used on streets or in public areas must have silencing attachments or other noise-reducing measures.
18. Efforts must be made to minimize excessive vehicle idling.
19. If filming activities impede access to a business, it is the responsibility of the Film Agreement Applicant to work with affected owners to limit disruptions or determine appropriate compensation for lost business. If a mutually agreeable solution cannot be reached, the Town will intervene to find a resolution, possibly through an alternative dispute resolution process.

20. It is the Town's expectation that the applicant will make every effort to procure local products, services, and trades whenever possible.

## **Notification**

21. When film-related activities may impact residents and businesses - such as road or sidewalk closures, traffic congestion, night filming, special effects, or the use of gunfire or other loud noises – the Town requires the applicant to notify affected residents and businesses in writing. A copy of this notification and list of recipients must be submitted to the CAO or designate.
22. Property owners and occupants must receive this notification at least **forty-eight (48) hours** before any filming starts. The notification must include:
- a. The title of the production and the name of the applicant
  - b. The name and contact phone number of the Location Manager or Production Manager.
  - c. The dates and times the film company will be working in the area, along with a brief description of the planned activities, including details on parking, noise, and any special effects.
  - d. The contact information for Town Hall and name of the CAO or designate.
23. In busy public areas, such as the intersection of Main Street and Edgewater Street, the applicant must also place signs to inform passersby, including pedestrians and vehicles, that the property is being used for filming and that delays may occur.
24. The approved Film Agreement may be revoked if residents and/or businesses are not notified according to these requirements.

## **Noise**

25. Film activities must comply with the Town's *Noise Bylaw*. The Film Agreement must include detailed information about the planned filming activities to allow the Town to review any potential request to determine the need for a Noise Bylaw Exemption.

## **Parking**

26. All vehicles associated with the production will be parked in a legal manner and must be parked in a way that allows for access to emergency vehicles.

## **Town-Owned Property**

27. The Town owns several buildings and properties that may be available for film activities with prior approval from the town. Security and rental fees may apply.

## **Trees and Plant Material**

28. No tree removal or pruning of trees and plant materials on Town property or property maintained by the Town is allowed without the Town's approval. Additionally, no tree, shrub, flower, moss, grass, footpath, or natural object on Town property or properties maintained by the Town may be destroyed or removed without prior approval from the Town. All sites must be restored to their original condition after filming, unless otherwise agreed ahead of time by the Town;

otherwise, the Production Company and/or applicant will be billed for any necessary clean-up or restoration services.

### **Stunts and Special Effects**

29. The Film Agreement Application must clearly detail the intended use of firearms, explosives, flash powder, detonators, flammable liquids, and the filming of dangerous stunts. All persons involved shall be required to adhere to all federal, provincial, and municipal rules and regulations related to health and safety. All costs related to these requirements, including any necessary clean-up, are the responsibility of the Production Company and/or Film Agreement Applicant.

### **Clean-Up**

30. Production crews are responsible for cleaning the project site at the end of each working day. After filming activities are completed, the Production Company and/or applicant must ensure that the site is restored to its original condition, unless otherwise agreed ahead of time by the Town. Town staff will inspect any Town-owned and maintained project sites. If these properties are not returned to their original state, the production company and/or applicant will be billed by the Town for any necessary clean-up, repairs, or damages.

### **Credits**

31. The Town may request a film credit whenever a substantial amount of filming is done in the Town of Mahone Bay.

### **Enforcement**

32. The Town reserves the right to revoke an approved Film Agreement if the Applicant fails to comply with this policy, procedures, or any other applicable laws or regulations.

## Appendix B: Film Agreement Application

### Contact and Production/Applicant Information

Production Company/Applicant: \_\_\_\_\_

Production/Applicant contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Onsite contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Alternate onsite contact: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

### Filming Details

Title of production: \_\_\_\_\_

Type of production: \_\_\_\_\_

Provide a summary description of the film production, including what will be filmed:


Total production budget: \_\_\_\_\_

Total spent in Mahone Bay: \_\_\_\_\_

Work in Mahone Bay start date: \_\_\_\_\_

Work in Mahone Bay completion date: \_\_\_\_\_

Dates and Times of filming: \_\_\_\_\_

Please attach a shooting schedule that shows dates, times, and locations. Attach a map or sketch of requested locations if applicable.

Location(s) of film: Include a list of filming locations and attach a map or a sketch of

requested film locations:

- Street
- Greenspace
- Municipal property/buildings
- Edgewater Churches
- Intersection (Main and Edgewater)
- Private property
- Other: \_\_\_\_\_

Number of staff on site: \_\_\_\_\_

**Do you require street and/or sidewalk closures?**     Yes     No

If yes, see the *Streets and Sidewalks Bylaw*.

Number of vehicles on site: \_\_\_\_\_

Types of vehicles:
Parking requirements:

Will you be using generators?     Yes     No

All generators used on streets or public areas must be equipped with silencing attachments or other measures.

Will there be special effects and stunts:     Yes     No

Anyone using special effect pyrotechnics, whether to reproduce a visual gunshot effect during a stage play, to provide a waterfall of silver sparks for a rock concert, or to destroy a car in a film scene, must be certified by Natural Resources Canada (NRCan). Please provide proof of certification if applicable.

Describe any special effects or stunts:

Will you have amplified sound?  Yes  No

Will you have temporary tents or structures?  Yes  No

Will you be requesting an exemption to the Noise Bylaw?  Yes  No

*Activities requiring exemption requests include fireworks, pyrotechnics, and loud music during certain hours. If unsure, consult with the CAO or designated staff.*

Please provide any measures necessary for environmental and heritage protections being taken during any activity related to this filming.

Please provide any necessary security and public safety measures, including a signage plan, that will be taken during any activity related to this filming.

## Notification

In cases where residents and businesses may be affected by film-related activities, including, but not limited to, road or sidewalk closures, traffic congestion, filming at night, special effects and the use of gunfire, the Town requires the applicant to provide a written letter of notification to residents and businesses of the events

occurring in their area.

\*A copy of the draft notification must be submitted to the Town for review before any film-related activities start.

## **Insurance**

Include a copy of your insurance coverage. Refer to the Film Policy and Procedures to review the insurance requirements. Minimum insurance coverage may vary depending on the risks associated with your production. If unsure, consult with the CAO.

<b>Type of production</b>	<b>Insurance amount</b>
<b>Low-risk film productions</b>	Valid commercial general liability insurance coverage of at least \$2-million
<b>Medium-risk film productions</b> This includes but is not limited to, car chases and pyrotechnics	Valid commercial general liability insurance coverage of at least \$5-million
<b>High-risk film productions</b> This includes but is not limited to, large pyrotechnics displays or explosions and aerial filming	Valid commercial general liability insurance coverage of at least \$10-million

## **Agreement to Indemnify**

Upon signing the application, the Applicant agrees to save harmless and indemnify and defend the Town of Mahone Bay and its elected representatives, officers, employees and agents from and against any and all claims, demands, suits, actions, causes of action and/or proceedings that may be brought against or made upon the Town by any person arising out of matters in any way related to any act, failure to act, or otherwise of the Applicant and its employees, officers, servants, volunteers, and agents in respect of, or pertaining to the activities described in this application.

## **Waiver of Liability**

Upon signing the application, the Applicant hereby releases, waives, and forever discharges the Town and its elected representatives, officers, employees and agents from all liability to itself and its heirs, executors, administrators and assigns for all loss or damage and any claims or demands for such loss or damage on account of injury to person or damage to property for which the Town may be responsible in respect of the conduct of the said event.

## General Conditions

- Applicants must comply with all regulations outlined in the Film Policy and Procedures and adhere to all local, provincial, or federal regulations.
- Filming at Town properties, including streets and sidewalks, is subject to the compatibility of community booking schedules.
- The Town may require that the applicant utilize external emergency services, traffic control, etc. on-site during filming. All costs associated with these requirements are the responsibility of the applicant. Where the Town does not provide services, the Applicant is required to pay the service provider directly.
- The Production Company and/or Film Agreement Applicant must place signs in public access areas, informing residents that the facility or property is being used for filming and delays may occur.
- The Production Company and/or Film Agreement Applicant is responsible for clean up at the location at the end of the day with minimal noise and disruption. Upon completion of film activities, the Production Company and/or Film Agreement Applicant must ensure that any Town-owned or maintained properties are returned to original condition. Failure to do so will result in the Town billing the Production Company and/or Film Agreement Applicant for any necessary clean-up, repairs, damages, loss, etc.
- It is the responsibility of the Production Company and/or Film Agreement Applicant to ensure that their staff operate safely and professionally in their duties.

## Fees

Refer to the Town's *Fees Policy*.

## Signature

By signing this agreement, you agree to operate within the terms and conditions as outlined in this application; and that you have read, understood, and will adhere to all provisions of the Town of Mahone Bay Film Policy and Procedures.

---

Name

---

Signature

---

Date

## Completed Forms

Completed forms should be submitted using one of the following methods:

- Email at [dylan.heide@townofmahonebay.ca](mailto:dylan.heide@townofmahonebay.ca)
- In-person at Town Hall at 493 Main Street, Mahone Bay NS
- Mailed to PO Box 530 Mahone Bay, Nova Scotia, Canada, B0J 2E0

<b>Office Use Only</b>
Type of Film:
Daily Shooting Fees:
Production Risk Level:
<input type="checkbox"/> Reviewed by the CAO
<input type="checkbox"/> Requested street closures approved by the Traffic Authority (if required)
<b>Application decision</b>
<input type="checkbox"/> Approved <input type="checkbox"/> Not Approved
Approving Signature:
Notes for Applicant: