

Appendix D

**STRENGTH
PEACE
UNITY**

Mohawk Council of Kahnawà:ke

LANDS UNIT
P.O. Box 720
Kahnawà:ke Mohawk Territory J0L 1B0



KAHNAWA'KEHRÓ:NON RATITSÉNHA IENHS FILMING/ PHOTOGRAPHY AGREEMENT

This **MEMORANDUM OF AGREEMENT** entered into **BETWEEN:**

The Ohontsa'shón:'a Ratiia'takwe'ní:ios, Lands Unit Directorate (hereinafter "the Lands Unit")

AND

The production company _____,
represented by _____ (hereinafter "the Company")

The Ohontsa'shón:'a Ratiia'takwe'ní:ios (hereinafter known as the Lands Unit), hereby grants permission to the Company to film or photograph in the Kanien'kehá:ka Territory of Kahnawà:ke on the location site(s) listed on the Filming Permit.

The terms outlined in this agreement, those referenced in the *Filming/Photography Guidelines for Kahnawà:ke* (received with the Application Form) and the information listed on the Permit, will set the conditions by which the Company will abide during the time spent in the Territory of Kahnawà:ke for the purposes of filming or photographing.

The Company will ensure and keep in full force and effect for the duration of the production, a comprehensive insurance coverage with respect to damage to property and personal and public liability for an amount no less than 2 million dollars for personal injury or property damage, naming the Mohawk Council of Kahnawà:ke (hereinafter "MCK") as an additional insured. The Company must provide the Lands Unit with a copy of the certificate of insurance. The Lands Unit reserves the right to request additional insurance based upon the size and level of the production.

The Company shall indemnify the Lands Unit against all claims by any person in respect to an injury, loss or damage caused by or arising out of any act or omission of the applicant, its servants, agents, contractors, clients, invitees or otherwise caused as a consequence of the Company's use of the location site.

If necessary, the Company will be responsible for paying the costs for services rendered by the Kahnawà:ke Peacekeepers for security on community lands and to the Kahnawà:ke Fire Brigade for safety personnel. The Kahnawà:ke Peacekeepers and/or the Kahnawà:ke Fire Brigade have the right to obtain technical specifications from the Company for planning and decision-making when determining the need for services.

Upon completion of the production, the Company will remove any objects or debris related to the use of the location site and will restore the site to its original condition. All waste must be removed in an environmentally sound manner and community services such as the Kahnawà:ke Transfer Depot will not be used for such clean up, unless given express permission to do so.

If the Lands Unit terminates this Agreement because the conditions of the Permit are no longer being met, the information supplied by the applicant is determined to be false/incomplete, or the proposed use has become detrimental to public peace, health, safety or general welfare, the Permit will also be terminated.

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If termination occurs, any Fees associated with the locations that have been used up to that time will be retained by the Lands Unit; and any unused location Fees will be reimbursed to the Company. The Lands Unit will not exercise this right of termination unreasonably.

This Agreement is governed by all laws applicable within the Kanien'kehá:ka Territory of Kahnawà:ke.

The Permit does not confer on the permit holder any interest in the location site, nor does it derogate in any way from the rights of the public use and enjoyment of the site. If the Company is unable to film on a scheduled date due to inclement weather, the Lands Unit must be notified in writing by the next business day in order to reassign Permit dates.

This agreement also infers that the Company will:

- Pay all applicable fees outlined in the *Filming/Photography Guidelines for Kahnawà:ke*.
- Abide by the traffic regulations, plans for traffic and parking as outlined on the Permit.
- Resolve with the Lands Unit any and all disputes or disagreements arising out of or related to these agreements. In the event of unresolved disputes or disagreements, the matter will be referred to the Kahnawà:ke Communal Arbitration Procedure. A copy of said Procedure will be provided to the Company upon request.
- Allow the Lands Unit to inspect the premises covered by the Permit at any or all times. If determined to be necessary, a site monitor will be assigned throughout the production. This may come at an additional cost to the Company, to cover Lands Unit staff salary while they are required out of the office. The Lands Unit will not exercise this right unreasonably.

Any provision of this Agreement which may be held void or unenforceable for any reason, will be separate from the Agreement and will not affect the validity or enforceability of the entire Agreement. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

The parties hereto agree that the Company, its officers, agents, and employees, in the use of this Agreement, shall act in an independent capacity and not as officers, employees or agents of Kahnawà:ke.

Signed within the Kanien'kehá:ka Territory of Kahnawà:ke on this ___ day of _____, 2023.

Production Company Representative

Interim Director of Lands

Lands Unit Filming/Photography Liaison