



Hudson's Bay Company Filming Policy

*** Please note: the statements in this policy are subject to revision at any time without notice.*

Purpose: to provide a comprehensive film policy and service so space and facilities on all Hudson's Bay Company (HBC) property can be used by external film production organizations with minimal disruption and at no cost to HBC, its associates and operations.

Objectives:

- To provide a high level of service to film production companies wishing to use HBC property.
- To minimize disruption to normal HBC operations.
- To provide and control access to HBC locations for film production companies.
- To recover all costs and provide financial compensation.
- To preserve the corporate reputation, public image and integrity of HBC.

Policy:

1. The Policy does not apply to news/media and public affairs coverage of company-related events, research, activities and its associates.
2. All requests to use HBC's property for filming will be coordinated through HBC's Communications department. Representatives of the film production company must work with HBC's Communications and HBC Legal Counsel to establish the terms; and with the appropriate store manager to ensure arrangements are satisfactory.
3. The HBC filming application form must be completed and submitted along with the complete film script, to HBC Communications.
4. The contents of the full film script must be approved by HBC Communications and HBC Legal Counsel. If, for any reason it is determined that the script content is not suitable, HBC Communications and Legal Counsel may decline the filming request.
5. HBC requires **a minimum of three weeks** for review and approval of filming requests, as well as review of the script by its Communications and Legal Counsel departments.
6. HBC generally does not permit filming during its store operation hours; consideration will be given to such requests if there are no major events in-store, the physical resources of the store are available and upon the Store Manager's approval.
7. Filming on HBC property must impose a minimum amount of disruption of normal store activities. General access to locations will be controlled, and access to interior locations will be limited.
8. For use of in-store locations, HBC Communications will secure approval from the Store Manager. Store Managers have the right to refuse any request for filming if they determine it would constitute undue disruption.
9. While on HBC property, all film company personnel must abide by HBC's rules and regulations; and co-operate with other in-store users, HBC associates and customers.



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10. HBC will use a contract outlining the details of the filming and the respective responsibilities of the parties. The film production company must sign the contract a **minimum of three to five business days** in advance of filming and submit it to HBC's Legal Counsel. Final permission to proceed is granted only after an HBC signing officer has reviewed and approved the signed contract.

Insurance requirements:

1. The film production company must maintain, while on HBC property, the following insurance:
 - **general liability insurance** providing coverage against claims of personal injury, bodily injury including death, property damage or loss arising out of the operations of the film production company, its employees and agents to a combined limit as may be reasonably required by HBC, but not less than \$5 million dollars
 - **auto liability insurance** of at least \$5 million dollars for all owned and non-owned motor vehicles deployed in connection with the film shoot
2. Each policy must:
 - name Hudson's Bay Company and its affiliated companies, as they now exist, previously existed or are thereafter acquired or constituted, as an additional insured
 - include a cross-liability and severability of interest clause protecting Hudson's Bay Company and its associates and agent, against claims by the film production company as if Hudson's Bay Company were separately insured, and protecting the film production company against claims by Hudson's Bay Company as if the film company were separately insured.
3. A certificate of insurance with respect to each policy must be delivered to HBC Communications prior to commencement of the location shoot.

Fees and other charges:

1. A location fee will be charged. One hundred per cent of the total estimated charges are due at the time the contract is signed or a minimum 72 hours in advance of filming. The amount of the fee charged will vary depending on the complexity of the filming and this will be determined with each film shoot.
2. A **cancellation fee of 50 per cent of the total location fee** will be charged should filming be cancelled after the contract is signed and/or with **less than 48 – 24 hours of advance notice** to HBC.
3. The fees may be waived for non-commercial and public broadcasting entities producing educational and public interest programs, including documentaries.
4. If adjustments to HBC's property are requested, (e.g. operation of air conditioning, heating units, fans, electrical work, removals, etc.) the Store Manager, Store Operations Manager and the Regional Manager must be consulted and engaged prior to and during filming.



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5. If auxiliary power sources are required, the film production company is responsible for obtaining silenced generators and to suspend or cover all cables at its expense.
6. Parking facilities required during filming are to be arranged separately with mall management; this is outside of HBC's sphere of control.
7. All cheques are to be made payable to the HBC store in which filming is taking place.

Contacts:

Copies of the Hudson's Bay Company's filming policy, the application form and additional information are available from:

HBC Communications
8925 Torbram Road
Brampton, Ontario, L6T 4G1
Canada
hbc.communications@hbc.com