

PERMIT NO. _____-2013

**ORANGE COUNTY NY MUNICIPALITY/COUNTY OF ORANGE, NY
PERMIT FOR COMMERCIAL PHOTOGRAPHY, FILM, VIDEOTAPE
AND OTHER ELECTRONIC IMAGING**

THIS PERMIT MAY BE REVOKED AT ANY TIME

APPLICATION SHALL NOT BE ACCEPTED UNLESS TYPED OR LEGIBLY PRINTED

DATE: _____

1. Permittee: _____

2. Address: _____

3. Tel. No. _____ **Fax No.** _____

Email: _____

4. Production Contact; _____

(include address and
phone/fax, if different
from above) _____

5. Permitted Locations/Activities

(List specific activities for each location identified in Section 5 and the date and time that specified activities will take place.)

Activity	Location	Date	Time

6. Description of Scene(s) to be Filmed, Photographed, Taped or Electronically Imaged (Description must be complete and accurate.)

(Production storyboards, scripts, script summaries, etc., if available, should be attached in lieu of a description, but shall be referred to above and incorporated into this permit. If additional room is necessary, attach as a Schedule.)

7. List Production Equipment and Vehicles

(If more room is needed attach a list designated as a Schedule.)

8. Size of Cast and Crew _____

9. The Permittee expressly agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Municipality/County, the Permittee shall indemnify and hold harmless the Municipality/County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the Permittee's negligent acts or omissions or negligent acts or omissions of third parties under its direction and control which are reasonably related to the Permittee's rights and obligations under this Permit; and that except for damage contributed to, caused by or resulting from the negligence of the Municipality/County, to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Permittee's indemnification obligation herein and to bear all other costs and expenses related thereto.

In addition to and not in limitation of foregoing, the Permittee in its own name and naming the Municipality/County as additional insured, shall at the commencement of the term hereof, obtain and maintain in continuous effect for the term hereof, policies of insurance providing for the coverages and the limits and subject to the conditions set forth in Schedule "B", attached hereto and made a part hereof. The terms of Schedule "B" may be amended at the discretion of the Municipality/County as needed.

THE ATTACHED TERMS AND CONDITIONS AND SCHEDULE(S) ARE INCORPORATED INTO THE PERMIT APPLICATION AND WILL CONSTITUTE A PART OF THE PERMIT WHEN SIGNED BY AN AUTHORIZED OFFICIAL OF MUNICIPALITY/COUNTY.

BY SIGNING BELOW, PERMITTEE'S AGENT REPRESENTS THAT HE/SHE HAS ACTUAL AUTHORITY TO BIND PERMITTEE TO THIS AGREEMENT.

PERMITTEE

Date: _____

—

Signature: _____

Name:

Title:

MUNICIPALITY/COUNTY OF ORANGE

Date: _____

Signature: _____

Municipality/County Representative

PERMIT TERMS AND CONDITIONS

- 1) Use of Property/Grant of Rights: Municipality/County hereby grants to Permittee permission to enter upon and use locations described in Paragraph 5 of the Permit (“Property”) for the limited purpose of shooting scenes for possible use in _____ (“Picture”). Permittee, its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature in and to the Picture and/or any photography or recording that takes place on the Property pursuant to the terms of this Agreement, including all copyrights, in perpetuity throughout the universe.
- 2) Term: The term of this Agreement shall be as set forth in paragraph “5” of page “1” of this document.
- 3) Permit and Location Fee: In consideration for the granting of this Permit and for use of the location(s) described on Page 1, Paragraph “5” of the Permit, Permittee shall pay to the Municipality/County the sum of _____ DOLLARS. The aforementioned fee also includes the fees for both the services of the Municipality/County Public Safety Department and the Municipality/County Public Works Department (see attached Schedules for description of such services). Said sum shall be due and payable immediately upon execution of this Permit Agreement by Permittee.
- 4) Surrender of Premises/Overtime Charges: The Permittee agrees that upon the expiration or other termination of this Permit Agreement, they shall leave the Property and shall leave said Property in the same condition existing on the date hereof. Failure of Permittee to leave the Property upon expiration of this Permit shall result in an overtime charge of _____ per hour, unless otherwise previously negotiated. Said overtime charge shall be calculated, due and payable to _____ prior to Permittee’s leaving of said Property. For purposes of this paragraph, this Permit shall expire at the date and time set forth on the first page of this Permit.
- 5) Cancellation Fees/Liquidated Damages: In the event Permittee, for any reason, is unable to use the Property on the specific dates and times provided for in this Permit Agreement and less than 24 hours cancellation notice has been given, then Permittee shall pay to the Municipality/County, or, if payment has already been made, then Municipality/County shall retain, as liquidated damages, the sum of _____ per day for each day the subject Property has been reserved for Permittee’s use. Both Municipality/County and Permittee agree that said sum of _____ per day represents a fair and reasonable estimate of the damages that the Municipality/County would incur should Permittee fail to use the Property as provided herein.
- 6) Installation and Removal of Equipment: Permittee understands and agrees that any installation or removal of equipment used in connection with its production shall be completed during the hours of operation set forth herein.
- 7) Alterations: The Permittee shall not make any alterations, additions or improvements to Municipality/County property without the express prior written approval of an authorized official of the Municipality/County.
- 8) Exclusivity: This Permit allows for the Permittee’s exclusive use of the designated property as described herein, unless otherwise indicated in this document. Any restrictions or exceptions to this clause may be documented in Schedule “A” as needed.
- 9) Subject Matter: If it is discovered that Permittee has not fully described the subject matter of the production in its application or has been intentionally deceptive, it shall, without limiting any other damages to which the Municipality/County may be entitled, be grounds for the termination of this Permit.
- 10) Local Code: *Insert local Municipality/County code concerning permission to photograph or film on public roadways or parks.*
- 11) Other Rules and Regulations: The Permittee shall, at its sole cost and expense, procure and maintain in full force and effect for the term of this Permit, all further permits, licenses and approvals required by any other governmental authorities having jurisdiction, required for the lawful conduct of its operations under this Permit. In addition, the Permittee shall comply with all applicable Federal, State and local laws, regulations

and orders. The Permittee shall avoid adverse impacts to the peace and tranquility of residents neighboring the permitted location and this shall be considered an obligation of this Permit.

- 12) Conduct of Crew and Cast: Permittee shall control the conduct or demeanor of its officers, agents, employees, subcontractors, invitees or anyone else Permittee allows onto the Permitted Premises, while such persons are on Municipality/County property, and shall insure that all such persons comply with all rules and regulations now or hereafter imposed by the Municipality/County governing the use and conduct of its operations under this Permit, the directions of Municipality/County authorities and the Municipality/County Police..
- 13) No Guarantee or Warranty: The Municipality/County makes no guarantees or warranties, either express or implied, about the Property or any of the privileges or services provided under this Permit Agreement. As such Permittee agrees to accept same solely on an “as is” basis.
- 14) Permittee's Property: The Municipality/County shall not be responsible for the safety or security of any property, materials or equipment used in connection with the Permitted Activities.
- 15) Prohibited Materials and Practices: The Permittee shall not use or store on or about Municipality/County property, any pyrotechnics, fire effects materials, explosives, toxic or hazardous chemicals or substances, or flammables including, but not limited to gasoline, oils, turpentine or benzene or any other chemical, substance or material which may cause a hazard to the safety of persons or property, except as are ordinarily used on or in motor vehicles or electrical generators, if used solely for such purposes or unless specifically permitted to do so under the listing of Permitted Activities in this Permit. If the Permittee is expressly permitted to use pyrotechnics, fire effects material, materials that cause explosions, including simulated and other smoke effects using a substance with a flash point of less than 400 degrees Fahrenheit on the Permitted Premises under the terms of this Permit, the Permittee shall arrange the prior inspection and the supervision of such activities by the local Department, as a condition of the Municipality/County’s permission to use such materials.
- 16) Inspection: An authorized representative of the Municipality/County shall be entitled to enter onto the Property which is the subject of this Permit for the purpose of inspecting, observing and monitoring any aspect of the operations to be conducted by the Permittee thereon for the purposes of compliance with this Permit. Permittee shall also allow inspection of same by any Federal, State, County or other municipal officer having jurisdiction.
- 17) No Lease: It is expressly understood and agreed that no real or personal property of the Municipality/County is leased to the Permittee and the Permittee's privilege to use and occupy the property designated herein for the operation of this Permit shall continue only so long as the Permittee shall comply with each and every term and condition of this Permit Agreement, unless sooner revoked by a designated official of the Municipality/County.
- 18) Assignment of Permit: Permittee may not assign, convey, sell, transfer (including, but not limited to an attempt to transfer this Permit pursuant to a sale or transfer of all or part of the Permittee's assets) or otherwise dispose of this Permit, without the Municipality/County’s written consent.
- 19) Construction/Venue: This Permit shall be construed in accordance with the Laws of the State of New York. Any actions brought by a Party to this Permit shall be brought in the Municipality’s Court and/or the Supreme Court of the County of Orange, Goshen, New York, unless on the basis of federal jurisdiction, in which case in the federal courthouse for the United States District Court for the Southern District of New York located in White Plains, New York.
- 20) No Agency: Nothing herein contained shall create or be construed as creating a co-partnership between the Municipality/County and the Permittee or to constitute the Permittee as agent of the Municipality/County. The Municipality/County and the Permittee each expressly disclaim the existence of such a relationship between them.
- 21) Unauthorized Interference with Operations: Permittee understands and agrees that as a material element of this Permit, no activities over and above those which have already been agreed upon in this contract shall unduly impede or interfere with the normal operation of Municipality/County facilities. Permittee’s failure to comply with this provision may be grounds for the immediate termination of this Permit.

- 22) Copyrighted Materials: Permittee shall assume all fees, costs or other charges from the use of any patented, trademarked, franchised or copyrighted music, photography, materials, devices, processes, dramatic rights or any other type of intellectual property used or incorporated into the Picture by the Permittee, its employees, agents, contractors and subcontractors. In addition, Permittee shall indemnify, defend and hold harmless the Municipality/County, its employees and agents for any unauthorized use or infringement of any such intellectual property by Permittee in connection with its activities under this Permit. Said obligation to defend and/or indemnify the Municipality/County shall apply even if the allegations of infringement are false or without merit. Such duty to defend and indemnify the Municipality/County shall survive the expiration or termination of this Permit Agreement.
- 23) Screen Credit: If at all possible, permittee agrees to acknowledge the support and assistance of the Municipality or the Municipality/County of Orange in the “closing credits” of the film.
- 24) Force Majeure: Neither party shall not be deemed in breach of this Permit Agreement if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of superior governmental authority, strikes or labor disputes, floods, or any similar other circumstance not within its reasonable control.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS

Permittee shall procure at its sole cost and expense insurance providing coverage to the People of _____ (Municipality/County) for claims for damage to property and personal injury, including death, which may arise from the conduct of the Permittee, its agents, employees, contractors and guests and for the performance of any services performed in conjunction with this Permit authorized by the Permittee. Prior to commencement of any activities under this Permit, the Permittee shall provide a current insurance certificate evidencing the following insurance coverage:

1. Insurance requirements: Insurance provided by the Applicant shall have a minimum of the following limits:
 - a. Commercial General Liability: 2,000,000 Dollars;
 - b. Property Damage: 1,000,000 Dollars;
 - c. Bodily Injury: 1,000,000 Dollars; and
 - d. Fire Insurance: 1,000,000 Dollars.
2. Any activities involving stunts, vehicular damage, pyrotechnics, explosions, etc. may require additional insurance coverage. This additional coverage will be negotiated prior to the signing of this contract and included here as Schedule "C".
3. Insurance coverage shall be provided only by an insurer duly licensed in the State of New York. All insurance policies and certificates procured by the Permittee shall name as additionally insured "the People of the _____ (Municipality and/or County) and its commissioners, officers, agents and employees. Designating "County or Local Parks" as a "certificate holder" shall not constitute compliance with this section.