

PERMIT NO. _____-201

**TOWN OF MONROE
COUNTY OF ORANGE, New York
PERMIT FOR COMMERCIAL PHOTOGRAPHY, FILM, VIDEOTAPE
AND OTHER ELECTRONIC IMAGING**

FOR DUE CAUSE, 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. Description of Story Line to be Filmed, Photographed, Taped or Electronically Imaged
(Description must be complete and accurate.)

M. S. S. S. S.

6. Permitted Locations/Activities

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

Date(s)	Time(s)	Location	Activity

7. List Production Equipment and Vehicles

(If more room is needed, include a list as part of the Schedule "A" attachment.)

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 Town of Monroe, the Permittee shall indemnify and hold harmless the Town of Monroe, 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 Town of Monroe, 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 Town of Monroe 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 Town of Monroe 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 TOWN OF MONROE.

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

PERMITTEE

Date: _____

Signature: _____
Name:
Title:

TOWN OF MONROE OF ORANGE

Date: _____

Signature: _____
Town of Monroe Representative

PERMIT TERMS AND CONDITIONS

- 1) Use of Property/Grant of Rights: Town of Monroe 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 the film production described above (the "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 "6" of page "2" of this document.
- 3) Permit Fee: In consideration for the granting of this Permit and for use of the location(s) described on Page 2, Paragraph "6" of the Permit, Permittee shall pay to the Town of Monroe the sum of \$100.00 DOLLARS. This is an administrative fee only and does not include any additional fees that may be accrued due to location usage and/or the use of any Town of Monroe services.
- 4) Other Fees: Additional fees may be assessed based on location needs as well as the need for services of the Town of Monroe Public Safety Department and the Town of Monroe Public Works Department (see attached Schedules for description of such services). Town of Monroe Service fees will be assessed by representatives of involved departments and/or a knowledgeable local official. Said sum shall be due and payable after permit has been approved and at least two weeks before such services are required.
- 5) 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.
- 6) Alterations: The Permittee shall not make any alterations, additions or improvements to Town of Monroe property without the express prior written approval of an authorized official of the Town of Monroe.
- 7) Designated Activities: If it is discovered that Permittee has not fully described in this application the activities involved in the production or has been intentionally deceptive, it shall, without limiting any other damages to which the Town of Monroe may be entitled, be grounds for the termination of this Permit.
- 8) 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.
- 9) No Guarantee or Warranty: The Town of Monroe 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.
- 10) Permittee's Property: The Town of Monroe shall not be responsible for the safety or security of any property, materials or equipment used in connection with the Permitted Activities.
- 11) Prohibited Materials and Practices: The Permittee shall not use or store 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 has received permission from the Fire Department and/or a knowledgeable local official 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 Town of Monroe's permission to use such materials.
- 12) 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 Town of Monroe's written consent for the duration of this permit.
- 13) 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.

- 14) No Agency: Nothing herein contained shall create or be construed as creating a co-partnership between the Town of Monroe and the Permittee or to constitute the Permittee as agent of the Town of Monroe. The Town of Monroe and the Permittee each expressly disclaim the existence of such a relationship between them.
- 15) Hold Harmless: Permittee shall indemnify, defend and hold harmless the Town of Monroe, 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 Town of Monroe shall apply even if the allegations of infringement are false or without merit. Such duty to defend and indemnify the Town of Monroe shall survive the expiration or termination of this Permit Agreement.
- 16) Screen Credit: If at all possible, permittee agrees to acknowledge the support and assistance of the Municipality or the Town of Monroe of Orange in the "closing credits" of the film.
- 17) 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 Town of Monroe 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.

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 the Town of Monroe as additional named insured together with its commissioners, officers, agents and employees. Designating of the town as a "certificate holder" shall not constitute compliance with this section.

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 Permittee 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".