

Phoenix Film and Digital Media Permit: TERMS AND CONDITIONS

1. **SCOPE AND EFFECT.** This Permit is issued to authorize Permittee and its production personnel and equipment to enter upon and to photograph and record images of property owned by the City of Phoenix ("City"), including streets and sidewalks, to take photographs or to film in connection with the productions described in Permittee's application, in the scope of work approved by City's Film Office, and in this Permit, in accordance with the terms and conditions stated herein. This Permit also will serve as a Location Release, granting Permittee, its assigns, agents, licensees, affiliates, clients, principals, and representatives, the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, in whole or in part, through any means, worldwide, in perpetuity, and for any lawful purpose, the photographic images and scenes recorded by Permittee in accordance with the scope of work approved by City's Film Office; provided, however, that this permission does not include the right to film or use official City logos or other images protected by copyright or other applicable law. This Permit and Location Release only includes the rights of the City, and does not encompass the rights of any other person or entity, including City employees.
2. **LIMITATIONS AND EXCLUSIONS.** This Permit does not authorize Permittee to: (a) enter upon any privately owned property or to photograph private property or individuals; (b) use, depict or display City logo or other intellectual property; or (c) violate any City ordinance or other applicable law. Additional permits, contracts, and/or permissions, which may be incorporated or referenced in the Scope of Work approval, and/or additional fees may be required for (d) activities that disrupt traffic on City streets; (d) use of City personnel or equipment; (e) any event on City property intended to attract or entertain the public or charge fees to spectators; or (f) use of City facilities that are revenue producing or subject to special security requirements, such as Municipal Airports, and the use of such facilities and areas may be further conditioned upon provision of additional insurance coverages, and compliance with security and other requirements. Special arrangements must be made and additional fees may be required for activities that require the use of off duty City personnel or City equipment, or for activities involving commercial activities.
3. **APPROVAL OF LOCATION AND SCOPE OF WORK.** Permittee, upon request, and prior to filming, shall furnish copies of scripts and any graphic material describing the production, (the "Scope of Work") to City's Film Office for approval. Permittee shall confine its activities to those described in the approved Scope of Work and to the locations and time schedules approved by City's Film Office and shall make arrangements through that office for traffic control satisfactory to the Police Department prior to filming on City streets and in other public areas. Permittee shall take all reasonable and necessary precautions to avoid injury to persons or property, to avoid disturbing the peace and tranquility of persons residing or working in the vicinity of the production, and to minimize the impacts of Permittee's activities on third parties. Before filming in residential neighborhoods or private commercial developments Permittee may be required to obtain a special addendum to this permit which will be conditioned upon evidence satisfactory to City's Film Office establishing that Permittee has notified and obtained consent from homeowners or commercial property owners reasonably likely to be affected by Permittee's activities.
4. **REPRESENTATIONS.** This Permit is issued in reliance upon the representations made by Permittee in its application and Scope of Work. This Permit may be revoked, and future permits refused, if Permittee has made any material misrepresentation to the City in connection with this Permit.
5. **AMENDMENTS AND EXTENSIONS.** This permit may be amended to include additional productions, add special conditions, or provide for permit extensions, by written agreement signed by the City Manager or his designee.
6. **ASSIGNMENT.** The right to enter upon property owned by the City of Phoenix to photograph and record images may not be assigned without City's prior written consent.
7. **COMPLIANCE WITH LAWS AND DIRECTIONS.** Permittee shall obey all applicable laws, including City Ordinances, and shall comply with rules and guidance provided by City's Film Office pertaining to Permittee's activities, including the use of City property, the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after use for filming purposes. Issuance of this permit shall not be construed as satisfying or relieving Permittee of the duty to comply with other applicable laws, including any law requiring permits or authorizations.
8. **USE OF CITY NAME OR LOGO.** Reference to the "City of Phoenix" or any derivation thereof and/or use of official City logo or any derivation thereof on film is prohibited unless written approval is granted by the Film Office Program Manager.
9. **INDEMNIFICATION.** Permittee shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. Permittee will be responsible for primary loss investigation, defense and

judgment costs where this indemnification is applicable. In consideration of the award of this contract, Permittee agrees to waive all rights of subrogation against City, its officers, officials, agents and employees for losses arising from the activities authorized by this Permit.

10. LIABILITY INSURANCE. In no way limiting the indemnity agreement above, Permittee shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the activities authorized by this Permit in the amounts and form set forth in the Required Insurance description. Permittee will furnish City with a Certificate of Liability Insurance acceptable to City's Legal Department, which names the City, its officials, employees and agents, as additional insureds, and may not be cancelled or substantially modified without 10 days written notice to City's Film Office.

11. RELATIONSHIP OF PARTIES. Permittee, its agents, employees, servants, or helpers shall not be or deemed to be the employee, agent, or servant of the City. None of the benefits provided by the City to its employees, including, but not limited to, medical insurance, compensation insurance, and unemployment insurance are available to Permittee or its employees, agents, servants, or helpers, including any off-duty City personnel while employed by Permittee.

12. APPLICABLE LAW, JURISDICTION, LOCAL AGENT. This Permit is governed by Arizona law. Permittee hereby designates the Local Agent identified in this Permit as the duly authorized agent of Permittee having authority to represent Permittee in all matters relating to this Permit, and who shall be responsible for compliance with the Permit conditions. Permittee hereby consents to service of process upon said Local Agent, and submits to the jurisdiction of the Superior Court of the State of Arizona in and for the County of Maricopa or, if such court lacks subject matter jurisdiction, the United States District Court for the District of Arizona, and to all appropriate appellate courts. Permittee consents to the exercise of personal jurisdiction over Permittee by such courts, and waives and relinquishes any claim that venue in such courts is not proper or convenient.

13. OFF-DUTY PERSONNEL. As a special service to the film industry the Film Office, as part of the Scope of Work approval, will coordinate Permittee's use of and payment for City personnel and equipment. During any period for which Permittee employs OFF-DUTY full-time City employees in connection with a production authorized by this Permit, the off-duty employee shall be the employee or contractor of Permittee, and shall not act or be deemed to be acting as employees or agents of City unless the employee is a badged or uniformed member of the Phoenix Police or Fire Departments providing City-required services for the protection of public health and safety. Permittee agrees to pay all off-duty City personnel for a minimum of three (3) hours per day, at their established off-duty rates at the end of each shooting day or within 2 weeks of the last day of employee's employment if employee will be on payroll, and shall pay off-duty employees for time spent transporting City equipment to and from the production site if the use of such equipment is authorized by City. If Permittee fails to timely pay such employees Permittee agrees to pay to the off-duty personnel, in addition to the wages due, liquidated damages equal to thirty percent (30%) of the wages payable for each month or portion of a month that the payment is delinquent. Once arrangements are made for off-duty personnel, Permittee will be required to pay all wages for off-duty personnel associated with a shoot unless the arrangements are cancelled at least one (1) business day (and a full 24 hours) prior to call time.

14. REIMBURSEMENT OF CITY COSTS. Permittee shall reimburse City for the use of City equipment, any costs incurred by City for ON-DUTY municipal employees deployed in connection with filming activities, and any other extraordinary costs incurred by City in connection with the permitted activities. A schedule of expected costs shall be prepared by City's Film Office after review and approval of the Scope of Work.

15. PAYMENT AND PERFORMANCE BOND. Upon approval of the Scope of Work by City's Film Office, and as a condition of this Permit, Permittee may be required to post a payment and performance bond, in form and substance satisfactory to City's Film Office, in the amount estimated by City's Film Office to be sufficient to assure payment and performance of Permittee's obligation to reimburse City's costs, pay any other charges associated with this Permit, and to pay any off-duty City employees hired by Permittee. At the option of Permittee this may be in the form of a cash bond paid to City's Film Office with appropriate instructions in form and substance satisfactory to City's Film Office.

16. REVOCATION OR TERMINATION. This Permit may be revoked by the City Manager or his designee for cause, including breach of any term or condition or misrepresentation by the Permittee.

17. OPERATION OF MODEL OR UNMANNED AIRCRAFT. Permittee shall comply with all city, county, state and federal regulations including federal aviation administration regulations that govern the operation of model or unmanned aircraft (aka "drones") when performing the scope of work authorized under this Permit. If Permittee fails to obtain all federal aviation administration required approvals, authorizations and/or waivers prior to filming, Permittee shall be prohibited from using a model or unmanned aircraft in connection with this Permit. City's Film Office.