



Baltimore Film Office

PRODUCTION RELEASE

This **Release and Indemnification** is granted to the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (the "**City**"), acting by and through the Baltimore Film Office, a Division of Baltimore Office Of Promotion & The Arts, by the company known as

_____ doing business as a corporation, partnership or sole proprietorship under the laws of the State of _____, having its principal office located at the street address of _____, State of _____ with zip code: _____, (the "**Company**"), for all activities of the Company connected with the production of _____ (the "Production"). This Release and Indemnification shall be in effect for a period of _____ days, beginning _____ and ending _____.

1. Responsibilities to the Public Domain: The Company acknowledges the City's responsibility to the public. The Company shall be solely responsible for all Company activities and the activities of its employees, agents and representatives, which result from or are related to the Production, whether or not the activities are known or approved by the City or the Baltimore Film Office.

A. The Company shall act with due care and not materially or unduly affect or interfere with the normal work activities and routines of neighborhood residents and merchants in the Production area. The Company shall abide by City requirements that streets be posted, in advance, for Company activities, which involve parking and filming. The Company shall also obtain and pay for all other necessary permits.

B. The Company agrees it shall give written notice to those residents and merchants impacted and in proximity to the area immediately surrounding each scheduled filming location no later than three (3) days prior to filming. This written notice shall contain the name, address and telephone number of the principal place of the business of the Company, information concerning date, time, location and phone number of the local office or representative of the Company. This notice must contain a statement that the Company is conducting all activities as an independent entity and not as an employee, agent or representative of the City or of the Baltimore Film Office. The Baltimore Film Office shall receive a copy of this notice and be informed that this information has been distributed.

C. The Company shall not interfere with street cleaning; refuse collection or other City maintenance activities. No littering is permitted and the areas used by the Company must be cleaned and restored to their prior state by the Company before leaving each location used. The Company shall reimburse the City for all cost, which result from any failure by the Company to comply.

D. The Company agrees to procure City personnel as required for public health, safety, welfare and convenience as determined by the Baltimore Film Office in its reasonable judgment; such determination shall include consideration of time of day, location nature and duration of the activities, the type of equipment to be used, crowd conditions; traffic conditions and potential risks involved shall be considered in making the final determination. All City personnel shall be paid by the Company at the usual and regular hourly rates as set for City employees by the particular agency providing the assistance.

2. Reimbursement of Expenses:

A. Upon receipt of written invoice from the City, the Company agrees to promptly reimburse the City for any and all expenses as described herein incurred by the City which result from Company activities connected with the Production, except to the degree such expenses arise as a result of the sole negligent acts or omissions of the City, the Baltimore Film Office, and/or their respective agents, employees and/or representatives. Such expenses shall be in addition to any permit fees paid by the Company.

B. The Company agrees to guarantee reimbursement of expenses incurred by the City by posting a payment bond or obtaining an irrevocable letter of credit naming the Mayor and City Council of Baltimore as sole drawee. The City shall hold the original of the aforesaid bond or letter of credit until the payments described in this Agreement are made. The amount of such guarantee will be based on anticipated expenses, which reasonably can be anticipated from preliminary production information submitted during the initial meeting held between the Company and the Baltimore Film Office. A certified cashier's or treasurer's check issued by a bank, naming the Mayor and City Council of Baltimore as sole drawee, to be held by the City, will be accepted in lieu of a payment bond or irrevocable letter of credit.

C. The Company shall still be responsible for payment of any and all reasonable expenses as set forth in paragraph 2A. The Company shall also be solely responsible for any damage caused by the Production, or Company's employees, agents or contractors to personal property of third parties.

3. Insurance Requirements:

A. The Company shall procure and maintain for the duration of this Agreement insurance against claims for bodily injuries and property damage which may arise from, or in connection with, this Agreement. The cost of such insurance shall be paid solely by the Company.

1. Commercial general liability (CGL) insurance in an amount of not less than \$1,000,000, Each Occurrence \$3,000,000 Annual Aggregate. Coverage shall include contractual liability and broad form property damage.

2. Commercial automobile liability insurance in an amount of not less than \$1,000,000 combined single limit (CSL) per accident. Coverage shall include all vehicles, owned, non-owned, or hired by the Company

3. The Company shall at all times maintain and keep in force workers' compensation insurance for claims which may arise out of production activities of the Company, whether such activities are by the Company or agents directly or indirectly employed by any of them. The amount of insurance shall under no circumstances be less than is required under Maryland Law.

B. All such policies shall be endorsed to show that the Mayor and City Council of Baltimore have been named as additional insured with respect to activities and functions conducted by the Company in connection with this production in the Baltimore City area and all property owned by the City, and further that this insurance shall be primary over all other insurance or self-insurance coverage which the City may have. **The certificate holder shall be:**

The Mayor and City Council of Baltimore, c/o The Baltimore Film Office, a division of Baltimore Office of Promotion & The Arts, 10 East Baltimore Street, 10th floor, Baltimore, Maryland 21202

and said certificate of insurance shall be delivered to the Director at least fourteen (14) days prior to the first scheduled filming date previously approved by the Baltimore Film Office.

C. The Company agrees that all required insurance will be kept in full force and effect during the production activities. The insurance must be with an insurance company authorized and licensed to do business in the State of Maryland and have an A.M. Best rating of no less than A, VII. The insurance shall be endorsed to state that the coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits with forty-five (45) days prior written notice by certified mail and return receipt requested has been given the City and the Baltimore Film Office.

4. Release and Indemnification: Notwithstanding the recommendations and suggestions made by the City and the mutual cooperation of the parties, the following terms apply to the Company's responsibility for damages to persons and property:

A. The Company releases, exonerates and discharges the City from all responsibility for any and all damages to the life and property of all third parties, including City employees, agents and representatives, which arise out of or result from any and all acts and omissions of the Company, its employees, agents, and representatives in connection with all Production activities of the Company.

B. The Company acknowledges, notwithstanding the conformity of its production arrangement to City requirements, suggestions, recommendations and policies, that all decisions concerning the manner in which the Company conducts all artistic and technical aspects of its activities have been made by and are the sole responsibility of the Company and the Company accepts all liability for its acts and omissions.

C. The Company acknowledges that it is acting as an independent and not as an employee, agent or representative of the City, and that this Release and Indemnification shall not be construed as creating or constituting a general or limited partnership, joint venture or other entity between the Company and the City. The City is not an insurer of the Company and the cooperation of the City shall not be construed as an assumption of any liability or responsibility for injury to Company, its employees, agents or representatives or for damage to their property.

D. The Company shall indemnify, defend and hold the City harmless from all claims, suits, losses, actions, damages, expenses, costs and, without limitation, reasonable legal fees arising out of or resulting from all acts and omissions of the Company, its employees, agents and representatives in connection with all Production activities of the Company.

5. Rights:

A. No provision of this Agreement shall constitute or be interpreted as the granting of a license, consent, or permission to use or retain any right in any still or motion photograph or picture or sound recording (any such still or motion photograph or picture or sound recording of any kind defined herein as the "Work Product") the rights to which are held by a person other than the City.

B. All rights of every kind and nature whatsoever in and to all Work Product made hereunder shall be and remain the sole and exclusive property of Company, including, without limitation, the perpetual and irrevocable right and license to use and re-use said Work Product in connection with any motion

pictures as Company shall elect, and in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither City nor any other party now or hereafter claiming an interest in the Work Product and/or interest through the City shall have any right of action against Company or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, so long as the use is not or is not claimed to be defamatory, untrue or censorable in nature.

6. Compliance with Laws and Regulations: The Company shall comply with all rules, regulations, laws and ordinances of the State of Maryland, its subdivisions and its governmental agencies.

7. Termination: The Company acknowledges the right of the City, through the Baltimore Film Office, to terminate any arrangements at any time, without liability and without prior written notice if, in the discretion of the Director of the Department of Public Works, circumstances dictate it is in the best interest of the public safety and welfare to do so.

8. Retention of Privileges and Severability: The waiver of any terms of this Release and Indemnification or failure of the City or the Baltimore Film Office to insist on strict compliance and prompt performance of its terms, followed by acceptance by the City of such performance thereafter, shall not constitute or be construed as a waiver or relinquishment of any right by the City to enforce all terms strictly in the event of a continuous or subsequent default. Each act shall be deemed to be a subsequent act. The invalidity or breach of one provision shall not cause invalidity or breach of any remaining provisions of the Release and Indemnification, which shall remain in full force and effect.

9. Representation of Comprehension: The Company warrants that it fully understands the terms and effects of this Release and Indemnification and it relies on its own judgment and the advice and counsel of its own advisors and representatives in executing this document.

10. Maryland Law Applicable: This Release and Indemnification shall be construed and interpreted in accordance with all laws of the State of Maryland and the ordinances of the Mayor and City Council of Baltimore. The company agrees to submit to the jurisdiction of the Baltimore City courts with respect to the enforcement of this document.

In witness whereof, the Company has set its hand and seal as of the day and year written below.

ATTEST / WITNESS

COMPANY: _____

BY: _____
(Click box above to sign electronically)

BY: _____
(Click box above to sign electronically)

PRINTED NAME: _____

PRINTED NAME: _____

CORPORATE TITLE: _____

CORPORATE TITLE: _____

DATE: _____

DATE: _____