

**FILM WARREN
FILM/PRODUCTION COMPANY
INDEMNITY AND HOLD HARMLESS AGREEMENT
USE OF CITY OWNED PROPERTY**

In consideration of the mutual premises and covenants contained in this document and in consideration of and as a condition of permission to film/tape/create media production within any public right-of-way, public easement, or on any City of Warren owned property, [REDACTED] (Film/Production Company) has provided the City of Warren this Indemnity and Hold Harmless Agreement.

- 1. Hold Harmless.** The Film/Production Company agrees to save harmless the City of Warren, City of Warren Municipal Building Authority, the 37th District Court, all elected appointed officials, employees and volunteers as individuals acting within the scope of their authority (hereinafter referred to as the City), against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses, including without limitation, fees and expenses of attorneys, expert witnesses and other consultants which may be imposed upon, incurred by or asserted against the City by reason of any of the following occurring during the performance of this Agreement:
- a. any negligent or tortuous act, error of omission of the Film/Production Company, or any of its personnel, employees, consultants, or subcontractors, agents or any entities associated, affiliated or subsidiary to the Film/Production Company now existing or hereafter created, their agents and employees (herein collectively called "Associates") for whose acts any of them might be liable, including, but not limited to, any and all injury to the person or damage to the property of, or any loss or expense incurred by an employee or the City;
 - b. any failure by the Film/Production Company, or any of its "Associates" to perform its obligations either implied (industry standards) or expressed under this Agreement;
 - c. any violation of any federal, state or local statute, regulation, ordinance, permit or license by the Film/Production Company, or any of its personnel, employees, consultants, or subcontractors, agents or any entities associated, affiliated or subsidiary to the Film/Production Company now existing or hereafter created, their agents and employees ("Associates").
- 2. Assumption of Risk.** The Film/Production Company undertakes and assumes all risk of dangerous conditions, on all places where it will be performing the Services, in order to determine whether such places are safe for the performance of the Services. Except for acts of gross negligence or intentional misconduct by the City or its employees or agents, the Film/Production Company also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its "Associates" for personal injury or property damages while performing under the Agreement.

- 3. Defense.** In the event any action or proceeding shall be brought against the City by reason of any claim covered by this Agreement, the Film/Production Company, upon notice from the City, will at its own sole cost and expense, have the duty and the right to resist and defend the same; provided, however, the City shall also have the right to appoint another attorney to appear in any such litigation as co-counsel, at the City's expense. The Film/Production Company shall copy the City Attorney with all documents filed in any claim or proceeding in which the City is named as a party. The City will cooperate with the Film/Production Company by providing non-monetary assistance that may be reasonably requested for the defense of the action or proceeding.
- 4. Property and Materials.** The Film/Production Company agrees that it is the Film/Production Company's responsibility and not the responsibility of the City to safeguard the property and materials used or in the possession of the Film/Production Company or any one associated with the Film/Production Company while on public property. Further, the Film/Production Company agrees to hold the City harmless for any loss of such property and materials, except if caused by the City's gross negligence or intentional misconduct.
- 5. No Limitation.** The indemnification obligation pursuant to this Agreement shall not be limited in any way by any limitation on the amount or type of damages or compensation. In addition, the Film/Production Company agrees to hold the City harmless from the payment of any deductible on any insurance policy.
- 6. Survival of Indemnification.** The indemnification obligation pursuant to this Agreement shall survive the termination or expiration of this Agreement.

Dated:

FILM/PRODUCTION COMPANY

Company name:

Address:

City, State, Zip Code:

Phone:

Signature of Authorized Representative

Print Name:

Print Title: