



**THE CITY OF DOWNEY**  
**COMMERCIAL FILMING AGREEMENT**

The City of Downey, hereinafter referred to as "CITY", and \_\_\_\_\_, hereinafter referred to as "PERMITTEE", agree to the following terms and conditions governing the operation of the PERMITTEE within the CITY, for the purpose of COMMERCIAL FILMING, hereinafter referred to as "AGREEMENT", and hereinafter described.

**SECTION 1. LOCATION AND TIME.**

PERMITTEE is authorized to conduct film making activities at the location indicated on the FILMING PERMIT. Any changes or extensions must be specifically authorized in advance by the City Finance Director or authorized agent.

**SECTION 2. RESTRICTIONS.**

(a) In the conduct of said film making activities, PERMITTEE shall not impede the flow of vehicular traffic upon, nor restrict public access to or from CITY property, except temporarily as specifically set forth in the traffic control requirements established by the CITY Public Works Department attached hereto, and shall for any such temporary exceptions, employ uniformed CITY police or approved security to control pedestrian or vehicular traffic within CITY property. Vehicles used by PERMITTEE are restricted to established roadways and driveways except as indicated on FILMING PERMIT.

(b) Permittee is forbidden to use any CITY property, including right-of-way and streets, unless expressly provided in attachments to this AGREEMENT.

(c) In no event may PERMITTEE photograph, film, video tape or otherwise record any individual without their express written consent and pursuant to all local, state and federal statutes.

(d) PERMITTEE agrees to comply with any and all public safety requirements or restrictions as may be set forth by the CITY Police and Fire Departments, and to pay fees as imposed to inspect or enforce same.

### **SECTION 3. INSURANCE.**

PERMITTEE shall keep in full force and effect throughout the term of this AGREEMENT, policy or policies of extended liability insurance coverage in the amount of \$2,000,000 each occurrence for injuries or death, and/or damage to property. The policy shall include, and the endorsement shall indicate, a severability of interest (cross-liability) and shall be primary and non-contributing with any other insurance available to the CITY.

### **SECTION 4. HOLD HARMLESS CLAUSE.**

The CITY shall be provided with proof of insurance naming the CITY, its officers, agents, servants and employees as additional insured. Said endorsement shall contain a clause reading in effect that the policy shall not be canceled or reduced without a thirty (30) day written notice to CITY as evidenced by return receipt of **Registered Mail**.

### **SECTION 5. BASIC PERMIT FEE.**

PERMITTEE will pay to the CITY estimated charges in advance as consideration for the granting of this permit for the period specified in FILMING PERMIT. PERMITTEE agrees to pay, upon billing by the CITY, any additional expenses incurred by the CITY in connection with operations by PERMITTEE under this AGREEMENT including, but not limited to, salary and overhead costs for any CITY employees required for control and security purposes.

### **SECTION 6. MAINTENANCE AND CLEAN UP.**

PERMITTEE agrees to conduct its operations in an orderly manner with continuous attention to the storage of equipment not in use and the clean up of trash and debris generated by the production unit. PERMITTEE will leave the premises in as clean and good condition as when entered upon for the purposes covered by this Permit. In the event PERMITTEE does not comply with this provision as determined by CITY, CITY may put the premises in good and clean condition and PERMITTEE agrees to reimburse CITY upon demand for all costs incurred.

### **SECTION 7. ON-SITE AVAILABILITY OF PERMIT.**

PERMITTEE shall furnish the Production Unit Manager with a copy of the executed FILMING PERMIT and AGREEMENT, a copy of which shall be available on location for inspection by CITY at all times during active operations.

**SECTION 8. COMPLIANCE WITH TERMS AND CONDITIONS.**

In the event PERMITTEE does not comply with one or more of the Terms and Conditions stated herein as determined by the City's Finance Director or authorized agent, this PERMIT shall be null and void and, upon notification, PERMITTEE or authorized agent agrees to cease immediately all film making activities on city-owned property.

**SECTION 9. EXTENSION OF PERMIT.**

PERMITTEE agrees that in the event this Permit is extended at PERMITTEE's request with the approval of the CITY, PERMITTEE will pay the additional fee(s), if any, specified for such extension at the time of the request and its approval.

**SECTION 10. EFFECTIVE DATE.**

This AGREEMENT will be effective upon execution by the City's Finance Director.

**SECTION 11. UTILITIES.**

In the event PERMITTEE desires to use any CITY utilities, arrangements may be made by the CITY to furnish same. PERMITTEE shall pay the total cost of all utilities furnished within ten (10) days of receipt of statement prepared by CITY.

**SECTION 12. ASSIGNMENT.**

It is understood and agreed that this AGREEMENT is a license and not a lease, and it's a personal, revocable and unassignable permission to PERMITTEE to perform the acts set herein without reserving or granting to said PERMITTEE any interest in real property.

**SECTION 13. EQUAL RIGHTS**

PERMITTEE agrees that it shall not make any discrimination, distinction, or restriction on account of color, race, religion, ancestry or national origin contrary to the provisions of Section 51 of the Civil Code of the State of California which is incorporated herein by reference as if set forth here in full. Upon a final determination by a court of competent jurisdiction that the PERMITTEE has violated said statutory provisions, this AGREEMENT shall be deemed forfeited.

**SECTION 14. LABOR CODE COMPLIANCE.**

PERMITTEE agrees that he/she shall not violate the provisions of Sections 1410 through 1432 of the Labor Code of State of California (California Fair Employment Practice Act) which are hereby incorporated herein by reference as if set forth here at in full. Upon any final determination by a commission or court of competent jurisdiction that the PERMITTEE has violated said statutory provisions, this AGREEMENT shall be deemed forfeited.

**SECTION 15. TERMINATION OF AGREEMENT.**

The CITY reserves, within its absolute discretion, the right to cancel this permit without incurring any liability to the PERMITTEE whatsoever.

**CITY OF DOWNEY**

By:

Title: FINANCE DIRECTOR

Dated:

The undersigned, by signature as agent of PERMITTEE, certifies that it is authorized to and does hereby commit PERMITTEE to the Terms and Conditions of this AGREEMENT.

Permittee

By:

Title:

Dated:

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