

PRODUCTION AND INDEMNIFICATION RELEASE

THIS RELEASE AND INDEMNIFICATION (“Release”) is granted to the Mayor and City Council of Baltimore, a municipal corporation of the State of Maryland (the "City"), the **Baltimore Film Office (“BFO”)**, a division of the **Baltimore Office of Promotion & the Arts, Inc.**, a non-profit organization organized and existing under the laws of the State of Maryland, by _____ (the "**Company**"), for all activities of the Company connected with the production of _____ (the "**Production**"). This Release shall be in effect for a period of _____ days, beginning on _____ and ending on _____.

1. Responsibilities to the Public.

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 City will post street signs in advance for Production activities which involve parking and filming. The Company shall obtain and pay for all necessary permits.

B. The Company shall give written notice to 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 and information concerning the date, time, location of the Production and the 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 BFO. BFO 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 and BFO for all costs which result from any failure by the Company to comply.

D. The Company agrees to utilize City personnel as required for public health, safety, welfare and convenience as determined by BFO 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 or BFO, 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. Such expenses shall be in addition to any permit fees paid by the Company.

B. 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.

A. The Company, at its sole cost, shall procure and maintain for the duration of this Release insurance as described below covering claims for bodily injury and property damage, which may arise from, or in connection with, this Release or the Company's production activities:

1. Commercial general liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 aggregate. Coverage shall include contractual liability and broad form property damage.

2. Commercial Automobile Liability insurance in an amount of \$1,000,000 Combined Single Limit per accident. Coverage shall include all vehicles whether 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 that may arise out of Company or production activities, whether such activities are conducted by the Company or agents directly or indirectly employed by the Company or any of its agents. The amount of insurance shall under no circumstances be less than is required under Maryland Law.

B. All such policies shall name the Mayor and City Council of Baltimore and the Baltimore Office of Promotion & the Arts as an additional insured with respect to activities and functions conducted by or on behalf of the Company in connection with production in the Baltimore City area and on all property owned or controlled by the City. The required insurance shall be primary over all other insurance or self-insurance coverage that the City may have. The certificate of insurance shall be delivered to BFO at least fourteen (14) days prior to the first scheduled filming date.

C. The Company agrees that all required insurance will be kept in full force and effect during the production activities and at all times with respect thereto. 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 City reserves the right to terminate this Release if required the Company does not maintain required insurance levels.

4. Release and Indemnification.

A. The Company agrees to indemnify, defend and hold harmless the City its elected/appointed officials, employees, agents, and volunteers and BFO from all claims, suits, losses, actions, damages, reasonable and verifiable expenses, reasonable and verifiable costs and, without limitation, reasonable outside legal fees for outside counsel arising from all acts and omissions of the Company, its employees, agents and representatives in connection with all production activities of the Company, excluding there from any liability caused by the acts and omissions of the City or BFO. Such indemnification by the Company shall be in addition to and not limited by any insurance required herein.

B. The Company is solely responsible for any damage caused by the Production, or the Company's employees, agents, contractors, or volunteers to the personal property of third parties.

C. The Company is solely responsible for all artistic and technical aspects of the Production related activities and decisions, and the Company accepts all liability for any damages or losses resulting therefrom.

5. **Rights.** All rights in and to all the Company's work product ("Work Product") 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 the City nor BFO claims an interest in the Work Product.

6. **Compliance with Laws.** The Company agrees that at all times it shall conduct its operations in compliance with all applicable Federal, State, and local laws, rules, and regulations, and with due regard for the public safety.

7. **Termination.** The City or BFO reserves the right to terminate any arrangements, in whole or in part, which are in violation of the provisions of this Release, with reasonable notice and opportunity to cure by the Company. Termination of any such arrangements may be made at any time, without liability and without prior written notice if, in the good faith and reasonable discretion of City and/or BFO circumstances dictate that it is in the best interest of the public safety and welfare to do so.

8. **Recognition.** The Company may, in its sole discretion, accord screen credit to the Baltimore Film Office, the citizens of Baltimore and/or the Mayor and City Council of Baltimore to thank them for their cooperation and assistance. In such event, all aspects of the credit (e.g., form size placement, etc.) shall be in Company's sole discretion.

9. **Waiver.** The waiver of any terms of this Release or failure of any party to insist on strict compliance and prompt performance of all or any of the terms of this Release, followed by acceptance by the party of such performance thereafter, shall not constitute or be construed as a

waiver or relinquishment of any right by the party to enforce all terms strictly in the event of a continuous or subsequent default. Each provision of this Release shall be deemed to be a separate and individual provision. The invalidity or breach of one provision shall not cause invalidity or breach of any remaining provisions or of the Release, which shall remain in full force and effect.

10. Representations. The parties represent that they fully understand the terms and effects of this Release and that each fully relies on their own judgment and the advice and counsel of their own advisors and representatives in executing this Release.

11. Governing Law, Jurisdiction. This Release shall be construed and interpreted in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles. The Company agrees to submit to the jurisdiction of any court of competent jurisdiction in Baltimore City with respect to the enforcement of this Release in whole or in part.

12. Assignment. The Company shall not assign or transfer, in whole or in part, the rights or privileges to conduct filming activities in Baltimore City as granted in this Release without both the City and BFO's prior written consent. Notwithstanding the foregoing, the Company may freely assign its rights in and to the Production to its parent, affiliated, or subsidiary companies.

13. Independent Party. The Company agrees that it is acting as an independent entity and not as an agent, employee or representative of the City or BFO. The terms and conditions of this Release, as well as any suggestions and requirements of the City or BFO, shall not be construed as creating or constituting a joint venture or any other relationship between the Company and the City and/or BFO, and the Company further agrees that the cooperation of the City and/or BFO shall not be construed as an assumption of any liability or responsibility for injury to Company employees, agents and representatives or damage to their property and that the City and/or BFO is not an insurer of the Company, or otherwise liable to the Company except as provided by law.

The Company agrees to the above as of the date written below by its authorized signatory:

[COMPANY NAME]

By: _____

Date: _____

Name: _____

Title: _____