

EXHIBIT C-6

PRC 6616.1

SUBLEASE

ENDORSEMENT

STATE OF CALIFORNIA STATE LANDS COMMISSION

Pursuant to Commission Minute Item No.TBD dated, June 21, 2018, the herein sublease between the City of Huntington Beach and Abercrombie & Fitch Company, Abercrombie & Fitch Trading Company, and J.M. Hollister, LLC (collectively referred to as "Abercrombie") under a portion of State Lease PRC No. 6616.1, is hereby approved.

BY: _____
ROBERT BRIAN BUGSCH, Chief
Land Management Division

J. LAUDENBACK, CS
C. 62222222
Dept. ID CS 14-023 Page 1 of 3
Meeting Date: 10/6/2014
APPROVED 7-0



CITY OF HUNTINGTON BEACH REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 10/6/2014

SUBMITTED TO: Honorable Mayor and City Council Members

SUBMITTED BY: Fred A. Wilson, City Manager

PREPARED BY: Janeen Laudenback, Director of Community Services

SUBJECT: Approve and authorize execution of an amended and reinstated License Agreement with Abercrombie & Fitch Co. for video authorization at the Huntington Beach Municipal Pier

Statement of Issue:

On July 19, 2004, the City entered into a five-year agreement with Hollister LLC, to allow live video feed from the Huntington Beach Pier in its clothing stores nationwide. This agreement was extended in 2008. Hollister has determined that it no longer needs to provide a live video feed and would prefer to utilize recorded video feeds from the pier to display in certain stores worldwide. Through their parent company, Abercrombie and Fitch Co., (Abercrombie) Hollister has requested that the agreement be amended and restated to allow for recorded video footage taken from the pier and transfer the ownership of the cameras and related equipment to the City. Council is being asked to approve the amended and restated agreement.

Financial Impact:

The City will receive an annual license fee of \$116,000 plus an inflationary factor of three percent (3%) per year. Annual revenues will be deposited into General Fund Property/Equipment Lease-Beach account 10000100.43105. Additionally, the City shall receive a total of \$50,000 for Marine Safety purposes each time the new agreement is extended for five-years.

Recommended Action:

Approve authorize the Mayor and City Clerk to execute the "Amended and Restated City Agreement" with Abercrombie and Fitch Co. to allow for video recording from the Huntington Beach Pier up to four (4) times per year for up to five (5) consecutive days and, to transfer the ownership of the nine (9) video cameras and monitors used for live video streaming to the City.

Alternative Action(s):

Do not approve the amended and restated agreement with Abercrombie and Fitch Co. and direct staff accordingly.

Analysis:

Hollister stores are limited liability companies comprised of J.M. Hollister, Hollister Michigan, Hollister Ohio, and Hollister California. Its parent company is Abercrombie and Fitch Co. (Abercrombie). In 2004, Hollister approached the City with an advertizing concept to stream live video feed taken from the Huntington Beach Pier into its stores nationwide. The goal of the concept was to create a casual beach atmosphere in its stores to target their core clientele – teens and young adults. On July 19, 2004, the City approved a license agreement with Hollister to place two (2) fixed focal cameras under the pier. In 2008, the agreement was extended and allowed for the

AMENDED AND RESTATED CITY AGREEMENT

This AMENDED AND RESTATED CITY AGREEMENT (this "Agreement"), is made this 6th day of October, 2014 (the "Effective Date"), by and between the City of Huntington Beach, a municipal corporation (the "City"), on the one hand, and Abercrombie & Fitch Co. (a Delaware corporation), Abercrombie & Fitch Trading Co. (an Ohio corporation), and J.M. Hollister, LLC (a Delaware limited liability company) (hereinafter referred to collectively as "Abercrombie"), on the other hand.

RECITALS

A. City is the owner of the Huntington Beach Pier located within the City of Huntington Beach.

B. City on the one hand and J.M. Hollister, LLC, Hollister Michigan, LLC, Hollister Ohio, LLC, and Hollister California, LLC on the other hand were parties to that certain License Agreement dated July 30, 2004 (the "Original Agreement"). Hollister Michigan, LLC, Hollister Ohio, LLC, and Hollister California, LLC no longer exist and have been merged into entities owned and controlled by Abercrombie & Fitch Co. and/or Abercrombie & Fitch Trading Co. Pursuant to the Original Agreement, Abercrombie was granted a license to install, operate and maintain camera equipment to broadcast a live video feed of Huntington Beach to certain Hollister Co. stores across the United States ("Live Video Feed").

C. City and Abercrombie are parties to that certain City Agreement dated August 4, 2008 (the "City Agreement") that terminated, amended and restated the Original Agreement. The City Agreement permitted Abercrombie to install, operate and maintain a total of nine cameras and related equipment to broadcast the Live Video Feed (collectively, the "Existing Camera Equipment"). This Agreement is intended to replace the City Agreement in its entirety, and upon the Effective Date of this Agreement, the City Agreement shall terminate and no longer be in effect.

D. Abercrombie has determined that it no longer needs to provide a Live Video Feed and would prefer to utilize recorded video feeds from the Huntington Beach Pier to display in certain or all of its stores worldwide and related purposes ("Recorded Content"). Abercrombie desires to record video from the Huntington Beach Pier on a certain limited number of visits per year to capture the Recorded Content, as described further below in Section 3.

E. City desires to assume full ownership and possession free of charge for the Existing Camera Equipment for public safety purposes.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other valuable consideration, the receipt of which is hereby acknowledged, the City and Abercrombie do hereby agree as follows:

1. Transfer of Existing Camera Equipment.

Pursuant to the Original Agreement, Abercrombie installed two 21-inch flat panel monitors and related equipment at the Moorhouse Lifeguard Headquarters facility to display the Live Video Feed from the two original cameras. Pursuant to the City Agreement, Abercrombie provided seven additional monitors for the additional views available from the seven additional cameras (collectively, the nine installed monitors and related equipment at the Moorhouse Lifeguard Headquarters facility shall be referred to herein as the "Monitor Equipment"). As of the Effective Date, Abercrombie agrees to transfer to the City free of charge full ownership and possession of the Existing Camera Equipment and Monitor Equipment. As of the Effective Date, the City agrees to assume and take full ownership and possession of the Existing Camera Equipment and Monitor Equipment and any liability associated therewith. The City agrees that the Live Video Feed shall be used solely by the City for public safety purposes only and no other person or entity other than the City may use such Live Video Feed or Existing Camera Equipment for any other purpose.

2. License Area.

The area subject to this License (the "License Area") includes those areas of the Huntington Beach Pier designated on Exhibit A attached hereto and related access paths to and from the designated areas. The License Area may also include other areas of the Huntington Beach Pier with prior approval by the City, which shall not be unreasonably withheld.

3. Grant of License.

The City hereby grants to Abercrombie a license to use the License Area for the purposes of filming, recording and capturing the Recorded Content pursuant to the Work Plan attached hereto as Exhibit B for the Term of the Agreement (the "License"). The scope of the License shall be further defined by the following:

a. The City grants Abercrombie access to the License Area up to four (4) times a year for up to five (5) consecutive days on each visit (the "Recording Visit"). On each Recording Visit, Abercrombie shall be permitted to record continuously on a daily basis from one hour before sunrise to one hour after sunset with a production crew of up to approximately six (6) cameras and related crew members.

b. On an annual basis, Abercrombie agrees to provide the City with a list of desired dates for the four (4) Recording Visits ("Recording Visit Dates"). The City agrees to review such list within ten (10) business days from receipt and to work cooperatively in good faith with Abercrombie to finalize the Recording Visit Dates expeditiously and in no event later than twenty (20) business days after receipt of such list. The Parties acknowledge and agree that the City shall provide Abercrombie with priority status in finalizing the Recording Visit Dates with the exception of certain dates associated with events exclusively occupying the Huntington

Beach Pier and surrounding areas. In the event that a scheduled Recording Visit needs to be cancelled for any reason, including, without limitation, for the lack of sunlight or other weather condition, Abercrombie shall provide a written cancellation notice to the City as soon as reasonably practicable. The City shall have the right to cancel any scheduled Recording Visit for an emergency or health and safety reason associated with the License Area, and shall provide a written cancellation notice to Abercrombie as soon as reasonably practicable after any such determination. In the event of any cancellation, the Parties agree to work cooperatively in good faith to promptly reschedule the cancelled Recording Visit, if deemed necessary by Abercrombie.

c. The City agrees to process expeditiously any necessary permits or approvals for Abercrombie's intended use of the License Area.

d. The City agrees to provide Abercrombie access to parking areas near the Huntington Beach Pier at no additional cost.

e. Abercrombie acknowledges and agrees that the City is not endorsing the products or advertising of Abercrombie or Hollister by the grant of this License.

4. Term of Agreement.

This Agreement shall be for a term of five (5) years ("Term") commencing upon the Effective Date of this Agreement, and shall be automatically extended for an additional four (4) successive five-year terms after the expiration of the Term, provided the Agreement has not been earlier terminated as provided herein.

5. Payment.

a. Abercrombie shall pay to the City \$116,000 per year commencing upon the Effective Date of this Agreement (the "License Fee"). The License Fee shall be increased on each annual anniversary of the Effective Date by three (3) percent per year.

b. Abercrombie shall pay the License Fee to the City on an annual basis on each anniversary of the Effective Date through and until the termination of this Agreement.

c. Abercrombie shall also pay \$50,000 each time the Term of this Agreement is extended for five years as consideration for the rights granted hereto. Abercrombie agrees that the amount described above shall be provided to the City for marine safety purposes. The \$50,000 payment shall be paid by Abercrombie to the City within thirty (30) days after the commencement of each new five (5) year term.

d. Abercrombie shall configure the Recorded Content to exhibit the text "Huntington Beach, Surf City, USA®" on all video wall displays. The size of the text shall be legible with a minimum and maximum size of text to be determined subject to the City's reasonable approval. The Parties acknowledge and agree that this text shall not be associated with any advertising slogan or symbol.

6. Safety Requirements.

In exchange for the License granted above, Abercrombie agrees that it shall not suffer or permit any dangerous condition to be created, exist, or continue on the License Area as a result of its activities associated with the Recorded Content; and, that all of its acts and those of its contractors and subcontractors shall be carried out in a careful and reasonable manner. Abercrombie acknowledges and agrees that the City shall not be held responsible or liable for any damage to the recording equipment for Recorded Content caused by disasters, riots, fires, vandals, storms, waves, water, wind and/or earthquakes.

7. Commercial Filming Permit.

City hereby grants to Abercrombie a Commercial Filming Permit during the Term of the Agreement, as may be extended, free of charge. See Commercial Filming Permit attached hereto as Exhibit C.

8. Condition of License Area.

Abercrombie acknowledges that it shall enter the License Area at its own risk, and that neither the City nor any of its officers, employees, agents, or contractors have made any warranty or representation to Abercrombie with regard to the safe condition of the License Area.

9. Indemnification, Defense, Hold Harmless.

Abercrombie shall protect, defend, indemnify and save and hold harmless City, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation costs and fees of litigation of every nature) arising out of or in connection with Abercrombie's performance of this Agreement or Abercrombie's failure to comply with any of Abercrombie's obligations contained in the Agreement by Abercrombie, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of City. City shall be reimbursed by Abercrombie for all costs and attorney's fees incurred by City in enforcing this obligation.

10. Worker's Compensation and Employers' Liability Insurance.

Pursuant to *California Labor Code* Section 1861, Abercrombie acknowledges awareness of Section 3700 *et seq.* of said Code, which requires every employer to be insured against liability for workers' compensation; Abercrombie covenants that it will comply with such provisions prior to commencing performance of the work hereunder; and shall indemnify, defend and hold harmless City from and against all claims, demands, payments, suit, actions, proceedings, and judgments of every nature and description, including attorney's fees and costs presented, brought or recovered against City, for or on account of any liability under any of said acts which may be incurred by reason of any work to be performed by Abercrombie under this Agreement. Abercrombie shall maintain workers' compensation and employers' liability in amounts not less than the State statutory limits.

11. General Liability Insurance.

In addition to the workers' compensation and employers' liability insurance and Abercrombie's covenant to indemnify City, Abercrombie shall obtain and furnish to City, a policy of general public liability insurance, including automotive bodily injury and property damage insurance covering the License Area. The policy shall indemnify Abercrombie, its officers, agents and employees, while acting within the scope of their duties, against any and all claims arising out of or in connection with the License Area, and shall provide coverage in not less than the following amount: combined single limit bodily injury, personal injury and property damage, including products/completed operations liability and blanket contractual liability, of one million dollars (\$1,000,000.00) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than one million dollars (\$1,000,000.00) for the License Area. The policy shall name City, its agents, officers, employees and volunteers as additional insureds, and shall specifically provide that any insurance coverage which may be applicable to the License Area shall be deemed excess coverage and that Abercrombie's insurance shall be primary.

12. Property Insurance.

Before entering the License Area, Abercrombie shall provide property insurance with extended coverage endorsements thereon, on the License Area in an amount equal to the full replacement cost thereof; this policy shall be on a replacement cost basis and shall not contain a coinsurance penalty provision. In the event of loss, the policy proceeds shall be used to repair or rebuild any such improvements so damaged or destroyed; and if not so used, such proceeds shall be paid to City. The proceeds of any such insurance payable to City shall be used for rebuilding or repair as necessary to restore the License Area and at the sole discretion of City. The policy shall name City as an additional insured.

The policy or policies shall also contain the following:

1. The insurer will not cancel or reduce the insured's coverage without thirty (30) days prior written notice to City; and
2. City will not be responsible for premiums or assessments on the policy.

A complete and signed certificate of insurance required by this Section shall be filed with City prior to the execution of this Agreement. At least thirty (30) days prior to the expiration of any such policy, a signed and complete certification of insurance showing that coverage has been renewed, shall be filed with City. Upon request, Abercrombie shall furnish City a certified copy of the applicable policy within fifteen (15) days.

13. Certificates of Insurance; Additional Endorsements.

Prior to the execution of this Agreement, Abercrombie shall furnish to City certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this Agreement; these certificates shall:

- a. provide the name and policy number of each carrier and policy;
- b. state that the policy is currently in force; and
- c. promise that such policies shall not be suspended, voided or canceled by either Party, reduced in coverage or in limits except after thirty (30) days' prior written notice; however, ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Abercrombie shall maintain the foregoing insurance coverages in force during the entire Term of this Agreement or any renewal Term(s), including any holdover periods. The requirement for carrying the foregoing insurance coverages shall not derogate from the provisions for indemnification of City by Abercrombie under the Agreement. City or its representatives shall at all times have the right to demand the original or a copy of all said applicable policies of insurance. Abercrombie shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

14. Insurance Proceeds.

Any insurance proceeds received by City because of the total or partial destruction of said License Area or any buildings on said License Area shall be the sole property of City.

15. Insurance Hazards.

Abercrombie shall not commit or permit the commission of any acts on said License Area nor use or permit the use of said License Area in any manner that will increase the existing rates for or cause the cancellation of any property, liability or other insurance policy insuring the Huntington Beach Pier, said License Area or the improvements on said License Area. Abercrombie shall, at its sole cost and expense, comply with any and all requirements of insurance carriers necessary for the continued maintenance at reasonable rates of property, liability and other insurance policies on the Huntington Beach Pier and License Area.

16. Notice.

Any written notice or required submittals, given under the terms of this Agreement, shall be delivered personally, or mailed, certified mail, postage prepaid, addressed to the Party concerned as follows:

To City:

CITY OF HUNTINGTON BEACH
Attn: Janeen Laudenback
Community Services Department
2000 Main Street
Huntington Beach, CA 92648
Phone: (714) 374-5309

2nd Copy to City:

CITY CLERK
CITY OF HUNTINGTON BEACH
2000 Main Street
Huntington Beach, CA 92648

To Abercrombie:

Reid Wilson, Esq.
Abercrombie & Fitch
6301 Fitch Path
New Albany, OH 43054
(614) 283-6131

2nd Copy to Abercrombie:

Francis Park, Esq.
Park & Velayos LLP
801 South Figueroa Street, Suite 450
Los Angeles, California 90017
(213) 570-8000

City or Abercrombie may from time to time designate any other address for this purpose by written notice to the other Party.

17. Termination.

This Agreement may be terminated by Abercrombie upon thirty (30) days written notice to the City, provided, however, that if Abercrombie elects to terminate this Agreement prior to the expiration of the Term, as may be extended, Abercrombie shall pay to the City a termination fee of \$60,000. In the event of a material breach, violation or failure to perform or satisfy any of the obligations in this Agreement which has not been cured after a reasonable period of time after written notice to Abercrombie, the City may elect to terminate this Agreement upon thirty (30) days written notice to Abercrombie. This Section shall survive the termination or expiration of this Agreement.

18. Public Necessity.

City may, upon three (3) months prior notice in writing to Abercrombie, suspend or revoke this Agreement without liability to Abercrombie when public necessity so requires, or suspend operation immediately hereunder, without any advance notice and without any liability to Abercrombie, in the event of public emergency, as may be determined by the City Manager. Such suspension will terminate when the public necessity or emergency no longer exists. The Parties agree that if the suspension or revocation discussed above exceeds 30 days, then Abercrombie shall have the right to terminate this Agreement without fee or penalty notwithstanding Section 17 above.

19. Conflict of Interest.

Abercrombie warrants and covenants that no official or employee of City nor any business entity in which an official or employee of City is interested (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed in the performance of this Agreement without the immediate divulgence of such fact to City. In the event City determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of the City, Abercrombie, upon request of City, shall terminate such employment immediately. For breaches or violations of this Section, City shall have the right both to annul this Agreement without liability, and, in its sole discretion, recover the full amount of any such compensation paid to such official, employee or business entity.

20. Attorney's Fees.

In the event suit is brought by either Party to enforce the terms and provisions of this Agreement or to secure the performance hereof, each Party shall bear its own attorney's fees, except as provided in Section 9 above.

21. Non-Possessory Interest.

City retains full possession of the License Area and Abercrombie will not acquire any interest temporary, permanent, irrevocable, possessory or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Abercrombie will make no claim to any such interest. Any violation of this provision will immediately void and terminate this Agreement.

22. Liens.

Abercrombie shall not permit any mechanics' or materialness', or other liens, or stop notices, to stand against the License Area by reason of any use or occupancy by Abercrombie, or any person claiming under Abercrombie. If Abercrombie desires to contest or withhold any payment which would lead to the placement of any such liens or stop notices, or contest any such lien, or stop notice, then prior to commencing such contest and withholding, Abercrombie shall furnish City with a bond to secure the payment of such obligation and obtain City's prior written approval of the bond.

23. Miscellaneous.

a. Assignment. Neither Abercrombie nor the City shall assign (or sublease) its rights or responsibilities under this Agreement, in whole or in part, except with the written consent of the other Party hereto. Any attempted assignment without such prior written consent shall be invalid and void.

b. Compliance with Laws. Abercrombie shall comply with all required State, County and City laws and regulations relating to the use of the License Area and shall be solely responsible for all costs incurred in connection with such compliance.

c. Applicable Law. This Agreement shall be construed, governed and enforced in accordance with the laws of the State of California.

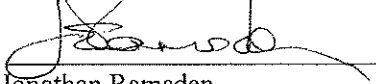
d. Entire Agreement. This Agreement contains a full and complete expression of the Parties and it shall supersede all other agreements, written or oral, hereto made by the Parties with respect to the subject matter hereof. This Agreement may be modified only in writing, signed by the Parties hereto.

(signature page follows)

IN WITNESS WHEREOF, authorized representatives of the City and Abercrombie have duly executed this Agreement as of the day and year first written above.


Abercrombie:

ABERCROMBIE & FITCH CO.

By: 
Jonathan Ramsden
Chief Financial Officer
Chief Operating Officer

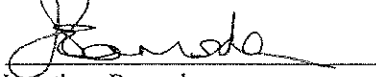
Date: 9/19/14

ABERCROMBIE & FITCH TRADING CO.

By: 
REID WILSON
ASSISTANT SECRETARY

Date: 9/19/14

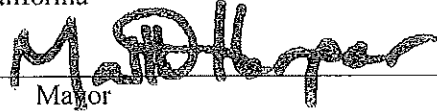
J.M. HOLLISTER, LLC

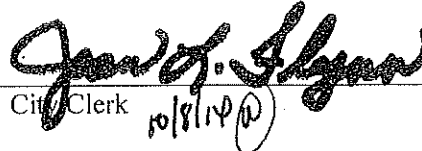
By: 
Jonathan Ramsden
President

Date: 9/19/14

City:

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

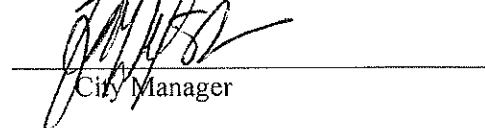

Mayor


City Clerk 10/8/14

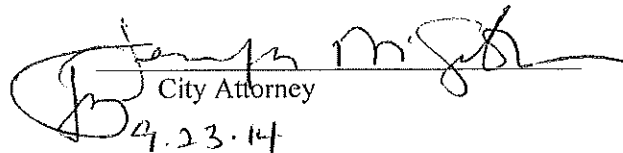
INITIATED AND APPROVED:

 9/24/14
Director of Community Services

REVIEWED AND APPROVED:


City Manager

APPROVED AS TO FORM:


City Attorney
4.23.14

CITY'S SIGNATURE PAGE TO AGREEMENT BETWEEN CITY AND
ABERCROMBIE & FITCH CO., ABERCROMBIE & FITCH TRADING CO. AND J.M.
HOLLISTER, LLC

Abercrombie & Fitch Proposed Video Recording Areas

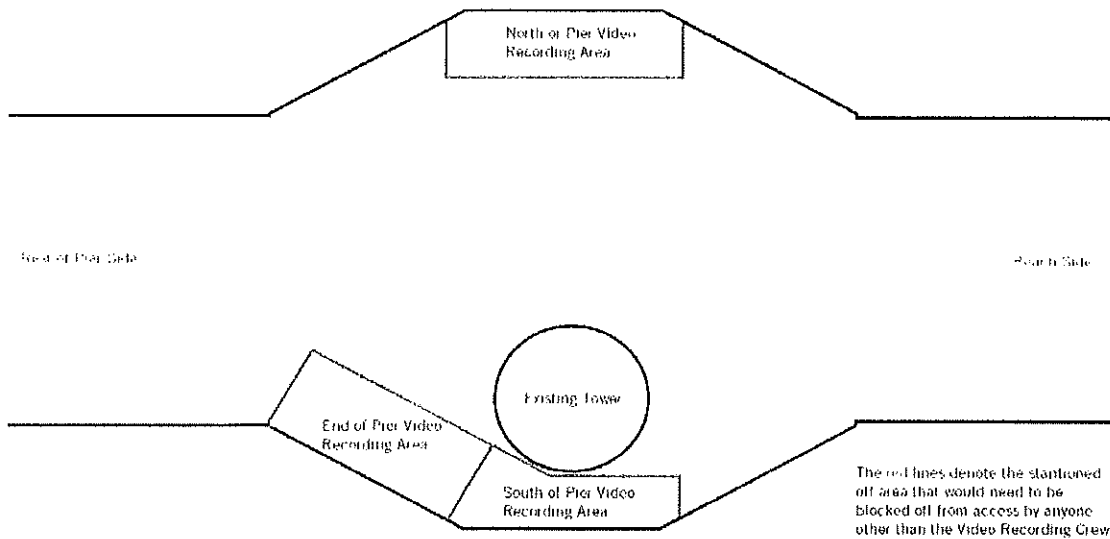
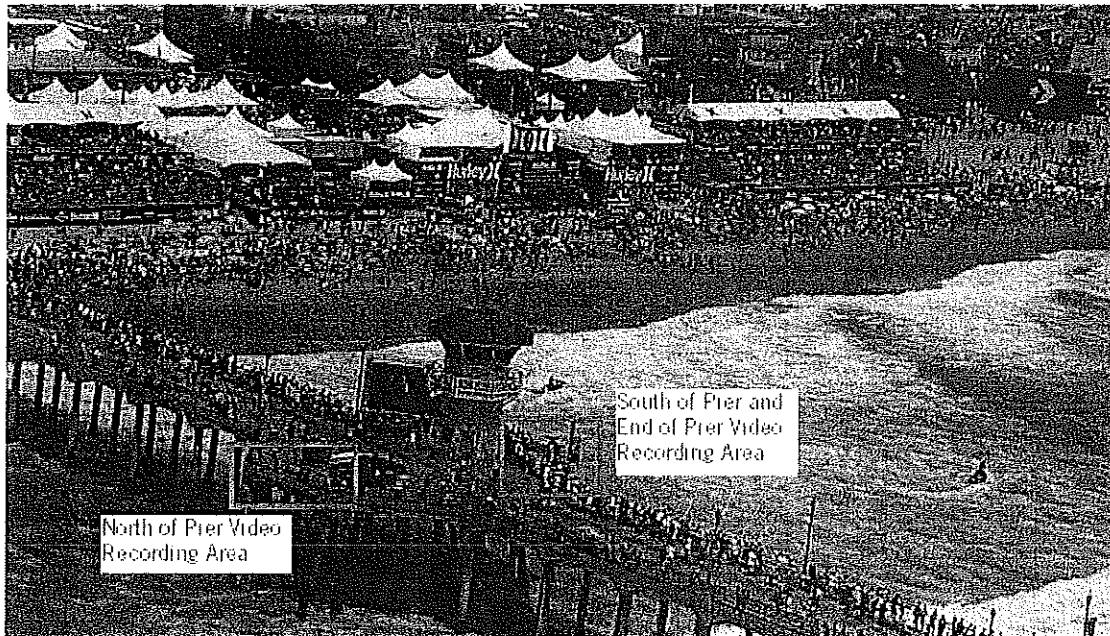


EXHIBIT B

Work Plan

Each Recording Visit consists of up to five (5) days of continuous recording at the Huntington Beach Pier with up to six (6) cameras and related crew members. On each visit, Abercrombie intends to record continuously from one hour before sunrise to one hour after sunset for up to five (5) continuous days. Abercrombie will cordon off the recording areas on the Huntington Beach Pier with stanchions or cones that will be maintained, as deemed necessary by Abercrombie, for the duration of the Recording Visit. The three recording areas are depicted on the License Area Map attached hereto as Exhibit A and are generally located in the area of Tower 0 Lifeguard Tower. Each recording area is approximately 40 feet by 8 feet and is intended to allow for recording equipment and related personnel to be protected and secure for recording continuous content for the duration of the Recording Visit. It is the intent of Abercrombie and the City to be flexible in the designation and use of recording areas, and new areas may be agreed to with the reasonable consent of the City.

The video recording personnel will bring to the recording areas the cameras, video recorders, tripods, stanchions, cones and other related equipment necessary for capturing Recorded Content and for protecting the equipment from weather conditions, including, but not limited to, temporary protective shade ("Recording Equipment"). The City and Abercrombie will work to coordinate in advance any necessary parking, approvals and clearances to set up, maintain, operate and remove the Recording Equipment at the Recording Areas. The City will designate a City representative who will be available by phone for the entire duration of each Recording Visit, as well as immediately prior to and after each Recording Visit.

The cameras and video recorders are battery-operated, but in the event that power is needed, Abercrombie will use accessible shore power or bring a generator to power the Recording Equipment in the License Area during the Recording Visits. Recorded Content from the Recording Visits may be edited, as deemed necessary by Abercrombie, prior to being displayed in stores and related purposes.

Application Received: _____

SUBMIT COMPLETED APPLICATION TO:

filmpermits@surfcity-hb.org

Film Office is located at the Lifeguard Headquarters

103 Pacific Coast Highway

Huntington Beach, CA 92648

Barbara Gray

(714) 536-5497 FAX (714) 374-1500

FILM/PHOTOGRAPHY PERMIT APPLICATION

Page 1

Lead Contact:	Project Name:
Project Company:	Film Dates:
	Prep/Strike Dates:
Production Company:	Production Type:
	<input type="checkbox"/> Film <input type="checkbox"/> Still <input type="checkbox"/> Video
Address:	Classification:
City/State/Zip:	<input type="checkbox"/> Commercial <input type="checkbox"/> TV <input type="checkbox"/> Feature
Office Number:	<input type="checkbox"/> Documentary <input type="checkbox"/> School Project <input type="checkbox"/> Other
E-Mail:	Cell:
	FAX:
General Location(s):	
Specific Site:	
Activity:	
Number of Crew:	Number of Cast Members:
Vehicles: (Types)	
Number of vehicles:	
Day 1 Hours:	
From:	To:
Day 2 Hours:	
From:	To:

Permittee hereby agrees to ensure compliance with the conditions of the permit, including provisions and any attachments, agrees to obtain prior city approval for deviations from the information provided herein, and understands that failure to comply with these requirements may result in the immediate cancellation of production.

Applicant

Date

FILM/PHOTOGRAPHY PERMIT APPLICATION

Page 2

Special Requirements/Equipment/Parking

Location Manager: _____

Office Phone: _____ Portable/Pager: _____

Assistant Location Manager: _____

Office Phone: _____ Portable/Pager: _____

Parking Requirements: _____

Equipment to be used (list): _____

Services Required: ☐None ☐Food ☐Hotel

Stunts/Special effects: _____

Pyrotechnics: _____

Hazardous material to be used: _____

Pyrotechnician: _____ License #: _____

Aerial stunts/elements: _____

Wild animals to be used: _____

Traffic Control: Describe your plan for controlling traffic, (i.e. personnel and/or devices autos, bikes, pedestrians):

Other unusual activities: _____

Traffic: Please submit a site plan showing location(s) of shoot, cast, crew, vehicle(s) and route to be traveled in order to film a scene.

PROVISIONS

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit at any and all times. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees or agents of the City. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, sexual orientation, age, national origin or physical handicap. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulations of the City subject to this permit.

Date

Applicant's Signature

Title

PERMIT MUST BE KEPT ON LOCATION AT ALL TIMES