

2009 LOCATION RELEASE
Approved by the Michigan City Park Board 11/20/08

THIS AGREEMENT entered into this ____ day of _____, 2009 by and between _____ (the "Production Company"), and MICHIGAN CITY DEPARTMENT OF PARKS AND RECREATION (OWNER")

WITNESSETH THAT

FOR GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which is hereby acknowledged, Owner grants to the Production Company a limited right to enter the property described below, and to photograph, film record and depict the interior and exterior of the Property and all items and activities on the site, and to use in any manner the Production Company sees fit in any and all media, in any manner, throughout the world, and in perpetuity all images, motion pictures and sounds recorded therein.

- (1.) **FILM LOCATION.** Owner hereby permits the Production Company to use the _____ building and grounds, in Washington Park, Michigan City, Indiana, and to exhibit, advertise, and promote said images, whether the Property is identified, or not and whether audio, visual reproductions, or both; said permission also extends to the Production Company's licensees, sponsors; successors, and assigns.
- (2.) **RIGHT OF ACCESS.** Production Company and its employees, contractors, and representatives, and the staff of any of them, shall have the right to bring personnel and equipment (including props and temporary sets) onto the Property for use as described herein, and to remove same after completion of its said use and activities.
- (3.) **TIME OF ACCESS.** The permission granted hereunder shall be for the period commencing on or about _____ p.m. and continually until _____ p.m. on the _____ day of _____, 2009. Any changes in schedule or delays due to weather shall result in a renegotiation of this Agreement. Owner represents it will do its best to accommodate Production Company in this regard.
- (4.) **PAYMENT.** Production Company shall be entitled to use the Property as described herein for a fee of \$_____.
- (5.) **ALTERATIONS TO LOCATION.** Production Company shall make NO ALTERATIONS with the specific approval of Owner's representative at the site.
- (6.) **BILLING CREDIT.** Any identification of Owner or the Property provided by Production Company in its subsequent use of said images shall be at the total discretion of Production Company.
- (7.) **INSURANCE.** Production Company hereby represents that it is insured for general liability and any other insurance coverage its commercial activities may require, with insurance limits for liability of not less that ONE MILLION DOLLARS (1,000,000.00).
- (8.) **RELEASE.** Owner releases and discharges Production Company, its employees, agents, licensees, successors and assigns from any and all claims, causes of action, or demands Owner may have after this date for libel, defamation, invasion of privacy or

right of publicity, copyright infringement or any other similar right arising out of or relating to any utilization of the permission granted herein.

(9.) IDEMNIFICATION. Production Company hereby agrees to indemnify and hold harmless the Owner against any loss or damage caused to any part of the Property, or any injury to any person, provided that such damage or personal injury is caused by some act of negligence on the part of the Production Company, or any person or thing which Production Company brings onto the Property or has the permission for use described herein. Production Company's liability under this provision shall be limited to the limits of its insurance coverage.

The undersigned hereby represents that they have been authorized to execute this Agreement on behalf of Owner and Production Company.

EXECUTED by said parties this _____ day of _____, 2009.

PRODUCTION COMPANY

OWNER

Michigan City Department of
Parks and Recreation
Six on the Lake
Michigan City, IN 46360

By: _____
(Signature)

By: _____
Darrell Garbacik,
Superintendent

(Name Printed)