

**AGREEMENT  
BETWEEN  
MUNICIPALITY OF ANCHORAGE  
AND**

---

This Agreement is made between the Municipality of Anchorage, (hereinafter "Municipality") and \_\_\_\_\_, (hereinafter "Producer"). In consideration of the mutual covenants herein, the parties agree as follows:

WITNESSETH:

WHEREAS, Producer has proposed to film and produce a film, currently entitled " \_\_\_\_\_ " (hereinafter "Film"); and

WHEREAS, Municipality agrees to reasonably cooperate with Producer in filming the Film;

NOW THEREFORE, it is hereby agreed between the respective parties to this Agreement, as follows:

1. Description of Filming Activities. Filming location(s) and date(s) shall be those location(s), date(s) and times set forth in the Film Permit Application, attached hereto as **Appendix "A"** and incorporated herein by reference.
  - A. Producer shall be responsible for obtaining any and all required legal consents, releases or waivers necessary to permit the filming of the film and all trademark and other clearances required by any third party for any content contained in the film.
  - C. Producer is granted permission to conduct this filming in accordance with schedule(s) mutually agreed to by the Municipality and Producer, it being acknowledged that the schedule(s) ultimately agreed to will be subject to the emergency needs of the Municipality.
2. Term. The term of the agreement shall be from \_\_\_\_\_ to \_\_\_\_\_, unless terminated earlier.
3. Termination. Either party may terminate this agreement, without cause or liability, upon fifteen (15) days written notice to the other party. Notwithstanding the foregoing, this Agreement and Permit may be revoked by the Municipality of Anchorage, the Anchorage Police Department or the Anchorage Fire Department if, in their sole opinion, any of the following occur: (1) The event becomes a public nuisance; (2) Violations of statutes or ordinances are committed by any participant; or (3) Any of the

terms and/or conditions of the Film Release Agreement or Film Permit Application are not met.

4. Approval –Producer shall ensure that the film does not treat the Municipality of Anchorage or its employees in a slanderous, libelous, or defamatory fashion.

5. Written Releases – Municipality/Third-Party. Producer agrees that prior to release or assignment of any film material, Producer shall obtain the written consent of any person filmed, together with a waiver of liability, granting Producer, or its assigns the right to air the person or persons filmed, including Municipal employees.

6. The Producer shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this agreement. All actions taken by the Producer under this agreement shall comply with all applicable statutes, ordinances, rules and regulations.

7. Indemnification. Producer shall defend, indemnify and hold the Municipality of Anchorage, its agents and employees harmless from and against any and all liabilities, claims, suits, damages, judgments, costs and expenses, including reasonable attorneys' fees, arising out of activities under this Agreement and Permit, including, without limitation, claims for personal injury (including death), property damage, third-party intellectual property infringement claims, third-party claims regarding an invasion of the privacy or publicity, or any other claim regarding any property or personal right of any third party. This indemnification provision shall survive the termination or expiration of this Agreement.

8. Insurance. Producer agrees to carry liability coverage with an insurer having a Best's rating of "A" or better and licensed to transact business in all jurisdictions of the United States, in an amount of at least one million dollars (\$1,000,000) general liability to include bodily injury; property damage; personal injury; and contractors liability, per occurrence, subject to the Risk Manager's review of exposure, and to include the Municipality of Anchorage as additional named insured under such policy. Copies of such policies shall be provided to the Municipality of Anchorage as they become effective, as shall any subsequent modifications and/or endorsements thereto. Producer agrees that all such insurance policies shall provide that they may not be cancelled with less than twenty (20) days notice and that such notice shall be provided to the Municipality of Anchorage. The Municipality of Anchorage shall immediately be notified of any notices of cancellation or termination of such policies for any reason and shall be provided with a certificate of insurance identifying it as an additional named insured under all such policies. Such insurance shall be maintained for at least two (2) years after the last date of production and/or display of the Programs by Producer or its assigns. In the event that Producer fails to carry adequate insurance as required herein, the Municipality of Anchorage shall have the right to terminate this Agreement and Permit immediately. The existence of such insurance shall in no way limit Producer's

indemnification of the Municipality of Anchorage or any other persons and entities as provided in the preceding paragraph.

9. Assignment. The Producer shall not be entitled to assign, license or otherwise transfer any of the rights, granted under this Agreement; provided, however, that the Producer may assign any or all of this Agreement to: (a) Its parent company or any affiliate, subsidiary or other entity with an ownership interest in the Series; (b) For purposes of distribution and other exploitation of the Series; (c) In the event of any company reorganization, merger or acquisition; and/or (d) To any party which succeeds to all or substantially all of the Producer's assets.

10. It is not the intent of the parties to this Agreement to create any rights in any third parties, including but not limited to any other employees, agents or independent contractors of Producer.

11. Notices. Any notice required pertaining to the subject matter of this agreement shall be either personally delivered, faxed, or mailed by prepaid first class registered or certified mail, return receipt requested to the following addresses:

Municipality of Anchorage  
Attention: Municipal Attorney  
P.O. Box 196650  
Anchorage, Alaska 99519-6650  
FAX (907) 343-4550

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices are effective upon the earlier of receipt or upon the sender's receipt of a "good" transmission slip (facsimiles only).

12. Jurisdiction; Choice of Law. Any civil action rising from this agreement shall be brought in the Superior Court for the Third Judicial District of the State of Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties under this agreement.

13. Amendment.

A. This agreement shall only be amended, modified or changed by a writing, executed by authorized representatives of the parties.

B. For the purpose of any amendment modification or change to the terms and conditions of this agreement, the only authorized representatives of the parties are:

(i) \_\_\_\_\_

(ii) Municipality of Anchorage, Municipal Manager

C. Any attempt to amend, modify, or change this agreement by either an unauthorized representative or unauthorized means shall be void.

14. Special Provisions. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement on the date shown below.

AGREED AND ACCEPTED:  
MUNICIPALITY OF ANCHORAGE

\_\_\_\_\_  
By: Municipal Manager's office Date: \_\_\_\_\_

AGREED AND ACCEPTED:  
PRODUCER

\_\_\_\_\_  
By: \_\_\_\_\_ Date: \_\_\_\_\_