

## FILM LOCATION AGREEMENT

This Agreement is made the (insert date) by and between the City of Hampton, Virginia, a Municipal Corporation (the "City") and (name of company) (the "Company").

1. LICENSE: The City grants to the Company a license, subject to the conditions set forth herein, to enter upon and use the property described below in Exhibit A, (the "Property"), in accordance with the dates and details shown in the aforesaid Exhibit, for the purpose of filming a \_\_\_\_ entitled \_\_\_\_\_(the "Picture").

Company Liaison: \_\_\_\_\_

Company Information:           Name of Company and address:  
  Phone:  
  Tax ID No:

This Agreement is merely a license and not a lease, and gives to the Company no express or implied interest in the Property.

2. CONSIDERATION AND SCHEDULE OF PAYMENT: The City may provide labor and materials in conjunction with the filming. The City may charge for these services. The Company agrees to pay for labor and materials as follows:

- a) To the extent possible, City labor will be billed at the prevailing labor rate; such rates shall be provided upon execution of this Agreement.
- b) Materials will be billed at the actual invoiced cost.
- c) There will be an administrative overhead charge of 20% of the labor and material charges, as required such rates shall be set by the affected City Department Head or his or her designee.

3. **PERMITTED USES/LIMITATIONS ON USE:**

- a) The City reserves the right to revoke this license, to change the location for filming, or to prohibit the Company's access to any or all of the Property when it is deemed necessary (examples include: earthquakes, hurricanes, active shooters, civil unrest, and special circumstances). The City will endeavor to give the Company reasonable notice when revoking the license, or when changing the location or prohibiting access to the Property. Such rights shall not be exercised unreasonably by the City.
- b) The Company is only allowed to enter the Property at times authorized in advance by the City. The Company's permitted use hereunder is limited to the Property, dates, and times described in Exhibit A. A change to the dates of the

use of the Property may be permitted only by the prior written approval of the City's Director of Media & Community Relations or his or her designee.

- c) The Company agrees to conform to and follow those rules for use of property set forth in the "Guidelines for Filming on Property of the City of Hampton," which are attached hereto as Exhibit B.
- d) The Company agrees to use the Property to the extent of existing available utilities as authorized in advance by the City and listed in Exhibit A. Otherwise; unavailable utilities will be provided and maintained by the Company at no cost to the City, unless directed otherwise in this agreement.
- e) Personal property may be used in accordance with the requirements of Exhibit B.

**4. INSURANCE REQUIREMENTS:** As part of this Agreement, the Company will provide a fully endorsed certificate of insurance demonstrating the following minimum insurance limits:

Commercial General Liability Insurance: \$1,000,000 per occurrence, with a \$2,000,000 General Aggregate and a \$2,000,000 Products and Completed Operation Aggregate.

Automobile Liability Insurance: \$1,000,000 Combined Single Limit if vehicles are used in production, operated and parked on City property. If company vehicles are not used in production, operated or parked on City property, statutory minimum liability insurance requirements apply.

Workers Compensation/Employer's Liability- Statutory Requirements/\$100,000. The certificate of insurance and policies or policy terms, if requested and reasonably available, must be received by the City for review prior to the finalization of the Location Agreement. Receiving the certificate **with written endorsement** shall be a condition precedent to the Company's license to use or enter the Property. The Certificate of Insurance for the Commercial General Liability and Automobile Liability policies shall state the following:

The City of Hampton, its officers, employees and agents are to be named and so endorsed to the policy as additional insured and loss payees with respect to all activities relating to the filming, production and operations of the Picture.

**5. CONDITION OF PROPERTY:** The Company agrees that it will prevent damage to the Property. The Company further agrees that upon the completion of its use of the Property, the Company will leave the Property in the same condition that it was in before the Company began its use of the Property, reasonable wear and tear expected.

**6. INTELLECTUAL PROPERTY RIGHTS:** a) The City hereby irrevocably grants to Company and any agent, licensee, and/or assignee of Company ("Successor(s)") the right to use (either accurately or with such liberties as Company may deem necessary), photograph (including, without limitation, by means of motion picture, still or video device photography), reproduce, and/or replicate the Property, including, without limitation: both the real and personal property; both interior and exterior of the Property; any name and/or address connected with the Property; and any names, trademarks, signs, and identifying

features thereof, including the right to photograph, record, and use any logos and verbiage contained on the Property. The Company and its Successor(s) shall have the right to refer to the Property, or any part thereof, by any fictitious name, to attribute any fictitious events as occurring on the Property, and as set forth below in subsection b. The City also irrevocably grants to Company and its Successor(s) access to and egress from the Property with Company's personnel and equipment for the purpose of erecting and maintaining temporary motion picture sets, structures, and equipment (to the extent required by Company) and of photographing said Property, sets, and structures and/or recording sound for such scenes as Company may desire located at the Property as approved by the City.

b) The City hereby irrevocably grants to Company and its Successor(s) the right, in perpetuity, throughout the world, to re-use the photography and sound recordings (or any part thereof) and/or to duplicate and re-create all or a portion of said Property and to use the same in any and all formats, media, and/or manner now known or hereafter devised including, without limitation, in and in connection with any production, distribution, sale, licensing, exhibition, advertising, marketing, publicity, promotion, and/or other exploitation of any motion picture and/or the ancillary and subsidiary rights therein and thereto.

7. **CREDIT:** On-screen credit in the end title crawl shall be accorded to the City of Hampton, Virginia to acknowledge the use of any and all City property and/or facilities which appear in a film or video production, unless otherwise directed by the City.

8. **INDEMNIFICATION:**

- a) The Company represents that it has inspected the Property thoroughly and completely to its satisfaction, that it has been given the opportunity to ask any questions it or its advisors may have concerning the Property's condition (including, without limitation, access to any reports or documents thereon) and that it accepts the Property as is, subject to any hazards, inconveniences and conditions which may exist on the Property known or unknown. The Company agrees to defend, indemnify and hold the City, its political subdivisions and their officers, employees, agents and separate contractors harmless against any and all claims, actions at law, suits in equity, damages, costs of defense, liability and losses ("Claims") which they or any of them may incur by reason of or in connection with the Company's use of the Property, unless such Claims arise solely out of or as the result of the City's gross negligence.
- b) The Company acknowledges that the City has not agreed to provide any indemnification, insurance coverage or save harmless agreements running to the Company.
- c) In providing any defense required hereunder, the City shall have the option, at its sole discretion, to require the Company and/or its insurer to provide the legal defense required or to arrange for its own defense and representation, and bill the Company therefore on an on-going basis, which the Company agrees to pay the City within ten calendar days of receipt of such billing.

9. **REMEDIES:**

The City will be limited to an action for money damages for any breach of this Agreement or license by the Company and will not be entitled to rescission or any form of equitable or

injunctive relief except as may be necessary to protect the Property from damage, defacement, or destruction, or as otherwise specifically authorized pursuant to this Agreement, Other than as may be permitted by the foregoing, the City shall not prevent or inhibit the production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion, or other exploitation of any of the Company's motion picture(s), audiovisual works, or other products and materials, or to otherwise restrict any other exploitation of the rights granted in this Agreement.

10. **NONASSIGNABILITY:** This Agreement and the license granted herein may not be assigned or delegated by the Company without the prior written consent of the City. Notwithstanding the foregoing, Company shall have the right to freely assign any or all of this Agreement, including, without limitation, the rights, licenses, privileges granted to it hereunder, to any other entity or person, provided such other entity or person is a wholly-owned subsidiary, an affiliate, a parent or sister company, or any other person or entity associated with Company or with the Picture.

11. **ATTACHMENTS AND ADDITIONAL PROVISIONS:** The Company's use of the Property licensed hereby shall be in strict compliance with all the provisions of the following exhibits.

Exhibit A: Dates and Details

Exhibit B: Guidelines for Filming on Property of the City of Hampton

In the event of a conflict between the terms of this Agreement and any of the terms contained in any of the Exhibits hereto, the terms of the Exhibits shall supersede and be controlling over the inconsistent terms of this Agreement.

12. **GOVERNING LAW:** The parties agree that this Agreement and the transaction contemplated hereby, shall be governed by and construed according to the laws of the Commonwealth of Virginia, regardless of the choice of laws rules thereof.

13. **ENTIRE AGREEMENT:** This Agreement and its Exhibits constitute the entire agreement between the parties and may not be modified or amended except by a written document signed by all parties hereto. The terms and conditions contained in this Agreement and the Exhibits thereto shall continue in full force and effect during any renewals of the Terms thereof.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above. The person signing this Agreement on behalf of the Company represents and warrants that he has the full right and authority to enter into this Agreement on behalf of the Company.

ACCEPTED AND APPROVED

ACCEPTED AND APPROVED City of Hampton, Virginia

Name of Comp

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

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

\_\_\_\_\_

\_\_\_\_\_ Printed Name

Printed Name

\_\_\_\_\_

\_\_\_\_\_ Title

Title

**EXHIBIT A**

**Dates and Details  
for  
Filming of \_\_\_\_\_**

**Locations & Schedule:**

Insert locations and/or addresses of proposed sites and tentative times and dates for filming. Any request from the Company to make any change in address, dates, and times of filming shall be sent to the City's Director of Media & Community Relations or his or her designee at least 12 hours in advance of such proposed change.

## EXHIBIT B

### Guidelines for Film Production on Property of the City of Hampton, Virginia

1. The authorized City representative for each area used by the Company and an appropriate member of the Company's staff shall conduct an inspection of the Property prior to the arrival of production personnel.
2. Security on City's property is controlled by representatives of the Hampton City Police.
3. The Company shall be responsible for providing security for any equipment stored on site, unless other arrangements have been made.
4. If the city deems it necessary, an authorized City representative may be required to be present at all times in the area when film production, set-up, clean-up, etc. is taking place. The Company will be notified of this requirement as soon as possible following the determination.
5. The Company, in consultation with the City and the authorized City representative for the area, will insure an adequate number of Company staff be onsite as required by the size and scope of the production.
6. Vehicular and pedestrian access to the Property will be controlled by representatives of the Hampton City Police.
7. The Company will be provided access to parking and driveway areas as can be practically provided at or near the film production locations. All parking and loading areas must be approved by the City.
8. There is to be no smoking inside any City building. Eating or drinking will be allowed inside a building only as approved by the authorized City representative for the area.
9. Consumption of alcohol or illegal drugs is not permitted on City property during filming.
10. If loans of moveable City-owned, personal property are approved, an inventory loan and return form shall be utilized for every item used and its condition noted upon return. A rental fee (at the sole discretion of the City) may be charged for the use of such personal property. The Company shall be responsible for replacing or repairing broken or lost items.
11. No physical or structural changes may be made to either the interior or exterior of any building or to the grounds. No nails, screws or other penetrations are to be put in any portions of the building without the express consent of the authorized City representative for the area. Set props or production devices are prohibited from being attached to the Property or other facilities in a manner that invades

the structure. The placement of set decorations and/or pictures must be authorized by the appropriate official of the City. There is to be no using, touching, or moving of furnishings unless authorized by the City representative for the area.

12. Protective floor coverings shall be supplied and installed by the Company. If tape is absolutely necessary to secure protective coverings on the floors, masking tape may be used. If removed for filming, the protective covering must be replaced while equipment and production personnel remain on site.
13. Filming on the Property requires that the elevators must be protected from damage. This will require that a protective cover be placed on the inside of the elevator, or all equipment transported on the elevators must be covered in a manner to protect the inside of the elevators.
14. Where applicable and reasonably achieved, the City will provide the Company floor plans of the requested filming areas. Floor plans will indicate accessible areas and off limits areas and will also delineate what types of activity can occur in accessible space such as filming, storage, makeup, etc.
15. The City will permit the use of electric power for set prop purposes and production. Heavy power demands may require the Company to provide their own generator.
16. Arrangements for restroom facilities are the responsibility of the Company, unless public restrooms are available within the building(s) constituting the Property.
17. No nude or semi-nude scenes may be filmed on City's Property.
18. The use of pyrotechnics in the City buildings and grounds is strictly prohibited.
19. The Company will remove, periodically and at the end of each day, all production debris and refuse associated with the filming and use of the Property and grounds used by the Company. Trash will be removed regularly by the Company and/or its designated catering vendor at sites where food is served. No littering within a building or on the grounds thereof is allowed.
20. The Property and grounds will be returned to the condition of the area prior to the filming by the Company, normal wear and tear excepted, unless otherwise approved by the appropriate authority. Adequate staffing during post production cleanup is expected. The City's staff will not be responsible for cleanup associated with the filming unless arrangements for reimbursement for this service have been made in advance.
21. The authorized City representative for the area and the Company staff liaison shall conduct an inspection of the Property prior to the departure of post-production personnel. The Company is responsible for correcting any identified deficiency caused by Company within thirty days of notification.

22. The use of the City's buildings requires a basic respect for the facilities unimpeded day-to-day operations, the occupants of these facilities, and tourists of the City.
23. A copy of these guidelines or synopsis of all applicable guidelines must be attached to the daily call sheets so that all cast and crew can be made aware of these regulations and expectations.

Questions, developments, and requests regarding the use of the Property will be directed to the authorized City representative for the area unless noted below, prior to any actions being taken by the Company's employees or representatives.