

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

This release, hold harmless and agreement not to sue (“this Agreement”), entered into this ____ day of _____, 20____, is by and between _____ (“the Applicant”), and the City of El Centro, a municipal corporation of the State of California (“the City”) (collectively, “the Parties”).

RECITALS

WHEREAS, the City has adopted a Film Production Policy Statement to provide the means by which film production and still photography activities may be reasonably regulated to preserve the public health and safety and provide for the protection of property, to not unduly restrict such activities and to maintain harmonious relations between the community and those engaged in such activities (“the Film Production”); and

WHEREAS, Applicant has submitted a Film Production Application to the City; and

WHEREAS, one of the conditions of the City’s Film Production Policy Statement is that Applicant enter into this Agreement; and

WHEREAS, it is in the best interest of the Parties to execute this Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE APPLICANT AND THE CITY AS FOLLOWS:

The Applicant agrees to comply with all requirements and conditions for approval, established in the City’s Policy Statement for Film Production.

The Applicant assumes responsibility and liability associated with the Film Production, and the Applicant agrees to indemnify and hold harmless and defend the City and any and all of its officers, agents, servants, or employees against any and all claims loss, damage, charge of expenses, including attorneys’ fees and costs, whether direct or indirect, to which the City or such officers, agents, servants, or employees may be put or subject, by reason of any damage, loss or injury to property caused by or resulting from or in connection with the Film Production.

Prior to issuance of the Letter of Approval, the Applicant agrees to provide a certificate of insurance, with the coverages and limits described in the Film Production Policy Statement, naming the City, its officials, employees and agents as additional insureds in an amount no less than one million dollars (\$1,000,000) and by an insurer that is an admitted carrier in the State of California and with an A.M. Best rating of A- or better; and

The Applicant hereby releases, discharges and agrees not to sue the City, its officers, agents, employees or students for any injury, death or damage or loss of personal property arising out of, or in connection with, the City’s issuance of a Letter of Approval, from whatever

cause, including the active or passive negligence of the City, its officers, agents, servants and employees.

THE APPLICANT HAS CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTANDS ITS CONTENTS. THE APPLICANT IS AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGNS IT WITH THAT UNDERSTANDING.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first written above.

APPLICANT:

Date: _____

By: _____

CITY OF EL CENTRO

Date: _____

By: _____

City Manager

APPROVED AS TO FORM:

Office of the City Attorney

By: _____