



City of YUMA

FILMING PERMIT

A permit is hereby issued to the undersigned for the filming production activity described in the application, at the locations designated within the City of Yuma. This permit is based on the description provided at the time of application subject to the specified general conditions. This permit may be modified or extended upon written request of the applicant. Permit may be revoked without notice by the City of Yuma for noncompliance, misrepresentation, safety issues, or violations of law.

FILMING PERMIT # _____

Dated, this _____ day of _____, 20_____

Valid _____, 20_____ through _____, 20_____

Authorized Production Agent _____

Approvals:

Mary Jane Chambers, City of Yuma _____ Date _____

Bob Ingram, Yuma Visitors Bureau _____ Date _____

Permit Issued by: _____

City of Yuma Tax and License Specialist

FILMING PERMIT GENERAL CONDITIONS

1. **COMPLIANCE WITH LAW.** The permittee shall comply with all local, county, state and federal laws and regulations; and be in compliance with all required local, state, county, and federal licenses required at each phase of the activity. This includes following the guidance of City supervisory employees pertaining to the use of City property, the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after use for filming purposes.
2. **LOCATION APPROVAL.** Permittee shall confine activities to the locations and time schedules approved on permit and shall make arrangements through appropriate City entities for traffic control and street closures satisfactory to the Police Department prior to filming on City streets and in other public areas.
3. **INDEMNITY.** Permittee agrees to indemnify, save and hold harmless the City of Yuma, its officers and employees, from any and all loss, cost, damages, and expenses of any kind, including attorney's fees, resulting from personal injury or property damage arising out of any activity of Permittee on or in connection with its use of municipal property or right-of-way, or any activity, condition, or event arising out of the performance or non-performance of any provisions of this permit, or Permittee's negligent acts or omissions.
4. **LIABILITY INSURANCE.** In no way limiting the indemnity agreement above, Permittee will furnish City with a Certificate of Liability Insurance, showing combined single limit coverage for bodily injury and property damage, in the amount of not less than \$1,000,000 per occurrence. The City shall be named as an additional insured for such coverage and be given written notice of at least ten (10) days prior to cancellation or reduction in coverage. **CERTIFICATES OF INSURANCE FOR COVERAGE AS DESCRIBED ABOVE SHALL BE FILED WITH THE CITY PRIOR TO COMMENCEMENT OF ANY ACTIVITY UNDER THIS AGREEMENT.**
5. **WORKMAN'S COMPENSATION INSURANCE.** The permittee shall carry a policy with a company authorized under the laws of Arizona to protect itself against liability under the Workman's Compensation and Occupational Disease Statutes of the State of Arizona.
6. **CITY PERSONNEL/EQUIPMENT.** The City of Yuma Police and Fire Departments shall determine the number and kinds of public safety personnel necessary for the protection of the general public at permittee's locations within the City. The City may require an authorized representative to be present during filming which involves public right-of-way, City facilities, and during any permitted activities that may pose a hazard to the general public, regardless of their location. Any personnel required for public safety concerns must be City of Yuma employees. These employees shall use only City equipment.
7. **SECURITY COSTS.** Permittee shall reimburse City for costs incurred in the use of City equipment and assignment of City employees to duty in connection with filming activities. An estimate of expected costs shall be prepared by the Film Liaison upon identification of the municipal sites to be used for filming. Permittee may be required to post a cash bond as a refundable deposit against such estimated costs.
8. **RELATIONSHIP OF PARTIES.** Neither Permittee, nor its agents, employees, servants or helpers shall be deemed to be the employee, agent or servant of the City of Yuma.
9. **SPECIAL EVENTS.** No fees shall be charged for use of City property, except as provided paragraphs 7 and 10. Permittee shall not conduct any event on City property intended to attract or entertain the public or charge fees to spectators without the specific approval of the City in writing.
10. **LIMITATIONS.** Additional arrangements are required for use of revenue producing facilities and areas may be further conditioned upon provision of additional insurance coverages, written assurance of compliance with security requirements, and other requirements.
11. **OFF-DUTY CITY PERSONNEL.** When Permittee hires OFF-DUTY City employees for work under this permit it is expressly understood that all such off-duty City employees working for Permittee are, during such work periods, employees of Permittee and NOT of the City of Yuma.
12. **COMMERCIAL PREFERENCE TO CITY.** Permittee, upon request, and prior to filming, shall furnish copies of scripts and any graphic materials. Reference to the City of Yuma and/or use of the official City logo is prohibited on film unless written approval is granted by the City Public Affairs Office.
13. **APPOINTMENT OF AGENT.** Permittee shall designate a local agent to sign this Permit who shall have authority to represent Permittee in all matters relating to exercise of the privileges granted herein and who shall be responsible for compliance with these permit conditions.