

COORDINATOR AND COMPANY INFORMATION

Name:

Company Legal Name:

Address:

City:

State:

Zip:

Phone #:

Fax #:

Mobile #:

Emergency #:

Email address:

FILMING AND PRODUCTION INFORMATION

Filming Date(s): Month, Date(s), Year:

Specific Time (including setup/takedown):

Setup Time:

Filming Time:

Strike Time:

Location(s) Desired:

Detailed description of activities:

Number and type of support vehicles:

Size of cast and crew:

This project is (check one):

- | | | | |
|--|--|--|-------------------------------------|
| <input type="checkbox"/> Feature Film | <input type="checkbox"/> Music Video | <input type="checkbox"/> Television Programming | |
| <input type="checkbox"/> Corporate Video | <input type="checkbox"/> Short Film | <input type="checkbox"/> Public Service Announcement | |
| <input type="checkbox"/> Documentary | <input type="checkbox"/> Still Photography | <input type="checkbox"/> TV Movie | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Other as specified: | | | |

Please identify any equipment or props that may be present:

- | | | | | |
|--|---------------------------------------|----------------------------------|-------------------------------------|--------------------------------------|
| <input type="checkbox"/> Light | <input type="checkbox"/> Crane | <input type="checkbox"/> Track | <input type="checkbox"/> Dolly | <input type="checkbox"/> Water Truck |
| <input type="checkbox"/> Camera Car | <input type="checkbox"/> Rig (stills) | <input type="checkbox"/> Effects | <input type="checkbox"/> Large prop | <input type="checkbox"/> Set Design |
| <input type="checkbox"/> Tent(s)*, #: | (staking of tents is prohibited) | | | |
| <input type="checkbox"/> Other as specified: | | | | |

Will the public be invited to or included in the filming in such a manner to produce a large crowd?

- | | |
|-----------------------------|--|
| <input type="checkbox"/> No | <input type="checkbox"/> Yes – explain |
|-----------------------------|--|

This Agreement is entered into on _____, 20____ by and between the Rosenberg Library (“Library”), and _____ [insert company name],
_____ [insert State] [insert type of legal entity] (“Contractor”).

Contractor agrees to comply with the terms and conditions set forth below, and Library grants to Contractor, subject to Contractor’s continuing compliance with the terms of this Agreement, the non-exclusive right to film and/or photograph on the Library property identified in the attached application (the “Property”).

Costs. Contractor acknowledges it will be billed by Library for actual costs associated with any required make-ready activities and specific request(s) or needs. Contractor agrees to pay Library for such costs no later than thirty (30) days following the date on the invoice sent to Contractor at the address specified on the attached application. Contractor warrants that all information provided on the application is complete and accurate.

Damages. Contractor agrees to pay Library for all costs of repairing any and all damage to the Property, including but not limited to any structures or plant life, caused by Contractor’s filming activities or by any act of Contractor, or Contractor’s employees, agents or invitees, including the patrons of the attraction or function for which Contractor plans to use the Property. It is expressly agreed that the Library Executive Director, or designee, shall determine whether any such damage has occurred, the extent and amount of damage and the cost of repairing the damages. Such determination shall be made in the sole discretion of the Library Executive Director.

Regulations and Laws. Contractor agrees to comply with, and to require its employees, agents, invitees, guests, and volunteers to comply with all federal, state and local laws and regulations, and with all applicable Library policies, rules and procedures.

Property Control. Contractor shall not bring or permit anyone to bring or keep anything on to the Property that may adversely affect the Property. Contractor agrees not to bring any items onto the Property, or place any decorations or other items on the Property that may damage any portion of the Property, including but not limited to books, furniture, or grounds, without the prior written consent of the Library Executive Director. Library reserves the right at any time to require Contractor to remove from the Property, at its sole discretion, any animals, furniture, fixtures, wiring, exhibits, or other items brought onto the Property by Contractor. Contractor agrees to immediately remove any such item upon Library’s request. Contractor acknowledges and agrees that the Property is a public library and that neither Library nor Contractor can prohibit others from using the Property during Contractor’s filming activities. Contractor will not permit persons inside the Library in excess of the established capacity. The Property will at all times be under Library’s control.

Copyright. The Library acknowledges that the Library has no copyright interest in the film, video, recordings or photographs to be created by Contractor (“Material”) on the Property under this Agreement. Contractor will own the copyright to the Material, subject to the use restrictions herein. This Agreement entitles Contractor and Assignee(s) to the rights to exhibit, broadcast,

perform, transmit, reproduce, exploit, advertise, promote and market the Material, solely in connection with the specified use in the attached application, in any and all forms of media worldwide, solely to the extent the Material is used consistent with the application.

Contractor acknowledges it is solely responsible for:

- a. obtaining any necessary approvals or permits to film or photograph individuals on the Property, or to broadcast or publish images of individuals film or photographed on the Property, and
- b. compliance with all intellectual property laws and for any claims or lawsuits that may arise from the film and or any photographs created under this Agreement.

Indemnification. THE CONTRACTOR WILL CONDUCT ITS ACTIVITIES IN AND ABOUT THE PROPERTY IN A CAREFUL AND SAFE MANNER. CONTRACTOR AGREES TO DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE LIBRARY, ITS BOARDS, OFFICERS, EMPLOYEES, AGENTS, LICENSEES, AND INVITEES (COLLECTIVELY CALLED "INDEMNITEES") AGAINST ANY AND ALL LIABILITY, DAMAGES, LOSSES, CLAIMS, DEMANDS, AND ACTIONS OF ANY NATURE, DUE TO PERSONAL INJURY (INCLUDING, WITHOUT LIMITATION, WORKERS' COMPENSATION AND DEATH CLAIMS), OR PROPERTY LOSS OR DAMAGE OF ANY KIND ("CLAIMS") WHICH ARISES OR IS CLAIMED TO ARISE OUT OF OR IS IN ANY MANNER CONNECTED WITH THE USE OF THE PROPERTY OR WITH THE PRESENCE ON THE PROPERTY BY CONTRACTOR, ITS EMPLOYEES, AGENTS, INVITEES, OR VOLUNTEERS INCLUDING CLAIMS ARISING FROM THE NEGLIGENCE OF LIBRARY BUT EXCLUDING THOSE CLAIMS THAT ARISE BECAUSE OF THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LIBRARY. CONTRACTOR WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE AND JUDGMENT COSTS WHERE THIS INDEMNIFICATION IS APPLICABLE. THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS INDEMNIFICATION PROVISION.

Insurance. Contractor, at its expense, will procure and maintain during the term of use of this agreement a policy of commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence against claims for bodily injury, death and property damage occurring in connection with Company's use of the Property. The Contractor will also secure Commercial Filming and Photography insurance against claims of medical expense and fire legal liability. The Rosenberg Library will be named as additional insured with respect to liability arising out of the activities performed by or on behalf of Contractor for the policies listed above. Depending on the use of the Property as defined in the attached application, additional insurance coverages or increased limits may be required by Library. Contractor must provide Library with a certificate evidencing this insurance coverage, any required endorsements, and any applicable licenses, no later than three (3) days prior to Company's use of the Property.

Library's Trademark Property. The Rosenberg Library names, logos and seals are trademarked property of the Library and may not be used in any film, video, photograph or other product created under this agreement without the express prior written permission of the Rosenberg Library. Contractor agrees to comply with this restriction.

No Endorsement. In agreeing to the terms of the Application, Library does not sanction or endorse any entity, product or service. Contractor will not represent or imply any Library support or endorsement of Contractor or any entity, product, or service in the use of the Material or in any public or private communication. Library grants Contractor the non-exclusive right to film and record within the Property using and/or reproducing the identifying features thereof.

Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is performable in Galveston County, Texas and any dispute arising under this Agreement must be brought in the state or federal courts sitting in Galveston, County, Texas .

The undersigned represents and warrants that he or she has all rights and authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms set forth above.

LIBRARY

CONTRACTOR (Insert Legal Name)

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Once completed, email this form to communications@rosenberg-library.org
and admin@rosenberg-library.org.