

# Permit and Location Agreement for Commercial Filming at the Golden Gate Bridge



Business Name ("COMPANY"): \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Project Type: \_\_\_\_\_  
Amount Due: \_\_\_\_\_  
Filming Date(s) ("FILMING DATES"): \_\_\_\_\_  
Location: \_\_\_\_\_  
Producer ("PRODUCER"): \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Subject to the conditions and restrictions herein and attached hereto and made a part hereof, and in conformance to all applicable laws, permission is hereby given to COMPANY to use the Golden Gate Bridge, Highway and Transportation District's ("DISTRICT") premises with access to both public and non-public areas and contents and structures thereof ("SUBJECT PREMISES") for filming on FILMING DATES for a specified set of shots and footage as described below and as agreed upon as set forth in this Permit and Location Agreement for Commercial Filming at the Golden Gate Bridge ("AGREEMENT") by DISTRICT and PRODUCER:

1. **Description of Shots and Footage ("PROJECT")**

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

2. **Additional Filming Conditions**

A. Whether actually filmed on location or created by other means, the finished product may not depict any illegal, unsafe, or objectionable activities as taking place on the SUBJECT PREMISES.

B. No filming or any related activity may occur if it causes, or could cause, a hazard to traffic, DISTRICT employees, pedestrians, bicyclists, and/or other visitors.

C. DISTRICT, in its sole discretion, reserves the right to stop any activities if it causes or could have the potential to cause any such hazard; provided, however, that DISTRICT agrees to work with COMPANY to provide a reasonable alternative to such ceased or prohibited activities.

D. At all times, COMPANY and/or PRODUCER's crew and personnel involved in the PROJECT shall follow and abide by all applicable federal, state, local, and DISTRICT laws, rules, regulations, and ordinances. All vehicles involved shall, at all times, be operated in compliance with all traffic laws and in a safe manner.

3. **Permission to Enter**

DISTRICT hereby grants to COMPANY and its respective parents, subsidiaries, affiliates, employees, agents, licensees, successors, and assigns, or any other person acting or purporting to act on COMPANY's behalf, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the SUBJECT PREMISES as agreed upon between DISTRICT and COMPANY for the purpose of capturing the PROJECT in connection with and during production thereof and on the FILMING DATES, times, and specific locations described herein ("PRODUCTION").

4. **Approval of Materials**

The filming assets will be obtained solely in connection with the PRODUCTION and any advertising, promotion, or other exploitation thereof, and not in connection with any other motion picture or unrelated media project. All physical embodiments of the filming assets obtained as outlined in Section 2 above shall hereinafter be known as the "MATERIALS."

DISTRICT shall have the right to inspect and approve the MATERIALS, including the use and portrayal of the SUBJECT PREMISES and DISTRICT employees contained within the MATERIALS, and any advertising, marketing, production, publicizing, promotion, exhibiting, and exploiting of the MATERIALS. For the purposes of this AGREEMENT, "DISTRICT employees" means any current or former DISTRICT employees, contractors, agents, relatives, heirs, decedents, affiliates, assignees, attorneys, representatives, or any other person or entity working on DISTRICT's behalf and/or working on the SUBJECT PREMISES for any other person or entity, including relatives, decedents, or heirs. DISTRICT employees shall include any person or entity to which COMPANY is referred to obtain information not known to DISTRICT. DISTRICT employees shall also include any person who helped build the SUBJECT PREMISES, and their employers, agents, relatives, heirs, decedents, affiliates, assigns, attorneys, representatives, or any other person acting on their behalf.

5. **Ownership**

Subject to approval of MATERIALS by DISTRICT, DISTRICT hereby grants to COMPANY all rights of every kind and nature whatsoever in and to the MATERIALS, including the right to exploit the MATERIALS in perpetuity, throughout the world, an unlimited number of times, solely in connection with the PRODUCTION, without restriction of any kind whatsoever, in any and all media formats and/or manner now known or hereafter devised, and in, and in connection with, advertising, marketing, production, publicizing, promotion, exhibiting and exploiting the PRODUCTION, subject to the following limitations: (1) DISTRICT employees do not waive any rights to use his/her name, voice, likeness, and any biographical materials concerning him/her, in any manner without the express written approval of the MATERIAL by DISTRICT and DISTRICT employees; and (2) these rights to the MATERIALS only apply to the PROJECT as described in this AGREEMENT, and not any other

PROJECT or manipulation of the form of the PROJECT for other purposes. Alteration to the MATERIAL for future use not contemplated by this AGREEMENT requires DISTRICT approval. All rights, including without limitation copyright, in the PRODUCTION (including without limitation in the MATERIALS) shall be and remain irrevocably vested in COMPANY.

Rights in and to the MATERIALS are specifically not granted for any other use other than in connection with the PRODUCTION as set forth in the preceding paragraph, including all forms of stock footage, or the re-packaging, re-use, re-creation, or duplication of the MATERIALS for any other motion picture other than the PRODUCTION. If additional rights for any other motion picture other than the PRODUCTION are requested, DISTRICT's express written permission is required.

COMPANY acknowledges that COMPANY is recording such scenes in express reliance upon the foregoing. COMPANY and DISTRICT each represent and warrant that the undersigned has all rights and authority to enter into this AGREEMENT and to grant the rights granted hereunder. COMPANY is not obligated to actually use the SUBJECT PREMISES or produce the PRODUCTION or include the MATERIALS in the PRODUCTION for which it was shot or otherwise. COMPANY may at any time elect not to use the SUBJECT PREMISES by giving DISTRICT notice of such election, in which case, neither party shall have any obligation hereunder.

## **6. Indemnification**

COMPANY hereby agrees to assume all liability and obligation to, release, defend, indemnify, and keep and hold harmless DISTRICT, its officers, directors, employees, agents, representatives, volunteers, or any other person engaged in work connected with the SUBJECT PREMISES from and against, any and all claims, demands, liability, actions, causes of action, damages, costs and expenses asserted by any person (whether or not a participant in COMPANY's event or activity), firm or entity of any kind, directly or indirectly, relating to or arising out of or in connection with the use, maintenance, operation or condition of the SUBJECT PREMISES, by COMPANY, its agents, employees, representatives, independent contractors and invitees. Notwithstanding anything to the contrary in the foregoing, COMPANY will not indemnify DISTRICT for any claim or liability which is caused by the gross negligence or willful misconduct of DISTRICT.

COMPANY agrees to defend and indemnify DISTRICT, which includes, but is not limited to, any and all claims, demands, liability, actions, damages, costs, and expenses:

A. For personal injuries, mental or emotional distress, wrongful death, loss of consortium, loss of income, loss of earning power or capacity, any other pecuniary, economic, monetary, or financial damage of any kind, claimed by any person or entity whatsoever, except to the extent caused by the gross negligence or willful misconduct of DISTRICT (hereinafter collectively "Injuries and Damages").

B. For such Injuries and Damages suffered by any person or entity by reason of the relocation or redirection of activities, and movements of persons from one portion of the SUBJECT PREMISES to another in order to accommodate COMPANY's event or activity, including, by way of example, but not limited to, an injury suffered by a pedestrian on a sidewalk of the Golden Gate

Bridge in an accident with a bicyclist who was redirected to that sidewalk in order to accommodate PRODUCER'S event/activity on the other sidewalk of the Golden Gate Bridge.

C. Whether or not there is negligence or other fault, including fault based on strict liability or the dangerous condition of property, of any person, firm or entity (including, without limitation, DISTRICT, its contractors, subcontractors, permittees and licensees, members of the public, and any other person, firm or entity, and the employees, agents and representatives of any of the foregoing or of DISTRICT, whether or not connected with or participating in the event for which this permit is issued), and whether or not the fault or negligence of any such person, firm or entity is or is claimed or alleged to be the sole negligence of such person, firm or entity, or concurrent negligence or fault. Notwithstanding anything to the contrary in the foregoing, COMPANY will not indemnify DISTRICT for any claim or liability which is caused by the gross negligence or willful misconduct of DISTRICT.

COMPANY's duty to defend DISTRICT shall include the duty to provide legal representation of DISTRICT's choosing, at COMPANY's sole expense, in any and all actions, suits, and other legal proceedings, and to pay any and all costs or expenses associated therewith.

## 7. Insurance

COMPANY agrees that it has and will maintain insurance coverage as set forth below. Such insurance shall contain an endorsement including DISTRICT, its officers, directors, employees, agents, and representatives as additional insureds.

A. Personal Injury, Bodily Injury, and Property Damage Liability Insurance, including automobile and aircraft when applicable, covering all operations and activities with single limits of at least \$5 million per occurrence, and \$5 million in the aggregate, which insurance shall cover the obligations undertaken by COMPANY under section 4, above. The Insurer(s) shall agree that its policy(ies) is Primary Insurance and that it shall be liable for the full amount of any loss up to and including the total limit without right of contribution from any other insurance covering DISTRICT.

- a. Inclusion of DISTRICT as an additional insured shall not in any way affect its rights as respects to any claim, demand, suit or judgment made, brought or recovered against COMPANY. Said policy shall protect COMPANY and DISTRICT in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest had been named as the insured. The policy must allow either the named insured and/or DISTRICT, as an additional insured, to pay any applicable Self Insured Retention or deductibles.

B. Workers' Compensation Insurance and Employers' Liability Insurance in conformance with the laws of the State of California. Employers' Liability Insurance shall have coverage for a minimum of Two Million Dollars (\$2,000,000) per accident covering COMPANY's employees engaged in work. COMPANY shall insure the procurement and maintenance of such

insurance by all contractors or subcontractors engaged by PRODUCER in work allowed under this AGREEMENT.

C. Insurance Certificates. Five (5) days prior to the FILMING DATES as set forth in this AGREEMENT and prior to COMPANY entering onto the SUBJECT PREMISES, COMPANY shall deliver to DISTRICT a Certificate of Insurance evidencing the required coverage and endorsement(s), and upon request, a certified duplicate original of any of these policies. Said endorsements and Certificate(s) of Insurance shall stipulate:

- a. The insurance company(s) issuing such policy(ies) shall give written notice to DISTRICT of any material alteration, cancellation, non-renewal, or reduction in aggregate limits, if such limits apply, and provide at least thirty (30) days' notice of cancellation.
- b. That the policy(ies) is Primary Insurance and the insurance company(ies) providing such policies shall be liable thereunder for the full amount of any loss or claim which COMPANY is liable under Section 6 above, up to and including the total amount of liability, without the right of contribution from any other insurance effected or which may be effected by the Insured's.
- c. The insurance policy(ies) shall be written by an insurance company or companies acceptable to DISTRICT. Such insurance shall be authorized to transact business in the state of California.
- d. COMPANY's contractors and subcontractors must meet the insurance requirements set forth in this Agreement.

## 8. **Condition of Location**

At COMPANY's sole cost and expense, COMPANY shall maintain the SUBJECT PREMISES in a neat, clean, and orderly condition at all times and at the termination (or earlier revocation) of this AGREEMENT, clean up and return the SUBJECT PREMISES neat, clean, and orderly condition equal to that as existed at the commencement of this AGREEMENT, reasonable wear and tear excepted.

## 9. **Miscellaneous**

A. COMPANY declares that it is an independent contractor, and that nothing in this AGREEMENT shall be constructed to make it an agent of or a joint venturer with DISTRICT.

B. This AGREEMENT shall not be assignable by COMPANY without DISTRICT's prior written consent. Notwithstanding the foregoing, immediately following the FILMING DATES contemplated by this AGREEMENT, COMPANY may, without the prior consent of DISTRICT, freely assign in whole or in part this AGREEMENT and/or the rights hereunder, including without limitation to the MATERIALS obtained on the SUBJECT PREMISES by COMPANY for the PRODUCTION and the rights to the MATERIALS.

C. COMPANY's failure to comply with the terms and conditions of this AGREEMENT shall entitle DISTRICT, without waiver of any other remedies it may have in law or equity, to terminate this AGREEMENT without notice; provided, however that (1) COMPANY shall forever own all rights to the MATERIALS pursuant to Section 5 of this AGREEMENT made prior to such termination; and (2) immediately after the FILMING DATES is completed, it is expressly understood and agreed that DISTRICT's rights and remedies against COMPANY are and shall be irrevocably limited to the right, if any, to recover actual money damages in an action at law, and DISTRICT shall not be entitled to terminate or rescind this AGREEMENT or any of the rights granted hereunder to COMPANY, or to enjoin or restrain the development, production, distribution, advertising, or other exploitation of the PRODUCTION, the MATERIALS and/or any rights therein and/or to seek same.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT by their duly authorized officers as of the last date written below.

COMPANY: \_\_\_\_\_

GOLDEN GATE BRIDGE, HIGHWAY  
AND TRANSPORTATION DISTRICT

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

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

By: \_\_\_\_\_  
Authorized Agent for COMPANY

By: \_\_\_\_\_  
**PAOLO COSULICH-SCHWARTZ**  
*Director of Public Affairs*  
Golden Gate Bridge, Highway  
and Transportation District