



## **CITY OF NEWBURYPORT** **LOCATION AGREEMENT**

This Location Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2014 by and between the City of Newburyport (the "City") and \_\_\_\_\_ ("Producer").

1. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby grants to Producer a license to enter onto and use the property owned, leased, controlled, or possessed by City at the following address indicated above (the "Property") commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_ (subject to change on account of weather conditions or changes in production schedule as approved by the City), for the purpose of photographing, filming, taping, interviewing, and/or sound recording the Property, its contents, and persons located thereon (collectively, the "Footage").

Property Address: \_\_\_\_\_

Property shall include, without limitation unless otherwise agreed by the parties, all interior and exterior areas, buildings and other structures on the Property, real and personal property, displays, and signs located in, or about the Property and other identifying features thereof; provided, however, that the use of the City's name, and, as applicable, logo(s), trademark(s), service mark(s) and/or slogan(s), or other likeness shall not in any manner disparage the City or its community or be defamatory or censurable in nature. The City acknowledges that Producer is under no obligation to actually use the Footage.

2. Producer may place all necessary facilities and equipment on the Property and agrees to remove same after completion of work. Producer shall return the Property as used, disturbed, or damaged by Producer in relation to this Agreement to the same condition as before Producer's work, reasonable wear and tear from uses permitted in this Agreement excepted. Producer will use reasonable care to prevent damage to said Property.

3. Producer shall comply with any specific requirements and/or restrictions imposed by the City as to the use of the Property as allowed under Section 1 herein, such specific requirements and/or restrictions to be incorporated into an addendum to this Agreement. To the extent that any activity permitted under this Agreement shall take place on City sidewalks and/or streets,

Producer shall be responsible for submitting plans for approval to the City Council via the City Clerk's office two weeks prior to any such activity and such activity shall be subject to approval of the City Council.

4. Producer shall include a credit to City in the final version of the Footage to read substantially as follows: "Filmed on location in the City of Newburyport, Massachusetts," provided that format, placement and size shall be at the Producer's sole reasonable discretion.

5. Producer shall be responsible for obtaining, at its sole cost, all necessary state and local permits, including but not limited to conservation commission, building, electrical, plumbing, and gas permits, as well as obtaining all necessary inspections. Producer shall be responsible for all reasonable crowd and vehicular traffic management and all costs related to the Company's use and occupation of the Property.

6. This Agreement is terminable at any time by the City or Producer following notice at least fifteen (15) days in advance of the date of termination by certified U.S. Mail, return receipt requested, to the other party. This Agreement shall expire on the date specified in such notice.

7. Producer agrees that it shall use and occupy the Property at its own risk, and the City shall not be liable to Producer for any injury or death to persons entering the Property pursuant to this Agreement, or loss or damage to vehicles, equipment, structures or other personal property of any nature whatsoever of Producer, or of anyone claiming by or through any of them, that are brought upon the Property pursuant to this Agreement.

8. The City agrees that Producer and its parent, subsidiaries, and affiliated companies and their licensees, successors, and assigns, shall have the exclusive, perpetual, worldwide right to edit, telecast, cablecast, rerun, record, publish, reproduce, use, syndicate, license, print, distribute and otherwise exploit the Footage, or any portion thereof, in any manner and in any medium or forum, whether now known or hereafter devised. Producer and/or its licensees, designees and assigns shall be the sole owner of all right, title and interest in and to the Footage.

9. Producer agrees to indemnify, defend and hold harmless the City against any and all claims, demands, liabilities, actions, causes of actions, costs and expenses, including attorney's fees, for any injury or death to persons or loss or damage to or diminution in value of any property occurring upon the Property or relating in any way to Producer's exercise of its rights under this Agreement, Producer's breach of this Agreement or the negligence or misconduct of Producer, or its agents or employees.

10. Producer shall keep in force, at its sole cost and expense, during the full term of this Agreement, comprehensive public liability insurance, in the amount of two million dollars (\$2,000,000), insuring the City and Producer against all claims and demands for personal injury or damage to or diminution in value of any property which may be claimed to have occurred upon the Property or as a result of the exercise by Producer of the rights granted by this Agreement and naming the City as an additional named insured. Failure to obtain and keep in force said insurance, and failure to provide the City with proof of same, shall automatically terminate this Agreement and any rights granted herein.

11. MISCELLANEOUS.

This Agreement may not be modified except in writing, duly executed by both parties.

This Agreement contains the entire agreement of the parties and there are no other agreements or understandings between the parties regarding the subject matter of the Agreement.

Producer is not authorized to bind or involve the City in any contract or to incur any liability for or on the part of the City; likewise, the City, its employees, agents, contractors or invitees, is not authorized to bind or involve Producer in any contract or to incur any liability for or on the part of Producer.

If any portion of this Agreement is declared to be illegal, unenforceable or void, then all parties to this Agreement shall be relieved of all obligations under that portion; provided, however, that the remainder of this Agreement shall be enforced to the fullest extent permitted by law.

The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions thereof.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, and any and all legal actions brought in connection with this Agreement shall be brought in courts within the Commonwealth of Massachusetts.

This Agreement is to take effect as a sealed instrument.

CITY OF NEWBURYPORT

PRODUCER:

\_\_\_\_\_  
Mayor, City of Newburyport

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

Its\_\_\_\_\_