



CITY OF NOME

FILM/VIDEO/PHOTOGRAPHY PRODUCTION LICENSE APPLICATION

This Production License Application is required of all commercial entities wishing to obtain a Production License to conduct film/video/photography production activities on City of Nome property, including, but not limited to, all City-owned facilities, Anvil City Square, East End Park, Middle Beach, Port Industrial Pad, and all marine facilities (causeway, barge ramp, inner harbor, floating docks and Belmont beach).

Application Date: _____

Approval Date: _____

**Non-refundable application fee: \$347.79 (flat fee)*

This section to be completed by entity requesting Film Production License:

Company Name: _____

Contact Person: _____

Local Address: _____

Local Telephone: _____

Fax Number: _____

Corporate Address: _____

E-Mail Address: _____

APPLICATION REQUIREMENTS

1. PROOF OF INSURANCE

Applications must be accompanied by proof of adequate insurance. The City of Nome must be named as an additional insured in order for the License to be approved. Permittees may be required to provide cash bonds in order to ensure repair of Port property.

2. APPLICATION FEE

A non-refundable license application fee of \$347.79 must accompany this application. Application and submission of fee does not guarantee that a license will be granted.

3. PRODUCTION INFORMATION

All applications must include the following information:

- A statement describing the nature of the production and the relationship of City of Nome facilities to your production.
- A script or storyboard of all portions of the production that are anticipated to occur at City facilities or locations.
- The specific dates and times when shooting will occur (this can alternately be provided, in advance, on a weekly basis).
- The number of crew and type of equipment to be used at City locations.
- Proposed specific filming location on City property.
- Whether you anticipate any physical damage to City property, security problems or labor disputes where crowd control may be an issue.
- A list of previous film production experience.

LICENSES WILL BE GRANTED TO ELIGIBLE APPLICANTS ONLY AFTER THE CITY DETERMINES, IN ITS SOLE DISCRETION, THAT THE PROPOSED ACTIVITY IS IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND WITH CITY RULES AND REGULATIONS AND WILL NOT INTERFERE WITH CITY OPERATIONS AND/OR CITIZEN USES.

**CITY OF NOME
FILM PRODUCTION LICENSE**

1. This LICENSE, dated ___ day of _____, 20___ is granted by the CITY OF NOME (the "City"), a municipal corporation of the State of Alaska, to ("Licensee"). Licensee desires to photograph, film, video tape or otherwise record certain parts of the City facilities for the following project: _____.

2. Duration. This License shall commence on and may remain in effect until _____, unless otherwise revoked by the City.

3. Consideration. In consideration for Licensee's application fee payment of three hundred thirty five dollars and forty eight cents (\$347.79), the City grants Licensee a License for the uses permitted herein.

4. Grant of License, Use of Premises, Times and Locations. The City grants Licensee a limited, non-exclusive License to conduct the following filming activities on designated City property during the following times and locations: _____.

Licensee's only use of the Premises shall be for the purposes set forth in this License. Licensee must obtain prior written approval of the City before conducting any activity other than the use contemplated by this License.

5. City Name. Licensee shall not use the name, logo, and/or insignia of the City of Nome without the express written consent of the City Manager or his designee. Licensee shall obtain prior consent from any and all City Staff prior to filming such individuals.

6. Hold Harmless and Indemnification.

A. Licensee shall defend, indemnify, and hold the City harmless from all liability, claims, damages, losses, and expenses (including, but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration) caused, or alleged to have been caused, as a result of or in connection with any of Licensee's activities undertaken pursuant to this License.

B. In any and all claims against the City by any employee of the Licensee, the indemnification provision of Subparagraph A of this paragraph shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for Licensee under applicable worker's compensation, benefit, or disability laws (including, but not limited to, the Insurance laws, Title 21 of the Alaska Statutes). Licensee expressly waives any such immunity Licensee might have under such laws, and, by agreeing to enter into this License, acknowledges that the foregoing waiver has been mutually negotiated by the parties.

C. For purposes of this paragraph, the term "City" shall mean and include the City and its Manager, other officers, employees, and agents, and the term "Licensee" shall mean and include Licensee, its employees, contractors, subcontractors, suppliers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any other of them may be liable.

7. Insurance. Licensee shall maintain liability insurance of a type and in an amount of \$1,000,000.00 for coverage of any damages or injuries incurred or alleged to occur with respect to this License. The City will be named as an additional insured, and this policy will be primary over any other valid collectible insurance. The City shall be furnished with appropriate evidence to establish (1) that Licensee's insurance obligations and herein provided have been met, and (2) that the insurance policies as herein required are not subject to cancellation without at least forty-five (45) days advanced written notice to the City.

8. Non-Interference with City Activities. Licensee's activities under this License shall not interfere with or disrupt any activities of the City, its lessees, customers, vessel traffic or other users

of City facilities. Licensee shall immediately suspend all activities on City property if requested to do so by any member of City Staff. Authorization for all airborne activities (including, but not limited to, fixed wing aircraft and helicopters) must be reconfirmed immediately prior to activity to verify no conflicts have arisen and ensure safety of all users.

9. Temporary Modification of Facilities or Grounds. Licensee may request permission to temporarily rearrange facilities or grounds in order to perform the activities authorized under this License. The City will consider and review such a request only after receiving from Licensee no later than ten (10) days before the effective date of this License, a detailed list and description of the proposed temporary changes. The City shall have sole discretion in determining whether to grant a request under this paragraph. The City's final determination shall be in writing. If temporary changes are authorized by the City under this paragraph, Licensee shall restore the facilities and grounds to the City's satisfaction, to the condition existing prior to Licensee's activities. Licensee shall bear all costs of restoring the facilities and grounds to their prior condition. The City reserves the right to conduct any restoration, and bill Licensee for all such costs.

10. Other Obligations of Licensee.

- Licensee shall, at its sole expense, repair or replace at the City's option, any and all personal or real property of the City that is damaged by Licensee's activities. Determinations on damage will be made by the City Manager or his designee. In the event the City incurs any costs as a result of Licensee's failure to comply with the provisions of this License, the City will invoice Licensee for such costs. Licensee shall repay the City's costs within thirty (30) days of receiving the invoice.

- Licensee shall advise City staff of any and all anticipated impacts that Licensee's activities may have on other City users, vessels, or property. Any such impacts shall be reported to the City at the time Licensee applies for the License. Licensee's submittals shall include a statement of how it intends to coordinate with the affected tenant and a written authorization by the affected tenant. If impacts arise during production, Licensee shall immediately notify City staff.

- Licensee shall be solely responsible for obtaining all permits necessary to conduct the activities authorized under this License.

- In the event Licensee's activities require agreements with labor organizations, Licensee shall be responsible for obtaining such agreements prior to commencing its activities under this License. Licensee shall make all reasonable efforts to avoid disruptions of any Port operations as a result of Licensee's dispute with labor organizations.

11. Security. Licensee shall be required to maintain and pay for as many City security agents as the City deems necessary at the scene of any activities authorized under this License.

12. Compliance with Laws. Licensee shall comply with all applicable federal, state, and local laws and regulations when conducting its activities under this License.

13. Revocation. In the event Licensee fails to comply with any of the provisions required herein, the City may revoke this License without advance notice to Licensee.

14. Notices. All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

To City:
City of Nome
PO Box 281
Nome, AK 99762

To Licensee:

Or to such other respective addresses as either party hereto may hereafter designate in writing.

15. Captions. The captions in the License are for convenience only and do not in any way limit or amplify the provisions of this License.

16. Invalidity of Particular Provisions. If any term or provision of this License or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this License or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.

17. Nondiscrimination. Licensee agrees that it will not discriminate against any person or persons because of race, sex, age, creed, color or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby. Licensee covenants and agrees that in all matters pertaining to this License, the Licensee shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed or national origin and, in particular, it is agreed that Licensee's non-compliance with the provisions of this clause shall constitute a material breach of this License. In the event of such noncompliance, the City may, but is not required to, take appropriate action to enforce compliance, may terminate this License, or may pursue such other remedies as may be provided by law.

18. Assignment. This License is not assignable or transferable. Any such transfer shall void the License.

19. Entire Agreement. This License constitutes the entire agreement between the parties.

There are no other written or verbal agreements between the parties relevant to the subject matter of this License.

Dated this _____ day of _____, 20____.

Licensee

By: _____

Title: _____

City of Nome

By: _____

Title: _____