



**PORT 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 Port of Nome property, including, but not limited to, East and West Beaches, Industrial Pad and all Marine facilities (Causeway, barge ramp, inner harbor, floating docks and Belmont beach).

Application Date: _____ Approval Date: _____

Non-refundable application fee: \$369.28

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 Port 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 \$369.28 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 Port of Nome facilities to your production.
- A script or storyboard of all portions of the production that are anticipated to occur at Port 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 Port locations.
- Proposed specific filming location on Port property.
- Whether you anticipate any physical damage to Port property, security problems or labor disputes where crowd control may be an issue.
- A list of previous film production experience at the Port and at other ports.

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

**PORT OF NOME
FILM PRODUCTION LICENSE**

1. This LICENSE, dated _____ day of _____, 20__ is granted by the PORT OF NOME (the "Port"), a city department of the City of Nome, to _____ ("Licensee"). The Port is the operator of Belmont Beach, East and West Beach, Barge Ramp, Inner Harbor, Floating docks, Causeway, and other Port owned facilities. Licensee desires to photograph, film, video tape or otherwise record certain parts of the Port facilities for the following project: _____

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

3. Consideration. In consideration for Licensee's application fee payment of Three Hundred Forty-Seven Dollars and Seventy-Nine Cents (\$347.79), the Port grants Licensee a License for the uses permitted herein.

4. Grant of License, Use of Premises, Times and Locations. The Port grants Licensee a limited, non-exclusive License to conduct the following filming activities on designated Port 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 Port before conducting any activity other than the use contemplated by this License.

5. Port Name. Licensee shall not use the name, logo, and/or insignia of the Port and/or the City of Nome without the express written consent of the Port Director, Harbormaster or other authorized Port employee. Licensee shall obtain prior consent from any and all Port Staff prior to filming such individuals.

6. Hold Harmless and Indemnification.
 - A. Licensee shall defend, indemnify, and hold the Port 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 Port 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 "Port" shall mean and include the Port and its Director, 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 Port will be named as an additional insured, and this policy will be primary over any other valid collectible insurance. The Port 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 Port.
 8. Non-Interference with Port Activities. Licensee's activities under this License shall not interfere with or disrupt any activities of the Port, its lessees, customers, vessel traffic or other users of Port facilities. Licensee shall immediately suspend all activities on Port property if requested to do so by any member of Port or City staff. Authorization for all in-water and airborne activities (including, but not limited to, submerged divers, 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 Port 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 Port shall have sole discretion in determining whether to grant a request under this paragraph. The Port's final determination shall be in writing. If temporary changes are authorized by the Port under this paragraph, Licensee shall restore the facilities and grounds to the Port'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 Port 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 Port's option, any and all personal or real property of the Port that is damaged by Licensee's activities. Determinations on damage will be made by the Port Director or his designee. In the event the Port incurs any costs as a result of Licensee's failure to comply with

the provisions of this License, the Port will invoice Licensee for such costs. Licensee shall repay the Port's costs within thirty (30) days of receiving the Port's invoice.

- Licensee shall advise Port staff of any and all anticipated impacts that Licensee's activities may have on other Port users, vessels, or property. Any such impacts shall be reported to the Port 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 Port 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 Port security agents as the Port 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 Port 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 Port:
Harbormaster/Port Director
Port 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 Port 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

Port of Nome

By: _____

By: _____

Title: _____

Title: _____