Film Permit#: Project Name:



439 West Utah Ave 801. 465.5209 amandab@payson.org

Indemnification and Hold Harmless Agreement

The undersigned hereby certifies that he/she has reviewed and agrees to abide by the general terms and conditions of film production as set forth in the Film Production Permit Guidelines attached hereto. The undersigned, in consideration of the City granting permission to film and conduct filming activities on, around and from City property, further agrees to indemnify the City of Payson, its agents, officers, elected officials, employees, or volunteers from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including reasonable attorneys' fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the film production activities of the Applicant or any agent of the Applicant authorized by this film production permit, or from any negligent or intentional acts, errors or omissions by the Applicant or any agent of the Applicant, or from any breach of the Applicant's obligations or any material default by the Applicant under the conditions of the film production permit.

The undersigned further certifies that any indemnity shall not be limited by any insurance policy or the enumeration of insurance coverage or other applicable law. The undersigned agrees that nothing herein contained shall be construed as prohibiting the City, its officers, elected officials, employees, volunteers or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them and the City's participation in its defense shall not remove the Applicant's duty to indemnify, defend and hold the City harmless. The undersigned further agrees that the indemnification of the City shall survive the termination or expiration of this agreement or any film production permit issued.

Company Name:	Location Manager:
Signature:	Date:

The above signed hereby personally covenants, guarantees and warrants that he/she has the power to obligate the filming company to the terms and conditions of this permit.