

ATTACHMENT "C"
Application for Utah County Event Permit
Media Production Events

Provide the following information. Attach additional pages as needed. Be brief, but be complete. If any of the items are not applicable to your particular event, state why.

PROJECT TITLE: _____

LOCATION MANAGER: _____

CELL PHONE #: _____

UNIT PRODUCTION MANAGER: _____

CELL PHONE #: _____

QUANTITIES OF VEHICLES TO BE AT THIS LOCATION:

<u>Production Cars</u>	<u>Tow Cars</u>
<u>Crew Cars</u>	<u>Trucks</u>
<u>Extras' Cars</u>	<u>Dressing Rooms</u>
<u>Vans</u>	<u>Restroom Trailers</u>
<u>Buses</u>	<u>Generators</u>
<u>Shuttle Vans</u>	<u>Other</u>

NUMBER OF PERSONNEL TO BE AT THIS LOCATION:

<u>Crew Personnel</u>	<u>Extras</u>
<u>Cast Personnel</u>	<u>Trade/Craft/Other</u>

INDICATE ✓ THE FOLLOWING TO BE USED AT THIS LOCATION & WHERE:

<u>Interior Lighting</u>	<u>Exterior Lighting</u>
<u>Running Shots</u>	<u>Tow Shots</u>
<u>Lane Closure</u>	<u>Street Closure</u>
<u>Drive w/Flow of Traffic</u>	<u>Drive Shots - Other</u>
<u>Camera on Boom/Dolly</u>	<u>Wet Down</u>

SPECIAL EFFECT OR STUNTS (describe):

Fire / Smoke / Pyro

Explosives

Falling / Jumping from Height

Vehicles

Animals

Simulated Weapons

Other

SET CONSTRUCTION OR OTHER SITE MODIFICATION (describe):

SECURITY:

Private Security Hired Through:

Contact Person and Phone Number:

Police Officers Hired Through:

Contact Person and Phone Number:

ATTACHMENT “C” continued
EVENT PERMIT REQUIREMENTS - MEDIA PRODUCTION EVENTS

(This page must be signed and submitted as part of the Application)

The following requirements shall apply to any Event Permit issued pursuant to this Application.

1. Upon issuance of an Event Permit, Utah County, hereinafter referred to as COUNTY, hereby grants to Applicant, hereinafter referred to as COMPANY, its employees, agents, licensees, successors, assigns, related entities and other persons connected with the Event, hereinafter referred to as PROGRAM, the following rights with respect to the COUNTY property identified in the Application, hereinafter referred to as the PREMISES:
 - a. The right to enter and remain upon the PREMISES with personnel and equipment for the purpose of photographing scenes for the PROGRAM and parking vehicles and equipment associated with production of the PROGRAM during the periods set forth in the Application.
 - b. In the event the production schedule of the PROGRAM is changed due to weather or other conditions beyond the control of COMPANY, if COMPANY so elects, COMPANY may, for a period of time equal to the delay caused by the weather or other conditions beyond the control of COMPANY, utilize the PREMISES on another date or dates to be determined by agreement between the parties without further charge.
 - c. The right to make recordings of the PREMISES on film or tape, hereinafter referred to as the RECORDINGS. COMPANY will not photograph or use any name connected with the PREMISES or UTAH COUNTY and will not use any such name or names in or in connection with the RECORDINGS.
 - d. The irrevocable right to use the RECORDINGS in perpetuity in any manner and media as COMPANY may elect.
2. Nothing contained herein shall be construed to obligate COMPANY to use, broadcast, or distribute any RECORDINGS containing the scenes which have been filmed or taped on the PREMISES or to use any name connected with the PREMISES in connection with any program.
3. COMPANY may, at any time, elect to not use the PREMISES by giving COUNTY written notice of such election, in which case neither party shall have any obligation hereunder unless otherwise specified herein.
4. The COMPANY shall indemnify, save and hold harmless COUNTY, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, damages, and liabilities to persons or property (including all costs and attorney’s fees incurred in defending any claim, demand, or cause of action) occasioned by, growing out of, or arising or resulting from (a) COMPANY’S, its agents, employees, licensees, successors, assigns, related entities or other persons connected with the PROGRAM, breach of or performance of this Event Permit, or (b) any negligence, act or omission of COMPANY, its agents, employees, licensees, successors, assigns, related entities or other persons connected with the PROGRAM, except to the extent that such are caused by any negligence, act or omission of COUNTY, its officers, employees or agents. The COMPANY shall assume sole liability for any injuries or damages caused to a third party as a result of COMPANY’S, its agents, employees, licensees, successors, assigns, related entities or other persons connected with the PROGRAM, actions under this Event Permit or their negligence, acts or omissions except to the extent that such are caused by any negligence, act or omission of COUNTY, its officers, employees or agents.
5. In the event that it becomes necessary for COUNTY to utilize the PREMISES, as a result of an emergency occurring after the execution of, or during the term of this Event Permit, in a manner which would interfere with the activities of COMPANY, this Event Permit shall be immediately suspended during such emergency. COMPANY shall bear any and all of its costs or damages incurred as a result of the suspension of this Event Permit due to any such emergency. COMPANY shall not restrict access to the PREMISES by emergency service vehicles and other public and utility vehicles or personnel.
6. COMPANY shall not make any modifications, material or cosmetic to the PREMISES without the prior written approval of the COUNTY. COMPANY shall leave the PREMISES in as good order and condition as when received by COMPANY, force majeure herein permitted excepted. COMPANY shall reimburse COUNTY for any unresolved cleanup, damages, repairs, or restorations necessary to return the PREMISES to the condition they were in when received by COMPANY insofar as such resulted from the actions of the COMPANY its agents, employees, licensees, successors, assigns, related entities or other persons connected with the PROGRAM. All costs associated with cleanup, modifications, damages, repairs, or restorations to the PREMISES necessitated by COMPANY shall be the sole responsibility of COMPANY and shall not be billable or assignable to COUNTY in any manner.

7. COMPANY shall provide all necessary security for the PREMISES during the term COMPANY'S use of the PREMISES.
8. Upon request of COMPANY, COUNTY will provide COMPANY, at COMPANY'S expense, access to COUNTY personnel, available via cell phone, as may be necessary for the entry and operation of the PREMISES. COMPANY shall pay COUNTY, upon billing, on a per-hour basis for each hour of personnel time required to perform this service as set forth in the "Utah County Government Current Fee Schedule and Ordinance".
9. All property owners and residents located in the area of the proposed filming activities whose access to property and/or residences will be affected by any closure of roads shall be contacted **by COMPANY** no later than 24 hours prior to any road closure and advised of the planned activities. Accommodation must be made by the Applicant to ensure that property owners and residents have unrestricted access to their properties and/or residences.
10. All traffic control flagmen and road closure signage used on the PREMISES by the COMPANY in connection with the PRODUCTION shall conform to the applicable standards set forth in the current edition of the Manual on Uniform Traffic Control Devices. COMPANY shall coordinate all traffic control with the Utah County Sheriff and shall hire local law enforcement and/or a sign and traffic control contractor to provide these services as needed. If any signing or flagging operations are not conducted in accordance with these standards, COUNTY may, at any time, require COMPANY to cease operations and re-open any closed roadway.
11. In addition to other notification and coordination which COMPANY may be required to undertake with any local law enforcement agencies, COMPANY shall inform these agencies of all gunfire and stunt work to be performed, and shall be subject to any restriction required by these or other agencies having jurisdiction concerning such matters.
12. This Event Permit shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Event Permit shall not be binding upon either party except to the extent incorporated in this Event Permit.
13. No oral modifications or amendments to this Event Permit shall be effective, but this Event Permit may be modified or amended by a written agreement signed by the parties.
14. The parties to this Event Permit shall not assign this Event Permit, or any part hereof, without the prior written consent of the other party to this Event Permit. No assignment shall relieve the Applicant from any liability hereunder.
15. This Event Permit shall be binding upon the heirs, successors, administrators, and assigns of each of the parties hereto.
16. Should any provision of this Event Permit require judicial interpretation, the Court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against a party, by reason of the rule of construction that a document is to be construed more strictly against the person who himself or through his agents prepared the same, it being acknowledged that all parties have participated in the preparation of this Event Permit.
17. This Event Permit shall be interpreted pursuant to the laws of the State of Utah.
18. The invalidity of any portion of this Event Permit shall not prevent the remainder from being carried into effect. Whenever the context of any provision shall require it, the singular number shall be held to include the plural number, and vice versa, and the use of any gender shall include any other and all genders. The paragraph and section headings in this Event Permit are for convenience only and do not constitute a part of the provisions hereof.

I hereby certify that I have read, understand, and agree to the above requirements. I further certify that I have the power and authority to obligate the filming company to the terms, conditions, and requirements of this Event Permit.

Applicant Signature

Date

Applicant's Title