

## 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: _					
I OCATION MANA	GFR·				
CELL DHON	GER:				
CELL PHOI	NE #:				
UNIT PRODUCTIO	N MANAGER:				
CELL PHON	NE #:				
•	EHICLES TO BE AT T				
	Production Cars				
Crew Cars		Trucks			
Extras' Cars		Dressing Rooms			
Vans		Restroom Trailers			
Buses					
Shuttle Vans		Other			
NUMBER OF PERS	ONNEL TO BE AT TH	IS LOCATION:			
	Crew Personnel				
Cast Personnel		Trade/Craft/Other			
INDICATE ✓ THE I	FOLLOWING TO BE U	SED AT THIS LOCA	ATION & WHERE:		
		Г			
	Interior Lighting		Exterior Lighting		
	Running Shots		Tow Shots		
	Lane Closure		Street Closure		
	Drive w/Flow of Traffic		Drive Shots - Other		
Camera o	n Boom/Dolly		Wet Down		
	OD GET 13 YES (1 11				
	OR STUNTS (describe):				
Fire / Smoke / 1	Pyro				
	Explosives				
	ng from Height				
Vehicles					
Animals					
Simulated Wea	pons				
Other					
CET CONCEDITOR	ION OD OTHER CITE	MODIFICATION (1	"		
SEI CONSTRUCT	ION OR OTHER SITE	MODIFICATION (des	scribe):		
			_		
SECURITY:					
	y Hired Through:				
	and Phone Number:				
	Hired Through:				
	and Phone Number:				
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## 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.
- To the fullest extent permitted by law, COMPANY shall indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, causes of action, orders, decrees, judgements, losses, risks of loss, damages, expenses, and liabilities arising out of or related to, directly or indirectly, the PROGRAM or this Event Permit. Contractor shall also pay any litigation expenses that the County incurs, including attorney's fees, arising out of or related to the PROGRAM or this Event Permit. Without limiting the foregoing obligation to indemnify and hold harmless, COMPANY assumes sole liability for any injuries or damages caused to third parties arising out of or related to, directly or indirectly, the PROGRAM or this Event Permit. The County reserves the right, at COMPANY'S expense, to conduct, control, and direct its own defense for any claims, demands, causes of action, orders, decrees, judgements, losses, damages, expenses, and liabilities arising out of or related to the PROGRAM or this Event Permit.
- 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.
- 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	-
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