

## **INDEMNIFICATION AGREEMENT**

This Indemnification and Hold Harmless Agreement ("Agreement") is entered into by \_\_\_\_\_, a \_\_\_\_\_, ("Film Production Company") with a principal address of \_\_\_\_\_ and the Town of Davidson, a North Carolina municipal corporation, ("Town"), on this \_\_\_\_ day of \_\_\_\_\_, 2013.

### **RECITALS**

Film Production Co. desires to film on public sidewalk or street owned, maintained or regulated by the Town.

Article VII, Section 18 -295, of the Town of Davidson Municipal Code requires any film production company desiring to film on sidewalks, streets and pedestrian ways in the Town to obtain a film permit and to provide certain information in its permit application including an indemnification agreement and evidence of adequate insurance to hold the Town harmless from claims arising out of the filming activities.

The intent of this Agreement is to indemnify the Town from any liability arising from the filming activities on the public streets or sidewalks.

### **AGREEMENT**

For valuable consideration, the receipt of which is hereby acknowledged, the Film Production Co. and the Town agree as follows:

1. Film Production Co. shall indemnify, defend and hold harmless the Town, its agents, officers and employees from and against any and all liability, expense, including defense costs and legal fees, and claims for damages including, but not limited to bodily injury, death, personal injury, or property damage arising from or connected with the filming activities by Film Production Co. on the public streets or sidewalks.
2. Film Production Co. shall provide and maintain at Film Production Co.'s expense at all times that Film Production Co. is engaged in filming activities on the public streets and sidewalks Comprehensive General Liability insurance with maximum limits of liability in the amount of (1) One Million Dollars (\$1,000,000), (2) Automotive Liability in the amount of One Million Dollars (\$1,000,000) and Workers Comp and Employer's Liability in the amount of One Million Dollars (\$1,000,000). Film Production Co. shall deliver to the Town a copy of the certificate showing that (a) the required minimum amount of insurance coverage is in effect and (b) the Town is a named insured.
3. This Agreement shall be interpreted under the laws of the State of North Carolina.

4. This Agreement shall be binding on Film Production Co., its successors and assigns, and shall inure to the benefit of the Town, its successors and assigns.

[Film Production Co]

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Name:

Title:

Town of Davidson

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Town Manager