

TOWN OF SMITHTOWN STILL PHOTOGRAPHY/FILM APPLICATION & AGREEMENT

No person(s), organization(s), corporation(s), group(s) or other entities of any kind shall photograph, film or televise upon or otherwise utilize in connection with such activities the streets, sidewalks, beaches or any other property owned by the Town of Smithtown or otherwise subject to the jurisdiction of the Town of Smithtown without first obtaining permission for such activity or use. Any permit/approval issued must be in the possession of the Applicant at all times while on location. Any permission for use of Town of Smithtown property shall not be valid unless approved by an appropriate Town of Smithtown representative.

1. Name of Production Company/Individual ("Applicant") _____

2. Address _____ Tel.No./Fax No. _____

3. Contact Person _____ Contact Tel.No/Fax No. _____

4. Locations _____

5. Dates of Filming _____ Approx. Times _____

6. Scene to be filmed must be described accurately _____

7. List any use of animals, firearms, special effects or any other unusual scenes: _____

8. List production equipment _____ No. in cast and crew _____

No. of Vehicles and Vehicle Plate Numbers _____

9. _____ Feature Film _____ TV Movie _____ TV Series/Special _____ Commercial _____ Industrial _____ Other _____

(Give title, producer, director and identify celebrities) _____

Publicist & Phone _____ Location Mgr. _____ Prod. Mgr. _____

10. If TV commercial name product _____

11. Insurance Requirements: If the application for use of Town of Smithtown property is approved, the Applicant shall be required to furnish proof of Comprehensive General Liability Insurance coverage, subject to the approval of the Town Attorney. Such insurance policy shall name the Town of Smithtown as an ADDITIONAL INSURED in the minimum amount of one million dollars (\$1,000,000.) per occurrence and two million dollars (\$2,000,000.) in the aggregate for bodily injury and property damage. The use of Town of Smithtown property shall not be permitted to commence unless and until these insurance requirements are fulfilled.

12. Indemnification: Applicant agrees to protect, defend, pay, indemnify and hold harmless the Town of Smithtown, its officials, officers, employees, legal counsel, agents, and/or their successors or assigns from and against any and all actions, claims, suits, proceedings, demands, judgments, decrees, awards, damages (actual, consequential, special and indirect damages included), executions, penalties, fines, liens, costs and expenses (including, but not limited to, reasonable attorneys' fees, expert fees and other litigation costs and expenses) of every name and description arising out of, alleged on account of, or in any manner predicated upon, in whole or in part, the act(s), negligence, recklessness and/or omission(s) of Applicant and/or any officers, directors, partners, employees, servants, contractors, agents, guests, and/or invitees thereof, including, but not limited to, liability for any loss, damage, injury, death and/or violations of federal, state or local laws, rules or regulations and/or which may arise or is alleged to have arisen from the operation and execution of this Application/Agreement or the use of Town of Smithtown property or waterways. By signing below it is understood that the Applicant assumes all liability and risk of injury and/or loss that may result from the use of any Town of Smithtown facility, property or waterways regardless of fault.

13. Applicant agrees that his/her/its use of Town of Smithtown property shall be nonexclusive and may be terminated at any time, in the Town of Smithtown's sole discretion, for any reason without liability and further acknowledges and agrees that the activities for which Town of

Smithtown property will be used shall be conducted in accordance with any applicable federal, state, county and local laws, regulations, rules and ordinances that are now or may in the future become applicable. Applicant understands and agrees the Town of Smithtown is only making available the premises described herein and will not supply any equipment or services.

- 14. Applicant further agrees that it shall be responsible, at its sole cost and expense, for the repair or replacement of any property affected, stolen, defaced, damaged or destroyed as a result of its activities or use described herein, subject to the prior approval of the Town of Smithtown, and Applicant shall be solely responsible, at its sole cost and expense, for the clean up and removal of all solid waste, garbage, rubbish, litter and/or debris from the site. The Town of Smithtown, in its sole and absolute discretion, shall have the right to complete the foregoing repair/replacement work and/or clean up and removal work as it deems necessary and shall be reimbursed by the Applicant for any and all costs and expenses incurred for any work performed and/or services rendered.
- 15. If this application is approved, the Applicant shall not assign, transfer, convey, sublet, delegate or otherwise dispose of any right or interest granted thereby to any person, entity, or corporation, without the prior written consent of the Town.
- 16. Each and every provision of law and clause required by law to be inserted herein shall be deemed to have been inserted.
- 17. Applicant agrees the use of Town of Smithtown property described herein shall be limited to locations and areas as may be designated by the Town of Smithtown and shall be subject to any other conditions or requirements mandated by the Town. Applicant understands and agrees that the Town of Smithtown makes no representations as to the condition of any property, the suitability of said property for Applicant's activities or use thereof and/or the advisability of Applicant's intended use of the property.

By signing below the party represents and warrants that he/she is authorized to submit this Application and agrees to be bound by the foregoing terms and conditions and further acknowledges that he/she has read, fully understands the terms and conditions herein and voluntarily executes the same. A photocopy, facsimile, electronic, or other copy of the party's signature below shall have the same force and effect for all purposes as an ink-signed original.

Print Name _____ Signature _____

Title of Representative _____ Date _____

Sworn to before me this
day of _____, 201____

Notary Public, State of New York