**COUNTY OF ULSTER**

**LOCATION USE AGREEMENT**

**Producer’s Name:**

**Film Company’s Name:**

**Film Company’s Address: Phone #: Email Address:**

**Film Name:**

**County Property:**

**Street Address:**

**Production Office Use Dates:**

**Shoot Date(s):**

1. IDENTITY OF FILMING LOCATION: The County of Ulster (the “County”) hereby grants to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("Producer") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, permission to enter upon and use real and personal property located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Property”) for the purpose [FILL IN ACTIVITY TO BE PERFORMED] in connection with a program/film tentatively titled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the "Program") a description of which is contained in Schedule A, which is attached hereto and is hereby made a part of this Location Use Agreement (the “Agreement”).
2. TIME OF ACCESS:
3. Access to the Property is granted for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Term”) at times mutually agreeable to the Producer and the County.
4. If following the expiration of the Term, Producer requires additional use of the Property in connection with the Program, the County may permit Producer to re-enter and use the Property on additional dates subject to the County’s approval. The fee for Producer’s use of the Property for such additional period shall be negotiated by the parties in good faith at the time of such use.
5. Producer is not obligated to actually use the Property or produce the Program or include recordings or photographs of the Property in the Program for which it was shot or otherwise. Producer may at any time elect not to use the Property by giving the County forty-eight (48) hours written notice of such election, in which case, neither party shall have any obligation hereunder. In the event of any such termination by Producer, the County shall refund any security (or other) deposit made by Producer, if applicable, minus any reasonable costs incurred preparing the Property for Producer’s use.
6. PAYMENT: Producer agrees to compensate the County for use of the Property and the cost of overtime pay to the employees of the County necessary to grant entry to the Property, monitor the activities during the time frame required, and secure the Property after the activities are completed, in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ($XXX.00) DOLLARS, which amount must be submitted along with this signed Agreement, prior to the start date and time.
7. RIGHTS TO THE PROPERTY: For good and valuable consideration in the amount set forth above, the sufficiency of which is hereby acknowledged, the County hereby grants to Producer a temporary license:

(a) to use the Property during the Term of the Agreement, together with access to and from said Property for personnel and equipment, for use in connection with the filming and/or recording of scenes in connection with the Program;

(b) to erect and maintain temporary sets, props, signs, and structures on the Property during the Term of the Agreement;

(c) to photograph said Property, sets, props, signs, and structures during the Term of the Agreement; and

(d) to recreate and photograph the Property, sets, props, signs, and structures at another location, within Producer’s sole discretion. Producer shall have the right to photograph, record, and depict the Property, accurately or otherwise, as Producer may choose, using the actual or fictional name and/or trademark and identifying features thereof.

1. MODIFICATIONS TO PROPERTY:
2. Producer is granted the right to place all necessary facilities and equipment on the Property and agrees to remove the same after completion of work and leave the Property in as good of condition as when received, with the exception of normal wear and tear. The County shall have no responsibility or liability for any facilities or equipment brought onto the Property under this Agreement.
3. Producer shall use reasonable care to prevent damage to the Property. Producer and the County agree to jointly inspect the Property prior to and following Producer’s use, noting in writing all existing damage, if any. The County agrees to submit to Producer in writing, within ten (10) days of Producer vacating the Property (and within ten (10) days of completion of any additional use by Producer of the Property, if at all), a detailed list of all claimed property damage for which Producer is responsible. The County will permit Producer’s representatives to inspect such damage. In the event that any damage to the Property is caused by Producer’s use of the Property, Producer shall pay for all necessary repairs.
4. RIGHTS TO MATERIALS: All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".
5. The County grants to Producer all rights of every kind in and to the Materials including, without limitation, the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, in and in connection with the Program and any production based thereon including advertising and promotional purposes in connection therewith.
6. All rights, including copyright, in the Materials shall be and remain vested in Producer and neither the County, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against Producer or any other party arising out of any use of the Materials, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature, with the exception of pornographic, sexually explicit and/or obscene materials, for which use of the Property is strictly prohibited.
7. In no event shall the Producer display or otherwise, in any manner, associate the Property with content related to (1) tobacco, (2) the illegal sale, use, or possession of drugs and/or alcohol, or (3) pornographic, sexually explicit and/or obscene materials.
8. LICENSES AND PERMITS: Producer shall be solely responsible for obtaining all permits, licenses, and other necessary permissions for Producer’s activities, and shall hold the County harmless for any fines or penalties which may be levied as a consequence of Producer’s non-compliance with laws or regulations. The County shall have no liability if Producer’s activities are prevented or curtailed by governmental authorities, or by force majeure.
9. LIABILITY AND INDEMNIFICATION: Producer agrees to defend, indemnify, and hold harmless the County, including its officials, officers, employees, and agents, against all claims, losses, damages, liabilities, costs, or expenses (including without limitation, reasonable attorney fees and costs of litigation and/or settlement), whether incurred as a result of a claim by a third party or any other person or entity, arising out of the Producer’s, its employees’, representatives’, subcontractors’, assignees’, or agents’ activities pursuant to this Agreement, which the County, or its officials, officers, employees, or agents may suffer by reason of any negligence, fault, act, or omission of the Producer, its employees, representatives, subcontractors, assignees, or agents.
10. INSURANCE: The Producer shall provide the County with certificates of insurance as described in Schedule B, which is attached hereto and is hereby made a part of this Agreement.
11. AUTHORITY: The County warrants that it has the full right to enter into this Agreement and that the consent of no other party is necessary to grant all the permissions granted. Without limiting the generality of the foregoing, in the event the County shall sell, lease or otherwise grant a property interest to a third party during Producer’s use of the Property or thereafter, such third party’s interests shall be subject to, and the County shall require such third party to comply with, the terms hereof, such being of the essence of this Agreement.
12. GOVERNING LAWS: This Agreement shall be governed by and construed in accordance with the internal law of the State of New York applicable to agreements made and wholly performed therein, without giving effect to New York’s principles of conflicts of law. Any dispute hereunder shall be heard only in the courts of the county of Ulster, New York (state or federal) and the parties hereto hereby consent to personal and subject matter jurisdiction in any such court.
13. ENTIRE AGREEMENT: This is the entire Agreement. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated. This Agreement may only be altered by both parties signing an additional agreement amending its terms.
14. The persons signing this Agreement by doing so represent respectively that they are fully authorized to sign this Agreement on behalf of the County and Producer, as set forth below.

In Witness Whereof, the parties hereto have signed this Agreement as of the date first set forth above.

**AGREED AND ACCEPTED:**

**COUNTY OF ULSTER [PRODUCER’S NAME]**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE A**

**SCHEDULE B**

**COUNTY OF ULSTER INSURANCE REQUIREMENTS**

**I. CONDITIONS OF INSURANCE**

Unless otherwise authorized by the Ulster County Insurance Officer, strict adherence to this schedule is required. Any deviation without prior authorization from the County’s Insurance Department will result in a delay in the finalization of this Agreement.

The Producer shall submit copies of any or all required insurance documents as and when requested by the County. Upon policy renewal, the Producer shall submit updated insurance policy information.

**II. CERTIFICATES OF INSURANCE**

The Producer shall file with the County’s Insurance Department, prior to commencing work under this Agreement, all proper Certificates of Insurance.

The Certificates of Insurance shall include:

1. Name and address of Insured
2. Issue date of certificate
3. Insurance company name
4. Type of coverage in effect
5. Policy number
6. Inception and expiration dates of policies included on the certificate
7. Limits of liability for all policies included on the certificate
8. **“Certificate Holder” for all certificates shall be the County of Ulster, P.O. Box 1800, Kingston, New York 12402-1800.**

If the Producer’s insurance policies should be non-renewed or canceled, or should expire during the life of this Agreement, the County shall be provided with a new certificate indicating the replacement policy information as requested above. The County requires thirty (30) days prior written notice of cancellation [ten (10) days for non-payment of premium] from the Insurer, its agents or representatives.

**The Producer agrees to indemnify the County of Ulster for any applicable deductibles and self-insured retentions.**

**III. WORKERS’ COMPENSATION AND DISABILITY INSURANCE**

The Producer shall take out and maintain during the life of this Agreement, Workers’ Compensation (WC) Insurance and Disability Benefits (DB) Insurance, for all of its employees employed at the site of the project, and shall provide Certificates of Insurance evidencing this coverage to the County’s Insurance Department.

If the Producer is not required to carry such insurance, the Producer must submit form CE-200 attesting to the fact that it is exempt from providing WC and/or DB Insurance coverage for all of its employees.

The manner of proof related to WC and DB Insurance is controlled by New York State Laws, Rules and Regulations. “ACORD” forms are not acceptable proof of WC and/or DB Insurance.

**IV. WORKERS’ COMPENSATION REQUIREMENTS**

To assist the State of New York and municipal entities in enforcing WCL Section 57, a business entity (the Producer) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. The Producer should contact their insurance agent to obtain acceptable proof of WC coverage:

* Form C-105.2 – “Certificate of NYS Workers’ Compensation Insurance” **or**
* Form U-26.3 – “Certificate of Workers’ Compensation Insurance” issued by the New York State Insurance Fund **or**
* Form SI-12 – “Affidavit Certifying that Compensation has Been Secured” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Producer is self-insured **or**
* Form GSI-105.2 – “Certificate of Participation in Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance administrator of the group **or**
* Form GSI-12 – “Certificate of Group Workers’ Compensation Group Self-Insurance” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Producer is self-insured.

If the Producer is not required to carry WC coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

**V. DISABILITY BENEFITS REQUIREMENTS**

To assist the State of New York and municipal entities in enforcing WCL Section 220(8), a business entity (the Producer) seeking to enter into a contract with a municipality (the County) must provide one of the following forms to the municipal entity with which it is entering into a contract. The Producer should contact their insurance agent to obtain acceptable proof of DB Insurance Coverage:

* Form DB-120.1 – “Certificate of Insurance Coverage Under the NYS Disability Benefits Law” **or**
* Form DB-155 – “Compliance with Disability Benefits Law” issued by the Self-Insurance Office of the Workers’ Compensation Board if the Producer is self-insured.

If the Producer is not required to carry DB Insurance coverage, it must submit Form CE-200, “Certificate of Attestation of Exemption” from New York State Workers’ Compensation and/or Disability Benefits Insurance Coverage. This form and the instructions for completing it are available at http://www.wcb.ny.gov

**VI. COMMERCIAL GENERAL LIABILITY INSURANCE**

The Producer shall take out and maintain during the life of this Agreement, such bodily injury liability and property damage liability insurance as shall protect it and the County from claims for damages for bodily injury including accidental death, as well as from claims for property damage that may arise from operations under this Agreement, whether such operations be by the Producer, by any subcontractor, or by anyone directly or indirectly employed by either of them.

It shall be the responsibility of the Producer to maintain such insurance in amounts sufficient to fully protect itself and the County, but in no instance shall amounts be less than the minimum acceptable levels of coverage set forth below:

* Bodily Injury Liability and Property Damage Liability Insurance in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence, and in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.

**Other Conditions of Commercial General Liability Insurance:**

1. Coverage shall be written on Commercial General Liability form.
2. Coverage shall include:
   * + 1. Contractual Liability
       2. Independent Contractors
       3. Products and Completed Operations
3. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Commercial General Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

**vii. Umbrella Liability or Excess LIABILITY INSURANCE**

Umbrella Liability or Excess Liability Insurance shall be provided by the Producer in an amount not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS**.

**NOTE: As long as all minimum underlying limits have been met, insurance limits may be a total combined limit of the Umbrella/Excess Liability limits and the underlying liability insurance limits.**

**The Umbrella/Excess Liability coverage MUST be written on a follow-form (drop down) basis to the underlying insurance coverage with no additional exclusions**.

“Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Umbrella policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

**VIII. AUTOMOBILE LIABILITY INSURANCE**

Automobile Bodily Injury Liability and Property Damage Liability Insurance shall be provided by the Producer, with a minimum Combined Single Limit (CSL) of **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS.**

Coverage shall include:

a. All owned vehicles

b. Any hired automobile

c. Any non-owned automobile

1. “Additional Insured” status shall be granted to “County of Ulster, P.O. Box 1800, Kingston, New York, 12402-1800”, shown on the Auto Liability policy, further stating that this insurance shall be primary and non-contributory with any other valid and collectable insurance.

**IX. PROFESSIONAL LIABILITY INSURANCE (e.g. MALPRACTICE, MEDIA LIABILITY, ERRORS & OMISSIONS INSURANCE)**

[ ] If this box is checked, Professional Liability Insurance shall be provided by the Producer in an amount not less than **ONE MILLION AND 00/100 ($1,000,000.00) DOLLARS** for each occurrence and in an amount of not less than **TWO MILLION AND 00/100 ($2,000,000.00) DOLLARS** general aggregate.