



Applicant: _____

Production Company Contact: _____

Filming Date/Time: _____

Filming Location(s) on Property ("Location"): _____

All hotel operations will remain open and cannot be impeded by location shoot

Grant of Rights

Pacifica Hotels hereby grants temporary permission to Applicant to enter upon (Hotel Name), located at (Hotel Address), solely for the purpose of rehearsing, photographing, filming, and recording scenes and sounds for the Production, at the Location specifically set forth above. This Agreement does not constitute or grant permission to use or occupy any other property under the operation or management of Operator. The rights granted to Applicant in this Agreement are contingent and do not become effective until after Applicant has met all advance requirements, including delivery of proof of insurance satisfactory to Operator and pre-payment of all fees mentioned in this Agreement.

The photographs and recordings taken by Applicant pursuant to this Agreement may only be used in the Production specified above in all media now known or hereinafter devised throughout the world in perpetuity, including in-context advertising and promotion of the production, but may not be used in conjunction with any other production or used for stock sale or released to any other entity, except for in-context clip licensing. The Hotel has expressed its concerns that no depiction of the Hotel shall subject the Hotel, Operator, their employees, or their guests to ridicule or embarrassment or otherwise adversely affect the good will and reputation associated with the Hotel.

Release and Indemnification

In consideration of the rights granted to applicant in this agreement, applicant hereby agrees to the fullest extent permitted by law to hold the Hotel, persons, corporation(s), limited liability company(ies), general or limited partnership(s), trust(s), company(ies), organization(s) or other entity(ies), and each of their respective affiliates, which had an ownership or management interest in the Hotel, at the time you, your employees, your contractors, your volunteer(s) or your invitee(s) performed work or provided services at such property, harmless from and against, and shall indemnify and defend each of them and their respective officers, directors, agents, and employees against any loss or liability, including reasonable outside legal fees and expenses for all claims, damages or losses of any kind whatsoever (including, without limitation, actionable

invasion of privacy at law and actionable defamation at law, and any claims by any employees of the applicant or any employees of entities retained by applicant) directly or caused by any act or omission of applicant, its agents, or employees, contractors, subcontractors, or any other entities retained by applicant, during applicant's presence on the property. Applicant forever releases and discharges the Hotel, owner and operator, and their officers, directors, agents, and employees from all claims, damages or losses of any kind whatsoever that may arise on account of or relating to applicant's activities on, in or about the property, except to the extent due solely to the active negligence or willful misconduct of the Hotel.

Insurance

Without limiting Applicant's indemnification of the Hotel, persons, corporation(s), limited liability company(ies), general or limited partnership(s), trust(s), company(ies), organization(s) or other entity(ies), and each of their respective affiliates, which had an ownership or management interest in the Hotel, at the time you, your employees, your contractors, your volunteer(s) or your invitee(s) performed work or provided services at such property, may hereafter be included as set forth above, applicant shall provide and maintain at its own expense during the term of this agreement the following policy or policies of insurance covering its operations and any adjunct or pertinent operations thereto as may occur while applicant is engaged in its activities on, in or about the property. Such insurance shall be secured through a carrier satisfactory to operator's risk management consultant, prior to entry by applicant onto the property. Applicant shall deliver the Hotel a certificate of insurance before the filming date as follows:

- a. **General Liability and Automobile Liability:** Such insurance policy/certificate shall specify, that comprehensive general liability and automobile liability coverage is in effect with a limit equal to \$1,000,000.00 per occurrence, \$2,000,000 in the aggregate. Such insurance shall be primary and non contributory to any other insurance maintained by operator and shall name the Hotel, persons, corporation(s), limited liability company(ies), general or limited partnership(s), trust(s), company(ies), organization(s) or other entity(ies), and each of their respective affiliates, which had an ownership or management interest in the Hotel, at the time you, your employees, your contractors, your volunteer(s) or your invitee(s) performed work or provided services at such property, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by such work or services at or affecting such property.
- b. **Worker's Compensation:** Applicant shall cover its employees with Worker's Compensation Insurance in an amount and form meeting all requirements of the applicable labor codes which specifically cover the persons and risks involved in the activities denoted in this agreement and related activities later determined and performed.
- c. **Excess Liability/Umbrella:** Such insurance policy/certificate shall specify that Excess/Liability coverage is in effect with a limit equal to a minimum of \$2,000,000.00 per occurrence, \$5,000,000 in the aggregate. Such insurance shall be primary and non contributory to any other insurance maintained by operator and shall name the Hotel, persons, corporation(s), limited liability company(ies), general or limited partnership(s),

trust(s), company(ies), organization(s) or other entity(ies), and each of their respective affiliates, which had an ownership or management interest in the Hotel, at the time you, your employees, your contractors, your volunteer(s) or your invitee(s) performed work or provided services at such property, but only with respect to liability for “bodily injury” or “property damage” caused, in whole or in part, by such work or services at or affecting such property.

- d. All applicable coverages shall not contain any exclusions for any employees of any of the parties for which the Owner or any of its related entities may be liable for any injuries or damages as a result of the applicant or any entities retained by applicant’s work performed pursuant to this agreement.

Agency Disclaimer

The Hotel has entered into this agreement pursuant to express authority given by the Hotel, pursuant to that certain operating agreement dated above and amended from time to time. Applicant hereby agrees that all debts and liabilities hereunder shall be the debts and liabilities of owner only, and operator shall not be liable for any such obligations; it being expressly agreed that neither operator, nor any of its directors, officers, employees, affiliates or agents shall ever be personally liable for any such debts or liabilities to applicant. The Hotel acknowledges and agrees that the aforesaid agreement does not impair any of the rights granted to Applicant hereunder and such agreement shall not interfere with Applicant’s Production in any manner or cause Applicant any damages or any other costs expenses and or claims for the rights granted hereunder.

Compliance with Laws

Applicant will comply with all applicable Federal, State and local rules, regulations and ordinances and all provisions required thereby including without limitation all permits and approvals. Applicant agrees to obtain and keep in effect all permits and licenses required to conduct the activities described in this agreement and as a result of activities later determined and performed. Applicant agrees to hold Owner or any of its related entities as noted above harmless for any and all fines, violations and charges incurred as a result of any violations of the requirements of this provision which shall include any reasonable attorney fees and expenses incurred in resolving any violations of this provision.

Repair/Replacement

Prior to vacating the property, applicant will restore the Hotel back to its original condition existing prior to the activities described herein, reasonable wear and tear accepted. An inspection will be made by applicant's Location Manager and a designated liaison of the Hotel both before and after filming. Prior to departure, applicant will arrange for all repair, replacement and/or clean-up, which will be the full responsibility of applicant. Any delay in returning rentable space and public areas back to the inventory will be charged to applicant in accordance with prevailing charges of which Applicant is made aware at the time of shooting.

Authority to Stop/Cancel

In the event that an authorized representative of the Hotel or any of its related entities finds that applicant's activities unnecessarily endanger the health or safety of any person, or are causing or may cause damage to real or personal property or the operation of the hotel, or a violation of this agreement (including the standards of conduct set forth in Exhibit B), the representative may suspend or cancel this agreement at his/her sole discretion, provided that applicant shall be promptly notified of such breach and provided the reasonable opportunity to cure such breach. Neither owner, nor operator nor the Hotel, nor their respective officers, employees, agents, and affiliated companies shall incur any liability in the event that operator or the Hotel cancels or suspends this agreement at any time for reasonable cause including, but not limited to, a violation of this agreement; or a violation of a law; or any activity by applicant that endangers the safety of the hotel or the safety or health of any person. Notwithstanding the foregoing, in no event shall the Hotel, and/or Operator be entitled to enjoin or restrain the production, distribution, advertising or exploitation of the Picture, or any parts or elements thereof. The ability of the Hotel or any of its related entities to exercise its options under this provision shall in no way affect the ability of the Hotel or any of its related entities to enforce the other provisions of this agreement including but not limited to the indemnification and insurance provisions of this agreement.

Applicant's Conduct

Applicant (including applicant's personnel) will comply with all applicable hotel standards and rules promulgated by operator and practiced by the Hotel, including but not limited to those attached hereto as Exhibit A.

Safety Measures

All electrical wires or cables are to have layout board under them at all times and be covered with rubber mats and or cross over's in all public areas. Fire and handicap areas shall remain free for access and be unobstructed by any vehicle, person(s) or equipment, within the hotel and grounds.

Additional Use

If Applicant wishes to re-enter the Property for filming during a reasonable period after the original filming date(s), the dates for such additional use shall be subject to the approval of the Hotel, which approval shall not be unreasonably withheld, providing that applicant complied with all terms of this agreement on the original filming date(s), and there are no outstanding fees or known disputed claims relative to the original filming. In addition, applicant shall submit valid certificates of insurance naming operator, owner and the Hotel as additional insured's under the same terms as the original certificates of insurance approved by operator, covering the additional time period. All provisions of this agreement shall remain in full force and affect for any additional time periods reflected under this provision.

Limitation on Damages

Although each party to this agreement may obtain, in the event of a breach by the other party, compensation for losses actually suffered by such party as a result of the breach, such party cannot claim compensation for other types of losses, for example, losses which indirectly result from the breach or sums which are designed solely to punish the breaching party (as opposed to compensating the innocent party for its losses).

Charges:

Location Fee:
Power Charges:
Hotel Engineer:
Hotel Security:
Hotel Liaison:
Miscellaneous Charges:

TOTAL:

Before applicant enters the property for the purposes of set-up or filming, applicant's Location Manager must provide the hotel with a detailed shooting schedule.

ACCEPTED AND AGREED TO
ON BEHALF OF APPLICANT:

ACCEPTED AND AGREED TO
ON BEHALF OF OPERATOR:

By:

By:

Print:

Print:

Title:

Title:

Attachments:

Exhibit "A" -Filming Guidelines and Standards of Conduct for Photography at the Hotel.
Approved Certificates of Insurance.

Exhibit A

GUIDELINES AND STANDARDS OF CONDUCT FOR PHOTOGRAPHY AND FILMING AT THE HOTEL:

1. No member of the cast or crew shall lounge, sleep or loiter in the operating areas of the Hotel, i.e., lobby, restaurants, pool, courtyard, guest room floors or other public space.
2. At all times, the production company shall take appropriate steps to minimize inconvenience to Hotel staff and guests, and to the operation of the Hotel, generally.
3. The production company is responsible for all personal property. Neither Owner, Operator, nor the Hotel, shall be held responsible for damage to or theft of personal property.
4. The production company must use the service elevators and service corridors when moving equipment within the Hotel.
5. All electrical wires or cables are to have layout board under them at all times and be covered with rubber mats or crossovers in all public areas.
6. Fire and Handicap areas shall remain free for access and be unobstructed by any vehicle, person(s) or equipment, within the Hotel and grounds.
7. All members of the cast and crew must adhere to the Standards of Conduct of the Hotel while on the premises of the Hotel. The Standards of Conduct include, but are not limited to:
 - Fighting with or attempting to cause bodily injury to another
 - Threatening, intimidating, coercing or interfering with anyone related to the Hotel or its business
 - Possession of a concealed or dangerous weapon
 - Theft or destruction of Hotel, guest, employee or vendor property
 - Unethical, immoral or indecent behavior or behavior that embarrasses the Hotel
 - Soliciting persons for immoral or illegal purposes
 - Possession, sale, distribution or use of drugs or other controlled substances
 - Failure to observe established fire and safety practices or civil defense rules
 - Neglect, carelessness or mischief that results in loss of, damage to, breakage or destruction of Hotel property
 - Lounging, sleeping or loitering in the operating areas of the Hotel, i.e., lobby, restaurants, pool, courtyard, guest room floors or other public space
 - Aiding and abetting any of the above