

# City of Troy Parks and Recreation – Filming Agreement

**PARITES:** The parties to this Agreement are THE CITY OF TROY, a Michigan municipal corporation, 500 West Big Beaver Road, Troy, MI. 48084 and \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (name of company) \_\_\_\_\_ (address) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_; Phone number is \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip).

**TERM:** The term of this Agreement shall be one day, being \_\_\_\_\_, from 8:00 am to 5:00 pm. Alternatively, in the event of rain, the term of this Agreement shall be one day, being \_\_\_\_\_, from 8:00 am to 5:00 pm. Site requested is \_\_\_\_\_ Park. Exact location (area of park) to be used for the filming is \_\_\_\_\_.

**COST:** Cost for a one day filming agreement is \$100 per day if received more than 48 hours in advance of date requested. Cost is \$250 if received less than 48 hours prior to date requested. Payment is due at time of application and is non-refundable.

**EQUIPMENT:** Please list the type of equipment to be used for the photo shoot and purpose:  
 Number of trucks: \_\_\_\_\_ Number of people present: \_\_\_\_\_  
 Exact purpose of photo shoot: \_\_\_\_\_

**No trucks are permitted on any athletic field unless prior approval by the City of Troy.**

**SPECIAL REQUESTS:** Listed below are any special requests by applicant regarding the photo/filming production:  
 \_\_\_\_\_  
 \_\_\_\_\_

**INSURANCE: An insurance certificate naming the City of Troy as an additional named insured is required with this application. A policy of no less than \$1 million is required. Please see attachment.**

### RELEASE OF LIABILITY:

\_\_\_\_\_ hereby agrees to release the City of Troy from any and all liability, suits, claims, and demands of whatsoever nature that may arise out of or in connection with the photographing and/or filming and/or subsequent use, distribution, reproduction, publication, and/or assignment of the photographs and/or films pursuant to this Agreement. Furthermore, \_\_\_\_\_ hereby agrees to conform to and abide by all applicable laws, statues and ordinances of the City of Troy, State of Michigan and accepts full responsibility for any damage to park property caused as a result of this use, throughout the term of this Agreement.

Upon approval of the Filming Agreement by the City of Troy, the company, representative, agents, contractors and independent contractors of the applicant, are bound by the terms and conditions stated in the Agreement. If the company, representative, agent, contractor or independent contractor fails to comply with the terms and conditions of the Agreement or misrepresents the purpose of the photo shoot, the number of people or type of equipment to be utilized, at the discretion of the City, the Agreement shall be null and void and the filming shoot shall discontinue. Further, as liquidated damages, the filming costs shall not be returned.

Name of Company \_\_\_\_\_ Representative \_\_\_\_\_

Signature of Representative \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Fax number \_\_\_\_\_ Email Address \_\_\_\_\_

### For City of Troy use only:

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: \_\_\_\_\_