

TERMS AND CONDITION OF LOCATION PERMIT

If a permit is issued, _____ (the "Applicant ") understands and agrees that in consideration of the permission given by the issuance of the permit, Applicant promises, covenants and agrees with the Town of Fairfield:

- 1.) That Applicant and it employees and agents conducting activities under the permit shall comply with the ordinances, rules and regulations of the Town and particularly those relating to parks, beaches, recreational facilities and other Town owned and operated properties, and with any and all conditions or restrictions specified below.
- 2.) Applicant shall be present during all activities carried out under the permit and is completely responsible for all damages to Town property caused by or arising out of the activities of Applicant except to the extent such damages, liabilities, claims, demands, suits or actions are caused by or arise out of the sole negligence or intentional misconduct of Town, its officers, agents or employees.. By accepting the permit, Applicant specifically agrees with the Town that it is liable to the Town and shall indemnify the Town against the expense of repairs of any and al damage to the park, beach, recreational place or facility under the permit, including but not limited to damage to lawns, plants, trees, paths, roads, bridges, waters, buildings, equipment or other property or facility of every sort, clean up of litter and trash expense of extra Town personnel; or expense or damage cause by breach of Town ordinances, rules or regulations pertaining to Applicant's use of the park, beach, recreational place or facility or breach of conditions or restrictions specified below.
- 3.) By accepting the permit Applicant agrees with the Town that it shall indemnify, protect and hold harmless the Town, its officers, agents and employees from and against any and all liabilities, claims, demands, suits or actions including all costs and expenses of defense and otherwise, and including all attorneys' fees on account of bodily injury, sickness, disease or death sustained by any person, persons or injury or damage to or destruction of any property directly or indirectly arising out of activities by Applicant except to the extent such damages, liabilities, claims, demands, suits or actions are caused by or arise out to the sole negligence or intentional misconduct of Town, its offices, agents or employees.
- 4.) Before a permit will be issued and until final completion of all activities under a permit, Applicant shall procure and maintain insurance satisfactory to the Commissioner coinsuring the Town of Fairfield.

5.) The required fees must be paid before a permit will be issued. All permit fees are at the discretion of the First Selectman and are due and payable to the Office of The First Selectman.

All fees are as follows but may be modified at First Selectman's discretion:

Fee Schedule

For Profit/Big Budget Film and TV:

\$500/hour, plus Police department fees
(Fees may be charged for any town equipment used during filming)

Student film/non-profit organization:

\$75 for one day, without effecting residents
Beyond one day, fees to be determined

Independent/ Individual film productions:

Minimum fee required at level set for non-profits.
Additional fees to be determined based on scope of film activity
and size of operation.

- 6.) The permit covers use of the specified area only and does not include permission to use other town areas.
- 7.) Arrangements for traffic and any desired or required security or protection shall be made with Town respective Departments.
- 8.) Permit must be in the possession of the Producer, kept on site at all times and must be available to inspection upon request by Permittor officials or the Public. Permit may not be assigned, transferred, altered or the terms varied without written consent of the Permittor.
- 9.) It is understood and agreed that the permit is a grant of permission to use only and that Applicant and all persons conducting activities under a permit are and remain independent contractors.
- 10.) The town may immediately revoke any permit upon discovery of false or misleading statements in the application or for violation of any material terms of this application or permit.
- 11.) The Town reserves the right to require Town employees to be present for supervision.

We have carefully read the terms, conditions and agreements above and, if a permit is issued, in consideration of the issuance of said permit, agree to be fully bound by said terms, conditions and agreements.

Applicant Signature and Title

Date

Conditions and/or Restrictions: