

Santa Catalina Island Company Drone Application

LOCATION PERMIT CATALINA ISLAND COMPANY

This Location Permit ("Permit") is made and entered into as of the _____ day of _____ 20____, in duplicate, between CATALINA ISLAND COMPANY, a California corporation ("ICO"), and _____ ("Permittee").

RECITALS:

A. ICO is willing to allow Permittee to use certain property on Santa Catalina Island designated below ("Property") for a location in connection with still or action photographs, video production, commercial advertising, television production or motion picture production, titled or described as follows: _____ ("the Production"). The Property is described as: _____

B. Permittee desires to use the Property for the purpose of the Production.

AGREEMENT

In consideration of the recitals and of the performance of the covenants, conditions and terms of this Permit hereinafter set forth, ICO and Permittee hereby agree as follows:

1. **Term:** The term of this Permit shall begin at _____ .m. on _____ and expire at _____ .m. on _____.

LOCATION FEE: Permittee hereby agrees to pay to ICO a location fee in the sum of \$_____ for each day or part thereof in the term of the Permit. The location fee covers all personnel, work crews, actors, and outside catering personnel, if any, employed by and/or contracted for the Production. The location fee shall be paid by Permittee at the time of execution of this Permit. If this Permit is extended by written agreement of ICO, the additional location fee shall be due at the time the extension is granted

2. **USE OF PREMISES:** ICO hereby grants to Permittee the non-exclusive right to use the Property for the Production during the term of this Permit, provided that ICO shall not grant the right or authorize or permit anyone else to use the Property for any other production during the term hereof. All use shall be in accordance with applicable laws, ordinances and governmental regulations. No permanent alterations shall be made to the Property or any improvements, landscaping or natural vegetation.
3. **SURRENDER OF PROPERTY:** Permittee agrees to vacate the Property as soon as reasonably possible after the completion of all scenes which it desires to photograph thereon and in all events by the expiration date and time of the Permit, and to leave the Property in the condition required by this paragraph. Permittee shall remove all sets, equipment and other personal property, remove all of its trash and debris, and restore the Property to the condition it was in at the time the term of this Permit commenced. Time is of the essence of the preceding provisions of this paragraph. Any equipment or other personal property remaining on the Property after the expiration or earlier termination of this Permit shall be conclusively deemed to have been abandoned and may be retained or disposed of by ICO without payment or liability to Permittee. Permittee shall be liable for any damage to the Property, including without limitation the improvements thereon, landscaping and natural vegetation, caused by use under this Permit which is not repaired and restored in a manner satisfactory to ICO.
4. **PHOTOGRAPHIC RIGHTS:** ICO agrees that Permittee shall have the right to photograph the Property and to photograph any scenes on the Property which it may desire, it being agreed that the Permittee shall own all rights of every kind and character in and to any photographs and recordings which may be made by the Permittee in or about the Property, free of any restrictions or limitations of any kind, subject to paragraph 9 below.
5. **INDEMNIFICATION AND INSURANCE:** As a material part of the consideration to ICO under this Permit, Permittee agrees to and hereby does waive all claims against ICO, its subsidiary companies of any tier, and their respective directors, officers, employees and agents (collectively "Santa Catalina Island Company Parties") for loss of or damage to goods, wares, merchandise and other property of all kinds, and for injury to or death of any person from any cause, related to the use of the Property by Permittee except to the extent the same be occasioned by the active negligence or willful misconduct of the Santa Catalina Island Company Parties. Permittee further agrees to, and hereby does, indemnify and agree to defend through counsel reasonably satisfactory to ICO and hold the Santa Catalina Island Company Parties free and harmless from any claim or legal action or proceeding made or brought by a third party arising out of, resulting from, or occasioned by the use of the Property by Permittee and from all resulting judgments, liabilities, losses, costs and expenses, except to the extent attributable to the active negligence or willful misconduct of the Santa Catalina Island Company Parties.

Permittee shall at its cost and expense, at all times during the term of this Permit, procure and maintain the insurance and endorsements as specified on the "Insurance Requirements" attachment hereto.

Permittee hereby waives all subrogation rights of its property insurers against the Santa Catalina Island Company Parties. If Permittee cannot waive such subrogation rights, Permittee shall obtain an express subrogation waiver from its property insurers in favor of the Santa Catalina Island Company Parties.

Permittee shall furnish to ICO prior to the use of the Property, certificate(s) of insurance and endorsements evidencing that all policies and coverages required by this Permit, are in force. Certificate(s) of insurance should show as additional insured and certificate holder: "Santa Catalina Island Company and Its Subsidiaries of any Tier."

- 6. **FIRE PREVENTION AND PREMISES SUPERVISION:** Permittee agrees to take all reasonable and necessary precautions to prevent fire on the Property. If required by ICO, Permittee agrees to hire and pay a Los Angeles County Fire Warden who will be stationed on the Property during the working hours of the shoot.
- 7. **USE OF PRIVATE ROADS:** ICO grants to Permittee a license to use private roads owned by ICO if necessary for Permittee's ingress to and egress from the Property in connection with the shoot. Such use shall be subject to all ICO road regulations, including payment of any established road permit fee. The use of such roads by Permittee shall be subject to the waiver, indemnity and insurance requirements of paragraph 5 above.
- 8. **DEFAULTS:** Permittee shall be in default if it shall fail to perform or observe any obligation or requirement of this Permit and Permittee fails to cure such failure, if curable, with all reasonable promptness (not to exceed 24 hours in any event), after receipt of oral or written notice from ICO. If Permittee is in default, ICO may terminate this Permit immediately on oral or written notice.
- 9. **CERTAIN INTELLECTUAL PROPERTY RIGHTS:** The Production shall not contain any photograph or other representation of any ICO trademark or service mark without ICO's written consent. The Production shall not contain any reference to ICO, the City of Avalon, or Santa Catalina Island without ICO's written approval. At ICO's request prior to or during the term of the Permit, Permittee shall deliver to ICO a true and complete copy of the Production shooting script to enable ICO to verify Permittee's compliance with this paragraph.
- 10. **GOVERNING LAW:** This permit shall be governed by California law.
- 11. **AUTHORITY:** The individuals signing this Permit on behalf of a party represent and warrant that they are fully empowered to so act on behalf of said party.
- 12. **ATTORNEY'S FEES:** If any action is brought to construe or enforce this Permit, or because of an alleged breach hereof, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees.
- 13. **ENTIRE AGREEMENT:** This Permit constitutes the entire agreement of the parties on the subjects addressed herein.
- 14. **OTHER PROVISIONS:** _____

- 15. **SIGNATURES:** This Permit can be signed in counterparts. Delivery by facsimile or electronic mail shall be deemed delivery of an original.
- 16. **SURVIVAL.** All provisions of this Permit which must survive the expiration or earlier termination of this Permit in order to give them their intended effect shall so survive.

DATED: _____, 20____

CATALINA ISLAND COMPANY

By: _____
Its: _____

150 Metropole Avenue
PO Box 737
Avalon, CA 90704

Telephone: 310-510-2000
Facsimile: 310-510-2300

DATED: _____, 20____

By: _____
Its: _____
Address: _____
Telephone: _____
Facsimile: _____

FILMING INSURANCE REQUIREMENTS

If Drones are used:

Commercial Drone Insurance
\$1,000,000 Each Occurrence

OR Endorsement on the General Liability
extending coverage to drones

Additional Insured Endorsement in favor of Santa Catalina Island Company and Its Subsidiaries

Insurance coverage to be primary and noncontributory with policies of Santa Catalina Island Company and Its Subsidiaries

Commercial General Liability

Minimum Limits:

\$2,000,000 General Aggregate

\$2,000,000 Products & Completed Operations Aggregate

\$1,000,000 Personal & Advertising Injury

\$1,000,000 Each Occurrence

Additional Insured Endorsement in favor of Santa Catalina Island Company and Its Subsidiaries

Insurance coverage to be primary and noncontributory with policies of Santa Catalina Island Company and Its Subsidiaries

Workers' Compensation

Workers' Compensation

Employers' Liability

Statutory Limits

\$1,000,000 Each Accident

\$1,000,000 Disease, Each Employee

\$1,000,000 Disease, Policy Limit

Waiver of Subrogation endorsement in favor of Santa Catalina Island Company, and Its Subsidiaries

Automobile - If applicable

Minimum Limit:

\$1,000,000 Each Accident

Liability for Owned, Hired and Non-Owned

Certificate Holder:

Santa Catalina Island Company

and Its Subsidiaries of any Tier

Attn: Tammie Katin

P. O. Box 737

Avalon, CA 90407