

PERMIT NO. \_\_\_\_\_ 20\_\_

**COUNTY OF DUTCHESS  
PERMIT FOR COMMERCIAL PHOTOGRAPHY, FILM,  
AND OTHER ELECTRONIC IMAGING**

**THIS PERMIT MAY BE REVOKED AT ANY TIME**

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**DATE:**

**1. Permittee (Individual):**

**2. Address:**

**3. Company (if applicable):**

**4. Telephone Number:**

**5. Email Address:**

**6. Production Contact** \_\_\_\_\_  
(include address and \_\_\_\_\_  
phone/email, if different \_\_\_\_\_  
from above) \_\_\_\_\_

**7. Permitted Locations/Activities**

(List specific activities for each location and the date and time that specified activities will take place.)

Activity	Location	Date	Time

**8. Description of Scene(s) to be Filmed, Photographed, or Electronically Imaged (Description must be complete and accurate.)**

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(Production storyboards, scripts, script summaries, etc., if available, should be attached in lieu of a description, but shall be referred to above and incorporated into this permit. If additional room is necessary, attach as a Schedule A.)

**9. List Production Equipment and Vehicles**

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(If more room is needed attach a list designated as a Schedule B.)

**10. Size of Cast and Crew** \_\_\_\_\_

**11. The Permittee expressly agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Permittee shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the Permittee's negligent acts or omissions or negligent acts or omissions of third parties under its direction and control which are reasonably related to the Permittee's rights and obligations under this Permit; and that except for damage contributed to, caused by or resulting from the negligence of the County, to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Permittee's indemnification obligation herein and to bear all other costs and expenses related thereto.**

**In addition to and not in limitation of foregoing, the Permittee in its own name and naming the County as additional insured, shall at the commencement of the term hereof, obtain and maintain in continuous effect for the term hereof, policies of insurance providing for the coverages and the limits and subject to the conditions set forth in Schedule "A", attached hereto and made a part hereof. The terms of Schedule "A" may be amended at the discretion of the County Office of Risk Management.**

**THE ATTACHED TERMS AND CONDITIONS AND SCHEDULE(S) ARE INCORPORATED INTO THE PERMIT APPLICATION AND WILL CONSTITUTE A PART OF THE PERMIT WHEN SIGNED BY AN AUTHORIZED OFFICIAL OF DUTCHESS COUNTY AND APPROVED BY THE COUNTY ATTORNEY.**

**BY SIGNING BELOW, PERMITTEE'S AGENT REPRESENTS THAT HE/SHE HAS ACTUAL AUTHORITY TO BIND PERMITTEE TO THIS AGREEMENT.**

**PERMITTEE**

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

\_\_\_\_\_  
**Name:**  
**Title:**

**COUNTY OF DUTCHESS**

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

\_\_\_\_\_  
**Robert H. Balkind, P.E.**  
Commissioner of Public Works, or designee

**Approved as to form  
and manner of execution:**

1) \_\_\_\_\_  
**County of Dutchess – Department of Law**  
**Name:**  
**Title:**

2) \_\_\_\_\_  
**Dutchess Tourism, Inc.**  
**Name:**  
**Title:**

## PERMIT TERMS AND CONDITIONS

1. **Use of Property/Grant of Rights:** County hereby grants to Permittee permission to enter upon and use locations described in Paragraph “7” of the Permit (“location”) for the limited purpose of shooting scenes. Permittee, its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature in and to the Picture and/or any photography or recording that takes place on the Property pursuant to the terms of this Agreement, including all copyrights, in perpetuity throughout the universe.
2. **Term:** The term of this Agreement shall be as set forth in paragraph “7” of page “1” of this document.
3. **Permit and Location Fee:** In consideration for the granting of this Permit and for use of the location(s) described on Page 1, Paragraph “7” of the Permit, Permittee shall pay to the County the sum of (\$ \_\_\_\_\_) DOLLARS. The aforementioned fee does not include the potential personnel costs for both the services of the Dutchess County Sheriff’s Department and/or the County Department of Public Works. Said location fee will be negotiated based on needs of Permittee.
4. **Surrender of Premises/Overtime Charges:** The Permittee covenants that upon the expiration or other termination of this Permit Agreement, it shall peaceably and immediately quit and surrender the Property and shall leave said Property in the same condition existing on the date hereof. Failure of Permittee to quit and surrender the Property at the expiration of this Permit shall result in an overtime charge of **TWO HUNDRED FIFTY (\$250.00) DOLLARS** per hour or any portion thereof that Permittee remains on the Property beyond the expiration of this Permit. Said overtime charge shall be due and payable to the County immediately upon Permittee’s failure to quit and surrender the Property upon expiration of this Permit. Failure of Permittee to remit such payment as provided herein may result in Permittee’s forcible removal from County property. For purposes of this paragraph, this Permit shall expire at the date and time set forth in Paragraph “7” on the first page of this Permit. Payment of said overtime charge shall not in any manner be construed to limit any and all other rights or remedies to which the County may be entitled under this Permit, including, but not limited to, defense and indemnification.
5. **Cancellation Fees/Liquidated Damages:** In the event Permittee, for any reason, is unable to use the Property on the specific dates and times provided for in this Permit Agreement, then Permittee shall pay to the County, or, if payment has already been made, then the County shall retain, as liquidated damages, the sum of **FIVE HUNDRED (\$500.00) DOLLARS** per day for each day the subject Property has been reserved for Permittee’s use. Both the County and Permittee agree that said sum of **\$500.00** per day represents a fair and reasonable estimate of the damages that the County would incur should Permittee fail to use the Property as provided herein. Payment of said liquidated damages shall not in any manner be construed to limit any and all other rights or remedies to which the County may be entitled under this Permit, including, but not limited to, defense and indemnification.
6. **Installation and Removal of Equipment:** Permittee understands and agrees that any installation or removal of equipment used in connection with its production shall be completed during the hours of operation set forth herein.
7. **Alterations:** The Permittee shall not make any alterations, additions or improvements to County property without the express prior written approval of an authorized official of the County.
8. **Exclusivity:** This Permit shall be for the NON-EXCLUSIVE use of the locations designated herein, unless the Permit clearly and unequivocally says the Permittee shall have EXCLUSIVE use of the designated location.
9. **Subject Matter:** If it is discovered that Permittee has not fully described the subject matter of the production in its application or has been intentionally deceptive, it shall, without limiting any other damages to which the County may be entitled, be grounds for the termination of this Permit.

10. **Other Rules and Regulations:** The Permittee shall, at its sole cost and expense, procure and maintain in full force and effect for the term of this Permit, all further permits, licenses and approvals required by any other governmental authorities having jurisdiction, required for the lawful conduct of its operations under this Permit. In addition, the Permittee shall comply with all applicable Federal, State and local laws, regulations and orders. The Permittee shall avoid adverse impacts to the peace and tranquility of residents neighboring the location and this shall be considered an obligation of this Permit.

11. **Conduct of Crew and Cast:** Permittee shall control the conduct or demeanor of its officers, agents, employees, subcontractors, invitees or anyone else Permittee allows onto the Permitted Premises, while such persons are on County property, and shall insure that all such persons comply with all rules and regulations now or hereafter imposed by the County governing the use and conduct of its operations under this Permit.

12. **No Guarantee or Warranty:** The County makes no guarantees or warranties, either express or implied, about the Property or any of the privileges or services provided under this Permit Agreement. As such Permittee agrees to accept same solely on an "as is" basis.

13. **Permittee's Property:** The County shall not be responsible for the safety or security of any property, materials or equipment used in connection with the Permitted Activities.

14. **Prohibited Materials and Practices:** The Permittee shall not use or store on or about County property, any pyrotechnics, fire effects materials, explosives, toxic or hazardous chemicals or substances, or flammables including, but not limited to gasoline, oils, turpentine or benzene or any other chemical, substance or material which may cause a hazard to the safety of persons or property, except as are ordinarily used on or in motor vehicles or electrical generators, if used solely for such purposes or unless specifically permitted to do so under the listing of Permitted Activities in this Permit. If the Permittee is expressly permitted to use pyrotechnics, fire effects material, materials that cause explosions, including simulated and other smoke effects using a substance with a flash point of less than 400 degrees Fahrenheit on the Permitted Premises under the terms of this Permit, the Permittee shall arrange the prior inspection and the supervision of such activities by the local Department, as a condition of the County's permission to use such materials.

15. **Inspection:** An authorized representative of the County shall be entitled to enter onto the Property which is the subject of this Permit for the purpose of inspecting, observing and monitoring any aspect of the operations to be conducted by the Permittee thereon for the purposes of compliance with this Permit. Permittee shall also allow inspection of same by any Federal, State, County or other municipal officer having jurisdiction.

16. **No Lease:** It is expressly understood and agreed that no real or personal property of the County is leased to the Permittee and the Permittee's privilege to use and occupy the property designated herein for the operation of this Permit shall continue only so long as the Permittee shall comply with each and every term and condition of this Permit Agreement, unless sooner revoked by the Commissioner..

17. **Assignment of Permit:** Permittee may not assign, convey, sell, transfer (including, but not limited to an attempt to transfer this Permit pursuant to a sale or transfer of all or part of the Permittee's assets) or otherwise dispose of this Permit, without the County's written consent.

18. **Construction/Venue:** This Permit shall be construed in accordance with the Laws of the State of New York. Any actions brought by a Party to this Permit shall be brought in the Supreme Court of the County of Dutchess, Poughkeepsie, New York, unless on the basis of federal jurisdiction, in which case in the federal courthouse for the United States District Court for the Southern District of New York located in White Plains, New York.

19. **No Agency:** Nothing herein contained shall create or be construed as creating a co-partnership between the County and the Permittee or to constitute the Permittee as agent of the County. The County and the Permittee each expressly disclaim the existence of such a relationship between them.

20. **Interference with County Operations:** Permittee understands and agrees that as a material element of this Permit, none of its activities in connection herewith shall in any manner impede or interfere with the normal operation of County facilities. Permittee's failure to comply with this provision shall be grounds for the immediate termination of this Permit.

21. **Copyrighted Materials:** Permittee shall assume all fees, costs or other charges from the use of any patented, trademarked, franchised or copyrighted music, photography, materials, devices, processes, dramatic rights or any other type of intellectual property used or incorporated into the Picture by the Permittee, its employees, agents, contractors and subcontractors. In addition, Permittee shall indemnify, defend and hold harmless the County, its employees and agents for any unauthorized use or infringement of any such intellectual property by Permittee in connection with its activities under this Permit. Said obligation to defend and/or indemnify the County shall apply even if the allegations of infringement are false or meritless. Such duty to defend and indemnify the County shall survive the expiration or termination of this Permit Agreement.

22. **Screen Credit:** Permittee agrees to acknowledge the support and assistance of Dutchess County Department of Public Works and Dutchess Tourism, Inc. in the "closing credits" of the film.

23. **Force Majeure:** Neither party shall not be deemed in breach of this Permit Agreement if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other circumstance not within its reasonable control.

**SCHEDULE "A"**

**STANDARD INSURANCE PROVISIONS**

1. Prior to commencing work, the Permittee shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Dutchess, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Dutchess by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Permittee as an additional insured.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Permittee shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Dutchess for approval and submit a certificate thereof. Upon failure of the Permittee to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Permittee to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Permittee from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Permittee concerning indemnification. All property losses shall be made payable to and adjusted with the County

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Permittee until such time as the Permittee shall furnish such additional security covering such claims in form satisfactory to the County of Dutchess.

2. The Permittee shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law.

State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Dutchess County, New York."

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Workers' Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Workers' Compensation, he should present a certificate from the New York State Workers' Compensation Board evidencing that fact.

(b) Employer's Liability with a minimum limit of \$100,000.

(c) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.l), naming the County of Dutchess as an additional insured. This insurance shall indicate on the certificate of insurance and include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies and certificates of insurance of the Permittee shall contain the following clauses:

(a) With respect only to negligent acts of the Insured, his employees or agents under his direction or control, insurers shall have no right to recovery or subrogation against the County of Dutchess (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Dutchess is named as an insured, shall not apply to the County of Dutchess.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Dutchess (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Permittee.