

LICENSE/BAILMENT AGREEMENT

FOR USE OF CERTAIN CITY-OWNED REAL AND PERSONAL PROPERTY

This Agreement is made and entered into this ___day of _____, 20 __, by and between the City of Tucson, whose address is 255 W. Alameda St., Tucson, AZ 85701 (hereafter "Licensor"), and _____ whose address is _____, (hereafter "Licensee").

In consideration of Licensee's promises herein, Licensor hereby gives permission to Licensee to use only those designated portions and/or items of Licensor's real and/or personal property, including rights-of-way, described as follows (only those categories checked and particularly described are licensed hereby):

- () Those portions of City-owned rights-of-way as follows:
- () Those portions of City-owned real property as follows:
- () Those items of City-owned personal property as follows:

for approximately _____ days of filming for commercial purposes thereof in the environs of Tucson, which filming is estimated to take place on _____ but in no event to exceed a period of _____ beginning _____ all on the terms and conditions hereinafter set forth:

1. This permission is given to Licensee as an accommodation, and shall be at no costs, except as may be provided by addendum hereto.
2. A bailment is hereby created between Licensor as Bailor, and Licensee as Bailee, and Licensee promises to use reasonable care in regard to the personal or real property herein described, and shall return the same in as good condition as on the date said personal or real property is delivered to Licensee. Licensee further agrees to insure said personal or real property against damage or loss.
3. Licensee shall defend, indemnify, and hold Licensor, its officers and employees, Mayor and Council, Boards, Committees and Commissions, harmless from all losses, claim, demands, suits, subrogations, or causes of action of any kind (including those for expenses, court costs and attorneys' fees), for personal or bodily injury, including death, or property damage or any other damage arising out of either (1) the use by Licensee of Licensor's personal property or real property; or (2) Licensee's acts or omissions.
4. Licensee shall obtain insurance for the term of this Agreement for public and automobile liability in minimum amounts of \$1,000,000 per occurrence. Licensor shall, if it deems necessary, require additional coverage from Licensee. Licensor shall be added as an additional insured for all such coverage, and shall be given written notice of at least ten (10) days prior to any cancellation, change, or reduction of coverage. Certificates of Insurance for the coverage required under Sections 2 and 4 of the Agreement shall be provided to the Tucson Film Office prior to the commencement of any activity by Licensee under this Agreement. Nothing in this paragraph shall be construed as limiting the scope of the indemnity provided under paragraph 3 above.
5. The City of Tucson Police Department and Fire Department shall determine the number and kinds of public safety personnel necessary for the protection of the general public at Licensee's locations within the corporate limits of the City of Tucson prior to the commencement of operations by Licensee under this Agreement. Licensee shall hire sufficient off-duty Tucson Police and Fire personnel to provide the types of public safety requirements as determined by the Police and Fire Departments. The designated Police Officers will be responsible for coordinating all requirements of Licensee with the staff of the Tucson Film Office. The cost of required services (not including those services routinely provided by the City to the public at large) shall be the sole responsibility of Licensee.
6. Licensee shall comply with all applicable laws of the United States, the State of Arizona, Pima County, and the City of Tucson.
7. This Agreement shall be construed under the laws of the State of Arizona.
8. This license may be terminated without any recourse by licensee upon 24 hours notice at the sole option of the City and without notice if such termination is necessary to address public safety.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

City of Tucson, A MUNICIPAL CORPORATION, LICENSOR

By _____
Its City Manager or Designee

APPROVED ASTO FORM: _____
As Assistant City Attorney and not personally

.....LICENSEE
By _____
Its _____