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KAREN SCRIVNER, Chief Clerk of the Board

PERMIT

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. **AUTHORITY** - This permit is issued by the authority of the County of Madera, for the purpose of filming or videotaping in the County of Madera in accordance with Ordinance No. 570. This permit does not constitute nor grant permission to use or occupy property not belonging to, or under the control of, the County of Madera. Permission to use or occupy these properties must be obtained from the owner or controller of such property in addition to this permit. Evidence of such permission may be required prior to issuance of a permit by completing an Addendum form.
2. **PERMIT REQUIREMENT** - This permit must be in the possession of the applicant at all times while on location and must be made available for inspection when requested by County authorities or the public. **Use of this permit implies agreement on the part of the holder to comply with the terms and conditions of the permit.**
3. **COMPLIANCE WITH LAWS** - Permittee agrees to comply with all Federal, State and local laws, regulations, ordinances, and rules. Vehicle code provisions and/or parking regulations will be enforced unless noted otherwise in this permit.
4. **INSURANCE** - Prior to beginning operations under this permit, permittee must submit evidence of general liability insurance. The amount and type of such insurance shall be that required by the County at the time this permit is issued unless a different amount and type of insurance is specified in the permit. If permittee uses or operates licensed motor vehicles pursuant to this permit, automobile liability insurance is required as well.
5. **INDEMNIFICATION** - Except for the active negligence or tortuous conduct of the County of Madera, Permittee agrees to indemnify, defend and hold harmless the County and any other agencies designated as permittor, their agents, officers, employees and contractors from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature. Such claims may include, but shall not be limited to, those alleging bodily injury, personal injury, or property damage arising from the operation, acts or omissions of Permittee and/or its officers, agents, contractors, or employees hereunder. Permittee further agrees to indemnify, defend and hold harmless County and any other named permittors from any and all workers' compensation claims, liability or expense arising from or connected with any services for or on behalf of Permittee by any person pursuant to this permit.
6. **WORKERS' COMPENSATION** - By signing below, Permittee agrees to conform to all applicable Federal and State requirements for Workers' Compensation insurance for all persons operating under this permit.
7. **ASSIGNMENT** - This permit shall not be assigned by the Permittee without the written consent of the County.



8. **CONSIDERATION** - Permittee shall pay, prior to the issuance of this permit or rider thereto, all fees and deposits required. Service charges and use fees listed at the front of this form are estimates. Actual charges, computed at the completion of filming, may be less or exceed these estimates. Permittee agrees to pay any additional charges which may accrue incidental to any use or service provided to the Permittee within 10 days after receipt of any invoice for such use or services. Overpayment will be refunded.
9. **CREDIT** - The County of Madera expects film credit, unless otherwise determined by an authorized representative of the County.
10. **AUTHORITY TO REVOKE OR CANCEL** - In the event that an authorized representative of the County finds that the activities being conducted by the Permittee unnecessarily endanger the health or safety of any person or that said activities are or will cause damage to real or personal property, said representative, at his sole discretion, may suspend, cancel or amend this permit. The County reserves the right to suspend, cancel or amend this permit at any time without incurring any liability to the Permittee.
11. **RIDERS** - Additional documents known as "Riders" may, on occasion, be issued to alter or amend an original permit. Except as amended by the riders, all other terms, conditions and provisions of the original permit remain in effect. When executed, a rider becomes a part of and must be attached to the original permit
12. **ADDITIONAL TERMS APPLICABLE TO FILMING ON COUNTY OWNED PROPERTY** - Permittee shall be subject to the control and instructions of the County representative(s) assigned to the Permittee in order to avoid any interference with the operations of the County's facilities or property. Permittee acknowledges that its use of County facilities for purposes of this permit is at its own risk and expressly waives any right to make or prosecute claims or demands against the County for any loss, injury or damage which Permittee may sustain by virtue of the exercise of the permission granted or by reason of any defect, deficiency or impairment which may occur from time to time from any cause of the utilities or other services furnished or for any loss resulting from tire, water, tornado, civil commotion, riot, landslide, windstorm, earthquake or acts of God. On or before the date of the expiration of this permit, the Permittee shall remove from said properties all locations sets, structure, rubbish and unsightly matter placed on the property by the Permittee unless the County agrees that this may be done at a later time. In the event Permittee fails to do so, the County may cause the same to be done and Permittee agrees to pay the County any costs incurred. Permittee agrees to pay the County for damage to County property resulting from the operations undertaken by Permittee. By issuance of this permit, the County does not imply that use by Permittee shall be exclusive.

We hereby accept this permit and agree to abide by all the terms and conditions hereof.

PERMITTEE

COUNTY OF MADERA

Company Name

Clerk of the Board Signature

Date Signed

Date Signed

Company Representative Signature
