



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

FILMING AGREEMENT

An agreement made in Truro, Massachusetts on this date, _____ by and between _____ (“Company”), having a principal place of business at _____ and the Town of Truro, acting through its Town Manager (“Town”), a town duly incorporated under the laws of Massachusetts;

WHEREAS, the Company is desirous of filming a portion of its motion picture/advertisement within the Town of Truro; and

WHEREAS, the Company wishes to gain permission to utilize the public lands and ways during part of its filming; and

WHEREAS, the Town is amenable to granting full permission so long as the Town is fully protected from all injury and liability which may be occasioned by granting permission;

NOW THEREFORE, it is mutually agreed as follows:

1. With the prior consent of the Town Manager , the Company may film within the Town of Truro portions of its motion picture/advertisement, at the locations already designated and to be designated by the Town Manager ;
2. The Company shall at all times exercise due care and diligence in its filming and associated activities within the Town of Truro;
3. For each day of filming within the Town of Truro the Company shall pay to the Town of sum of _____.
4. Should the Chief of Police of the Town of Truro determine that public safety and order requires a police detail at the scene where filming is occurring, he/she shall provide the police detail with all costs of such detail, if there are any, to be paid by the Company as an additional payment in addition to the daily fee.
5. All payments due under this Agreement shall be paid within thirty (30) days of when the filming occurs; in the event payment is not made within this time, interest at the rate of twelve (12%) per annum shall accrue thereon.
6. The Company shall fully reimburse the Town for any property damage cause, directly or indirectly by the Company.
7. The Company shall fully reimburse, indemnify, and hold harmless the Town of Truro for any and all

harm, injury, damage, and liability for property damage and personal injury which may occur to third parties, which is caused directly or indirectly by the Company, and for which the Town may be held responsible. Indemnification shall include all legal expenses, court costs, and attorney fees, if any.

8. The Company warrants and represents that it is fully and satisfactorily insured against liability for personal injury and property damage and that, upon request of the Town Manager it shall furnish all applicable certificates of insurance.

9. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, and in the event any portion of this Agreement is deemed to be invalid, that portion shall be severed and deleted, and at the discretion of the Town, the balance shall remain in full force and effect.

Witness our hands and seal this _____ day of _____,

Town of Truro by Town Manager:

Company by a duly authorized agent:

Signature of Agent

Name and Title (Printed)

Date when signed

In the presence of:

Notary Public

APPLICATION FOR PERMIT TO USE TOWN OWNED PROPERTY

APPLICANT: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

E-MAIL ADDRESS: _____

TOWN PROPERTY TO BE USED:

DATES AND HOURS OF USE:

DESCRIPTION OF ACTIVITY CONTEMPLATED, INCLUDING PURPOSE FOR FILMING, NUMBER OF PERSONS INVOLVED, EQUIPMENT TO BE USED, WHETHER FOOD OR BEVERAGES WILL BE SERVED OR SOLD, THE NUMBER OF VEHICLES INVOLVED, AND ANY OTHER ADDITIONAL INFORMATION:

ACTION BY TOWN MANAGER :

Approved _____ Disapproved _____

Conditions, if any: _____

Signature (Town Manager)

Date

ACTION BY POLICE DEPARTMENT:

Recommendation for a police detail: Yes _____ No

Comments, Conditions:

Signature (Chief of Police)

Date

INDEMNITY AGREEMENT

AGREEMENT made on _____ by the Town of Truro, (“Town”) a municipal corporation having its usual place of business in Truro, Massachusetts, and acting by and through its Town Manager , and (“Company”) acting by and through its agent, .

WITNESSETH:

WHEREAS, the Company has requested permission to use that portion of land in the Town of Truro and owned by the Town of Truro, commonly referred to as _____ for purposes of holding thereon a _____ on the following date(s) _____ and;

WHEREAS, the Company has agreed to indemnify the Town of Truro against any and all liabilities, loss, damages, costs or expenses which it may hereinafter incur or suffer or be required to pay as a result of the use of said property for the above purpose, and;

WHEREAS, the Company has agreed to provide a bond to the inhabitants of the Town of Truro;

NOW THEREFORE, in consideration of the above premises and covenants and agreements contained herein, the Company hereby covenants and agrees as follows:

1. In consideration and use of _____, so-called, and located in the Town of Truro, for purposes of the holding of a _____ on the date(s) of _____ the Company hereby agrees to indemnify and hold harmless the Town against any and all liabilities, loss, damages, costs or expenses, which it may hereafter incur, suffer or be required to pay by reason of the use of the said property for the stated purpose on the above date(s).
2. The Company shall post as a bond the sum of \$ _____ with the Town in insure that any damage that may occur as a result of the use of said property shall be remedied.
3. This Agreement is conditioned upon the due performance by the Company of all of the terms, covenants, and conditions contained herein to be performed and the prompt payment of all sums required to be paid hereunder.
4. The indemnity under this Agreement shall continue until the Agreement has been fully performed and the premises at _____ inspected by the Board of Selectmen or their agent, upon the conclusion of the use of the property.
5. The Company shall be liable for the payment of all obligations that may be incurred by the Town under this Agreement, the fee of which to the Town shall be \$ _____ per day, with any additional costs, i.e., police private detail, to be paid separately from the Town fee, anything herein contained to the contrary notwithstanding, and the Town shall have full right to take such steps to compel performance by the Company as may be necessary and proper and to collect from the Company any loss which the Town feels may incur, including reasonable attorney’s fees.

Signed and sealed as to the above written date.

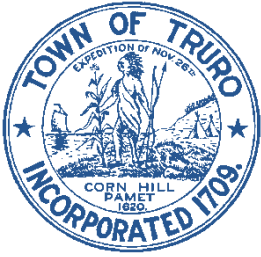
Signature of Applicant/Agent

Company

Date

TOWN OF TRURO, TOWN MANAGER

APPLICANT/AGENT FOR THE COMPANY



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

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FILMING FEES

Major Films	-	\$500.00 per day plus expenses per agreement
TV Filming	-	\$250.00 per day plus expenses per agreement
Still Photography -		\$50.00 per day plus expenses per agreement
Other (Misc.)	-	\$50.00-\$250.00 per day plus expenses per agreement “Other” to be evaluated