



## City of Carpinteria

5775 Carpinteria Avenue  
Carpinteria, CA 93013  
(805) 684-5405  
Fax (805) 684-5304

### INSURANCE AND INDEMNIFICATION AGREEMENT

#### *Filming in the City of Carpinteria*

This agreement is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Carpinteria, a municipal corporation, (hereinafter referred to as “City”) and \_\_\_\_\_ (hereinafter referred to as “Applicant.”)

Applicant has applied for a film permit to conduct a filming activity within the City. The issuance of film permits by the City is regulated by the City’s Filming Activities Ordinance, Chapter 5.72 of the Carpinteria Municipal Code, and is administered by the City’s Community Development Office.

Applicant understands and agrees as follows:

#### 1. INSURANCE

- (a) Applicant shall provide the level of insurance coverage, scope of coverage and types of endorsements required for issuance of a film permit as established by the City’s Film Ordinance.
- (b) Applicant shall provide evidence of insurance including Commercial and Comprehensive General Liability as well as contractual and Broad Form Automobile Insurance in the amount of One Million (\$1,000,000.00) dollars for the duration of the filming activity.
- (c) Applicant shall provide evidence of Property Damage Coverage in the amount of One Million (\$1,000,000.00) dollars for the duration of the filming activity.
- (d) Applicant shall provide evidence of Worker’s Compensation Insurance Coverage in compliance with the laws of the State of California for the duration of the filming activity.
- (e) Applicant shall file with the Community Development Office not less than two (2) days prior to the filming activity, an original copy of insurance policies or an original certificate of insurance evidencing coverage in the amounts required above for review by the appropriate City department. The deadline for proof of insurance may be waived for good cause; however, filming may not begin without verification by the City of adequate insurance coverage.

- (f) Applicant shall name the City of Carpinteria, its Councilmembers, officers, agents, and employees as additional insureds on all required insurance policies or certificates of insurance.
- (g) Applicant shall provide a written thirty (30) day notice of cancellation to the City of Carpinteria, Community Development Office, 5775 Carpinteria Avenue, Carpinteria, CA 93013, prior to affecting any cancellation, reduction, or substantial change in coverage.

2. INDEMNIFICATION

Applicant agrees to defend, indemnify, and hold the City, its Councilmembers, officers, agents, and employees harmless from and against any and all losses, liability, claims, actions, causes of action, suits, judgments, settlements, costs or expenses (including but not limited to attorneys' fees, reasonable investigative and discovery costs and court costs), injuries to or death of any person, including injury to Applicant's employees or damage to any property, including but not limited to, any property of applicant or City, and all claims which arise from or are connected with the negligent performance of or failure to perform work or other obligations of this agreement, or are caused or claimed to be caused by the negligent acts of the City, its officers, agents or employees, and all associated costs, fees and expenses of investigating and defending against same.

3. WAIVER OF SUBROGATION RIGHTS

Applicant shall obtain from its insurers under all policies of insurance required to be maintained hereunder a waiver of all rights of subrogation which said insurers might otherwise have, if at all, against City or its respective officers, agents or employees.

4. NON-ASSIGNMENT

The Applicant shall not sell or assign this agreement or any right or benefit granted thereunder without the prior written consent of the City.

APPLICANT

CITY OF CARPINTERIA  
A municipal corporation

BY: \_\_\_\_\_

BY: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title