



Permit for Filming within the Municipality of Skagway Borough

This Filming Permit Agreement (“Agreement”) is between _____ a (“Permittee”) and the Municipality of Skagway Borough (the “MOS”) with regard to an event Permittee desires to hold on property owned by the MOS (“MOS Property”). The Parties agree to the following terms:

Identity of Parties: All communications concerning this contract shall be directed as follows, and any reliance on a communications with a person other than that listed below is at the party’s own risk. Permittee understands and acknowledges that no officer, employee, committee member, representative, or assembly member has any actual or apparent authority to orally modify any of the terms or conditions of this Permit.

Municipality of Skagway Borough	Permittee:
Attn: Tourism Director	
PO Box 1029	
245 Broadway	
Skagway, AK 99840	
907-983-2854	
c.jennings@skagway.org	

This Agreement extends to not only the parties as set forth above, but also to the parties’ owners, affiliates, officers, directors, partners, agents, employees, landlords, lessees, sub-lessees, predecessors, assigns, shareholders, representatives, and subrogees.

Scope: The scope of this permit is limited to:

Production Name: _____

SPECIFIC LOCATION	DESCRIPTION OF ACTIVITY	DATE	TIME	NUMBER OF PEOPLE ON LOCATION

Stunts/Special Effects Proposed

Pyrotechnics

Riparian Area

Aerial Stunts

Domestic or Wild Animals

Developed Recreation Site

Other

Additional sites requested, dates, times, number of people on location, description of activity, and/ or general comments (may attach additional page if needed):

MOS Lands and Resources Staff Only: Conditions and Comments

Insurance: Insurance coverage as described in Attachment A is required for this permit. Prior to issuance of a permit, the Permittee must submit a certificate of insurance showing the Permittee has obtained the necessary insurance in the types and amounts listed in the permit conditions and showing that the MOS is an additional insured on the Permittee's general liability policy. MOS reserves the right to modify insurance requirements, if appropriate, depending on the nature of the project. The Permittee shall not be permitted to use this Permit unless and until the Permittee has provided the certificate of insurance and showing the MOS as an additional insured.

Indemnification: The Permittee agrees to defend, indemnify, and hold harmless MOS, its officers, assembly members, employees, volunteers, consultants, representatives, and insurers, with respect to any action, claim, or lawsuit of any kind and any nature, including death, and including any administrative proceeding, arising out of or related to the Permittee's acts, omissions or performance of this permit, without limitation as to the amount of fees, and without limitation as to any damages, cost or expense resulting from settlement, judgment, or verdict, and including the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This defend and indemnification agreement applies to the fullest extent permitted by law and is in full force and effect whenever and wherever any action, claim, or lawsuit is initiated, filed, or otherwise brought against MOS relating to this permit.

Hazardous Waste Responsibility: The Permittee represents and warrants that the MOS Premises will not be used for the generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance. The term "Hazardous Waste or Substance" means hazardous or toxic substances, materials or wastes, including but not limited to any substance, material or waste which is (i) petroleum; (ii) asbestos; (iii) polychlorinated biphenyls (PCBs); (iv) toxic or hazardous substances as defined in Alaska Statute 18.60.105 or 46.03.826, and associated regulations; (v) designated as a "Hazardous Substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. ' 9601, et. seq.; (vi) designated as a "Hazardous Waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. ' 6901, et. seq.; (vii) designated as a "Hazardous Substance" under the Clean Water Act, 33 U.S.C. ' 1321, or listed pursuant to 33 U.S.C. § 11317; (viii) listed by the U.S. Department of Transportation at 49 C.F.R. Part 302; and (ix) any other substance, waste or material which is regulated as hazardous or dangerous by any Federal, State or local agency.

Permittee agrees to hold the MOS harmless and to indemnify and defend the MOS against any and all claims and losses resulting from Permittee's breach of this defend and indemnification provision, including, but not limited to, any loss, damage, liability, cost, or expense, including reasonable actual attorneys' and consultants' fees and expert fees, and including without limitation (i) any claims of third parties for personal injury, property damage, or other harm, and (ii) any response costs, costs of remedial, restoration or clean-up actions, fines suffered or incurred by the MOS arising out of or related to the presence of Hazardous Materials in, on, or under the property, or out of any such use of the property, or due to the incorporation of such materials. This obligation to indemnify, defend and hold MOS harmless shall survive the term of the Permit and include any claim, cause of action or administrative regulatory enforcement action in which Permittee or the MOS are determined or alleged to be a potentially responsible party.

Assumption of Risk: Permittee assumes all risk and is solely responsible for conducting all activities in a safe and diligent manner and Permittee shall not pose a danger to other users of the MOS Property.

Damages: The Permittee shall promptly pay the MOS for any and all damage caused to MOS Property associated with the Permittee's use of MOS Property.

Not Exclusive: Unless otherwise stated, this permit does not give the Permittee an exclusive right to use the MOS property. Fees may be assessed for special purposes and/or Municipality staff support.

Compliance: The Permittee shall comply with all applicable federal, state and municipal laws, regulations and ordinances.

Assignment: This permit shall not be transferred or assigned without the written consent of the MOS Manager. The MOS shall not approve any transfer or assignment without a full written acknowledgment by the transferee or assignee agreeing to comply with all the conditions and terms of this Permit and including the provision of the certificate of insurance showing the MOS as an additional insured by the transferee or assignee.

Revocation: This permit may be terminated upon breach of any of the conditions herein or in the best interest of the MOS as determined by the MOS Manager.

Property to be Left in Original Condition: The Permittee shall ensure that its activities are conducted in a manner such that the property will be returned to its original condition upon termination of the Permittee's activities. Any materials or supplies brought in by the Permittee must be removed upon termination of Permittee's activities or upon termination of this authorization. Any materials or supplies or equipment left on the property at the termination of Permit shall become the property of the MOS without any further action necessary by the MOS.

Jurisdiction and Venue: The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction and venue for any action of any kind and any nature arising out of or related to this Agreement, or arising out of or related in any way to the performance by Permittee under this Agreement. Venue for trial in any action shall be in Skagway, Alaska. The laws of the State of Alaska shall govern the rights and obligations of the parties. Permittee specifically waives any right or opportunity to request a change of venue for trial pursuant to A.S. 22.10.040.

Counterparts: This Agreement may be executed in counterparts, each of which constitutes one and the same agreement.

Effective Date: This Agreement is not effective until signed by the MOS. The parties agree by signing below that this is a valid agreement.

	<i>MUNICIPALITY OF SKAGWAY</i>	<i>PERMITTEE</i>
<i>DATE</i>		
<i>PRINTED NAME</i>		
<i>SIGNATURE</i>		

ATTACHMENT A – INSURANCE REQUIREMENTS

Proof of insurance is required before the issuance of the Permit.

The Permittee shall provide evidence of coverage in the form of a certificate of insurance and appropriate insurance policy endorsements with a carrier or carriers satisfactory to MOS covering injury to persons, including death and/or property suffered by MOS or a third party, as a result of operations under this permit by the Permittee or by any subcontractor or agent of the Permittee. This coverage will also provide protection against injuries to all employees of the Permittee. Insurance carriers providing coverage shall have an “A.M. Best rating” of at least an “A-VII”. During the performance of work under this permit, the Permittee shall maintain the approved insurance in force at all times. The Permittee shall provide, as a minimum, the following insurance:

Commercial General Liability Insurance: Such insurance shall cover all operations by, or on behalf of, the Permittee providing insurance for bodily injury and property damage liability including coverage for premises and operations, products and completed operations, contractual liability, broad form property damage, and personal injury liability.

Coverage shall be written on an occurrence based form. This amount must be at least Two million dollars (\$2,000,000.00) per occurrence, and Four million dollars (\$4,000,000.00) aggregate. The MOS shall be named additional insured for this policy.

Business Automobile Insurance: \$1,000,000 per accident combined single limit covering owned, non- owned and hired automobiles.

Workers’ Compensation Insurance: Permittee, if subject to the provisions of the Alaska Workers’ Compensation Act (AS 23.30), will provide with this application proof, furnished by the insurance carrier, of current coverage for workers’ compensation with an insurance company or association authorized to transact such business in the State of Alaska, or an approved current certification of self-insurance by the Alaska Workers’ Compensation Board. Permittee further acknowledges and agrees that in the event it fails to maintain proper workers’ compensation coverage, the State will implement the provisions of AS 23.30.045(c) and Municipality, at its option, may terminate this permit for cause without liability.

The coverage shall include Employer’s Liability Protection in the amount of:

- \$100,000 per accident,
- \$500,000 policy limit, and
- \$100,000 each employee