

**LICENSE/BAILMENT AGREEMENT  
FOR USE OF CERTAIN TOWN-OWNED REAL AND PERSONAL PROPERTY**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Town of Oro Valley (herein after "Licensor"), and \_\_\_\_\_ whose address is \_\_\_\_\_, herein after "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 Town-owned rights of way as follows: \_\_\_\_\_

( ) Those portions of Town-owned real property as follows: \_\_\_\_\_

( ) Those items of Town-owned personal property as follows: \_\_\_\_\_

**DESCRIPTION OF PROJECT:**

Film Title: \_\_\_\_\_

**Shooting Schedule**

**Production Information:**

( ) TV: \_\_\_\_\_ ( ) Film: \_\_\_\_\_ ( ) Photography \_\_\_\_\_

( ) Other: \_\_\_\_\_ ( ) Student Project/School: \_\_\_\_\_

Estimate number of cast/crew: \_\_\_\_ Number of Vehicles: \_\_\_\_

Type of vehicles: \_\_\_\_\_

Date(s): \_\_\_\_\_ Time: \_\_\_\_\_ Location: \_\_\_\_\_

General Description of Activities: \_\_\_\_\_

All terms and conditions of the License Agreement are 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, claims, 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 of 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 \$1,000,000.00 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 then (10) days prior to any cancellation, change, or reduction of coverage. Certificates of Insurance for the coverage required under Sections 2 and 4 of this agreement shall be provided to the Town of Oro Valley's Economic Development division 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) Town hereby irrevocably grants to Licensee and its successors the right, in perpetuity, throughout the world, to duplicate and recreate all or a portion of the Property and to use said duplications or recreations in any media and/or manner known or unknown, including without limitation in, and in connection with any motion picture, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same.
- 6) If applicable to the project describe above, the Town of Oro Valley Police Department and Golder Ranch 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 Town of Oro Valley prior to the commencement of operations by Licensee under this Agreement. Licensee shall hire sufficient off-duty Oro Valley 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 Town of Oro Valley's Economic Development division. The cost of required services (not including those services routinely provided by the Town to the public at large) shall be the sole responsibility of the Licensee.
- 7) Licensee shall comply with all applicable laws of the United States, the State of Arizona, Pima County, and the Town of Oro Valley.
- 8) This Agreement shall be construed under the laws of the State of Arizona.
- 9) The license may be terminated without any recourse by licensee upon 24 hours' notice at the sole option of the Town and without notice if such termination is necessary to address public safety.

IN WITENSS WHEREOF, the parties have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Town of Oro Valley, Licensor**

**Licensee**

By: \_\_\_\_\_  
 Amanda Jacobs, Economic Development Manager  
 and not personally

by: \_\_\_\_\_  
 its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
 Tobin Sidles, Legal Services Director,  
 and not personally

DISTRIBUTION:       Vendor       Economic Development       Legal Services