



Department of Art, Culture + Tourism  
Jorge O. Elorza, Mayor | Stephanie Fortunato, Director

## City of Providence FILM REGISTRATION FORM 2018

**FILM PROJECT TITLE:** \_\_\_\_\_

1. The City of Providence, a State of Rhode Island municipal corporation (“Providence”) as owner of the premises described herein (or as agent for such owner) irrevocably grants \_\_\_\_\_ (Production company), as lessee (“Lessee”), and any agent, licensee and/or assignee (“Successor”) of Lessee, the right to use and photograph (including without limitation by means of motion picture, still or video device photography) both the real and personal property located at the premises described as follows in **The Rhode Island Film & Television Permit** in any manner whatsoever and any name connected with the premises and/or any signs including the right to photograph, record and/or use any logos and/or verbiage contained on the premises, the right to refer to the premises or any part thereof by any fictitious name, and/or the right to attribute any fictitious events as occurring on the premises, together with access to and egress from said premises for Lessee’s personnel and equipment for the purpose of erecting and maintaining temporary motion picture sets and structures (to the extent required by Lessee), and/or of photographing said premises, sets and structures and/or recording sound for such scenes as Lessee may desire.

2. Providence warrants that it is the owner (or the agent for the owner) and/or has control over said premises, that it is fully authorized to enter into this Agreement and has the right to grant Lessee the use of said premises and each and all of the rights herein granted.

3. Lessee may take possession of said premises on or about \_\_\_\_\_ (filming start date) and may continue in possession until the completion of all photographing and recording for which Lessee may desire the use of said premises, estimated to require about \_\_\_\_\_ (\_\_\_\_) (example: three (3) ) days of occupancy over a period of about \_\_\_\_\_ (\_\_\_\_) days.

5. In the event Lessee desires to photograph retakes or other scenes, Lessee may re-enter upon and use said premises for such period as may be reasonably necessary therefor, commencing at any time within eighteen (18) months after completion of the principal photography on this location, and in such event the above rental rate shall apply.

6. Lessee shall have the right to remove all of its sets, structures and other material and equipment from said premises; and, Lessee shall leave said premises in substantially as good condition as when received by it, excepting reasonable wear and tear of said premises for the purposes herein permitted.

7. Prior to Providence exercising any remedies available pursuant to this Agreement, Lessee shall be given notice of a material default hereunder (if such default is curable) and accorded three (3) calendar days [reducible to twenty-four (24) hours for exigent circumstances] to cure such default; provided that Providence shall not be deemed to waive any claim for damages arising before, during, or after such cure period if such default is not cured by Lessee.

8. Lessee shall indemnify and hold Providence harmless from and against damages for injury to or death of persons and for damage to or destruction of property occurring during Lessee’s use of said premises and caused by the negligence of Lessee or any of its employees or Successors in the conduct of Lessee’s motion picture or other operations hereunder to the extent such loss is not otherwise covered by insurance evidenced by the certificate of insurance attached hereto as Exhibit A

- o *A film requires proof of liability insurance in the amount of **One Million Dollars** naming the City of Providence and its employees and/or agents, as additional insured.*

9. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity by Lessee and its Successors throughout the universe, in all media whether now known or hereafter devised, developed or discovered; and Providence shall not have any right of action, including without

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limitation any right to injunctive relief against Lessee, its Successors and/or any other party arising out of any use or non-use of said photography and/or sound recordings.

10. Providence hereby irrevocably grants to Lessee and its Successors the right, in perpetuity, throughout the world, to duplicate and re-create all or a portion of said premises and to use the same in any media and/or manner known or unknown, including without limitation in, and in connection with any motion picture, theme park, 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.

11. Providence hereby waives on behalf of its insurance carrier, if any, all rights of subrogation with respect to any claim or claims.

12. Neither Lessee, nor its Successors shall be obligated to make any actual use of any photography, recordings, depictions or other references to the premise hereunder in any motion picture or otherwise.

13. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party. This Agreement shall be construed under the laws of the State of Rhode Island.

14. ANY MODIFICATION(S) OR CHANGE(S) TO THIS LOCATION AGREEMENT, WHETHER IN THE FORM OR INTERLINEATION(S) OR AN ADDENDUM, ATTACHEMENT, EXHIBIT OR THE LIKE, SHALL BE INVALID, NOT BINDING AND OF NO FORCE OR EFFECT UNLESS AND UNTIL (i) SUCH MODIFICATION(S) OR CHANGE(S) IS/ARE INITIALED BY, AND (ii) THIS AGREEMENT IS SIGNED BY, A DULY AUTHORIZED EXECUTIVE OR OFFICIAL OF THE PARTIES HERETO.

Lessee: \_\_\_\_\_ Date: \_\_\_\_\_  
(Production company)

By: \_\_\_\_\_, Duly Authorized  
(Signature of producer or other authorized official)

Print name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Lessor: City of Providence Date: \_\_\_\_\_

By: \_\_\_\_\_, Duly Authorized

Print name: Lizzie Araujo Title: Deputy Director

Address: 444 Westminster St 3<sup>rd</sup> Floor, Providence RI 02903

Contact Person: Lizzie Araujo Contact Number: 401.680.5772

Approved as to Form and Correctness:

By: \_\_\_\_\_

City Solicitor/Deputy City Solicitor  
Law Department, City of Providence

# City of Providence LOCATION LIST & USE FORM 2018

**FILM PROJECT TITLE:** \_\_\_\_\_

Please list below:

<b>Exact Location</b>	<b>Shooting time</b>	<b>Date</b>