

CITY OF PROVIDENCE FILM REGISTRATION 2020 DETAILS AND AGREEMENT

Please note: This form must be completed at least **two weeks prior to the first day of shooting** in order to ensure that applicable city departments have sufficient notice to coordinate necessary services

INFORMATION

Check one:

- Film** **TV(Pilot)** **TV (Series)** **Commercial**
 Music Video **Photo Shoot**

Project Name: _____

Brief Description: _____

Company Name: _____

Address: _____

City, State: _____

Zip: _____

Local production office: _____

(if different from above)

Address: _____

City, State: _____

Zip: _____

Phone number _____ Email address _____

Location Manager: _____

Phone number _____ Email address _____

COVID-19 Safety Officer: _____

Phone number _____ Email address _____

Executive Producer: _____ Director _____

Federal ID# _____ Budget _____

SHOOTING DETAILS

Please check the any and all boxes that apply to your shoot.

- Close Streets?
- Do driving shots?
- Anything on wheels?
- Impact traffic in anyway?
- Impact pedestrian traffic?
- Have an actor costumed as uniformed Police or Fire?
- Have an actor carry a prop weapon?
- Light a fire?
- Explode anything?
- Depict an act of violence
- If yes, can it be seen on or from the street?
- Production vehicles (grip, catering, crew, etc)

Number of cars_____

Number of trucks/vans

*If you have answered yes to even one of these questions, we will have to have a call.
Some of these choices may incur a fee.*

Please use the space below to add any details you think we should know

AGREEMENT

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.

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.

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.

Lessee agrees that a COVID-19 Safety officer(s) will be on set when there are more than 5 persons on the set. The COVID-19 Safety officer will stay up to date on any and all workplace safety guidance and regulation put in place by both the CDC and the RIDOH. This person's contact information will be shared with The City of Providence.

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.

Lessee must remove all of its sets, structures and other material and equipment from said premises and 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.

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.

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 .

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.

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 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.

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.

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.

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.

ANY MODIFICATION(S) OR CHANGE(S) TO THIS LOCATION AGREEMENT, WHETHER IN THE FORM OR INTERLINEATION(S) OR AN ADDENDUM, ATTACHMENT, 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.

SIGNATURE PAGE

Lessee (FILM TITLE) _____

Date: _____

By: _____,
(Production Company)

Duly Authorized _____
(Signature of producer or other authorized official)

As of August 2020 Providence is only registering films with less the 25 people.
I attest that the film does not have more than 25 people
I attest that I have read The Reopening RI- Highlights of COVID-19 Phase III

Print name: _____

Title: _____

Address: _____

Lessor: City of Providence Date: _____

By: _____, Duly Authorized

Print name: Lizzie Araujo
Title: Deputy Director
Address: 444 Westminster St 3rd Floor, Providence RI 02903
Contact Person: Lizzie Araujo Contact Number: 401.347-4633

as to Form and Correctness:
By: _____
City Solicitor/Deputy City Solicitor
Law Department, City of Providence