



PERMIT FOR FILMING
WITHIN THE HAINES BOROUGH

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

1. **Identity of Parties:** All communications concerning this contract shall be directed as follows, any reliance on a communications with a person other than that listed below is at the party’s own risk.

Haines Borough

Attn: Borough Manager
P.O. Box 1209
Haines, AK 99827

Phone: (907) 766-2231

Fax: (907) 766-2716

Permittee:

Attn:	
Phone:	
Fax:	

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, sublessees, predecessors, assigns, shareholders, representatives, and subrogees.

2. **Scope:** The scope of this permit is limited to:

Production Name:

Specific Location	Date (MM/DD/YY)	Time(s)	Number of people on location



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2. Scope: cont'd

Specific Location	Description of Activity (include requests for exclusive use)

STUNTS/SPECIAL EFFECTS PROPOSED			
<input type="checkbox"/> Pyrotechnics	<input type="checkbox"/> Hazardous Materials	<input type="checkbox"/> Riparian Area	<input type="checkbox"/> Aerial Stunts
<input type="checkbox"/> Domestic or Wild Animals	<input type="checkbox"/> Developed Recreation Site	<input type="checkbox"/> Other	<input type="text"/>

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



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Borough Lands and Resources Staff Only: Conditions and Comments

3. **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. The Borough reserves the right to modify insurance requirements, if appropriate, depending on the nature of the project.
4. **Indemnification:** The Permittee agrees to defend, indemnify, and hold harmless the Borough, its employees, volunteers, consultants, and insurers, with respect to any action, claim, or lawsuit arising out of or related to the Permittee's 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 includes the award of any attorneys' fees even if in excess of Alaska Civil Rule 82. This 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 the Borough relating to this permit. The obligations of Permittee arise immediately upon actual or constructive notice of any action, claim, or lawsuit. The Borough shall notify Permittee in a timely manner of the need for indemnification, but such notice is not a condition precedent to Permittee's obligations and is waived where the Permittee has actual notice.
5. **Assumption of Risk:** Permittee assumes all risk and is solely responsible for conducting all activities in a safe and diligent manner and not to pose a danger to other users of the Borough Property.
6. **Damages:** The Permittee shall pay the Haines Borough for any damage caused to Borough property associated with the Permittee's use of Borough property.
7. **Not Exclusive:** Unless otherwise stated, this permit does not give the Permittee an exclusive right to use the Haines Borough property. Fees may be assessed for special purposes and/or Borough staff support.
8. **Compliance:** The Permittee shall comply with all applicable laws and regulations.
9. **Assignment:** This permit may not be transferred or assigned without the written consent of the Borough Manager, or designee.
10. **Revocation:** This permit may be terminated upon breach of any of the conditions herein or in the best interest of the Haines Borough as determined by the Borough Manager.



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11. **Leave No Trace:** 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.
12. **Jurisdiction and Venue:** The Superior Court for the State of Alaska, First Judicial District at Juneau, Alaska shall be the exclusive jurisdiction for any action of any kind and any nature arising out of or related to this Agreement. Venue for trial in any action shall be in Juneau, 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 AS 22.10.040.
13. **Counterparts:** This Agreement may be executed in counterparts, each of which constitutes one and the same agreement.
14. **Effective Date:** This Agreement is not effective until signed by the Haines Borough. The parties agree by signing below that this is a valid agreement.

Dated:

Permittee

BY:

(Print Name)

Dated:

Haines Borough

BY:

(Print Name)



ATTACHMENT A – INSURANCE REQUIREMENTS

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 with a carrier or carriers satisfactory to Haines Borough covering injury to persons and/or property suffered by the Borough or a third party, as a result of operations under this permit by the Permittee or by any subcontractor. 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 contract, 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. The minimum limits of liability shall be:

- \$1,000,000 each occurrence for General Liability and Products/Completed Operations
- \$1,000,000 for Personal Injury/Advertising Liability
- \$2,000,000 Aggregate for Products/Completed Operations
- \$2,000,000 General Aggregate

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

The Haines Borough shall be named as an Additional Insured under all liability coverage’s listed above. The certificate must state, “The Haines Borough shall be named as Additional Insured with respect to any and all work performed for the Borough.”

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), 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.