

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS AGREEMENT is effective as of this ___ day of _____, 20___, by and between **NEWTON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, acting by and through its governing authority, the Newton County Board of Commissioners ("County"), and _____ [insert full legal name], a _____ [insert State where Consultant entity was formed (e.g., Georgia) and the type of entity (e.g., corporation, limited liability company, partnership, etc.)], ("Applicant"), collectively referred to as the "Parties."

WITNESSETH THAT:

WHEREAS, the Applicant desires to obtain a film and television production permit from the County; and

WHEREAS, a permit is required for any filming activity taking place within unincorporated Newton County; and

WHEREAS, the County requires that any applicant for a film permit sign an indemnification and hold harmless agreement for the benefit of the County; and

WHEREAS, the public interest will be served by this Agreement;

NOW, THEREFORE, for and in consideration of receiving a film and television production permit to film within unincorporated Newton County, together with other good and adequate consideration, the sufficiency of which is hereby acknowledged, the Applicant hereby covenants and agrees to take and assume all responsibility for any activity connected with the Applicant's filming within Newton County. The Applicant shall bear all losses and damages directly or indirectly resulting to it and/or the County on account of the performance or character of any production pursuant to the issuance of any film and television production permit. Applicant shall defend, indemnify and hold harmless the County and the County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents and volunteers (individually an "Indemnified Party" and collectively the "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the production referenced in the permit or operations by the Applicant, any subcontractor, anyone directly or indirectly employed by the Applicant or subcontractor or anyone for whose acts the Applicant or subcontractor may be liable, regardless of whether or not the act or omission is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the sole negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision. In any and all claims against an Indemnified Party, by any employee of the Applicant, its subcontractor, anyone

directly or indirectly employed by the Applicant or subcontractor or anyone for whose acts the Applicant or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Applicant or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of the permit, provided that the claims are based upon or arise out of actions or omissions that occurred in the connection of the production referenced in the permit.

APPLICANT:

By: _____
Its: _____

(Must be executed by the Location Manager or above)