

**NON-FILM SHORT TERM SURFACE USE
LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") is entered into as of the ____ day of _____ 2018, by and between _____, ("Producer") and **the CITY OF ALBUQUERQUE, a New Mexico municipal corporation** ("City").

RECITALS:

- A. City is the owner of the following described property located at _____, Albuquerque, Bernalillo County, New Mexico:
- B. Producer has requested City to grant Producer the right to use the Licensed Property as - _____ (base camp, crew parking, etc.).
- C. The parties desire to enter into an agreement whereby the City grants to the Producer a license to use the Licensed Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

- 1. Grant of License. The City grants to the Producer a license to use the Licensed Property solely for the purpose described in paragraph B. above.
- 2. Term. The term of this Agreement shall be for a period of time commencing on (start date and time) _____ and terminating on (end date and time) _____.
- 3. Compensation. The Producer agrees to pay the City a one-time payment of _____ payable upon execution of this Agreement.
- 4. Security Deposit. The Producer shall provide to the City, in a form acceptable to the Albuquerque Film Office, a security deposit of _____.
- 5. Compliance with Laws; Safety. Producer will use the Licensed Property at all times in compliance with all applicable federal, state and local laws and regulations and only after all necessary permits or licenses have been obtained. Producer will at all times use the Licensed Property in a safe manner, clean of debris and free of any objectionable noises, odors or hazardous wastes or substances as defined by federal and state law.
- 6. Indemnification. Producer will be fully responsible for the use of the Licensed Property under this Agreement and indemnifies and holds City harmless from any harm, damage, claim, loss or liability arising from the use by the Producer or its assignees of the Licensed Property and any portion thereof pursuant to the terms of this Agreement.
- 7. Liability Insurance. So long as Producer occupies the Licensed Property, Producer shall maintain liability insurance in the amount of \$1,000,000.00 per single occurrence and shall provide City with a

certificate of insurance listing City as an additional insured.

8. Termination/Removal of Property. Upon the expiration or other termination of this Agreement, Producer's right to use the Licensed Property shall cease, and Producer shall surrender and leave the Licensed Property in good condition except for normal wear and tear. If Producer fails to so remove its personal property, City shall have the option of removing Producer's property at Producer's expense.
9. Notices. All notices and other communications given as provided in this Agreement will be in writing, and, served by either hand delivery, telefax, or certified mail, return receipt requested, to the following addresses:

Producer:



City:

City of Albuquerque
Attn.: Film Office
P.O. Box
Albuquerque, New Mexico 87103

10. Waiver; Remedies. No waiver of any default as provided in this Agreement or delay or omission in exercising any right or power of Producer or City will be considered a waiver of any other default as provided in this Agreement. The exercise of or failure to exercise any one of the rights and remedies of Producer or City as provided in this Agreement will not be deemed to be instead of, or a waiver of, any other right or remedy as provided in this Agreement.
11. Compliance with Environmental Requirements and Indemnification. Producer will not cause, commit, permit or allow to continue: (i) any non-compliance with any environmental laws or regulations with respect to the Licensed Property or any use of or condition or activity at the Licensed Property; (ii) the generation, storage or use of any hazardous material at the Licensed Property, except for hazardous materials that are commonly legally used, stored or generated (and in such amounts commonly legally used, stored or generated) as a consequence of using the Licensed Property for its permitted purposes, but only so long as the use, storage or generation of such hazardous materials is in full compliance with all environmental laws and regulations; (iii) the treatment, disposal or unauthorized release of any hazardous material at the Licensed Property in any manner; (iv) any other activity which could create any unsafe or hazardous condition resulting from or related to hazardous materials at the Licensed Property; or (v) the attachment of any environmental lien to the Licensed Property. Producer acknowledges that hazardous materials may permanently and materially impair the value and use of the Licensed Property and shall perform all actions necessary to protect the fair market value of the Licensed Property from impairment as a result of hazardous materials. Producer hereby agrees to protect, indemnify, defend, release and hold the City harmless from and against, and reimburse the City on demand for, any and all losses, costs, liabilities (including strict liabilities), claims (including environmental claims), damages, expenses (including reasonable attorneys' fees incurred in connection with enforcing this provision), penalties or fines of any kind whatsoever paid, incurred or

suffered by, or asserted against, the City by any person in connection with, arising out of any environmental claims.

12. Entire Agreement. This Agreement constitutes the entire agreement of Producer and City relating to the subject matter hereof and supersedes all previous agreements, written or oral, between Producer and City on such subject.
13. Partial Invalidity. If any term of this Agreement, or the application of the term to any person or circumstance is, to any extent, invalid or unenforceable, the remainder of this License, or the application of the term to persons or circumstances other than those as to which the term is held invalid or unenforceable, will not be affected by the application, and each term of this Agreement will be valid and be enforced to the fullest extent permitted by law.
14. Miscellaneous. This Agreement is governed by and will be construed according to the laws of the State of New Mexico and binds the successors and assigns of the parties. This Agreement may be amended only in writing signed by both parties.

DATED:

CITY OF ALBUQUERQUE,
a New Mexico municipal corporation

By: _____
City of Albuquerque

PRODUCER:

By: _____
Its: _____