



Wilmette Park District – Gillson Park Commercial Use Permit and Contract

1200 Wilmette Ave Wilmette, IL 60091
847-256-9656

Note: The Wilmette Park District requires you to obtain insurance coverage for this event. The District will require you to provide a Certificate of Insurance listing the District as an additional insured, and also provide any and all endorsements to this policy. If these endorsements exclude the activities of your event, your application for a permit may be rejected. This documentation must be returned to the District no later than 72 hours before the event.

Date: _____
Name of Organization requesting permit: _____
Address: _____ Phone: _____
City: _____ Zip code: _____ Filming/Photography for: _____
Contact Person: _____ Position: _____
Products to be used in commercial (List name and description, use a separate page if necessary):

Number of people: Cast: _____ Crew: _____
Equipment/Vehicles to be used (be specific): _____

Area Requested: _____ Date Requested: _____
Time period for area use (be specific): From _____ To _____

1. Licensee shall obtain insurance of the types and in the amounts listed below.
 - a. **Commercial General and Umbrella Liability Insurance**
 - i. Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit not less than \$2,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location.
 - ii. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
 - iii. Licensor shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Licensor.
 - b. **Business Auto and Umbrella Liability Insurance**
 - i. Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos.
 - ii. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.
 - c. **Worker' Compensation Insurance**
 - i. Licensee shall maintain workers' compensation as required by statute and employers liability insurance. The commercial umbrella and/or employer's liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.
 - ii. If Licensor has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 10 under the Commercial General and Umbrella Liability Insurance required in the Agreement, the Licensee waives all rights against Licensor and its respective officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's work.
 - d. **General Insurance Provisions**
 - i. **Evidence of Insurance**
 1. Prior to beginning work, Licensee shall furnish Licensor with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.
 2. Failure of Licensor to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Licensor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Licensee's obligation to maintain such insurance.
 3. Licensor shall have the right, but not the obligation, of prohibiting Licensee or any of Licensee's contractors or subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Licensor.
 4. Failure to maintain the required insurance may result in termination of the Agreement at Licensor's option.
 - ii. **Contractors and Subcontractors**
 1. Licensee shall cause each contractor and subcontractor employed by Licensee to purchase and maintain insurance of the type specified above. When requested by the Licensor, Licensee shall furnish copies of certificates of insurance evidencing coverage for each contractor or subcontractor.



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2. This Location Agreement shall be between the Wilmette Park District ("Licensor") and _____ ("Licensee") regarding the premises generally described as follows (the "Premises"): _____
3. Licensor hereby grant to Licensee and any agent, licensee and/or assignee of Licensee ("Successor(s)") the right to use, photograph (including, without limitation, by means of motion picture, still or video device photography), reproduce and/or replicate the Premises, including, without limitation: both the real and personal property, both interior and exterior of the Premises; any name connected with the Premises and any names, trademarks, signs and identifying features thereof including the right to photograph, record and use any logos and verbiage contained on the Premises; the right to refer to the Premises or any part thereof by any fictitious name, and the right to attribute any fictitious events as occurring on the Premises. Licensor also grants to Licensee and its Successor access to and egress from said Premises with Licensee's personnel and equipment for the purpose of erecting and maintaining temporary motion picture sets, structures and equipment (to the extent required by Licensee), and of photographing said premises, sets and structures and/or recording sound for such scenes as Licensee may desire located at the Premises in any manner whatsoever.
4. Licensor warrants that Licensor is the owners of said Premises, that Licensor is fully authorized to enter into the Location Agreement and have the right to grant Licensee the use of said Premises and each and all of the rights herein granted and that no one else's permission is required.
5. Licensee may take possession of said Premise on or about _____ and may continue in possession thereof until the completion of all photographing and recording for which Licensee may desire the use of said Premises, estimated to require about _____ day(s) of photography, and total occupancy of approximately _____ Days. If due to the illness of actors, the director or other essential artists and crew, or weather conditions or any other occurrence beyond Licensee's control, Licensee is prevented from commencing work on the date designated above, or in the event of damage or imperfect film or equipment, the Licensee shall have the right to use the Premise at a later date to be mutually agreed upon, without additional charge.
6. Licensee agrees to pay for the rights and licenses granted herein (provided the Premises are actually utilized for photography), and as rental for said Premises. All charges shall be payable prior to the start of the work contemplated hereunder, unless specifically agreed to the contrary.

Commercial Use Fees

<u>Still Photography</u>		<u>Motion Photography</u>	
2 hours or less	\$125.00	2 hours or less	\$250.00
½ Day (4 hours)	\$150.00	½ Day (4 hours)	\$500.00
Full Day (4-8 hours)	\$225.00	Full Day (4-8 hours)	\$1000.00

7. The Licensee agrees to pay the current rate for extra detail Park District or Village personnel (e.g. Maintenance, Police, Fire, Public Works) assigned to the project.
8. If Licensee desires to photograph retakes or other scenes, Licensee may reenter upon and use said Premises for such period as may be reasonably necessary therefore, commencing at any time within 18 months after completion of principal photography on this location at a date(s) to be mutually agreed upon, and in such event the above rental rate (pro rata, if applicable) shall apply. Licensee shall promptly notify Licensor of its need to reenter and use said Premises prior to such use.
9. Licensee shall restore and leave said Premises in substantially as good condition or better as when received by it, excepting reasonable wear and tear and use of said Premises for the purposes herein permitted; and Licensee shall have the right to remove all of its sets, structures and other material and equipment from said Premises.
10. Licensee accepts the Premises "as is" and shall inspect all sites prior to and subsequent to each use to determine the suitability of the sights for any contemplated use and to identify any safety hazards. Licensee shall promptly advise the Licensor of any known hazards or defects to the premises or equipment.
11. Licensee shall comply fully and shall cause its officers, employees, agents, contractors, volunteers, students, and invitees to comply fully with all applicable federal, state, county and local laws, rules and regulations.
12. Licensor reserves the right to alter the terms and conditions of this license agreement, or to terminate this agreement for purposes deemed necessary for public safety or preservation of property or because Licensee has breached any of its obligations under this Agreement.
13. Licensee is solely responsible for providing any and all supervision and security services for any and all activities contemplated by this Agreement.
14. Licensee understands and agrees that Licensor is not responsible for any theft, loss, vandalism, or damage to Licensee's property or any non-park district property used in connection with this agreement.
15. To the fullest extent permitted by law, the Licensee shall indemnify and hold harmless the Licensor and its officers, officials, employees, volunteers and agents from and against any and all liability, claims, damages, losses and expenses, including, but not limited to liabilities, claims, damages, losses and expenses arising out of personal injury, property damage, invasion of privacy or other civil rights, defamation, copyright infringement, libel or slander, in connection with the exercise of the permission or rights herein granted; including, but not limited to reasonable legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from Licensees' work or rights granted by this Agreement; irrespective as to whether caused in part by any negligent act or omission of Licensor. 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 Paragraph.
16. THIS AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS APPLICABLE TO AGREEMENTS OF THIS NATURE, AND LICENSEE HEREBY CONSENTS TO THE JURISDICTION OF SAID STATE.
17. This Agreement is entered into as of the date indicated below, represents and the entire agreement between parties, and may be amended only in writing signed by the parties.
- 18.
19. I acknowledge that I will be required to provide a Certificate of Insurance, listing the Park District as an additional insured, and also provide any and all endorsements to the policy. This documentation must be returned to the Park District no later than 72 hour before the event.
- 20.
21. IN WITNESS HEREOF, the parties have executed this agreement as of the day and year first above written.
22. WILMETTE PARK DISTRICT

 Licensor, Wilmette Park District
 By: _____
 Its: _____
 Date: _____

 Licensee,
 By: _____
 Its: _____
 Date: _____