



CITY OF PALM DESERT
73-510 Fred Waring Drive
Palm Desert, CA 92260
Tel. 760-776-6477
Email: filmpermit@palmdesert.gov

HOLD HARMLESS AGREEMENT AND AGREEMENT TO PROVIDE INSURANCE COVERAGE

The parties to this Agreement made this _____ day of _____, 202_____,
are:

- 1) **CITY OF PALM DESERT** (hereinafter referred to as **(CITY)**, and
- 2) _____
(Name of Permit Applicant(s)) (hereinafter referred to as **APPLICANT(S)**).

WHEREAS, APPLICANT(S) proposes to perform professional filming, photographic or video graphic activities in the CITY OF PALM DESERT more particularly described as:

- Description of drone, film and photography activity(ies.)

At the following address or general location(s) within the city:

- Insert locations.

WHEREAS APPLICANT(S) proposes to apply to **CITY** for certain permits or licenses and approval as necessary to perform the permitted activity, including, but not limited to, encroachment permits, building permits, business licenses, zoning approval, as well as any other permits, licenses, and approvals:

WHEREAS, CITY proposes to provide, where appropriate certain permits, licenses, and approvals:

NOW, THEREFORE, the parties agree as follows:

(1) **CITY** shall provide, if and when appropriate under municipal, state, and federal law, certain permits, licenses, and approvals as necessary to permit the **APPLICANT(S)** to complete the above-described project or improvement.

(2) **APPLICANT(S)** hereby covenant, agree and warrant to indemnify and hold the **CITY** and property of the **CITY** free and harmless from any and all claims, losses, damages, injuries, and liabilities arising from the death of injury of any person or persons, or from the damage or destruction of any property or properties, caused by or connected with the performance of the project by **APPLICANT(S)**, or the agents, subcontractors or employees of **APPLICANT(S)**.

(3) **APPLICANT(S)** agrees, warrants, and covenants, at their own cost and expense, to procure and maintain during the construction of the project or improvement, and until all actions by the **CITY** have been completed (such as final inspections and/or all conditions required by said permit or license have been fully and completely complied with relating to said activity, project, or improvement), a Policy of Liability Insurance, adding the **CITY OF PALM DESERT, and its officers, officials, employees and authorized agents, shall be included as additional insured** by an endorsement to the policy with the following minimum requirements: \$1,000,000.00 combined single limit, and \$2,000,000.00 general aggregate for general liability or higher, if required by the City Risk Manager, and providing a copy of such endorsement to the **CITY**. Also required are Automobile Liability and Worker's Compensation and Employers' Liability. All forms must be submitted with the application. The **CITY** Risk Manager may waive all or part of these requirements for insurance when the Risk Manager finds it reasonable and appropriate to do so.

(4) **APPLICANT(S)**, prior to receipt of any permits, licenses, or approval of any type whatsoever from the **CITY**, shall deposit with the **CITY** all necessary certificates satisfactory to **CITY** evidencing such insurance and such endorsement.

(5) The parties do not intend by the Agreement to limit the **CITY's** authority and discretion to refuse, where appropriate, or condition, where appropriate, the granting of any permit, license, or approval to **APPLICANT(S)**.

BY: _____
APPLICANT(S)

DATED: _____
APPLICANT(S)

BY: _____
CITY OF PALM DESERT

DATED: _____
CITY OF PALM DESERT