

The Arts Commission of the Metropolitan Government of Nashville and Davidson County ("Metro") and the "Photographer" agree as follows:

1. Upon approval of this permit, Metro agrees to permit Photographer to engage in filming activities (the "Work") of _____ (the "Art") in Nashville, Tennessee and to bring to the Art such photographic and related equipment as necessary to conduct the Work and remove them after completion of the Work.
2. Photographer agrees to:
 - a. be liable for any damage or injury to persons or property relating in any way to the Work;
 - b. purchase, at its own expense from an insurance company licensed to do business in Tennessee, continuing public liability and property damage insurance with a single limit of not less than one million dollars, naming Metro as an insured, and to deliver to Metro a certificate of insurance demonstrating compliance with this paragraph prior to the Work;
 - c. indemnify, defend and hold harmless Metro, its officers, agents and employees from all claims relating in any way to the Work, including, without limitation, Metro's attorney fees and all claims or damages resulting from personal injuries or property damages or from Photographer's failure to observe all applicable laws and ordinances;
 - d. assume all risk and responsibility any dangerous or defective conditions on the grounds of the Art, whether known or unknown, and;
 - e. immediately terminate the Work and remove all persons and property associated with the Work if directed to do so by Metro;
 - f. Credit artist(s) and title of the "Art" as requested by Metro Arts.
- c) Metro agrees to:
 - a. Grant Photographer, its assigns, agents, licensees, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes containing the above described premises, all without inspection or further consent or approval by Metro of the finished product or of the use to which it may be applied
- d) The undersigned represents and warrants that:
 - (i) the undersigned has the full right and authority, either as owner or as agent of the owner, to grant the rights granted in this agreement;
 - (ii) the Material(s) are free and clear of any liens or other third party claims;
 - (iii) any such use as authorized herein will not give rise to any claims of infringement, invasion of privacy or publicity, claims for payment of any monies such as re-use fees or residuals, or any other claims; and

(iv) no third party permissions or licenses are required in connection with this agreement and/or any such use.

- e) This document sets forth the entire agreement of the parties.
- f) It is understood that the copyright to the "Art" is held by the Artist of the "Art" and not Metro.
- g) The individual executing this Agreement on Photographer's behalf affirms that he is authorized to do so.
- h) No modification of this Agreement shall be valid unless in writing and signed by Metro.
- i) This Agreement shall be governed by Tennessee law.
- j) Any suit relating in any way to this Agreement shall be brought in a court of competent jurisdiction in Davidson County, Tennessee.

Metro Arts

Photographer