

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
FILM/VIDEOTAPING PRODUCTION PERMIT

This Film Production Permit Agreement (“Permit”) is entered into between the South Florida Regional Transportation Authority (“SFRTA”), a body politic and corporate and an agency of the State of Florida pursuant to Chapter 343, Part II, Florida Statutes and _____ (“Permittee”).

This Permit may be granted and shall be used when a request is made for any filming/videotaping involving the use of any SFRTA owned or controlled real property or personal property as shown in Exhibit A (“SFRTA Property”). The Permit must be approved, in writing, by the SFRTA Director of Corporate and Community Outreach or his/her designee. Any reference herein to SFRTA approvals, shall mean the prior written approval of the Executive Director, SFRTA Deputy Executive Director of Administration or the Corporate and Community Outreach Manager or equivalent position.

The Permittee shall be granted a Permit for an event, subject to the requirements described herein including additional required items or information as determined solely by SFRTA.

The Permittee shall submit an application to SFRTA containing the information outlined herein, which shall be attached to the Permit.

The Permit application shall include a non-refundable Permit application fee for administrative costs associated with review of the Permit application. The Permit application fee shall be payable to SFRTA in the amount of One Hundred Dollars (\$100) (“Permit Fee”).

Permittee shall also provide SFRTA with a security deposit of _____ (\$_____) (“Security Fee”). The amount of the Security Fee shall be determined on a case-by-case basis depending on the nature of the event, and may, for good cause, be waived by SFRTA. In addition to the Permit Fee and Security Fee, the Permittee shall pay a “Use Fee” based on the administrative expense and impact of the event to SFRTA operations. The amount of the Use Fee shall be determined on a case-by-case basis depending on the nature of the event, and may, for good cause, be waived by SFRTA. The amount of the Use Fee shall be calculated no later than five (5) days after the submission of a fully completed application. The Use Fee and Security Fee shall be paid to SFRTA prior to the event. The Event (as defined herein) shall not occur (under any circumstances) until all fees have been received by SFRTA. No later

than thirty (30) after the conclusion of the Event, and provided SFRTA has not terminated the Permit for cause pursuant to paragraph 8 below, SFRTA shall either return to Permittee the Security Fee or provide Permittee written notice stating the reasons why all, or any portion, of the Security Fee is being retained by SFRTA. IF SFRTA retains any portion of the Security Fee, Permittee shall have five (5) days to object, in writing, to SFRTA. The matter shall be reviewed by the Executive Director within ten (10) days whose decision shall be final.

1. **Letter of Intent:** A letter of intent shall be prepared by the Permittee and attached to this Permit and shall contain the following:
 - a. Name and a detailed description of the event (the "Event").
 - b. The name, address, and telephone number of the Permittee and an alternative contact person.
 - c. If the Event proposed is to be sponsored by an organization, the name, address, and telephone number of the organization, and the authorized head of the organization.
 - d. The name, address, and telephone number of the person who will be present and in charge of the Event.
 - e. The nature, description, and purpose of the Event. Include information regarding what activities will be included, and the time frame of different activities.
 - f. The date and estimated starting and ending time of the Event.
 - g. Location or route. A diagram of the area involved and any areas including parking that will be closed during the approved Event ("Location"). Once the Location is approved by SFRTA (as evidenced by the issuance of the Permit, such Location shall be the SFRTA Property.
 - h. Estimated number of participants in the Event.

The placement, and estimated number of any materials to be brought to the Location which include but are not limited to: vehicles, animals, equipment, structures, barricades, cones, stages, booths, portable toilets, entertainment, water, first aid stations, etc.
 - i. A description of the type of security to be provided at the Event ("Security").
 - j. The Permittee shall be responsible for providing Security at all times during the Event and the manner described in Exhibit C.
 - k. The Permittee agrees to include at no cost to SFRTA and in a manner acceptable to SFRTA an acknowledgement or promotion recognizing Tri-Rail.

2. **Insurance:**

- i The Permittee shall provide to SFRTA evidence of the insurance coverage listed below in a form satisfactory to SFRTA at least ten (10) days prior to

commencement of the Event. SFRTA, in its sole discretion, has the authority to waive or supplement the insurance requirements in (i)-(III) below.

- ii Commercial general liability insurance coverage for any and all activities permitted hereunder in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, naming SFRTA, Florida Department of Transportation and CSX Transportation, Inc. as additional insureds.
- iii Workers' Compensation Insurance is to apply to all of the Permittee's employees participating in the Event and shall be in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include Employer's Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) per incident/accident.
- iv Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence combined single limit for Bodily Injury and Property Damage. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office.

3. **Compliance With Laws:** The Permittee shall comply with all appropriate and applicable rules, regulations, and laws in connection with the conducting of said Event, or any activities associated therewith. This Permit shall be in addition to all other permits that are or may be required for conducting the Event or any associated activity.

4. **Indemnification and Hold Harmless:** The Permittee shall indemnify and hold harmless SFRTA, Florida Department of Transportation and CSX Transportation, Inc., its appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of this Permit or occurring in connection with the Event and the operations of the Permittee or its officers, employees, agents, vendors, subcontractors, or independent contractors, excepting only such loss of life, bodily, or personal injury, or property damage solely attributable to the negligence or misconduct of SFRTA or its appointed officials, agents, and employees. The above provisions shall survive the termination of this Permit and shall pertain to any occurrence during the term of this Permit, even though the claim may be made after the termination hereof.

5. **Reimbursement of SFRTA's Costs:** Permittee agrees to pay the hourly cost recovery rate of all SFRTA personnel who are required by SFRTA to work hours or perform duties during or as a result of such Event. This includes, but is not

limited to, the cost of a designated SFRTA staff person to be present onsite during the duration of the Event or encroachment.

6. **Damage to SFRTA Property:** The Permittee shall reimburse SFRTA for the costs for any damages to SFRTA property in the vicinity of the designated site and route, caused by or arising out of the Event permitted hereunder, or the acts, or omissions to act, of persons participating in said Event. All signs or other markings placed in or upon SFRTA Property, as approved by SFRTA pursuant to Section 1.g above and including right-of-way in connection with said Event, shall be removed immediately following said Event.
7. **Miscellaneous and Additional Matters:** This Permit does not apply to privately owned property. Any use of privately-owned property must be approved by the party who owns the privately-owned property or is responsible for it. Additional or further matters not herein described or contemplated in connection with the Event permitted hereunder, shall not be effectuated without the prior written consent of SFRTA.
8. **Termination For Convenience or Cause:** This Permit may be terminated by SFRTA for convenience, upon seven (7) calendar days of written notice by SFRTA to the Permittee. In the Event that the Permittee abandons this Permit or causes it to be terminated, Permittee shall indemnify SFRTA against loss pertaining to this termination.

This Permit may be terminated by SFRTA for cause if the Permittee violates any material requirement of the Permit or creates a safety and/or security hazard (as determined solely by SFRTA), upon immediate verbal notice by SFRTA to the Permittee or upon no more than two (2) business days of written notice by SFRTA to the Permittee.
9. **Surrender Upon Termination:** Upon termination of this Permit, Permittee agrees to peaceably surrender and deliver the SFRTA Property to SFRTA in the same condition as it was delivered to Permittee at the commencement of this Permit. Furthermore, Permittee agrees to remove from the Premises at its expense, any personal property or inventory placed therein. Upon completion of such removal, the condition of the Premises shall be safe and not contain a hazard. Failure by the Permittee to surrender the SFRTA Property in the manner described in this section, as determined solely by SFRTA, shall result in SFRTA retaining the Security Deposit.
10. **Successors & Assigns:** All covenants, conditions, and provisions of this Permit shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, administrators, and permitted

assigns. Except as contemplated herein, the Parties expressly agree and acknowledge that this Permit does not and is not intended to grant to or create any rights in other persons as third-party beneficiaries or otherwise. Nothing herein shall be construed as consent by SFRTA to be sued by third parties in any matter arising out of this Permit. Furthermore, the Permit does not and is not intended to grant or to create any rights in or to the SFRTA Property, except for the limited use of the SFRTA Property as described in the Permit.

11. **Signatory Authority:** The Permittee shall supply SFRTA with copies of requisite documentation evidencing that the signatory for Permittee has the full right, power, and authority to enter into this Permit without the consent or approval, not already obtained, of any other entity. The Parties further represent and warrant that its signatory has full right, power, and authority to act on its behalf in entering into and executing this Permit.

12. **Merger; Amendment:** This writing constitutes the entire Permit between the Parties and supersedes any and all prior understandings between the Parties with respect to the subject matter, either oral or in writing. No waiver or modification of this Permit shall be valid or binding unless in writing and signed by both Parties.

13. **No Construction Against Drafting Party:** Each Party to this Permit expressly recognizes that this Permit results from the negotiation process in which each Party was represented by counsel (and if the Permittee did not have counsel, the Permittee acknowledges that it solely and voluntarily made that decision and waives any right to a defense against SFRTA on that basis) and contributed to the drafting of this Permit. Given this fact, no legal or other presumptions against the Party drafting this Permit concerning its construction, interpretation or otherwise accrue to the benefit of any Party to the Permit, and each Party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Permit.

14. **Governing Law and Venue:** This Permit has been executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Florida as currently exist and hereinafter in force. Permittee represents and agrees that it is familiar with all laws, ordinances, and regulations applicable to the supplies, products, equipment, software, or services to be furnished under the Permit. The Permit shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise by the laws of the state of Florida. Venue for any action arising from or related to the Permit shall be brought in a court of competent jurisdiction in Broward County, Florida.

15. Severability; Waiver of Provisions: Any provision in this Permit that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Permit.

16. Attorneys' Fees: In the event of any litigation or arbitration or other legal action pertaining to this Permit, the prevailing Party shall be entitled to recover from the non-prevailing Party reasonable attorneys' fees and reasonable court or arbitration costs. **IN THE EVENT OF ANY LITIGATION PERTAINING TO THIS PERMIT, BOTH PARTIES WAIVE THEIR RIGHTS TO A JURY TRIAL.**

17. Public Records: The Contractor shall comply with all of the applicable provisions of Chapter 119, Florida Statutes ("F.S."), including Section 119.0701, F.S.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, THE CONTRACTOR SHALL CONTACT SFRTA'S RECORDS CUSTODIAN AT 954-788-7919, barbosas@sfrta.fl.gov, 801 NW 33rd Street, Pompano Beach, FL 33064.

As required by law, the Contractor must comply with the following provisions;

- Keep and maintain public records required by SFRTA to perform the service.
- Upon request from SFRTA's custodian of public records, provide SFRTA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to SFRTA.
- Upon completion of the contract, transfer, at no cost, to SFRTA all public records in possession of the contractor or keep and maintain public records required by SFRTA to perform the service. If the contractor transfers all public records to SFRTA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public

records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to SFRTA, upon request from SFRTA's custodian of public records, in a format that is compatible with the information technology systems of SFRTA.

18. **Headings:** Headings herein are for convenience of reference only and shall not be considered in any interpretation of this Permit.

19. **Rights to Film:** Producer is the sole copyright owner and proprietor of all photos, recordings and footage filmed on the premises pursuant to this Permit and use, distribute in any manner all such footage as permitted by law.

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SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY, a body
politic and corporate and an agency of the State
of Florida created pursuant to Chapter 343,
Florida Statutes.

By:

SFRTA Deputy Executive Director of
Administration

_____ DAY OF _____, _____

Approved by General Counsel as to legal
form and sufficiency:

TERESA J. MOORE, Esq.
General Counsel

PERMITTEE:

ATTEST:

PRESIDENT OR VICE-PRESIDENT

WITNESS:

PRINT NAME

_____ DAY OF _____, _____

Exhibit A
SFRTA Property

Exhibit B
Permit Application

Exhibit C
Approved Security