

**PROPERTY USE AGREEMENT FOR FILMING &
RELEASE AND INDEMNITY**

In consideration of having been given the right to film or televise on the streets of _____ and or property (collectively “the Use Right”) on the lot located at _____, identified as Lot __, Block ___ (the “Property”, “or “facilities”) of the **BOROUGH OF LEONIA** (“the Borough”), for the undersigned Releasor’s operations and activities, the undersigned _____ (“the Releasor”) does hereby agree to:

- a) CONFORM to and obey any and all regulations of the Borough limiting and defining the Use Right including: (i) the total avoidance on the Borough premises of alcohol (ii) and the respectful and careful use of the Borough’s facilities and premises in an orderly and controlled manner so as to avoid disruption with or interference by noise or otherwise of other uses of the Borough facility, and (iii) restriction to the space and time limits and at the cost as covered by the Borough’s letter of permission to the Releasor for the use of the Borough’s premises. the Borough and the Releasor expressly understand and agree that the Property shall be used to film or televise on the streets and/or the Property and items related to the Releasor’s vehicles, equipment and ancillary material, in accordance with the times, locations and specified activities on the BOROUGH’s Film and Photography Permit.
- b) RELEASE The Borough and its elected officials, staff, employees, agents and representatives (collectively “the Releasees and Indemnities”) from any and all liability in respect of all claims of whatsoever description by the Releasor for personal or bodily injury and loss of or damage to the Releasor’s property or economic loss suffered by the Releasor that in any such case has in any way whatsoever been caused by or arisen out of the exercise of the Use Right, whether or not caused or contributed to by the fault or negligence of or breach of contract by any of the Releasees and Indemnities;
- c) INDEMNIFY the Releasees and Indemnities against any and all liability in respect of all claims of whatsoever description brought by any persons (“the Claimant(s)”) other than the Releasor (including, without limitation, persons invited onto the premises of the Borough in relation to exercise of the Use Right and persons comprised within the collective definition of the Releasees and Indemnities) for personal or bodily injury and loss of or damage to the Claimant(s) property or their economic loss that has in any such case and in any way whatsoever been caused by or has arisen out of the exercise of the Use Right; and

- d) PROVIDE a certificate of comprehensive general liability insurance as a condition of the exercise of the Use Right whereby the Releasees and Indemnities are added as named insureds to the policy insuring the Releasor, as well as the Releasees and Indemnities, against all risks of personal or bodily injury and property damage and loss and consequential loss arising out of the exercise by the Releasor (and indirectly by persons invited onto the Borough's premises by or for the Releasor) of the Use Right on the basis that such insurance.

- e) The Borough reserves the right to immediately cancel or interrupt the filming and/or televising if the foregoing is not adhered to or if the Borough determines that a situation that might lead to personal injury, property damage or violation of law exists.

DATED this _____ day of _____, in the year of 2026

Borough of Leonia

Releasor