

## FILM ACCESS LICENSE AGREEMENT

THIS FILM ACCESS LICENSE AGREEMENT (“Agreement”) is made as of \_\_\_ day of \_\_\_, \_\_\_\_\_ between MB Real Estate Services, INC as Property Manager and agent of Maggie Daley Park on behalf of the Chicago Parks District (Grantor”) and \_\_\_\_\_ (“Grantee”).

### RECITALS:

A. Grantor controls that certain real estate commonly known as 337 E. Randolph St., Chicago, Illinois, which is known as Maggie Daley Park (“Facility”);

B. Grantee has submitted the Application for License to Film at Maggie Daley Park (the “Application”), which is incorporated herein by reference as though fully set forth herein as Exhibit A, for a temporary license to permit Grantee access upon and onto the Facility;

C. Grantee desires Grantor’s agreement to permit access on or about the area or areas of the Facility as described and/or depicted on the Application which consists of Maggie Daley Park, The Fieldhouse, Ice Ribbon Cancer Survivors’ Garden and all surrounding areas, with a crew of no more than \_\_\_\_\_ persons for the purpose of filming, photographing or other graphic display or depiction (the “Use”);

D. The foregoing is agreeable to the Grantor on the conditions set forth below; and

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **License.** Grantor hereby grants to Grantee, its employees, agents, independent producers, suppliers, and contractors a revocable, limited, temporary license (the “License”) permitting Grantee access upon and onto the License Area of the Facility for the sole purpose of the Use on the following dates and at the following times:

**Date(s) of Use:** \_\_\_\_\_

**Time(s) of Use:** \_\_\_\_\_

**Term(s) of Use: (please outline, in as much detail as possible, photography and videography plans, including the capture of footage by drone or other aerial tactics):**

2. **Fees.** Grantee shall pay the Grantor the following sums, based upon the amounts and rates as set forth in the Application, for the access being granted hereunder:

(a) Access Fee	\$ 500/hour
(b) Reimbursement Fees	\$ TBD
Total	\$ TBD

3. **Payment of Fees.** Grantor will determine the estimated amounts of the Access Fee and Reimbursement Fees (as summarized in the Application) prior to commencement of the Use. Grantee shall deposit with the Grantor 50% of the total estimated costs within 48 hours after the Application has been approved, provided, however, that the estimated fee must be paid in any event no later than the commencement of the Use. The balance of the estimated fees, plus any additional costs, will be paid to Grantor within ten (10) days after Grantor has issued the final bill to the Grantee.

4.. **Prorations.** It is expressly understood that the Access Fee and Reimbursement Fees as set forth above shall be ratably prorated by Grantor within [three (3) business days] following the expiration or termination of the License. The Access Fee shall be prorated based upon a Full Day (12 Hour) Rate of \$6,000 per day with a minimum charge of \$500. The costs for Reimbursement Fees shall be prorated to reflect the rates specified in the Application for the actual number of hours or days of Use of the License Area by the Grantee. The ratably adjusted rates will include minimum total hours required by collective bargaining agreements with each respective trade.

5. **Termination.** It is expressly understood that the License shall terminate on the date specified in Section 1 of this Agreement unless Grantor has agreed, in writing, to an extension of the License prior to the expiration thereof. Notwithstanding the foregoing, Grantor in its sole discretion may terminate the License if Grantee fails to comply with the conditions set forth in the Application or the terms of this Agreement.

6. **Property Condition.** Grantee agrees to exercise due care and caution in order to protect the Facility and the improvements thereon against any damage that may result directly or indirectly from the acts or omissions of grantee, its employees, agents, independent producers, suppliers, and contractors, and agrees to return the Property to its original state after the termination of access granted hereunder, reasonable wear and tear excepted. In addition, Grantee agrees that: (a) Grantor will provide security during its access to the Facility at Grantee's expense; and (b) that it will cause as little disruption to the operation of the Facility as possible during its Use

7. **Indemnity.** Grantee shall at all times, and under all circumstances, defend, indemnify, protect and save harmless, grantor, its successors and assigns, from and against any and all damages, losses, claims, demands, actions and causes of action whatsoever (including any reasonable costs, expenses and reasonable attorney's fees which may be incurred in connection therewith) whether or not the claim, demand or action asserted be meritorious, and which results from or is alleged to result from, or which arises out of or in connection with, or is alleged to arise out of or in connection with the acts or omissions of grantee, its employees, agents, independent producers, suppliers, and contractors and the access granted under this Agreement. The foregoing defense, indemnification and save harmless obligation of the Grantee shall not extend to any damages, losses, claims, demands, actions and causes of action whatsoever for which Grantor, its successors and assigns may cause and arising from any acts or omissions outside of the scope of any immunities available to it under any applicable state or federal laws (e.g, fraud, willful misconduct) as determined by a court of competent jurisdiction. Further, the Grantee's obligations under this Section 7 shall not serve to limit any remedies that the Grantee would otherwise have ability to seek redress for pursuant to state or federal law against the Grantor, its successors or assigns.

8. **Insurance.** Prior to the Use of the Facility the Grantee shall provide Grantor, evidence of insurance as provided in Exhibit B attached hereto, which is incorporated by reference as though fully set forth herein, naming the Chicago Parks District and MB Real Estate Services, INC, as additional insureds.

9. **Condition of Property.** Grantee understands that any access upon and onto the Facility pursuant to this Agreement is temporary and only for the Use specified herein, and is not a grant of easement, permanent possession, or any other interest in the Facility.

10. **Copyrights.** As between the parties, the Grantor acknowledges and agrees that Grantee, does and shall own any copyright, and all rights subsumed thereunder, in and to the photo and video captured. In addition all photo and video captured will be shared at the request of MB Real Estate Services, INC, and the Chicago Park District.
11. **Independent Contractor.** It is specifically agreed that the Grantee and his/her representative or agent in fulfilling the terms and conditions of this Agreement are acting as independent contractors and not as agents or employees of the Grantor. It is further understood that the Grantee agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to federal, state and local laws, and all will comply with all requirements concerning social security, employee compensation, unemployment insurance and contributions and income taxes.
12. **Governing Law.** The laws of the State of Illinois shall govern this Agreement.
13. **Compliance with Laws.** Grantee shall comply with all federal, state and local laws during the term of this Agreement.
14. **Default.** If the Grantee fails to observe or comply with any provision of this Agreement, the Grantor may, after two (2) days prior written notice to the Grantee and without any prejudice to any other right or remedy Grantor may have at law and/or equity, terminate this Agreement.
15. **Entire Agreement.** This Agreement, including exhibits, constitutes the entire Agreement and understanding among the parties and supersedes all prior agreements, oral or written. Any change, amendment or modification of this Agreement must be in writing and signed by all parties to this Agreement in order to be effective.
16. **Waiver.** The waiver by the Grantor or Grantee of any breach of this Agreement shall not constitute a waiver as to any succeeding breach.
17. **Authority.** The representative of the Grantee signing this agreements warrants that he or she is a properly authorized representative having complete and full authority to commit the Grantee to all terms and conditions of this Agreement.
18. **Assignment and Third Party Beneficiary.** This Agreement is not assignable, and is not intended and shall not be construed as to grant or confer any rights, causes of action or remedies to any person or corporate entity as a third party beneficiary under any applicable laws.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first set forth above.

**GRANTOR:**

**GRANTEE:**

MB Real Estate Services, INC  
as Property Manager and Agent  
for Maggie Daley Park

By: \_\_\_\_\_

By: \_\_\_\_\_



# EXHIBIT A (APPLICATION)

## APPLICATION FOR LICENSE TO FILM AT MAGGIE DALEY PARK AND THE CANCER SURVIVORS GARDEN (PRINT OR TYPE)

INSTRUCTIONS: PLEASE READ CAREFULLY: (1) Applicants must furnish all information requested in the application. (2) The application must be signed by the applicant, or where the application is a corporation or other group a person duly authorized to sign on the group's behalf. (3) Applicants and all persons engaging in the use of Maggie Daley Park and/or The Cancer Survivors Garden must obey all Federal and State criminal laws. (4) The application should be filed no more than 365 days and **no fewer than 30 days before the proposed use or activity.** (5) The application must be filed with the Facility Office, MB Real Estate Services, INC, Maggie Daley Park, 337 E. Randolph St., Chicago, Illinois 60601  
Attn: Emily Bennett, Phone: (312) 552.3000 Email: ebennett@mbres.com

Name of Applicant: \_\_\_\_\_  
(Organization/Agency)

Address of Applicant: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City) (State) (Zip)

Date of Application: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
(Print Name)

Day Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

DATE(S) OF LICENSE: \_\_\_\_\_

Hours: Begin @ \_\_\_\_\_ M and end at \_\_\_\_\_ M

Set Up/Dismantle: Begin @ \_\_\_\_\_ M and end at \_\_\_\_\_ M

LOCATION REQUESTED: \_\_\_\_\_

DESCRIPTION OF PROPOSED USE (Lay-out diagram must accompany application) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF THE FILM PROJECT (Please provide a brief overview of the film/shoot) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



WILL LABOR, UTILITIES, FACILITIES OR EQUIPMENT BE NEEDED? If so, describe in detail what you will need:

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

LIST OF EQUIPMENT BEING BROUGHT IN: \_\_\_\_\_

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

SIZE OF CREW: \_\_\_\_\_

\_\_\_\_\_
\_\_\_\_\_

WILL THERE BE ANY SET CONSTRUCTION (if so please describe): \_\_\_\_\_

\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

REIMBURSEMENT:

Applicant hereby agrees to reimburse MB Real Estate for any expenses incurred in connection with providing labor, equipment and utilities requested by the applicant or cleaning up or restoring, and repairing the premises occasioned by any use or activity carried on by applicant or those authorized under applicant's license. MB Real Estate will determine the amount of payment and collect a 50% deposit of the total payment within 48 hours after applicant has received the approved license and no later than the start of the filming. The 50% balance plus any additional costs will be due within 10 days after applicant has received final bill from MB Real Estate.

Estimated cost of reimbursement: (Labor, utilities and equipment)

\$ \_\_\_\_\_ Check No. \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant declares that all of the information set forth in this application for license is true and complete to the best of his or her belief.

SIGNATURE OF APPLICANT: \_\_\_\_\_

(If the application is an organization or group, attach documentation showing that the person executing this application has authority represent the sponsoring organization or group.)



NOTICE: NO VEHICLES WILL BE PERMITTED ON THE PLAZA FOR ANY PURPOSE INCLUDING MANEUVERING, LOADING AND UNLOADING.

REVIEWED AND APPROVED: \_\_\_\_\_

Marketing & Events Manager  
Maggie Daley Park  
MB Real Estate Services, INC

DATE: \_\_\_\_\_

OFFICE USE ONLY

- ( ) Signatures
- ( ) Reimbursement Agreement
- ( ) Certificate(s) of Insurance
- ( ) Lay-out or Diagram

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

FEES

Fee	Rate
Filming Fee	\$6,000 (Per Day) or \$500/hour
Reimbursement Fees	Rate
Custodian Service	\$17.75 Per Hour (Straight Time)
Electrician Service	\$150.50 Per Hour (Straight Time)
Security Service	\$20.80 Per Hour (Straight Time)

NOTES ((PLEASE READ)):

1. Applicants should also contact the City of Chicago’s Department of Cultural Affairs and Special Events (DCASE) and the Chicago Film Office at 312-744-3315 with filming requests.
2. Any filming within the building needs to be coordinated with the building tenants. Please be aware that requests cannot be approved without tenant approval.
3. The Chicago Park District (CPD) and Property Manager (MB Real Estate) reserve the right to require the organizer/applicant to provide additional or clarifying information prior to making a final decision on any license application. PLEASE DO NOT MAKE ANY ARRANGEMENTS FOR YOUR FILM/SHOOT UNTIL APPROVAL FROM PROPERTY MANAGER HAS BEEN RECEIVED.
4. Fees are determined by the Property Manager based on the services requested.
5. Insurance requirements may vary depending on the nature of the production.



**Exhibit B**

**POLICY LIMITS – MINIMUM LIMITS**

**COMMERCIAL GENERAL LIABILITY INSURANCE**

Combined Single Limit	\$1,000,000.00 Per Occurrence
Bodily Injury & Property Damage	\$2,000,000.00 Aggregate Limit
	\$2,000,000.00 General Aggregate

**General Aggregate Limit must apply per Project or per Location.**

Products/Completed	\$2,000,000.00 Aggregate Limit
Operations	\$2,000,000.00 Aggregate Limit
Personal Injury & Advertising Limit	\$2,000,000.00 Aggregate Limit

**UMBRELLA LIABILITY INSURANCE**

Umbrella Liability Policy	\$5,000,000.00
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**EXCESS (UMBRELLA) LIABILITY INSURANCE**

Limit of Liability no less than	\$5,000,000.00
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**WORKERS COMPENSATIONS**

**For Coverage A (statutory limits) and Coverage B, Employer's Liability with limits of:**

Bodily Injury by Accident for Each Accident	\$500,000.00
Bodily Injury by Disease for Policy Limit	\$500,000.00
Bodily Injury by Disease for Each Employee	\$500,000.00

**COMPREHENSIVE AUTOMOBILE LIABILITY**

**Insurance which shall include all owned, leased, hired or non-owned vehicles with limits of liability as follows:**

Bodily Injury and Property Damage	\$1,000,000.00
Each Occurrence	\$1,000,000.00

**ADDITIONAL INSUREDS with respects to the General Liability and Auto Liability Coverage, Umbrella follows form:**

Chicago Park District  
MB Real Estate Services, Inc.

**CANCELLATION POLICY:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**CERTIFICATE HOLDER**  
MB Real Estate Services, Inc.  
Maggie Daley Park  
337 E. Randolph Chicago, IL 60601

**EMAIL CERTIFICATES OF INSURANCE TO: [EBennett@mbres.com](mailto:EBennett@mbres.com)**