

TOWN OF OLIVE CONTRACT FOR TRAFFIC CONTROL SERVICES

THIS AGREEMENT is made the ____ day of _____, 20__ , by and between the Town of Olive, a governmental subdivision of the State of New York, maintaining its offices at 45 Watson Hollow Road, P.O. Box 180, West Shokan, New York, 12494, hereinafter referred to as the "Town"; and _____ with offices at _____, (hereinafter referred to as "the Company").

WHEREAS, the Town has and maintains Olive Police Department (here referred to as the "Department"); and

WHEREAS, the Department has the authority to direct and control vehicular traffic upon highways located within the Town of Olive; and

WHEREAS, in certain circumstances, the Department may be called upon to expend additional services in the form of traffic direction and control in the performance of its obligation to protect the health, safety and welfare of vehicles and pedestrians on such highways owing to the happening of particular events or during particular times of the year during which such traffic control is necessary; and

WHEREAS, under such circumstances, the Town is entitled to enter into traffic control agreements with private entities requiring such services and to enter into agreements for compensation to defray the costs of such services; and

WHEREAS, the Company desires to enter into such an agreement for such services during a definite term;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. SERVICES PROVIDED BY THE DEPARTMENT: Subject to the further terms of this agreement, the Department shall provide traffic control and direction at certain specified locations and during specified times at locations shown on the attached location list from _____, 20__ through _____, 20__ between the hours of approximately ____ a.m. and ____ p.m. of each day provided, however, that such services shall be furnished in the sole and absolute discretion of the Department regarding the activities of the Company and without limitation of its general police obligation to protect and to preserve the general welfare of the Town of Olive.

Production Requests Road Access to:

2. PERSONNEL, TRAINING AND EXPERIENCE: The Department will provide two (2) qualified police personnel and equipment necessary to provide such service which, at all times, shall be under the exclusive authority, direction and control of the Department. The Department may provide such additional personnel as may be reasonably required by the Company in the course of and at the locations to be utilized in the course of production.

3. INSURANCE AND INDEMNIFICATION: The Company shall carry primary and non-contributory commercial general liability insurance coverage. The Town shall be named as an additional insured by using endorsement CG2026 or equivalent with coverage in at least the following amounts:

- Bodily Injury Liability Insurance in an amount not less than one million and 00/100 (\$1,000,000.00) dollars for each occurrence, and in an amount not less than one million and 00/100 (\$1,000,000.00) dollars general aggregate.
- Property damage liability insurance in an amount not less than one million and 00/100 (\$1,000,000.00) dollars for each occurrence and in an amount of not less than one million and 00/100 (\$1,000,000.00) dollars general aggregate.

Failure of the Company to obtain such insurance constitutes a material breach of contract. Additionally, the Company will hold the Town harmless from and indemnified against any and all liabilities, injuries and/or

damages sustained, including attorney's fees, in whole or in part, as the result of any negligent acts or omissions of the Company, its members, agents, servants, employees and invitees committed at any time during which the Department is acting in the performance of its official duties except to the extent caused by the negligence or willful misconduct of the Town or the Department. At the Town's request the Company shall provide a copy of the declaration page of the liability policies with a list of endorsements and forms.

4. BILLING SERVICES: The Town authorizes the Department to maintain an efficient process for keeping records of its services rendered in the performance of this agreement and to provide to the Company statements for the charges to be paid, which said statements shall be promptly paid.

5. COMPENSATION FOR SERVICES: The Company shall compensate the Town for each officer's service at that officer's regular or overtime rate with benefits, as the case may be, plus an additional 9.4% overhead charge on the total billing statement rendered. For purposes of clarity, the Town and /or Department, as applicable, shall be solely responsible for payment of all unemployment, disability insurance, social security, income tax and other withholdings, deduction and payments requested by law and shall have the obligations of an employer with respect thereto (including, without limitation, worker's compensation insurance). The Town and/or Department, as applicable, shall observe all other legal obligations of employers in connection with the officer's services herein.

Traffic Control Services requires the use of two (2) Olive Police vehicles provided by the Department in addition to Department personnel. Vehicles are to be used for traffic control only, operated only by Department employees, and not for use as in-picture film vehicles. The Company will compensate the Town for the two Department vehicles at a rate of \$150/day for each day of use and subject to the 9.4% overhead charge.

6. TERM: This Agreement shall be for pre-arranged times and dates as arrived at between the Department and the Company during the term of this agreement:

a) Service to be provided on a particular day may be cancelled at the option of the Company provided that notice of such cancellation shall be given in person or by telephone to the Department not later than ten (10) hours prior to the scheduled start time on the day that such service is to be performed. Four hours of compensation is required for Department officers if cancellation occurs less than ten hours before the designated start time.

b) Following commencement of service on a particular day, the Company shall be entitled to cancel such service for the remainder of that day due to weather or traffic conditions provided, however, that the Company shall be obligated for the payment of a minimum of eight (8) hours of service for Department officers on the date of such cancellation.

7. NO ASSIGNMENT: Neither party may assign this Agreement nor shall either party assign any of its obligations to perform hereunder, it being the understanding and agreement between the parties that this Agreement and the services and other obligations to be performed hereunder constitutes a contract with the municipal government for specialized services. Notwithstanding the foregoing, the Company shall have the right to assign this Agreement in order to effectuate the production, distribution and/or exploitation of Company's motion pictures.

8. NOTICES: Any notices required to be given to parties pursuant to this Agreement shall be in writing and delivered in person or mailed by certified mail, with return receipt requested, addressed in the case of the Town to the Supervisor of the Town of Olive, and in the case of the Company, at the addresses set forth at the beginning of this Agreement.

9. EARLY TERMINATION: In the event that the parties shall have problems or disagreement with respect to the services to be performed pursuant to this Agreement, the parties agree that they shall undertake reasonable efforts to bring such difficulty to the attention of the other and to compromise such difficulties between themselves and/ or in conference with their respective attorneys and, in the event that the parties cannot reach a satisfactory compromise or resolution, then it is represented and agreed that each party to this

Agreement has reserved the right to terminate this Agreement upon written notice to the other party and, upon the giving of such notice, the date set forth in such notice shall be deemed to be the termination date.

a) Nothing in the foregoing Agreement shall be deemed to limit, restrict or otherwise impair the obligations which the Department has to the persons and /or property within the governmental units which they serve and, consistent with such representation, the Department shall be entitled to terminate this Agreement immediately and at any time in the event that its performance adversely affects the public health, safety and/or welfare.

10. COMPLIANCE WITH LAWS: This Agreement is intended to comply in all material respects with the laws and regulations governing the establishment and operation of the Olive Police Department and shall be governed by the laws of the State of New York.

11. INVALIDITY OF PROVISION: If any provision of this Agreement or the application of any provision hereof to any person or circumstance is held in valid, the remainder of this Agreement and the application of such provision to other persons and circumstances shall not be affected unless the invalid provision substantially impairs the benefits of the remaining portion of this Agreement.

12. MODIFICATION OF AGREEMENT: Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing signed by each party or any authorized representative of each party.

13. HEADINGS: The headings of the sections hereof are inserted for convenience only and in no way define, limit or prescribe the intent of this Agreement.

14. BINDING AUTHORITY: The member(s) of the company signing below represent that such member(s) has full authority to enter into the foregoing agreement on behalf of the Company, knowing that the Town will rely thereon.

15. REMEDIES: The Town's and Department's sole remedy for a breach of this Agreement by Company shall be limited to an action at law for money damages, if any. The Town and the Department shall not have the right to seek to enjoin, restrain or otherwise interfere with the production, distribution, exhibition or other exploitation of any of Company's motion pictures or the advertising or publicity in connection therewith.

IN WITNESS WHEREOF, the parties have caused this Agreement to be approved by their respective governing bodies as of the date and year first above written.

Town of Olive
Town

Signature

Name

Town Supervisor
Title

Date

845-657-8118
Contact Info

Company

Signature

Name

Title

Date

Contact Info