**About Your Production:**

Application Date: Production Dates:

Start Time: End Time:

Primary Contact & Title:

Production Title:

Company Name:

Address:

Office Telephone Number: Cell:

Email Address:

Onsite Contact & Title:

Onsite Contact Number:

**Location:**

🞏 Indian Canyons 🞏 Agua Caliente Casino Palm Springs

38-520 S. Palm Canyon Dr., Palm Springs, CA 401 E. Amado Rd., Palm Springs, CA

🞏 Tahquitz Canyon/Tahquitz Visitors Center 🞏 Agua Caliente Casino Cathedral City

500 W. Mesquite Ave. Palm Springs, CA 68-690 E. Palm Canyon Dr., Cathedral City, CA

🞏 Indian Canyons Golf Resort 🞏 Agua Caliente Fuel

1097 E. Murray Canyon Dr., Palm Springs, CA 32-279 Bob Hope Dr., Rancho Mirage, CA

🞏 Agua Caliente Casino Rancho Mirage 🞏 The Spa at Séc-he

32-250 Bob Hope Dr., Rancho Mirage, CA 200 E. Tahquitz Canyon Way, Palm Springs, CA 92262

🞏 Other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**About Your Shoot:** (Check all that apply.)

🞏Still Photography 🞏Video 🞏Both 🞏Drone

🞏Feature Film 🞏TV 🞏Commercial 🞏Catalogue 🞏Documentary

🞏Educational Project 🞏Corporate 🞏Music Video 🞏Editorial 🞏Audio

Do you plan on having food onsite? 🞏Yes 🞏No Do you plan on having animals onsite? 🞏Yes 🞏No

**Project Summary/Special Requests**: (Be specific about the nature of the anticipated production. The Tribe reserves the right to deny any application that proposes a shoot for a production that is not in keeping with the Tribe’s nature and values.)

**Vehicles/Equipment**: (Please specify the number of each item.)

🞏Generators 🞏Vehicles 🞏Motor Homes 🞏Large Vehicles 🞏Portable Outhouse 🞏Other Vehicles:

**People Count**: (How many of each?)

\_\_\_\_\_Crew \_\_\_\_\_Talent \_\_\_\_\_Equipment Operators \_\_\_\_\_Other: (Specify)

**STANDARD FILM PERMIT PROVISIONS**

If Tribe approves the film permit application, Tribe is granting Applicant and its employees, contractors, and agents the temporary, revocable, and non-exclusive right to enter the Location solely to conduct the activities identified in this film permit application. As a condition of Tribe’s approval of the film permit application, which, upon approval, becomes the film permit, Applicant agrees to be bound by and comply with Tribal law and the following film permit provisions:

1. Applicant represents that it (and its successors, assigns, and licensees) will be the owner of all right, title, and interest of every kind in and to all photographs, video and audio recordings, and other depictions made hereunder in any and all media and formats whether now or hereafter known or devised (the "**Recordings**"), in perpetuity throughout the universe, and agrees to use the Recordings solely for the purposes listed in this film permit, including the right to exploit the Recordings in connection with the Production and advertising and promotion for the Production, in any and all media and formats and by any and all technologies and means of delivery whether now or hereafter known or devised, throughout the universe. Applicant acknowledges and agrees that Applicant (and its successors, assigns, and licensees) must obtain prior written permission from Tribe to use the Recordings in any way that deviates from the purposes listed in this film permit.
2. Applicant waives all claims against the Agua Caliente Band of Cahuilla Indians, its officers, employees, agents, and representatives, for loss or damage caused by, arising out of, or in any way connected with the exercise of the film permit. Applicant hereby agrees to indemnify, defend, and hold Tribe, its officers, employees, agents, and representatives harmless from and against any and all losses, damages, or claims, causes of action, costs, liabilities, penalties, judgments, and expenses, including, without limitation, defense costs and reasonable legal fees, resulting from any and all claims or damage of any nature, including any accident, loss, or damage to persons or property which Tribe may incur and which arise from or relate to any activity conducted by Applicant or any of its officers, employees, agents, and representatives, contractors, consultants, or students in connection with the rights granted in the film permit. Prior to conducting the activities identified in the film permit application, Applicant hereby agrees to obtain, and maintain in effect for the duration of the activities, the policies of insurance that comply with the Tribal Insurance Requirements, which are attached hereto and incorporated herein by this reference. Applicant hereby agrees to name Applicant as the named insured and name Tribe as an additional insured via a blanket endorsement.
3. Tribe shall have the privilege of inspecting the location covered by the film permit at any or all times. Applicant hereby agrees that Applicant and its officers, employees, agents, and representatives, in exercising its rights under the film permit, are acting in an independent capacity and not as officers, employees, agents, or representatives of Tribe. Tribe may terminate the film permit at any time and for any reason. No alteration or variation of the terms of the film permit shall be valid unless made in writing and signed by Tribe.
4. Applicant shall compensate Tribe for any loss or damage to Tribal property caused by Applicant. Applicant hereby agrees to clean and restore Tribal property to its original condition prior to use as a location site. Applicant hereby agrees to comply with all the rules and regulations of the facility or institution subject to the film permit. Applicant hereby agrees to obtain prior Tribal approval for deviations from the information provided in this film permit application and understands that failure to comply with the film permit provisions may result in termination of the film permit and exclusion from the Agua Caliente Indian Reservation.
5. Tribe makes no representation or warranty as to the condition of any Tribal property or facilities used by Applicant and it is the responsibility of Applicant to fully inspect all such property and facilities to determine their condition prior to their use, and in going forward, assumes all risks association with the condition of the property or facilities.
6. No provision of the film permit is in any way intended to constitute a waiver by Tribe (or any agency, department, or subdivision of Tribe to which sovereign immunity is applicable) of any immunities from suit or from liability that the foregoing may have by operation of law. Applicant hereby expressly consents to the personal and subject matter jurisdiction of the Agua Caliente Tribal Court.
7. Tribe’s approval of the film permit is only effective for the timeframe indicated on the face of the film permit application.

Agreed and Accepted by:

 Applicant/Agent Date

**Contact Information**:

Kate Anderson, Director of Public Relations

Phone: 760-699-6925 Fax: 760-699-6802 Email: kanderson@aguacaliente-nsn.gov

|  |  |
| --- | --- |
| Total: | $ |

Reviewed by:

On:

**FOR OFFICE USE ONLY**

Permit Effective: through

Approved by:

 Kate Anderson, Director of Public Relations

**\*Additional Conditions of Approval:**

**\*In the event of a conflict between the Standard Film Permit Provisions and these Additional Conditions of Approval, these Additional Conditions of Approval shall supersede and govern this Film Permit.**

🞏 Fees Paid 🞏 Certificate of Insurance