

Street Use Permit Application

Permit # 17-01

Lancaster County
 555 S. 10th Street, Lincoln, NE 68508-3995
 Main: 402-441-7447 • Fax: 402-441-6301

Street Use Address W Bennet Road BETWEEN SW 86th + SW 72nd Legal Description

Nature of Use Television Commercial for Pfizer / Lyrica

Applicant Name (Contractor) John Myers Email Address jmyers@ringoffire.com

Applicant Address ring of fire inc., studio A, 1702 Olympic Blvd., Santa Monica, CA 91301 Phone # 310-966-5055 ext.1

Sidewalk Space: Number of Days From: To:

Ft. x Ft. = Sq. Ft. = \$ WAIVED

Ft. x Ft. = Sq. Ft. = \$ WAIVED

Street Use: Number of Days From: To:

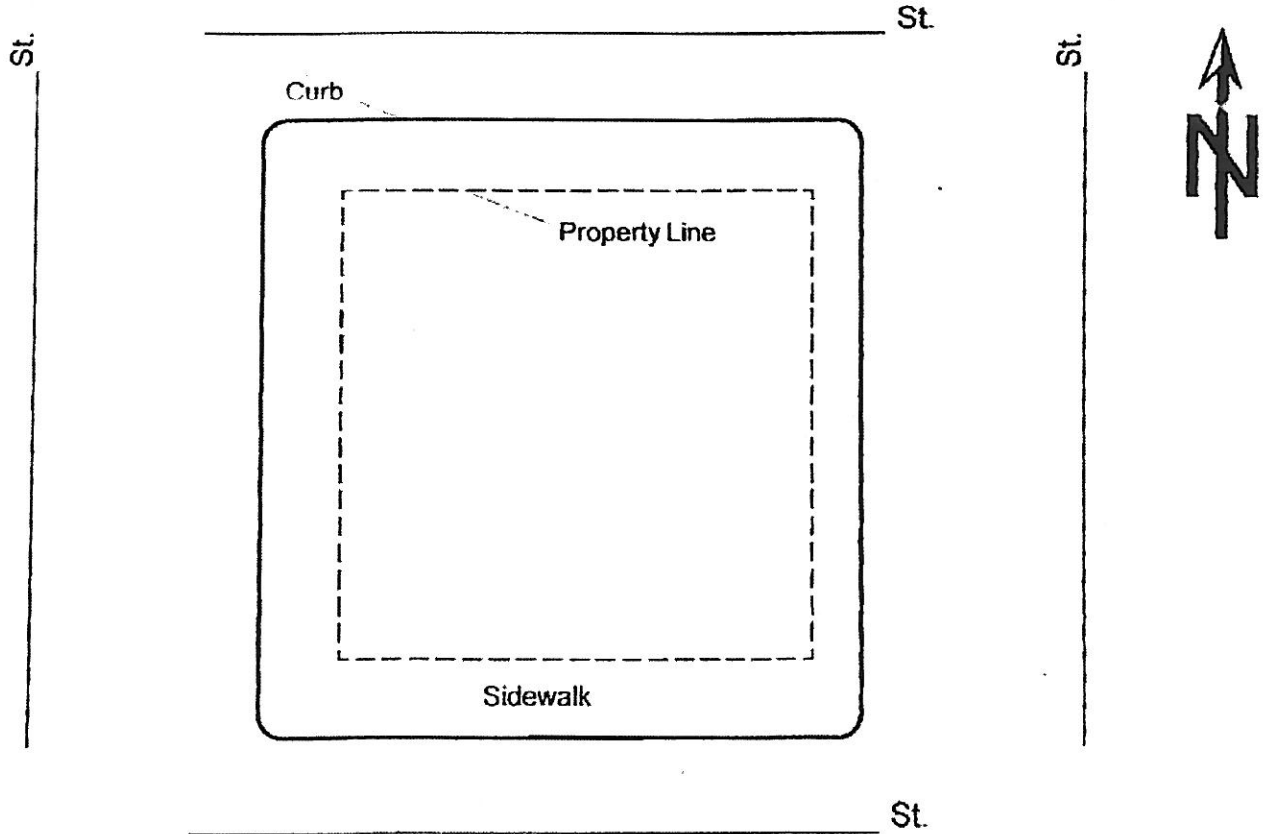
Ft. x Ft. = Sq. Ft. = \$ WAIVED

Ft. x Ft. = Sq. Ft. = \$ WAIVED

Alley Use: Number of Days From: To:

Ft. x Ft. = Sq. Ft. = \$ WAIVED

Ft. x Ft. = Sq. Ft. = \$ WAIVED



In connection with this Permit, applicant shall maintain General Liability Insurance, naming and protecting them, and the County as Additional Insured, against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Permit whether such operations be by Applicant or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage \$1,000,000 Each Occurrence
 \$2,000,000 Aggregate

Personal Injury Damage \$1,000,000 Each Occurrence


Applicant's Certificate of Insurance shall be filed on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage modifications, and endorsements required by this Agreement. Applicant shall with its Certificate of Insurance an Additional Insured Endorsement Form showing the County as additional Insured under the applicant's General Liability Insurance policy. Applicant shall notify County if its insurance is to expire and provide County with a new Certificate of Insurance prior to any additional access to Lancaster County property.

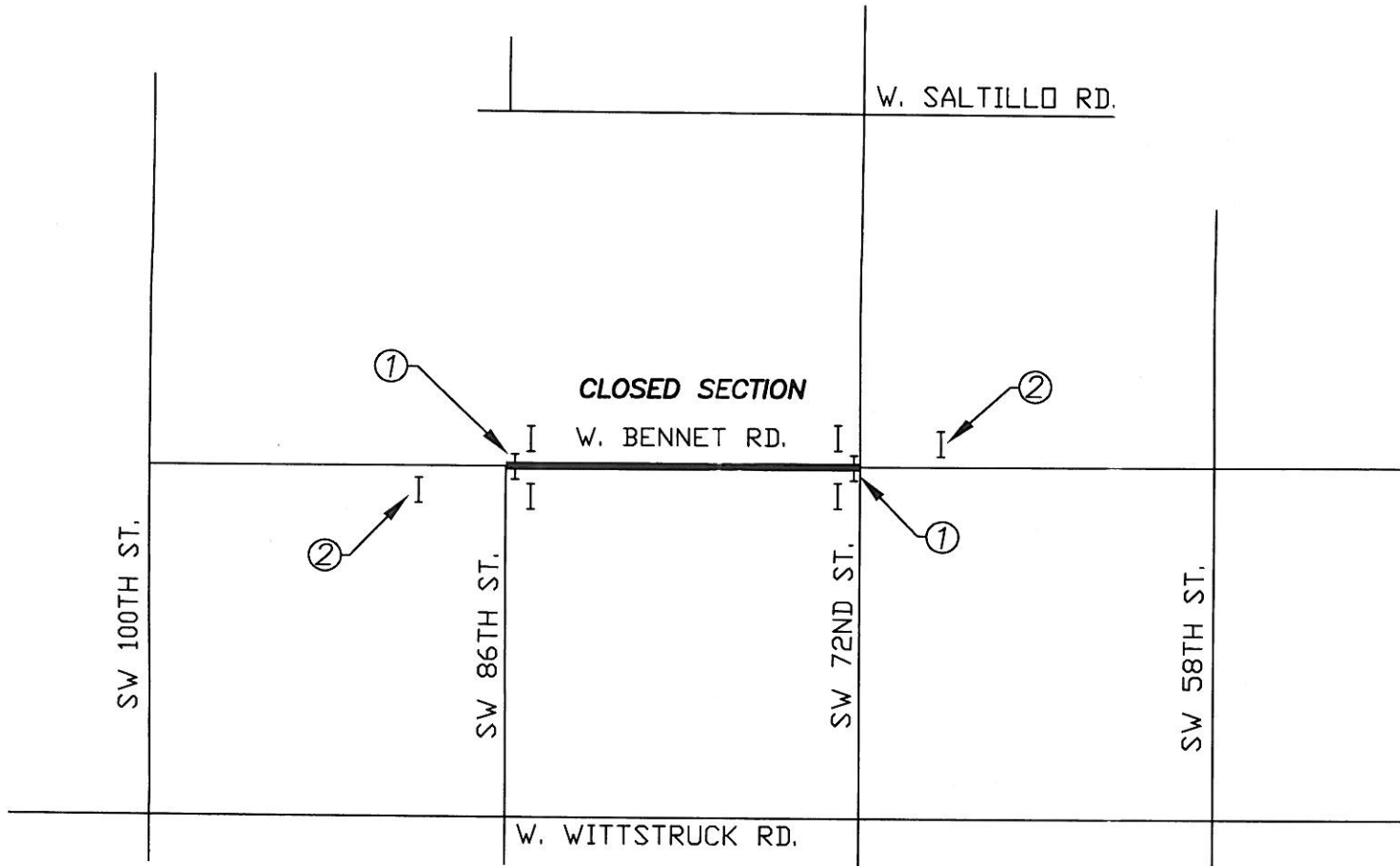
The applicant hereby agrees to comply with all special requirements as outlined in the Street Use Application and hereby agrees to save and keep Lancaster County, officers, agents, and employees, free and harmless from any and all loss or damages or claims for damages arising from or out of the use of the public space requested, and for the full and complete protection of Lancaster County, officers, agents, and employees, against any and all litigation growing out of the granting of such permit or anything done under such permit.

If this Permit will require the full or partial closure of a street, applicant shall submit a detour plan for approval by the Lancaster County Engineer's Office.






Print/Type Name	<input type="text" value="John Myers / ring of fire inc."/>	
Applicant Signature	<input type="text" value="John D. Myers"/>	Date <input type="text" value="07/19/17"/>
Approved by:	<input type="text"/>	Date <input type="text"/>

**BARRICADE PLAN FOR
RING OF FIRE COMMERCIAL.
SATURDAY JULY 22, 2017. AFTER 3 PM.**


 No Scale
 Rev. 7-20-17



- ① "Road Closed" -(R11-2)
- ② "Road Closed 500' -(W20-3b)

-  Traffic Drum
 -  42" Reflectorized Cone
 -  Barricade, Type III; with Type "A" Light
 -  Barricade, Type II; with Type "A" Light
 -  Sign Stand or Sign Mounted on Wood Post
- | | | |
|----------------------|---|---------------|
| Barricades, Type III | 8 | Barr.Day/Day |
| Barricades, Type II | 0 | Barr.Day/Day |
| Construction Signs | 4 | Sign Day/Day |
| Non-Standard Signs | 0 | (No Pay Item) |
- ** Non-Standard Signs Provided By County

LOCATION AGREEMENT

THIS AGREEMENT is made this 18th day of July, 2017, by and between Ring of Fire Inc., (hereinafter referred to as the "Company") and Lancaster County, Nebraska, a political subdivision of the State of Nebraska (hereinafter referred to as the "County").

Background: Company is in the business of developing, producing, and marketing films. Company has a filming project in production in Lincoln, Nebraska.

I. Permission Granted: County grants Company permission and right to enter agreed County locations at specified dates and times which shall include not only real property but any fixtures, equipment, or other personal property, provided that: 1) Company shall notify County at least 24 hours in advance of commencement of any use of County property; 2) nothing in this Location Agreement shall authorize Company or its employees, agents, and other persons or entities authorized by Company to remove or rearrange any signage or traffic control equipment on or adjacent to the Locations without the express prior approval of the County; and 3) County may require a park use permit and/or street closure permit and may restrict the hours of such street closure to non-rush hour periods and may reasonably limit periods of closure to facilitate vehicular traffic flow and County reserves the right to limit the hours of use of County property where necessary, in County's sole discretion, for the proper conduct of County business from the Locations or for emergency conditions. The scope of the permission granted by County to Company shall be limited to the Scope of the Film Project and the Locations, Dates, and Times of the Film Project described in Attachment A to this Agreement, which Attachment is attached hereto and hereby incorporated into this Agreement by this reference.

II. Confidentiality: County agrees that all information heard, shared, or seen on set, in meetings, or in the script is confidential and cannot be given to the public without written consent from the Company. Violation of this clause may result in legal action.

III. Jurisdiction: This Agreement is entered into and is to be governed and construed under the laws of the State of Nebraska. The courts of Lancaster County, Nebraska shall have exclusive jurisdiction over any claims arising out of this Agreement.

IV. Entirety: This is the entire agreement of the parties. This Agreement shall not be amended, in part or in full, except in writing signed by the parties to this Agreement and specifically referring hereto.

V. Indemnification: The Company hereby agrees to indemnify and hold harmless the County, its officers, agents, and employees against all claims, damages, losses, and expenses including attorneys' fees arising out of or related to this permit or the filming, or activities related to the filming requested that is caused by the Company, or anyone directly or indirectly employed, authorized, or under the direction of the Company, or anyone for whose acts any of them may be liable for. This Agreement shall not require the Company to indemnify or hold harmless the County for any losses, claims, damages, and expenses arising out of the sole negligence of the County.

The County shall not be responsible nor be held liable for any damage consequent upon the use, misuse, or failure of any equipment used by the Company or anyone directly or indirectly employed by the Company. The Company's acceptance or use of any County equipment shall mean that Company accepts full responsibility for any loss or damage to the equipment while the equipment is used or under the control of the Company, or anyone directly or indirectly employed by the Company. In addition to paying for any such damage to the equipment itself, the Company hereby agrees to indemnify and hold harmless the County, its officers, agents, and employees from and against claims, damages, losses, and expenses including attorneys' fees arising out of the use, misuse, or failure of such equipment. Such indemnification applies regardless of whether such damage or loss is incurred by any employee or property of the Company, the County, or other persons. Such indemnification shall not be qualified or reduced in any way because the County may have provided the subject equipment (regardless of associated fees) to the Company.

VI. Insurance: In connection with this Agreement, Company shall maintain General Liability Insurance, naming and protecting them, and the County as Additional Insured, against claims for damages resulting from (1) bodily injury, including wrongful death, (2) personal injury liability and (3) property damage which may arise from operations under this Agreement whether such operations be by Contractor or any one directly or indirectly employed by them. The minimum acceptable limits of liability to be provided by such insurance shall be as follows:

Bodily Injury/Property Damage	\$1,000,000 Each Occurrence \$2,000,000 Aggregate
Personal Injury Damage	\$1,000,000 Each Occurrence

Company's Certificate of Insurance shall be attached to this Agreement and made part of this Agreement by reference. Company's Certificate of Insurance shall be filed on the standard ACCORD CERTIFICATE OF INSURANCE form showing the specific limits of insurance coverage modifications, and endorsements required by this Agreement. Company shall provide with its Certificate of Insurance an Additional Insured Endorsement Form showing the County as additional Insured under the applicant's General Liability Insurance policy

Company shall notify County if its insurance is to expire and provide County with a new Certificate of Insurance prior to any additional access to County property.

VII. Comply with Law: The undersigned, on behalf of the Company, hereby agrees to comply with all related applicable laws.

VIII. Capacity: The undersigned hereby agrees and represents that he or she is legally capable to sign this application and to lawfully bind the Company (and the Company's Organization, if applicable) to the terms and conditions herein.

IX. Consideration: In consideration of the County's granting the Permission described in Section 1 of this Agreement, the Company agrees to all the terms of this Agreement.

EXECUTED this 20th day of July, 2017, by COUNTY.

THE BOARD OF COUNTY
COMMISSIONERS OF LANCASTER
COUNTY, NEBRASKA

APPROVED AS TO FORM
this _____ day of July, 2017.

Deputy County Attorney
for JOE KELLY
County Attorney

Deb Schorr
Bill Almy
Anna Schurr
Loddy Wilgus
Jennifer J. Binkme

EXECUTED this 18th day of July, 2017, by COMPANY.

J.M.

By: John Myers

Company Name: ring of fire inc.

Title: Owner / EP VFX Supervisor

ATTACHMENT A

PROJECT NAME: Pfizer / Lyrica "Mechanic" :60 & :45

COMPANY NAME:

NAME: ring of fire inc.
STREET ADDRESS: 1702 Olympic Blvd., Studio A
CITY: Santa Monica
STATE: CA
ZIP: 90404
PHONE: 310-966-5055
WEBSITE: www.ringoffire.com

MAIN CONTACT

NAME: John Myers
POSITION: Owner / EP VFX Supervisor
STREET ADDRESS: 30735 Lakefront Drive
CITY, STATE, ZIP: Agoura Hills, CA 91301
PHONE: 818-991-1408
CELL PHONE #: 213-448-0774
E-MAIL: jmyers@ringoffire.com
FAX: 310-314-1718

SECONDARY CONTACT

NAME: Norman Rosenberg / Sheri Kurumada
POSITION: CPA / Business Management
STREET ADDRESS: 16055 Ventura Blvd., #800
CITY, STATE, ZIP: Encino, CA 91436
PHONE: 818-986-4500
CELL PHONE #: 818-986-4506
E-MAIL: Sheri_Kurumada@earthlink.net
FAX: 818-986-4501

Attachment A

PROPOSED DATE(s)/TIME(s)/LOCATION(s) OF YOUR FILM PROJECT

July 22, 2017

3:00 pm – 8:00 pm CST

Bennet Road between SW 100th Street and SW 72nd Street near Spring Creek Prairie

DESCRIPTION/SCOPE OF YOUR FILM PROJECT

We are shooting "background plates" to be inserted into an existing commercial that was filmed months ago. In general we are filming the vast prairie view near Spring Creek Prairie.

There are 15 camera positions shot from fixed camera positions on the shoulder and into the road looking out to natural prairie vista. Shooting with available / natural lighting.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER GSCO Insurance Services License #: 0743298 275 E. Hillcrest Dr., Ste 250 Thousand Oaks CA 91360	CONTACT NAME: PHONE (A/C, No, Ext): 805.267.3019 FAX (A/C, No): 805.494.0504		
	E-MAIL ADDRESS:		
INSURED Ring of Fire Inc. 1702 Olympic Blvd., Studio A Santa Monica, CA 90404	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Travelers PropCas Co.of America		25674
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER: 071817

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>			680-1A80116A	06/13/2017	06/13/2018	EACH OCCURRENCE	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			CUP-3839Y47A	06/13/2017	06/13/2018	EACH OCCURRENCE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						AGGREGATE	\$ 2,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Lancaster County, Nebraska (the "County") is named as additional insured with respect to operations by the named insured.

CERTIFICATE HOLDER**CANCELLATION**

(402) 441-7447

Lancaster County
 555 S. 10th Street
 Lincoln, NE 68508-3995

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Lindberg/CHRIS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:

LANCASTER COUNTY, NEBRASKA, A POLITICAL SUBDIVISION OF THE STATE OF NEBRASKA

**555 S. 10TH STREET
LINCOLN**

NE 68508-3995

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any state or governmental agency or subdivision or political subdivision shown in the Schedule is an insured, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

2. This insurance does not apply to:

- a. "Bodily injury," "property damage", "personal injury" or "advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".