



FILM CREW & PHOTOGRAPHER  
RIGHT OF ENTRY AGREEMENT

PERMITEE:

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Acting in behalf of, and agent for: \_\_\_\_\_

OWNER:

and/or Grand Canyon Railway, L.L.C.  
Grand Canyon Railway Hotel, L.L.C.  
1201 West Route 66, Suite 200  
Flagstaff, Arizona 86001

SCOPE OF ACTIVITY ON PROPERTY:

[Describe film activities, locations (shot list), times, dates, numbers of personnel, types of equipment. If photography, describe locations (shot list), times, dates, numbers of personnel. For most situations, it may make sense to give all these details in an exhibit and just refer to the exhibit here. E.g., "See Exhibit A attached hereto and made a part of this Agreement."]

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DATE OF EXECUTION: \_\_\_\_\_, 20\_\_\_\_\_

Permitee desires to enter onto Owner's property in Northern Arizona for the purposes described above. Permitee understands that Owner operates a tourist railroad, hotel, restaurant and other facilities on Owner's property. Permitee understands and recognizes that there are inherent risks, dangers and hazards in entering onto property used for such purposes, and Permitee hereby agrees to assume those risks, dangers and hazards, and Permitee makes the additional agreements and commitments set forth below.

Permitee agrees as follows:

1. This Agreement for Permitee's entry and associated requirements must be completed prior to entry onto Owner's property. Permitee shall provide to Owner, in advance, and obtain Owner's written approval of, a schedule of all work Permitee desires to perform on Owner's property, including within 200 feet of Owner's trackage or other improvements and not deviate from said schedule in any manner without the written permission of Owner. **This schedule must include a detailed shot list. Permitee must not deviate from the shot list unless approved in writing by Owner. Permitee's crews and personnel must be accompanied by a representative of Owner at all times while on Owner's property.**

Furthermore, Permittee must contact Owner at least 48 hours in advance of its actual entry onto Owner's property. Owner's contact person is Trainmaster Ervin White. His phone number is 928-773-1976, extension 1022, and his pager is 928-556-6770.

2. Permittee agrees to: (1) abide by all of Owner's rules, regulations and policies (including without limitation hotel guest policies); (2) obey any and all written or oral commands given to Permittee by an employee or representative of Owner, (3) wear a hard hat at all times while present on Owner's property. Permittee shall at all times keep all personnel and equipment a minimum of 10 feet from the centerline of Owner's trackage.
3. Permittee shall compact all fill to 100% modified proctor density, pay all costs for testing and provide Owner with test results. Tests will be performed by a vendor acceptable to Owner. *(May not be applicable in all cases)*
4. Permittee shall reimburse Owner for any and all costs incurred or work performed by Owner or its contractors as a result of Permittee's presence or activities on Owner's property.
5. Permittee shall reimburse Owner for all expenses generated by Owner's provision of a qualified inspector who will be present at Permittee's work site during any work on Owner's property, including within 200 feet of Owner's trackage. The current rate, subject to change without notice, for furnishing an inspector is a minimum of \$500.00 for the first eight hours, or any part thereof, per day, with an hourly charge of \$95.00 per hour for any time over eight hours. *(May not be applicable in all cases)*
6. Prior to Permittee's entry onto Owner's property, Permittee agrees to provide Owner with certificates of insurance sufficient to satisfy the following requirements:
  - a) Worker's Compensation:
    - i. Coverage A. Statutory benefits
    - ii. Coverage B. Employer's Liability
      - Bodily Injury by accident - \$1,000,000 each accident
      - Bodily Injury by disease - \$1,000,000 policy limit
      - Bodily Injury by disease - \$1,000,000 each employee
  - b) Commercial Auto Coverage:

Auto Liability limits of not less than \$1,000,000 each accident, combined Bodily Injury and Property Damage Liability insurance including but not limited to owned autos, hired or non-owned autos.
  - c) Commercial General Liability:

The limits shall be no less than:

    - \$10,000,000 Each Occurrence Limit (Including x,c,&u)
    - \$2,000,000 Personal Advertising Injury Limit
    - \$10,000,000 General Aggregate Limit (other than Products/Completed Operations)
    - \$10,000,000 Products/Completed Operation Aggregate Limit

Grand Canyon Railway, L.L.C. and Grand Canyon Railway Hotel, L.L.C. shall be named as additional insureds on all policies except for Worker's Compensation. If Permittee enters Grand

Canyon National Park in connection with its work on Owner's property, such policies shall also name the National Park Service as an additional insured.

- 7. Permittee, on behalf of himself or herself, and its, his or her personal representatives, heirs, devisee, successors and assigns ("successors"), hereby agrees to indemnify, protect, defend and hold harmless Owner and its officers, directors, shareholders, employees, agents, successors and assigns, from any and all claims, demands, causes of action, liabilities, judgments and expenses (including reasonable attorneys' fees) whether known or unknown, fixed or contingent, arising out of or related to Permittee's presence on Owner's property or Owner's or Permittee's operations on the property, regardless of whether caused by Permittee's or Owner's negligence, acts or omissions or the negligence, acts or omissions of a third party.

Permittee represents and warrants to Owner that it understands the content and legal effect of this Agreement.

**PERMITEE:**

\_\_\_\_\_  
[Print name of Permittee]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OWNER:**

Grand Canyon Railway, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Grand Canyon Railway Hotel, L.L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_