



✉ info@pittsburghyards.com
☎ 470-890-5030
🏠 352 University Avenue Atlanta,
GA 30310
🌐 www.pittsburghyards.com

FILMING / PHOTOSHOOT REQUEST APPLICATION FORM FOR THE NIA BUILDING AND JAMES BRIDGES FIELD

Today's Date: _____

Primary and Proposed Filming/ Date(s) _____

- ☐ Yes, I understand requests submitted within 30 days of event are subject to significant rush charges
- ☐ Yes, I know it is mandatory to schedule a walkthrough prior to securing the location and putting in writing the scope and subject of the project.
- ☐ Yes, I am willing to give Pittsburgh Yards location credit

I am interested in filming a (check all that apply):

- ☐ scene for a major motion picture movie
- ☐ scene for a documentary
- ☐ corporate video
- ☐ non-profit video
- ☐ photoshoot for marketing/sales material for a company that **is not** a member or tenant of Pittsburgh Yards
- ☐ photoshoot for marketing/sales material for a company that **is** a member or tenant of Pittsburgh Yards
- ☐ Other _____

The shooting is for a:

- ☐ TV Network
- ☐ Movie Studio
- ☐ Advertising Agency
- ☐ Streaming Service
- ☐ Media Company
- ☐ A Business
- ☐ Personal
- ☐ Other _____

Pittsburgh Yards Affiliation (**BOLD** or circle as many as apply):

Tenant | Co-Worker Member | Community Resident | Business

Organization Name: _____

Non-Profit Status (if applicable): _____

Organization Address: _____

Organization Main Contact: _____

Main Contact Email Address: _____

Main Contact Phone Number: _____

Website Address (if applicable): _____

Social Media Platform handles: _____

Organization Secondary Contact: _____

Secondary Contact Email Address: _____

Secondary Contact Phone Number: _____

Organization Emergency Contact Name: _____

Emergency Contact Email Address: _____

Emergency Contact Phone Number: _____

Name of Project/Film/Video: _____

Secondary Date(s) of Proposed Filming if primary dates are not available: _____

Time of proposed filming per day (including load in, set up/clean up time):

- ☐ I understand that filming sessions that take place between 9 a.m. - 5 p.m. and on the weekends are subject to a \$2,500 surcharge if applicable based on scope and kind of entity requesting.

Does this photo/video/filming require security staff?

☐ Yes ☐ No

If applicable, please provide plans, details including contact information of security detail and why it's needed.

If applicable, please confirm status of Filming Permit from City of Atlanta for this project:

Please include a site plan for this shoot. Please describe how your organization intends to use the site and for what purpose (specify uses of applicable areas to include The Nia Building, its amphitheater, The Nia Building rooftop, and/or porches, James Bridges Field, and exterior spaces. Share subject matter of the shoot and the kinds of scenes intended to be shot.

☐ Plan finalized after site visit and map markup and signature regarding mutually agreed upon plans and usage.

Proposed filming/shooting will be (check all that apply):

- ☐ Inside only
- ☐ Outside the Nia Building only
- ☐ Both inside and outside the Nia Building
- ☐ We will utilize the greenspace on the property
- ☐ Other _____

Closed to the public _____

Open to the public _____

a. Number of attendees expected: _____ Number of crew members expected _____
Number of cameras _____ Number of vehicles expected _____

Will medical staff be on site?

- ☐ Yes
- ☐ No

Advertising/marketing plan for the final project: _____

Do you have language in your contracts and communications with participants regarding their liability is at-their-own-risk while at Pittsburgh Yards or covered by your insurance policy? If so, please share.

- ☐ Yes
☐ No

How did you hear about this property? _____

Please provide 2-3 references from people from whom you rented space to do a similar project:

#1 Name: _____

Phone: _____

Email: _____

#2 Name: _____

Phone: _____

Email: _____

#3 Name: _____

Phone: _____

Email: _____

THE NIA BUILDING AND JAMES BRIDGES FIELD
FILMING / PHOTOSHOOT SPACE USAGE

SPACE	RATE	MAX CAPACITY	MIN. HR	MAX. HR
AMPHITHEATRE		100		
BACK PORCH		100		
COURTYARD		200		
GREENSPACE		200		
NORTH CONFERENCE ROOM		40		
PARKING LOT		100		
ROOFTOP		50		
SOUTH CONFERENCE ROOM		30		
SOUTH PORCH		100		

MEMBERSHIP HAS ITS PRIVLEDGES

Filming in your office with small crew = \$0

Cost is determined based on final scope of project and the scope of activity along with the purpose and profitability of the project. For example, a non-profit video filming request will cost less than a for-profit major movie production company's request. A cost will be determined within 72 hours of site visit and your written scope and plan along with this completed form. The range for outside requests will range from \$300 minimum to \$20,000+

PITTSBURGH YARDS LICENSE AGREEMENT AND RELEASE

This Pittsburgh Yards License Agreement and Release (this "Agreement") is dated _____, 20____, and is between UA Associates I LLC, a Georgia limited liability company ("Licensor") and _____, a _____ ("Licensee").

For and in consideration of \$10.00 in hand paid by each party to the other, and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, Licensor and Licensee hereby agree as follows:

1. Grant of Temporary License. Licensor hereby grants to Licensee a temporary non-exclusive license to use **[the property located at 352 University Avenue shown on Exhibit "A" hereto] [the portion of the property located at 352 University Avenue outlined on Exhibit "A" hereto]** (the "License Area") on _____, 20__ (the "Event Date"), from the hours of _____.m to _____.m, for the sole purpose of _____ (the "Event"). Licensee may not use the License Area for any illegal or immoral purpose, and if any conduct of Licensee violates federal, state, or local laws or ordinances or if Licensee is found to be in breach of this Agreement, Licensee's rights to use the License Area shall be terminated and Licensor shall have the right to take possession of the License Area and require the immediate exit of the Licensee and all attendees from the License Area, as well as denial of the right to use the License Area for future events.
2. License Fee. As consideration for the license granted herein, Licensee shall pay Licensor a license fee in the amount of \$_____.
3. License Area. (a) A complete schedule for the Event from set-up through clean-up and a site plan for use of the License Area is due from Licensee to Licensor no later than seven (7) days prior to the Event. Licensor shall have the right, in its sole discretion, to approve or reject the schedule and site plan.

(b) Licensor provides only the License Area. The Licensee shall provide all services for the event such as catering, rental tables, and chairs. Rental equipment may be delivered/set up in the License Area no earlier than ____ a.m./p.m. on the Event Date. A representative of Licensee must be available to accept deliveries.

(c) Licensee is responsible for ensuring that its subcontractors and/or vendors provide sufficient equipment including, without limitation, extension cords to cover the Event's electrical needs. If more power is necessary for the equipment to be used by Licensee for the Event than is available, then Licensee must use a generator, the size of which is subject to Licensor's prior approval. The generator must be parked in a location designated by Licensor.

(d) The Event Space shall be cleaned up and broken down by Licensee no later than _____ on the Event Date. Licensee shall be responsible for Event clean up including, but not limited to, removing all equipment, rentals, furnishings, materials and other items immediately after the Event and bagging all trash related to the Event and placing it in leak proof containers or dumpsters.
4. Parking. Licensee and Licensee's employees, guests, and invitees may park in the lot and parallel parking spaces on the private streets that are available to tenants and the general public.
5. Condition: Clean-Up. Licensee acknowledges that the License Area is being made available to Licensee on an "as is" basis, and that neither Licensor nor any agent of Licensor has made any representation or warranty with respect to the License Area or with respect to its suitability for the conduct of Licensee's business. Licensee warrants that it shall not do or cause to be done any act

that would interfere with Licensor's use of the land or improvements adjacent to the License Area. Licensee shall keep the License Area clean and free from trash, and shall pick up trash from the License Area not less frequently than daily.

6. Indemnification; Release from Liability. Licensee hereby assumes liability for and shall indemnify and hold harmless Licensor, the Annie E. Casey Foundation, and their members, officers, directors, employees and agents (the "Indemnified Parties") from and against any and all liability, loss, cost, damage or expense that the Indemnified Parties shall ever suffer or incur in connection with loss of life, bodily and/or personal injury, or damage to property arising out of or from the use or occupancy by Licensee of the License Area, or any part thereof, occasioned wholly or in part by any act or omission of Licensee, or its guests or invitees, or in any way relating to or arising out of any activity of Licensee, its guests or invitees, except that such indemnity shall not extend to indemnify the Indemnified Parties from and against damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence or intentional misconduct of the Indemnified Parties.

To the fullest extent permitted by law, Licensee hereby releases the Indemnified Parties from any liability for damage to property of Licensee or any other person claiming through Licensee resulting from any accident or occurrence in or upon the License Area, but such release shall not extend to release the Indemnified Parties from and against damages arising out of bodily injury to persons or damage to property caused by or resulting from the negligence or intentional misconduct of the Indemnified Parties.

Anything to the contrary elsewhere herein notwithstanding, there shall be absolutely no personal liability on the part of Licensor with respect to any of the terms, covenants, conditions and provisions of this Agreement, and Licensee shall look solely to the interest of Licensor, its successors and assigns, in the License Area for the satisfaction of each and every remedy of Licensee in the event of default by Licensor hereunder; such exculpation of personal liability is absolute and without any exception whatsoever.

7. Insurance. Licensee, at Licensee's expense, shall obtain and maintain the types of insurance described on Exhibit "B" hereto, evidence of which shall be provided to Licensor. All such policies of insurance shall name Licensor and UA Associates I LLC as additional insureds on a primary basis, and include a waiver of subrogation in their favor.
8. Security. Licensee assumes all responsibility for the actions and behavior of all persons present at, attending, or in any other way related to Licensee's function. Licensee shall be solely responsible for providing security during Licensee's use of the License Area.
9. Licenses and Permits. Licensee shall be responsible for obtaining and maintaining all licenses and permits which may be necessary for Licensee's intended use, and will provide copies thereof to Licensor prior to the event. Failure to obtain necessary licenses or permits will result in the cancellation of this Agreement and/or denial of the right to use the License Area in the future.
10. Use. Licensee understands that it is being granted the non-exclusive use of the License Area for the time period described above, subject to the right herein reserved by Licensor to enter the License Area and terminate Licensee's use thereof should the conduct of any person using the License Area endanger the health, safety, or wellbeing of any person or constitute a threat of any property.
11. Prohibited Items; Noise. Licensee understands that possession or use of , illegal drugs, firearms or any other items commonly understood as weapons shall not be permitted on the License Area at any time. Licensee understands that any sound, music, and/or other noise should be kept at a level

to not disturb homes in the surrounding area. Applicable noise ordinance must be adhered to by all persons attending, and noise level after 11pm must not be audible outside of the License Area. Licensee will be responsible for ensuring there are no loud noises from guests entering or exiting the License Area.

12. Marketing Materials. Licensee hereby agrees to provide any signage or marketing materials to the Licensor for approval prior to public distribution.
13. Licensor Access. Licensor retains the right to enter the License Area at any time.
14. Non-Discrimination. Licensee hereby agrees that no person on the grounds of race, color, sex, different ability, religion, creed, national origin, sexual orientation, or age may be excluded from participation, denied benefits of, or be subject to discrimination during use of License Area.
15. Rules. Licensee shall comply with all reasonable rules promulgated by Licensor.
16. All property moved within and outside of and on the property of Pittsburgh Yards must be moved back exactly where it was found before the filming is over. Restaging feed may apply at \$25-\$500 per item, depending on the complexity and weight of the item. It is recommended users take photos of the space as it was before use and revisit those photos before departing.
17. Notice. All notices and other communications desired, necessary, required or permitted to be given pursuant to the terms hereof shall be in writing and shall be deemed to have been properly given if personally delivered or sent, postage prepaid, by first class registered or certified United States mail, return receipt requested, addressed to each party hereto at the following address:

Licensor: 352 University Avenue, Suite A 101
Atlanta, GA 30310
Attention: _____

Licensee: _____

or at such other address in Atlanta, Georgia, as Licensor or Licensee may from time to time designate by like notice. Any such notice, demand, request or other communication shall be considered given or delivered, as the case may be, on the date of personal delivery or on the date of deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

18. Governing Law. This License Agreement shall be governed by the laws of the State of Georgia.
19. No Assignment. Licensee shall not assign or transfer all or any of Licensee's rights and duties under this Agreement. Any attempted transfer or conveyance will, at the option of Licensor, immediately terminate this Agreement.
20. Cancellation. Licensor reserves the right to cancel this Agreement at any time. Such cancellations might occur, for example (but without limitation), if License Area suffers damage or system failure that cannot be repaired in time for the scheduled use, Licensor has a compelling need to use the License Area for an official purpose or in the event of catastrophe or an act of God. In the event of such cancellation by Licensor, Licensee will not hold Licensor liable for cancellation. Licensor will provide as much advance notice as reasonably possible to the Licensee, but will not be financially responsible for any external charges that may be incurred by Licensee as a result of the cancellation.

21. Offer Only. This Agreement shall not be binding until such time as it has been executed by Licensee and Licensor, and evidence of insurance as required hereby and all requested documents have been received by Licensor.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement as of the date first written above.

LICENSOR: UA Associates I LLC

By: _____

Name: _____

Title: _____

LICENSEE:

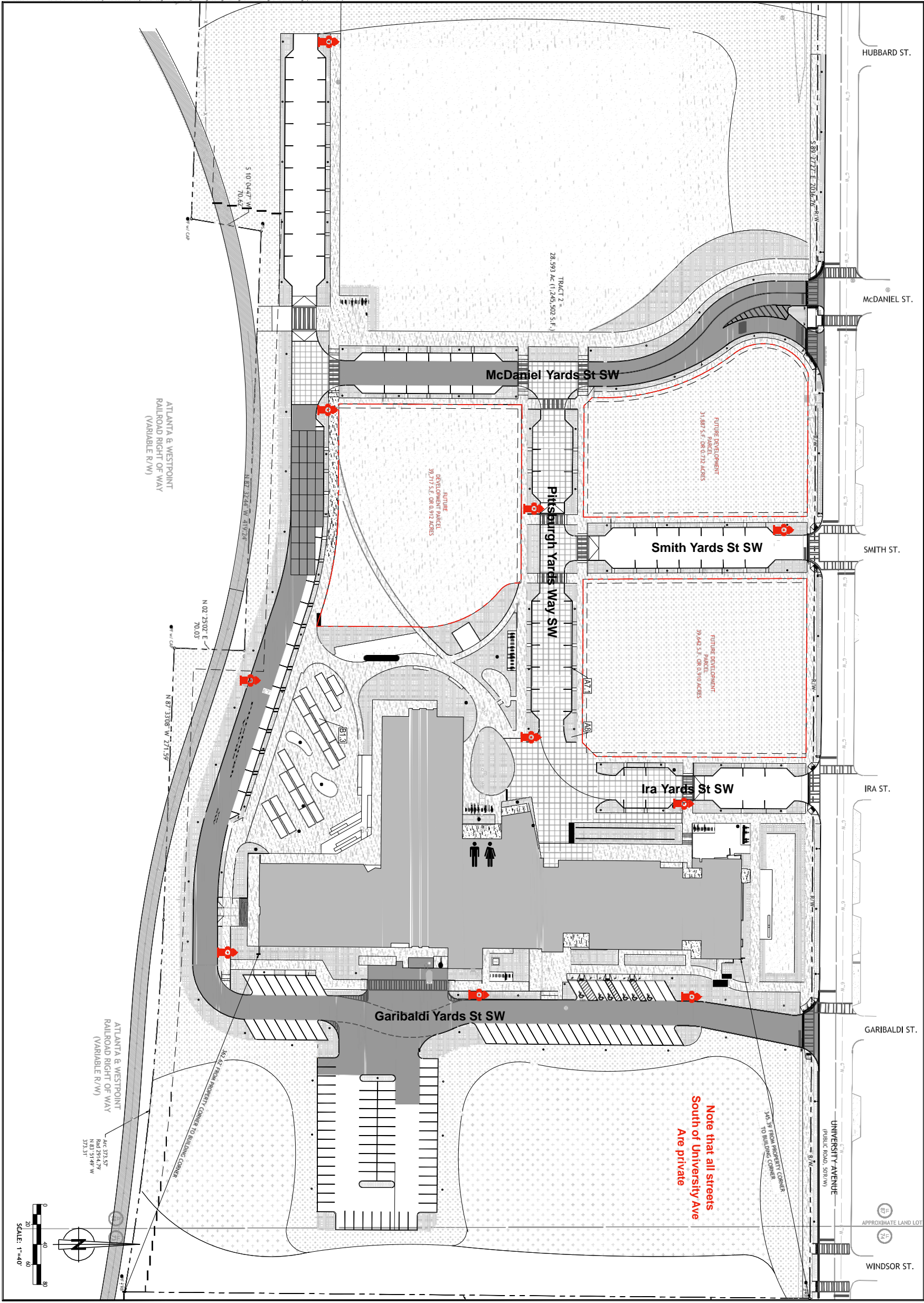
By: _____

Name: _____

Title: _____

IF APPLICABLE AND IF KNOWN, ON THE FOLLOWING PAGES, PLEASE CIRCLE THE AREAS YOU WANT TO TOUR BEFORE FINALIZING YOUR ASK TO USE THE SPACE.





C-3.0 SHEET	CONSTRUCTION DOCUMENTS UNIVERSITY AVENUE REDEVELOPMENT 352 UNIVERSITY AVENUE SW LL 73 & 88, 14TH DIST CITY OF ATLANTA, FULTON COUNTY GEORGIA	LONG ENGINEERING, INC. 2550 Heritage Court, Ste 250 Atlanta, GA 30339 Tel 770.951.2495, Fax 770.951.2496 www.longeng.com	<table border="1"><thead><tr><th>REV #</th><th>DATE</th><th>DESCRIPTION</th></tr></thead><tbody><tr><td>1</td><td>1-29-2018</td><td>LDP COMMENTS</td></tr></tbody></table>	REV #	DATE	DESCRIPTION	1	1-29-2018	LDP COMMENTS
	REV #			DATE	DESCRIPTION				
	1			1-29-2018	LDP COMMENTS				
	DATE DESIGNED: 11/21/17								
DATE CHECKED: 11/21/17									
DATE APPROVED: 11/21/17									

RELEASED FOR CONSTRUCTION LEI #0490-0020

EXHIBIT "B" INSURANCE

REQUIREMENTS

Licensee shall procure and maintain with reputable insurers with A.M. Best Company's rating of not less than "A-:VII", policies of insurance written on an occurrence basis with limits and terms not less than those indicated below. A certificate of insurance acceptable to Licensors and UA Associates I LLC evidencing said coverage must be provided.

- Commercial General Liability Insurance including not limited to all Premises and Operations, Blanket Contractual Liability, Personal and Advertising Injury Liability, Products and Completed Operations Liability, Fire Legal Liability, and Broad Form Property Damage Liability with limits not less than: \$1,000,000 Bodily Injury & Property Damage each occurrence; \$1,000,000 Personal and Advertising Injury each occurrence; \$2,000,000 Products and Completed Operations Aggregate; and \$2,000,000 General Aggregate

The Commercial General Liability policy shall be endorsed to include The Annie E. Casey Foundation, Inc. and UA Associates I LLC Inc. as an additional insured and provide that the coverage afforded to The Annie E. Casey Foundation, Inc. and UA Associates I, LLC Inc. as an additional insured will be primary to any other coverage available. The Commercial General Liability policy shall be endorsed to include a Waiver of Subrogation in favor of The Annie E. Casey Foundation, Inc. and UA Associates I, LLC Inc.

- Workers' compensation and Employers' Liability insurance with limits not less than:
Workers' compensation – Statutory
Employers' Liability –

Each Employee	\$500,000 BI by accident
Each Employee	\$500,000 BI by disease
Policy Limit	\$500,000 BI by disease
- Business Automobile Liability insurance, including hired and non-owned automobile coverage with combined single limit of \$1,000,000
- Umbrella Liability insurance on an occurrence form with minimum limits of \$5,000,000 Each Occurrence, \$5,000,000 Aggregate

All insurance must provide that coverage shall not be suspended, voided, canceled, non-renewed, reduced in scope or limits except after forty five (45) days' prior written notice has been given to The Annie E. Casey Foundation, Inc. and UA Associates I, LLC Inc.