

Connecticut Department of Transportation  
Filming Terms and Conditions  
2014

1. Pursuant to the Filming Permit ("Permit") issued by the Connecticut Department of Transportation ("DOT"), PERMITTEE is allowed to enter upon the location(s) specified in the Permit ("Premises") and create photographs, moving images, footage and sound recordings for commercial, entertainment or advertising purposes ("Filming") and inclusion in a motion picture, television series, commercial, documentary or other production (the "Production") as specified in the Permit.
2. PERMITTEE and its crew members, actors, agents, employees, contractors, subcontractors, suppliers, licensees and any other individuals invited by the PERMITTEE to access the Premises ("Participants") and bring equipment and vehicles onto the Premises solely for the purpose of Filming, all at DOT's sole discretion, are subject to the provisions of the PERMIT and these Filming Terms and Conditions, and any other instructions or requirements issued in writing to PERMITTEE by an authorized representative of DOT.
3. Upon issuance of the Permit by the Commissioner of Transportation or his/her authorized designee, and provided all required third-party approvals (e.g. Local Traffic Authority, DOT Railroad Operators) have been obtained by PERMITTEE, PERMITTEE and its Participants shall be allowed to enter upon the Premises and Film as specified in the Permit. DOT reserves the right to revoke the right to access any portion of the Premises and/or suspend permission to Film where a health, safety or security issue arises or for other exigent agency operational needs.
4. Prior to entering onto the Premises, PERMITTEE shall be responsible for obtaining, coordinating and paying all costs associated with (i) any State, local or federal permits that may be required, (ii) State or local police services, (iii) railroad flag protection and other railroad operator services, (iv) security and traffic control and/or fire and rescue personnel services, as may be required by DOT or its operators or State, local or federal authorities, while Filming or performing its necessary operations to Film at the Premises.
5. PERMITTEE may bring necessary vehicles, equipment, and other items as specified in the PERMIT onto the Premises, and, at PERMITTEE'S sole cost and expense, PERMITTEE agrees to remove the same after the completion of the Filming and leave the Premises in a condition, as determined by DOT, that is equal to or better than that existing prior to the commencement of Filming. If any items brought onto the Premises by PERMITTEE or its Participants are not removed within five (5) of the completion of the Filming, such items shall conclusively be deemed to be abandoned by PERMITTEE or its Participants and may be retained or disposed of by DOT, in its sole discretion, without notice to PERMITTEE or its Participants and without obligation to account for the items. PERMITTEE shall timely pay for all reasonable expenses incurred by DOT in connection with disposition of such abandoned items. Nothing in this section affects the authority of harbor masters under section 15-9 of the Connecticut General Statutes or the commissioner of the Department of Energy and Environmental protection under section 15-140 of the Connecticut General Statutes.
6. Modifications or alterations to the Premises are prohibited, except for any temporary modifications or alterations explicitly permitted as set forth in the Permit. Where temporary modifications or alterations to the Premises are permitted by DOT, DOT may require PERMITTEE to secure a surety bond to guarantee the proper restoration and replacement of the Premises, to a condition determined by DOT. The amount and terms of the surety bond shall be determined by DOT.
7. At PERMITTEE'S sole cost and expense, PERMITTEE shall collect and remove from the Premises, in a proper manner, as determined by DOT, all trash, litter, waste and similar foreign matter

generated by PERMITTEE or its Participants and restore the Premises to a condition, as determined by DOT, that is equal to or better than that existing prior to the commencement of Filming, within five (5) business days of PERMITTEE and its Participants leaving the Premises.

8. PERMITTEE shall be responsible for any and all damage to the Premises either caused by PERMITTEE or its Participants and/or occurring as a direct or indirect result of the Filming. If PERMITTEE fails to timely make the necessary repairs to the Premises, as determined by DOT, in addition to any other remedies that DOT may have, all of which are preserved for DOT, DOT may perform or have performed on its behalf the necessary repairs and charge PERMITTEE the cost thereof, which shall then be promptly paid by PERMITTEE to DOT.

**9. Requirements for Filming on State-owned Railroad Property, including but not limited to filming at State-owned rail stations and rail platforms on the New Haven Line, New Canaan, Danbury and Waterbury Branch Lines, filming along or upon State-owned commuter or freight rail lines as identified on the “2013 Connecticut Rail Line Name And Location Identification Map” published by DOT, as may be revised, and/or filming upon State-owned rail cars (RAILROW):**

A. PERMITTEE shall coordinate all filming activities on RAILROW with the DOT Office of Rail on each Filming day before accessing railroad property and shall comply with any requirements of that Office.

B. When requesting permission to Film on RAILROW, the subject film company must provide a detailed schedule and scope for Filming and all applicable information to the DOT Office of Rail (to the contact person noted in the Permit), including, but not limited to:

i. the dates and times of Filming, the proposed locations of the film shots and equipment staging areas on RAILROW;

ii. the number and types of vehicles that will be brought onto the RAILROW location(s); and

iii. the number of Participants that will be on the Premises for Filming,

C. When determined by DOT and its applicable railroad operator (“DOT Railroad Operator”) to be applicable, PERMITTEE shall secure a Right of Entry Permit from the DOT Railroad Operator in addition to the Permit from DOT prior to any Filming or entry onto the RAILROW.

D. When flag protection or other railroad services are determined to be necessary by a DOT Railroad Operator, PERMITTEE shall enter into a Force Account or other similar Agreement directly with the DOT Railroad Operator prior to any Filming or entry onto the RAILROW and shall be responsible for obtaining, coordinating and paying all costs to the DOT Railroad Operator for railroad services required by the DOT Railroad Operator.

E. PERMITTEE shall continually update the DOT Office of Rail and DOT Railroad Operator, if applicable, as to any proposed modifications to the schedule or scope. DOT and/or the DOT Railroad Operator reserve the right to revoke permission to Film at a specific RAILROW location or impose additional requirements on PERMITTEE with respect to the Filming at that RAILROW location, which the DOT and/or DOT Railroad Operator determine to be necessary as a result of any modifications that PERMITTEE proposes and PERMITTEE shall comply with such requirements.

**10. Requirements for Filming on State roadways, including but not limited to driving shots, roadway blockage or closure, halting or obstruction of pedestrian or vehicular traffic in the State highway right-of-way (ROW):**

- A. PERMITTEE shall seek approval from the Local Traffic Authority (LTA) prior to or concurrently with submission of its Permit request to DOT. DOT will not issue any Permit until PERMITTEE provides proof that it has secured LTA approval.
- B. PERMITTEE shall comply with the Manual on Uniform Traffic Control Devices (MUTCD), in the version currently in effect at the time of Filming, published by the U.S. Department of Transportation Federal Highway Administration and all applicable provisions in the Encroachment Permit regulations, sections 13b-17-1 through 13b-1-46 of the Regulations of Connecticut State Agencies, as may be amended.
- C. PERMITTEE shall coordinate with the respective District on each Filming day, before accessing the ROW location(s).
- D. When requesting permission to Film in locations within the ROW, the subject film company must provide a detailed schedule and scope of Filming and all applicable information to the District, including, but not limited to:
  - i. the dates and times of Filming, including alternative dates if necessary to accommodate for weather-related rescheduling, the proposed locations of the driving shots, roadway blockage or closure, or halting or obstruction of pedestrian or vehicular traffic;
  - ii. the number and types of vehicles that will be brought onto the ROW location(s);
  - iii. the number of Participants that will be on the Premises for Filming; and
  - iv. the use of pyrotechnics and/or other special effects.
- E. PERMITTEE shall continually update the District as to any proposed modifications to the schedule or scope. DOT reserves the right to revoke permission to Film at a specific ROW location or impose additional requirements on PERMITTEE with respect to the Filming at that ROW location, which DOT determines to be necessary as a result of any modifications that PERMITTEE proposes.

**11. Additional Requirements for Filming on State roadways that are designated State Limited Access Highways by DOT in accordance with section 13b-27 of the Connecticut General Statutes:**

- A. PERMITTEE shall issue a press release no later than ten (10) days prior to Filming on State Limited Access Highways, notifying the public to expect delays, and forward a copy of the press release to the Department of Transportation's Office of Communications via email to Judd.Everhart@ct.gov and Kevin.Nursick@ct.gov, or such other address as provided to the PERMITTEE by DOT.
- B. Prior to the commencement of Filming activities, a work zone safety meeting will be conducted with representatives of DOT's District Permits, Division of State Police, Municipal Police and the PERMITTEE to review the work zone safety requirements and discuss DOT's procedures. Other work zone safety meetings during the course of the Filming activities will be scheduled as needed as determined by DOT and PERMITTEE agrees to attend all such meetings. A Work Zone Safety Meeting Agenda shall be developed and used at the meeting to outline the anticipated traffic control issues during the Filming activities. Any issues that cannot be resolved at these meetings will be brought to the attention of the District Maintenance Director.

**12. Requirements for Filming at Service Plazas:** Prior to issuance of any PERMIT, PERMITTEE must coordinate its Filming activities with DOT's Service Plaza operator, Project Service, LLC, or its successor, and obtain its approval for the Filming activities. PERMITTEE must comply with any operational, safety or other restrictions imposed at the service plazas by DOT or its operator.

**13. Requirements for Filming at State Maritime Facilities:** PERMITTEE must comply with all state and federal security measures required at State Maritime Facilities and any operational, safety or other restrictions imposed by DOT or any other governmental entity at State Maritime Facilities. If Filming activities affect any of DOT's lessees at the State Maritime Facilities, PERMITTEE must secure the permission of any and all lessees and coordinate Filming activities with such lessees. PERMITTEE must be able to demonstrate to DOT that such permissions have been received prior to the commencement of Filming activities.

14. Subject to these Filming Terms and Conditions, PERMITTEE is granted the right to create photographs, moving images, footage and sound recordings at the Premises (collectively the "Images and Recordings") for inclusion in the Production. PERMITTEE shall have the right to reproduce, exhibit, advertise and exploit, and license others to reproduce, exhibit, advertise and exploit, the Images and Recordings in connection with the distribution, sale, licensing, marketing, advertising, merchandising, promotion, exhibition, publicizing and other exploitation of the Production (including ancillary products) in any and all media, whether now known or hereafter devised. Without limiting the foregoing, PERMITTEE shall not use, nor license, assign, or otherwise transfer any rights allowing a third party to use the Images and Recordings as stock photography, stock audio or stock footage. All rights of every kind in every media (whether now known or unknown) in and to all Images and Recordings made by PERMITTEE hereunder shall be solely owned in perpetuity by PERMITTEE, and DOT shall not have any right, title or interest in or to the Images and Recordings that are created under the permissions granted by way of the Permit.

15. Accessing the Premises for any other purpose than Filming, the misuse of the right to access the Premises granted by the Permit, or the failure to comply with directives of DOT by PERMITTEE or its Participants is, as determined by DOT in its sole discretion, of itself, a violation of the Permit and, as such, is adequate grounds for DOT to revoke the right of the PERMITTEE to access the Premises and to create and depict the Images and Recordings, as granted by the Permit, and/or revoke the Permit, without any consequences to DOT and without any recourse possible against the Department or State by the PERMITTEE or any Participant.

16. PERMITTEE shall not refer to the Premises by, or Film signs that identify, the actual name and/or location of the Premises in the Images and Recordings, without the prior written approval of DOT. PERMITTEE shall not display or depict in an identifiable fashion within the Images and Recording any of DOT's trademarks, trade names, or logos, without the prior written approval of DOT. PERMITTEE shall direct any request for such approval to the Department of Transportation's Office of Communications via email to Kevin.Nursick@ct.gov, or such other address as provided to the PERMITTEE by DOT.

17. DOT grants no rights and makes no warranties with respect to the use of third party names, likenesses, trademarks, logos, designs, or works of art or authorship that may be depicted in the Images and Recordings, and it is PERMITTEE's sole responsibility to determine whether the Filming and use of the resulting Images and Recordings requires the permission of any other party and/or the license of any additional rights, and to obtain such permission at its sole expense.

18. PERMITTEE may not use the Images and Recordings in a manner that is defamatory to, or presents in a false light, DOT, its officers or employees. PERMITTEE in using the Images and Recordings in publicity and advertising related to the Production shall not do so in a manner that

suggests endorsement by DOT of the Production or any other product or service of PERMITTEE. PERMITTEE shall ensure that its advertisers, distributors, licensees and assignees fully comply with the provisions of this paragraph.

19. The PERMITTEE may not Film any individual on the Premises such that the individual will be depicted in a recognizable fashion within the Images and Recording without PERMITTEE obtaining that individual's express written consent.

20. Nothing herein shall preclude DOT from seeking all available remedies (excluding injunctive relief as respects the Production) against PERMITTEE, its successor(s) hereunder (including, for these purposes, its licensee(s) and/or assignee(s)), arising out of any breach by PERMITTEE of the Permit, including these Filming Terms and Conditions, or a breach by its successor(s) hereunder, including but not limited to any use or non-use of the Images or Recordings by PERMITTEE or its Participants. This provision shall not apply to any activities of PERMITTEE or its Participants outside of the scope of the Permit, nor shall it limit DOT's causes of actions or remedies for any unlawful or unauthorized activity of PERMITTEE or its Participants, including but not limited to, accessing or filming DOT real or personal property at an unauthorized location or high security area, the filming of which may amount to a security risk. This provision shall survive the termination or expiration of the Permit.

## 21. INSURANCE

A. Subject to the provisions of subsection B of this Section 21, throughout the duration of accessing the Premises and Filming, PERMITTEE shall procure and maintain the following types and minimum amounts of insurance, all at no cost to DOT:

- (1) COMMERCIAL GENERAL LIABILITY Insurance (including Contractual Liability coverage) with a total limit of liability of not less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, and the provisions of section B of this Section 21, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period;
- (2) COMPREHENSIVE AUTOMOBILE LIABILITY Insurance which covers all motor vehicles, including those owned, hired or borrowed, which are used in connection with the Permit with a total limit of liability of One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of not less than Two Million Dollars (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period; and
- (3) WORKERS' COMPENSATION & EMPLOYER'S LIABILITY Insurance and, as applicable, insurance required in accordance with the U. S. Longshore and Harbor Workers' Compensation Act, all in accordance with the requirements of the laws of the State of Connecticut and the laws of the United States, respectively, which cover all of the employees at or working from the Premises.
- (4) RAILROAD PROTECTIVE LIABILITY Insurance, as applicable if DOT and/or the DOT Railroad Operator determine that the operations of PERMITTEE and its Participants within

RAILROW require such insurance coverage, providing for coverage limits of (a) not less than Two Million Dollars (\$2,000,000) for all damages arising out of any one accident or occurrence, in connection with bodily injury or death and/or injury to or destruction of property; and (b) subject to this limit per accident, a total (or aggregate) limit of Six Million Dollars (\$6,000,000) for all injuries to persons or property during the policy period and with all of the following entities as named insureds: (i) the owner of the railroad right-of-way, (ii) the owner of any railcar licensed or permitted to travel within that affected portion of RAILROW, and (iii) the operator of any railcar licensed or permitted to travel within that affected portion of the RAILROW.

- (5) EXCESS/UMBRELLA LIABILITY Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate
- B. Notwithstanding any other provision of subsection A of this Section 21 to the contrary, unless any Commercial General Liability Insurance maintained pursuant to subsection A(1) of this Section 21 is written solely for the Premises, the general aggregate limit shall be twice the occurrence limit.
- C. The State of Connecticut Department of Transportation and its officers, agents, employees and if applicable, DOT Rail Operators or Service Plaza operator shall be named as additional insureds under any and all coverages maintained pursuant to subsections A(1), A(2), A(5) and B of this Section 21 and shall be a named insured on the coverage maintained pursuant to subsection A(4) of this Section 21.
- D. The required insurance coverage of the types and minimum limits as required by the Permit must be provided by an insurance company or companies, with each company, or if it is a subsidiary then its parent company, authorized, pursuant to the Connecticut General Statutes, to write insurance coverage in the State of Connecticut and/or in the state in which it, or in which the parent company, is domiciled. In either case, the company must be authorized to underwrite the specific line of coverage.
- E. PERMITTEE shall provide to DOT evidence of all required insurance coverages by submitting a certificate of insurance on the form(s) acceptable to DOT fully executed by an insurance company or companies satisfactory to DOT.
- F. PERMITTEE shall produce within five (5) business days, a copy or copies of all applicable insurance policies when requested by DOT with such obligation surviving the expiration or termination of the Permit. In providing said policies, PERMITTEE may redact provisions of the policy that are proprietary. Copies of all required insurance policies shall be retained by PERMITTEE until at least three (3) years after the expiration or termination of the Permit or termination of any litigation related to the Filming or the Permit, whichever is later. If at any time during the duration of the Permit, PERMITTEE fails to provide any such insurance documentation within ten (10) business days after written notice from DOT, or duly maintain all required insurance coverage in full force and effect, then DOT, in addition to any other remedies it may have, all of which are preserved for DOT, may immediately revoke the Permit.
- G. The amount of casualty insurance maintained by PERMITTEE shall in no way limit any obligations that PERMITTEE otherwise may have under the Permit and these Filming Terms and Conditions to repair or reconstruct the Premises or any portion thereof following a casualty.

- H. All insurance required hereunder shall be written on an “occurrence” (as opposed to “claims made”) basis.
- I. The PERMITTEE shall be fully and solely responsible for and thus shall pay any and all costs and expenses as a result of any and all coverage deductibles under any policy(ies) of insurance maintained by it. None of PERMITTEE’s insurers shall have any right of subrogation or recovery against DOT or any of DOT’s officers, agents or employees, and if applicable DOT Rail Operators, all of which rights are hereby waived by PERMITTEE. All insurance maintained by PERMITTEE shall be primary and noncontributory and shall not be in excess of any other insurance.
- J. Nothing herein shall preclude PERMITTEE from procuring and maintaining, at its sole cost and expense, such additional insurance coverage as it deems desirable or appropriate, providing, however, that (i) all liability insurance maintained by PERMITTEE covering the Premises or any activities at the same shall name DOT and DOT’s officers, agents, employees, and, if applicable, DOT Rail Operators as additional insureds, and (ii) all casualty insurance maintained by PERMITTEE with respect to the Premises shall name DOT as a loss payee. Any insurance maintained by DOT shall be in excess of any and all insurance maintained by PERMITTEE, and shall not contribute with it.
- K. PERMITTEE shall neither do, nor allow its Participants to do, anything (or fail to do anything) whereby any of the insurance required by the provisions of this Section shall or may be invalidated in whole or in part. In the event that any of its Participants so act(s) (or fail(s) to act), then PERMITTEE shall promptly use commercially reasonable efforts to eliminate that condition.
- L. The failure of DOT, at any time or from time-to-time, to enforce the provisions of this section concerning insurance coverage shall not constitute a waiver of those provisions nor in any respect reduce the obligation of PERMITTEE to hold harmless, indemnify and defend DOT with respect to any bodily injury or property damage claims and/or losses pursuant to Section 22 of these Filming Terms and Conditions.
- M. PERMITTEE shall assume and pay all costs and billings for premiums and audit charges earned and payable under its required insurance.
- N. DOT reserves the right to modify the types and minimum limits of insurance coverage that PERMITTEE must maintain in order to address specific activities undertaken by PERMITTEE on the Premises or specific circumstances of the Filming. Any such modifications shall be set forth by DOT in the Special Conditions and Restrictions section of the Permit, and PERMITTEE shall submit an updated certificate of insurance to DOT.

22. PERMITTEE shall hold harmless, indemnify and defend DOT and its officers, servants, agents, and employees from and against any and all liabilities, losses, suits, claims, causes of action, legal proceedings, judgments, fines, damages, demands, and expenses (including, but not limited to, reasonable outside attorney fees, court costs, and expert fees) arising by reason of injury or death of any person or damage to any property, of any nature whatsoever arising out of or under, during, or in connection with Filming, and/or the entry, use and/or occupancy of the Premises, or the acts or omissions of PERMITTEE, its officers, directors, or Participants with regard to the Filming, except to the extent that such injury, death or damage is caused by the negligence or willful misconduct of DOT, its officers, servants, agents or employees. The entire risk as to the use of the Images and Recordings is solely with PERMITTEE. The PERMITTEE will protect, defend, indemnify and hold DOT and its officers, servants, agents, or employees harmless from and against any and all liabilities, losses, suits, claims, causes of action, legal proceedings, judgments, fines, damages, demands, and

expenses (including, but not limited to, reasonable outside attorney fees, court costs, and expert fees) arising out of or in connection with PERMITTEE's use of the Images and Recordings or breach by PERMITTEE of any of the terms of the Permit or these Filming Terms and Conditions, except if due to the negligence or willful misconduct of DOT, its officers, agents or employees. The State shall give to PERMITTEE reasonable notice of any such claims or actions. The provisions of this paragraph shall survive the expiration or early termination of the Permit, and PERMITTEE's indemnification obligations will not be limited by reason of any insurance coverage.

23. Unless requested otherwise by DOT, PERMITTEE shall not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit brought against DOT, including any suit between DOT and PERMITTEE.

24. Nothing in the Permit or these Filming Terms and Conditions shall be constructed as a waiver or compromise by DOT of any rights or defenses of any immunities provided by federal law or the law of the state of Connecticut to DOT or any of its officers or employees with respect to matters arising out of the Permit or the Filming.

25. The DOT reserves the right to recoup costs incurred as a result of the Filming activities on DOT property, including but not limited to overtime, vehicle use, and administration overhead for personnel assigned to Filming. The PERMITTEE shall reimburse DOT (i) for State personnel salary and benefit costs, on an hourly basis, for the time spent in connection with any Filming requests and activities, including, but not limited to, performing related traffic engineering analyses and conducting inspections of the Premises, and (ii) for any associated State vehicle expenses (collectively, the "Fee"). Upon receipt of an invoice from DOT, PERMITTEE shall pay the Fee by check and submit to DOT at the address and within the number of days stated on the invoice.

26. In advance of any Filming activities and as a condition of obtaining a Permit, DOT reserves the right to require PERMITTEE to provide DOT with a surety bond issued by a corporate surety licensed to do business in the State and in an amount satisfactory to DOT; which bond may be called by DOT for costs and expenses it incurs as a result of any Filming activities and/or the PERMITTEE's failure to comply with any provision in this Agreement. Any such bond shall conform in all respects to the requirements of all applicable laws and the PERMITTEE shall pay the premiums for such bond.

27. By submitting the Permit request to DOT, the PERMITTEE warrants that it has the full right and authority to sign and be bound to the Permit and these Filming Terms and Conditions without the consent of any third party.

28. Either DOT or PERMITTEE may cancel the Permit prior to the commencement of Filming by providing the other with forty-eight (48) hours written notification, in accordance with the Section 29 of these Filming Terms and Conditions, with a copy of the written notice from PERMITTEE also sent to the applicable DOT unit and with a copy of the written notice from DOT also sent to the Location Manager noted in the Permit. If PERMITTEE so cancels, it shall pay DOT for all costs and expenses it has incurred or incurs relative to the Filming request and activities and the cancellation. Such payment shall be made to DOT within thirty (30) business days from PERMITTEE's receipt of notification of such costs and expenses.

29. Written notice from DOT or PERMITTEE to the other ("Written Notice") shall be in writing, either in printed hard copy sent by U.S. mail return receipt requested (by mail or electronic return receipt), or electronic copy sent by facsimile with confirmation of receipt, and addressed to the authorized representatives of the party as follows:

A. With respect to DOT, addressed to:

Commissioner of Transportation  
Connecticut Department of Transportation  
P.O. Box 317546  
2800 Berlin Turnpike  
Newington, CT 06131-7546  
Fax no: (860) 594-3008

B. With respect to PERMITTEE, addressed to the authorized representative of PERMITTEE at the PERMITTEE'S address as both are noted in the Permit.

C. DOT or PERMITTEE may subsequently, in writing, designate alternate persons (by name, title, and affiliation) to which Written Notices are to be addressed; alternate means of conveying Written Notices; and/or alternate locations for delivery of Written Notices.

30. The PERMITTEE may not assign this Permit or otherwise transfer the rights to access and conduct Filming at the Premises granted by way of this Permit to any person or entity without DOT's prior written consent, notwithstanding that PERMITTEE may license certain rights to others as set forth in these Filming Terms and Conditions.

31. DOT requests that PERMITTEE provide an on-screen credit to the "Connecticut Department of Transportation" to appear within the credits or acknowledgments portion of the Production.

32. DOT is a "public agency" for purposes of the Connecticut Freedom of Information Act, Sections 1-200 to 1-241 of the Connecticut General Statutes, as amended ("FOIA"), and information relating to PERMITTEE and its affairs received or maintained by DOT will constitute "public records or files" for purposes of FOIA subject to public access and disclosure in the manner provided in FOIA. PERMITTEE agrees that it will identify all records it claims may be exempt from disclosure under FOIA at the time of submission to DOT, including the statutory cite for the exemption PERMITTEE claims is applicable, as well as the reason PERMITTEE believes the material is legally exempt from release, and affirmatively state that such information has not otherwise been made available such that it is already public. The final administrative authority to release or exempt any or all material so identified rests solely with DOT; subject to adjudication by the Freedom of Information Commission should the PERMITTEE's request be challenged. DOT has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. PERMITTEE shall have the burden of establishing the availability of any FOIA exemption. PERMITTEE agrees to indemnify, defend and hold harmless DOT and each of its officers, employees, contractors, counsel and agents from all costs, damages and expenses incurred in connection with refusing to disclose any material which PERMITTEE has designated as exempt from disclosure. DOT shall not be liable for disclosure or release of information which DOT believes is authorized or required by FOIA or other applicable law. The provisions of this paragraph shall survive the expiration or early termination of the Permit, and PERMITTEE's indemnification obligations will not be limited by reason of any insurance coverage.

33. These Filming Terms and Conditions together with the Permit issued by DOT shall supersede all previous communication, representation, or agreements between DOT and the PERMITTEE with respect to access to and Filming at the Premises.

34. These Filming Terms and Conditions may be amended only by the Commissioner of Transportation (or his/her authorized designee) in writing.