

C100-2025

PERMIT AND HOLD HARMLESS AGREEMENT
for use of Columbia County Facilities

THIS AGREEMENT is by and between **DARK LAKE LLC**, hereinafter referred to as "Permittee", and **COLUMBIA COUNTY**, a political subdivision of the State of Oregon, hereinafter referred to as "County", for the use of a County Facility, as follows:

Name of Facility: **Beaver Falls and Upper Beaver Falls**

Address of Facility: **Clatskanie, OR**

Name of Event: **Filming by Dark Lake LLC for a movie project called The Swallow**

Description of the Event: **Filming will involve 30-40 people, up to 5 production related vehicle and 30-40 crew vehicles. Filming will take place both above and below the falls and will include a stunt involving falling into the water below the falls.**

Tentative Date and Time of the Event: **July 30 and 31, 2025 between the hours of 6 a.m. and 10 p.m.**

In consideration of the permission given by County for Permittee to use the County Facility for the above-described Event, Permittee agrees to release, indemnify, defend and hold harmless the County, its officers, agents and employees, successors and assigns against all liability, loss, and costs arising from actions, suits, claims, or demands, except when due to the County's sole negligence, arising in any manner out of the use of such facilities by Permittee, its officers, agents, employees, members or invited guests.

In addition, Permittee agrees to provide a certificate of insurance in an amount of not less than \$2,000,000 per occurrence to protect County, its officers, agents, and employees. Permittee shall provide County a certificate or certificates of insurance in the amounts described above which names Columbia County, its officers, agents and employees as additional insureds at least 30 days in advance of the event. Such certificate or certificates shall be accompanied by an additional insured endorsement containing the same language. Permittee shall notify County immediately upon notification to Permittee that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any material way.

Permittee agrees to maintain adequate trash and recycling containers, which shall be equipped with fully closeable lids and shall be fully closed, unless being immediately filled or emptied. All trash shall be placed in the approved containers. Permittee further agrees to remove all equipment, personal property, trash or other debris from County property at the conclusion of each event at its own expense not later than 10 p.m. on each day of the event.

This permit is subject to the following additional conditions:

1. Permittee will provide portable restrooms and hand washing stations sufficient to serve crew needs.
2. Stunts shall be performed under the supervision of a qualified Stunt Coordinator who shall be on location for all stunts and have the authority to assess and call off any stunt based on safety conditions.

C96-2025

- 3. Prior to any filming involving water, a professional diver will do a full underwater analysis to assure safety and will be on site during filming of water related stunts.
- 4. A licensed set medic on site during filming of any sequences involving elevated or water-related risks.
- 5. The parties acknowledge that the dates and times listed above are tentative and that production demands may require rescheduling. Alternative or additional dates in the month of August, 2025 may be approved by Riley Baker, Director of General Services. Alternative or additional dates shall be subject to all the terms and conditions of this permit.

Permittee acknowledges that the filming location is an undeveloped park which may contain hazards. It further acknowledges that the County has made no representations or assurances at to waterflow, water depth or the safety of any activities crew members may undertake.

Permittee acknowledges that in the interest of public health, safety or welfare, the County may, at its sole discretion, revoke this permit and/or require removal of equipment or other personal property from County property. Unless otherwise agreed to in writing, this permit does not entitle the permittee to exclusive use of County property, nor does it entitle permittee to sublet or charge a fee for use of County property.

PERMITTEE:
DARK LAKE LLC

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

By: _____
(Signature of Authorized Representative)

By: _____
Kellie Jo Smith,

Name: _____
(Printed Name of Authorized Rep.)

Chair Date: _____, 2025

Title: _____

Date: _____, 2025