

9. By approving DoD production assistance for [enter title of production], DoD hereby provides a general release to the production company for the use of any and all photography and sound recordings of any and all Service members, equipment, and real estate, subject to the limitations in this Agreement (e.g., including, but not limited to, Paragraphs 11-14).

10. As a condition of DoD assistance, the production company will:

- a. Indemnify and hold harmless the DoD, its agencies, officers, and employees against any claims (including claims for personal injury and death, damage to property, and attorneys' fees) arising from the production company's possession or use of DoD property or other assistance in connection with this production of [enter title of production]. This provision will not in any event require production company to indemnify or hold harmless the DoD, its agencies, officers, or employees from or against any claims arising from defects in DoD property or negligence on the part of DoD, its agencies, officers, or employees.
- b. Provide proof of adequate industry standard liability insurance, naming DoD as an additional insured entity prior to the commencement of production involving DoD. The production company will maintain, at its sole expense, insurance in such amounts and under such terms and conditions as may be required by DoD to protect its interests in the property involved.
- c. Not carry onto DoD property any non-prescription narcotic, hallucinogenic, or other controlled substance or alcoholic beverage without prior coordination with the DoD project officer or his or her designee.
- d. Not carry onto DoD property any real or prop firearms, weapons, explosives, or any special effects devices or equipment that cause or simulate explosions, flashes, flares, fire, loud noises, etc., without the prior approval of the DoD project officer and the supporting installation.
- e. Allow DoD public affairs personnel access to the production site(s) to conduct still and motion photography of DoD personnel and assets that are directly supporting the filming, and to allow DoD the use of production company-generated publicity and marketing materials. These materials may be used to show DoD viewers how DoD is assisting in the production; such materials may be viewed by the general public if posted on an open DoD web site or on "The Pentagon Channel" or other publicly-accessible media source. Therefore, no DoD personnel will photograph actual filming without the prior approval of the production company.

11. The production company will screen for the DoD project officer, and the DoD documentary officer, or their designees, the roughly edited version of the production at a stage in editing when changes can be accommodated to allow DoD to confirm the military sequences conforms to the agreed-upon script, treatment, or narrative description; to preclude release or disclosure of sensitive, security-related, or classified information; and to ensure that the privacy of DoD personnel is not violated. Should DoD determine that material in the production compromises any of the preceding concerns, DoD will alert the production company of the material, and the production company will remove the material from the production.