



## Detroit Transportation Corporation's Insurance Liability Form For Film, Photography and / or Television Development On DTC Trains or Property

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\_\_\_\_\_ shall defend, indemnify and hold the Detroit Transportation Corporation harmless from and against any and all claims, actions, damages, losses, liabilities, judgments, demands, costs, and/or expenses, including attorney fees, arising out of, resulting from, in connection with or related to (i) any breach of any of the covenants, agreements, representations or warranties by \_\_\_\_\_, its employees, officers, subcontractors, and/or agents contained herein; (ii) any act or omission, negligent or otherwise, by \_\_\_\_\_ its employees, officers, subcontractors, and/or agents; (iii) any bodily injury to any person or property damage to any property; or (iv) any infringement or misappropriation of any intellectual property rights, including but not limited to copyrights, patents, trademarks, trade dress, trade secrets, or any other intellectual property rights, whether claimed by a third party or the Detroit Transportation Corporation.

The indemnification obligation shall not be diminished by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts, or any agreements or relationships \_\_\_\_\_ has with any of its employees, officers, subcontractors, and/or agents. This indemnity shall survive the termination of this agreement or final payment hereunder.

Agency / Organization Name \_\_\_\_\_  
Address \_\_\_\_\_  
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\_\_\_\_\_

\_\_\_\_\_  
Representative Date

\_\_\_\_\_  
Title