

INDEMNITY BOND

This Indemnity Bond executed on this day of20
by.....carrying on business at
.....for and behalf of ourselves
..... (hereinafter called the
Producer) and in favour of the President of India acting through the Chief Public
Relations Officer, South Eastern Railway, Kolkata (herein after called “The
Government ”).

Whereas the Producer has entered into an agreement dated.....with
the Government, thereby the Government has agreed to permit the Producer to
have their feature film/ documentary / docu- feature /
Serial..... shootings in the Railway premises
at..... with/ without coaches /
wagons / engine as per the terms and conditions contained therein.

Indemnifier shall remain absolutely and sole responsible for the safe custody and
protection of the Railway properties, to be used during the shooting of film,
against any risk / s whatsoever against the above mentioned agreement and duly
delivered to the Government of India or to the representative of the Government
of India as he may direct and as such do hereby indemnify the Government of
India against any loss and/or damage to the Railway properties while in
possession/custody. The said properties shall however, be at all times open for
the inspection by the authorized person/s of South Eastern Railway.

And whereas the Producer have entered into agreement dated..... with
the Government and in one of the terms and conditions of the Agreement, the
producers have agreed to execute this Indemnity Bond in favour of the
Government. Now this deed of indemnity witnessed as follows:-

- a) The Producer of the film..... shall
indemnify the Government completely against any loss, damage or injury
that might occur during the course of the shooting of the film at above
mentioned locations to any part of the Railway Property and/or Personnel.

- b) The Producers shall also reimburse the Government all Claims, Demand(s), Suits, Losses, Damages, Costs etc. that might be caused to the Railway on account of fire and/or any untoward eventuality, as the case may be, occurring in the Railway premises or property and in case of death or injury caused to all or any people thereon including staff on duty out of and in course of shooting of the film/serial.
- c) The Producers shall always keep the Government harmless and indemnified against any other possible claim, demand for damage that might occur from whatever source and for which Government may become liable under Workmen's Compensation Act 1923 or any amendments thereof including vicarious liability and expenses to which the government may be put there under in respect of death or injuries (within the meaning of the said Act) resulting directly/indirectly from taking of above shots to the employees and servants of the Government arising out of or occasioned during the taking of the film of the above shots and the producer hereby agreed and undertake to relinquish and right of indemnity which they have against the Administration under on by virtue of the provisions of section 12 and 13 of the Workmen's Compensation Act, in respect of the any claim arising out of any accident, death or injury within the meaning of said Act occurring out of and in course of taking the above mentioned shots to any servants or employees of the Producer whether the said injury arises out of any negligence not on the part of Railway Administration, their employees and servants or of said Producer, employees and servant whatsoever, without derogation or in any way limiting the Railway rights.
- d) The Government shall within a reasonable time assess the loss sustained by them and place a demand notice to the Producers who shall remit the amount within 15 days from the receipt of such notice. The amount so determined and claimed by the Government shall be final and the Producers shall not have the right to dispute the quantum and modus operandi of the calculation of the claim. The Producer undertake to absolve the Government of all costs, charges, expenses and/or loss that may be suffered or incurred by the Producer in the event of the permission granted above being withdrawn by the Administration for any cause whatsoever and the Producer will not be entitled for payment of any compensation whatsoever in such event.

In witness where of, Sri.....
of..... as the Producer of the
film..... have hereunto set their
hands and the day and year herein above written.

Duly constituted authority and Attorney M/s.....
.....

PRODUCER

In presence of Witnesses

1) Name:

Address:

2) Name:

Address: