



City Council Agenda Item Report

FROM: Ryan Cummins, City Manager

MEETING DATE: October 14, 2025

SUBJECT: National Geographic Location Release Form

DESCRIPTION:

AnChi Laster-LeJeune, on behalf of National Geographic, is requesting City approval of the attached release to allow filming and photography at Mount Baldhead Park in October. With a crew of seven people and one talent, they plan a commercial photo and film shoot for the NatGeo and Pure Michigan campaign, highlighting Michigan's fall beauty. The resulting footage will be used online, on social media, and may also air on television.

They are not asking for exclusive use of the park or any City services.

Key Provisions of the Release Agreement

- Indemnification & Property Condition – National Geographic must indemnify the City against claims arising from its negligence or willful misconduct and return the property in as good a condition as when received.
- Rights to Film and Photography – National Geographic is granted all rights, in perpetuity, to its film and photography created at the site.
- Restrictions on Publicity – The City may not issue press releases or other public statements about the project without National Geographic's prior written permission.

I recommend that City Council approve the release.

BUDGET ACTION:

None.

LEGAL REVIEW:

Legal has reviewed the release.

SAMPLE MOTION:

Motion to approve the Location Release Agreement between the City of Saugatuck and National Geographic, granting permission to use Mount Baldhead Park for commercial filming and photography associated with the National Geographic and Pure Michigan campaign.

LOCATION RELEASE FORM

I, the undersigned ("Owner"), for good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby grant National Geographic (National Geographic Partners, LLC, National Geographic Society, or NG Studios, LLC) parents, affiliates, subsidiaries, licensees, agents, representatives, officers, directors, employees, successors and assigns (collectively "NG") permission to enter upon and to use the property, its contents and the appurtenances located at Mt Baldhead Park, Saugatuck, MI 49453 (the "Property") for the purposes of photographing and recording certain scenes in connection with a project currently entitled, **NatGeo + Pure Michigan Video Campaign** ("Project"). All physical embodiments of filming, recording and photography on the Property, including the use of the Property's and/or Owner's name, shall hereinafter be known as the "Materials." NG may place all necessary facilities and equipment on the Property and NG agree to remove same after completion of their work and to leave the Property in as good a condition as when received.

NG will use reasonable care to prevent damage to the Property, and will indemnify Owner and all other parties lawfully in possession of the Property, and hold each of them, harmless from any claims and demands of any person or persons, including but not limited to reasonable outside costs of defense, arising out of or based upon personal injuries, death or property damage ("Claims") suffered by such person or persons resulting directly from any act of negligence or willful misconduct on NG's part in connection with the NG's use of the Property, except Claims resulting from the negligence or willful misconduct of Owner, Owner's employees, agents or affiliates, and/or other parties lawfully in possession of the Property.

Owner grants to NG all rights in and to the Materials, including without limitation, the exclusive right, throughout the world, including under copyright, to use and to license others to use, all or any portion of the Materials, in any manner and in any and all media of any kind, now known or hereafter discovered or developed, whether in or in connection with the Project or in ways not related to the Project, throughout the universe, in perpetuity. Without limiting the foregoing, NG may also use the Materials for or in advertising and promotional purposes in connection with the Project or otherwise. All rights in the Materials, including copyright, shall be vested in NG and neither the Owner, nor any tenant, nor other party having an interest in the Property, shall have any claim or right of action (including any claim for injunctive relief and/or money damages, all of which I hereby knowingly waive) against NG or any other party arising out of any use of the Materials by or with the permission of NG. NG is not obligated to use the Materials.

The undersigned acknowledges that NG is photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder and indemnifies NG from any breach thereof.

Owner agrees not to issue any press releases or other public statements, or speak to the press about Owner's or NG's involvement in the Project without NG's prior written permission.

This is the entire agreement between Owner and NG. No other authorization is necessary to enable NG to use the Property for the purpose here in contemplated.

AGREED and ACCEPTED:

Signature (Owner)

Date

Name – Please Print

Phone / Fax

Company Name

Title

Address

City, State, Zip, Country