

**PHOTOGRAPHY/FILMING
APPLICATION AND PERMIT
(To Be Completed By Applicant)**

Date: _____ Permit # _____

Company: _____ Project Title: _____

Address: _____ Production Type: _____

_____ Location Manager: _____

_____ Production Manager: _____

Phone: _____ Other Contact: _____

Date	Time	Location and Activity	F/C/S*
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*Film/Construct/Strike

Total Personnel: _____ Total Vehicles/Equipment: _____

Generator: _____ Cars: _____ Trucks: _____ Motorhomes: _____ Other: _____

Pyrotechnics: _____ Special Effects Permit #: _____

**PERMIT APPROVAL CHECK LIST
(Staff Only)**

Police Required: _____ Fire Required: _____ Other Required: _____

Approvals: Police _____ Fire _____ Other _____ Traffic Ops Plan Required _____

Other Provisions: _____ Attachments: _____

This permit must be cancelled by _____ or permittee will be charged approximately \$ _____ for personnel costs.

Insurance Company: _____ Expiration Date: _____

Permittee agrees to all the terms and conditions of this permit including provisions on the reverse side of this form and any attachments.

Company Representative: _____ Representative of: _____

SPECIAL EVENT PERMIT

PERMIT ISSUED BY: _____ **DATE:** _____

DATE/LOCATION OF EVENT: _____

PERMIT ATTACHMENTS: _____

HOLD HARMLESS AGREEMENT

The special event permittee/sponsor of event (hereafter called "Permittee") agrees to reimburse the City of Novato (hereafter called "City") for all loss incurred by it in repairing or replacing damage to City property proximately caused by the Permittee, its officers, employees, agents including special event monitors, or any other person attending or joining the special event who was, or reasonably should have been, under the Permittee's control. Persons who merely attend or join in a parade or other special event are not considered by that reason alone to be "under the control" of the Permittee.

The Permittee further agrees to defend without costs, indemnify, and hold harmless the City, its officers, agents and employees from all actions, claims, damages, losses and liability arising out of or alleged to arise out of the special event which was proximately caused by the Permittee, its officers, employees, agents, including special event monitors, or any other person attending or joining in the special event who was, or reasonably should have been under the Permittee's control. Persons who merely attend or join in a parade or other special event are not considered by that reason alone to be "under the control" of the permittee.

STATEMENT OF PERMITTEE

I hereby agree to comply with the terms of the Special Event Permit including the Hold Harmless Agreement, and to comply with all special event permit conditions.

Signature of Permittee: _____ Date: _____

If the special event is sponsored by an organization, the Police Department may also request that this permit be signed by an authorized officer of the sponsoring organization.

Signature of Officer of Sponsoring Organization: _____
Date: _____

NOTICE TO PERMITTEE: This permit and attachments must be carried on the person leading the parade. If your special event is not a parade, this permit must be carried by the person who is in charge of and present at the event.

15-4.3. Insurance

- a. The applicant/sponsor of an event must possess or obtain public liability insurance to protect against loss from liability imposed by law for damages on account of bodily injury and property damage arising from the event. Such insurance shall name on the policy or by endorsement as additional insureds the City of Novato, its officers, employees, and agents. Insurance coverage must be maintained for the duration of the event.

Coverage shall be a Comprehensive General Liability Insurance Policy.

Minimum limits required:

1. \$250,000 each person Bodily Injury
\$500,000 each occurrence Bodily Injury
\$100,000 each occurrence Property Damage
- OR
2. \$600,000 each occurrence combined single limit Bodily Injury and Property Damage

FILM PERMIT RESTRICTIONS

Permittee waives all claims against City of Novato, its officers, agents and employees for loss or damage caused by, arising out of or in any way connected with the exercise of this permit and permittee agrees to save harmless, indemnify and defend the City, its officers, agents and employees from any and all loss, damage or liability which may be suffered or incurred in any way connected with exercise by permittee of the rights hereby permitted, except those arising out of the sole negligence of City.

City shall have the privilege of inspecting the premises covered by this permit at any or all times.

This permit shall not be assigned.

City may terminate this permit at any time if permittee fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents and employees, in the performance of this permit, shall act in an independent capacity and not as officers, employees or agents of the City.

No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin or physical handicap.

Permittee agrees to comply with the terms and conditions contained in the attached Exhibit(s), which terms and conditions are by this reference made a part thereof.

The permittee hereby agrees to comply with all the rules and regulations of the facility or institution subject to this permit.

Permit must be kept on site at all times.

NOTICE OF APPROVAL/DENIAL OF FILM PERMIT

YOUR APPLICATION HAS BEEN:

- Approved.**
- Conditionally approved if you agree to the following changes in your proposed date, time or location of the event:** _____

Reason for change: _____
- Denied. Reason for denial:** _____

- Your request for waiver of the application deadline has been denied. Reason for denial:** _____

_____ Date

_____ Chief of Police or Designee

PERMIT CONDITIONS

Permit Conditions for your event are attached to this notice. The Police Department will ask you to agree in writing to comply with the Permit Conditions when your Film Permit is issued.

You must do the following before your Film Permit will be issued:

1. **Insurance.** You must obtain comprehensive general liability insurance for the special event of the type stated in the Novato Municipal Code, Section 8-9.12, a copy of which is attached to this Notice. You can purchase the required insurance coverage at reasonable rates directly from the City of Novato, or you can provide proof of current insurance coverage by bringing in your own insurance policy or a certificate of insurance with all necessary endorsements. Most insurance matters are handled by the Police Department at 909 Machin Avenue. You should bring in proof of insurance or purchase insurance no later than five days before your special event.

Insurance Exemption. If the primary purpose of your special event is First Amendment Expression (e.g., a protest parade or rally) and the person/organization sponsoring the event cannot afford to purchase insurance, you can request an insurance waiver from the City Manager. To qualify for a waiver, you must first

determine whether insurance is affordable by checking the costs of purchasing coverage from the City or insurance coverage from a licensed insurance agent.

2. **Police Traffic Control Fees.** If overtime police officers will be assigned to handle traffic control at your special event, you must prepay the estimated costs for those services. If the actual costs of providing traffic control on the day of the event is less than the estimated cost, you will be refunded the difference. **YOUR TOTAL POLICE FEES ARE: \$ _____**; or your police fees have been waived for a First Amendment Event _____. **BRING THIS NOTICE WITH YOU TO THE CASHIER AT 901 SHERMAN AVENUE TO PAY YOUR FEES.**
3. **Cleanup Deposit.** A refundable cleanup deposit is required for certain types of special events. Cleanup deposits will be refunded if the event site is cleaned and restored to the same condition as existed prior to the event. **AMOUNT OF CLEANUP DEPOSIT IS LISTED UNDER THE CITYWIDE FEE SCHEDULE RESOLUTION. BRING THIS NOTICE WITH YOU TO THE CASHIER AT 901 SHERMAN AVENUE TO PAY YOUR DEPOSIT.**

THE CASHIER WILL GIVE YOU PROOF OF PAYMENT OF FEES WHICH YOU SHOULD BRING WITH YOU TO THE POLICE DEPARTMENT AS SOON AS POSSIBLE TO OBTAIN YOUR FILM PERMIT. YOUR SPECIAL EVENT IS NOT AUTHORIZED UNTIL YOU HAVE OBTAINED A PERMIT. If you have any questions or need additional time, contact the Police Department.

APPEALS PROCEDURE
(Novato Municipal Code Section 8-9.15)

You have the right to appeal to the City Council or City Manager any of the following:

1. A denial by the Police Department of your application for a special event.
2. A permit condition.
3. The Chief of Police's refusal to grant your request for a waiver of the application deadlines.
4. The amount of police or cleanup fees.
5. A City decision that your insurance coverage does not comply with City requirements.

Your notice of appeal must be filed with the City Clerk no later than five days after your receipt of this Notice. A copy of the Novato Film Permit Ordinance can be obtained from the City Clerk's office.