

TOWN OF FAIRFAX
PHOTOGRAPHY/MOTION PICTURE PERMIT

Permit _____

Coordinating Agency _____

Date _____

Attachments _____

Company _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone _____ Production Type _____

UPM _____ Assistant Director _____

Location Manager _____ Other _____ Dist. _____

Location _____

Activity _____

Date(s) _____ Between the Hours _____ F/C/S _____

Total days _____ Total personnel _____

Veh/equipment _____

Pyrotechnics _____ FX# _____

Technician _____ License# _____ Phone _____

Rangers _____ CHP _____ FSA _____ Other _____

Approval _____

Estimated Costs _____

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

City/County Representative

TOWN OF FAIRFAX

HOLD HARMLESS AGREEMENT FOR FILMING WITHIN THE TOWN

1. The individual signing the application agrees to hold the Town, its elective and appointive boards, officers, agents, and employees harmless from any liability for damage or claims for damage for personal injury, including death as well as from claims for property damage which may arise from the operations by the organization or group, or by any one or more persons directly or indirectly employed by, or acting as agent for the company responsible for the filming in the Town of Fairfax. The company shall agree to defend the Town and its elective and appointive boards, officers, agents and employees from any suits or actions at law or in equity for damages caused, or alleged to have been caused, by reason of any of the filming operations.
2. The Town does not, and shall not, waive any rights against said organization or group which it may have by reason of the aforesaid hold harmless agreement, because of the acceptance by the Town, or the deposit with the Town, of any of the insurance policies described above.
3. The aforesaid hold harmless agreement by the filming company shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid filming operations, regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

By signing this agreement, a responsible party for the film company acknowledges that they have read, and agree to the above rules and regulations relative to the use of Town property for filming. Rules include, but are not restricted to, those outlined above. Applicants would be informed prior to their filming if additional restrictions were to apply.

PLEASE NOTE: Fees must be paid in full prior to your filming. Insurance documents, special permits, and additional charges, if any, must be produced prior to your filming date. The Police Department must determine that all conditions of the filming approval have been met.

Representative of Filming Company

Date: _____

Date(s) of Filming _____

GENERAL LIABILITY SPECIAL ENDORSEMENT

1. ENDORSEMENT NO. _____

2. ISSUE DATE _____

PRODUCER _____

5. POLICY INFORMATION

Carrier: _____

Policy Number: _____

Policy Period: _____

COVERAGE TRIGGER (check which): Occurrence Claims Made

LOSS ADJUSTMENT EXPENSE Included in Limits In Addition to Limits

4. INSURED _____

8. Deductible Self-insured RETENTION (check which) of \$ _____
with an Aggregate of \$ _____ applies to _____ (which)
coverage. Per Occurrence Per Claim

7. APPLICABILITY

This insurance pertains to the operations and/or tenancy of the named insured under all written agreements and permits in force with the City/County unless checked here in which case only the following specific agreements and permits with the City/County are covered:

CITY/COUNTY AGREEMENTS/PERMITS _____

6. TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY
 COMPREHENSIVE FORM

(Alternative Code) _____

8. COVERAGES

PREMISES/OPERATIONS
 UNDERGROUND & COLLAPSE HAZARD
 PRODUCTS/COMPLETED OPERATIONS
 CONTRACTURAL
 INDEPENDENT CONTRACTORS

LIABILITY LIMITS IN THOUSANDS \$

EACH OCCURRENCE	AGGREGATE
_____	_____

10. OTHER PROVISIONS

11. CLAIMS

Underwriter's representative for claims pursuant to the insurance.

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any endorsement now or hereafter attached thereto, it is agreed as follows:

12. **ADDITIONAL INSURED.** The City/County and its respective officers, agents and employees are included as additional insureds with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.

13. **SEVERABILITY OF INTEREST.** This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. This inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.

14. **CANCELLATION OF NOTICE.** With respect to the interests of the City/County this insurance shall not be cancelled, or material reduced in coverage or limits except after thirty (30) days prior written notice to the City/County.

Except as stated above nothing herein shall be held to waive, alter or extend any of the limits, conditions, agreements or exclusions of the policy to which this endorsement is attached.

15. **AUTHORIZED REPRESENTATIVE** Broker/Agent Underwriter _____

16. I _____ (print/type name), warrant that I have authority to bind the above-mentioned insurance company and by my signature hereon do so bind this company to this endorsement.

Signature _____
(original signature required on copy furnished to the City/County.)

Telephone: () _____ Date Signed _____

RESOLUTION NO. 1620

A RESOLUTION OF THE TOWN OF FAIRFAX ADOPTING REGULATIONS
AND ESTABLISHING A PROCESS FOR ISSUING FILM PERMITS

WHEREAS, the Fairfax area is a highly desirable geographic setting for the production of feature films, television shows and commercials; and

WHEREAS, it is the intention of the Town of Fairfax to protect the local environment and community during the film production process, while at the same time complying to the greatest extent possible with AB4680 which is designed to standardize filming permit procedures within California's communities;

NOW, THEREFORE BE IT RESOLVED, that the following film permit processing procedures and regulations are hereby adopted.

SECTION I. DEFINITIONS:

- A. "Motion picture, television, still photography" shall mean and include all activity attendant to staging or shooting commercial motion pictures, television shows or programs, and commercials.
- B. "Charitable films" shall mean commercials, motion pictures, television, video tapes, or still photography produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films, tapes or photos.
- C. "News Media" shall mean the filming or video taping for the purpose of spontaneous, unplanned television news broadcast by reporters, photographers or cameramen.

SECTION II. PERMITS AND EXEMPTIONS

- A. Permit required: No person shall use any public or private property, facility or residence for the purpose of taking commercial motion pictures or television pictures or commercial still photography without first applying for and receiving a permit from the Town Administrator or the Police Chief.

Exemptions:

1. News Media: The provisions of this Chapter shall not apply to or affect reporters, photographers or cameramen in the employ of a newspaper, news service, or similar entity engaged in on-the-spot broadcasting of news events concerning those persons, scenes or occurrences which are in the news and of general public interest.
2. The filming or video taping of motion pictures solely for private-family use.

3. Charitable Films: Projects which qualify under Section 501(c)(3) of the Internal Revenue Code.

SECTION III. RULES AND REGULATIONS

- A. General: The Town Administrator and/or the Police Chief are authorized to regulate the form, time, and location of any film activity set forth with the Town. The following criteria will be considered in making such rules and regulations:
1. The health and safety of all persons.
 2. Avoidance of undue disruption of all persons within the affected area.
 3. The safety of property within the Town
 4. Traffic congestion at particular locations within the Town.
- B. Clean-up: The permittee shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and cleanup of trash and debris. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site.
- C. Filming on Private Property: An applicant is required to obtain the property owner's permission, consent, and/or lease for use of property not owned or controlled by the Town.
- D. Flood Control: When filming in or on flood control properties, the agency must be named as an additional insured.
- E. Traffic Control: For filming that would impair traffic flow, an applicant must use police department personnel and comply with all traffic control requirements deemed necessary.

SECTION IV. APPLICATIONS AND ISSUANCE OF PERMITS

- A. Issuing Authority: The issuing authority shall be the Town Administrator or the Police Chief. They shall work cooperatively and responsibly with the film industry representatives.
- B. Application Form: A standardized permit application form as recommended by the California Film Commission may be used which shall include as a minimum the following information:
1. The name of the owner, the address and telephone number of the place at which the activity is to be conducted;
 2. The specific location of such address or place;
 3. The inclusive hours and dates such activity will transpire;
 4. A general statement of the character or nature of the proposed filming activity;
 5. The name, address and telephone number of the person or persons in charge of such filming activity;

6. The exact number of personnel to be involved;
 7. Use of any animals or pyrotechnics; and
 8. The exact amount/type of vehicles/equipment to be involved.
- C. Permit application forms completed by production company representatives may be submitted by mail or in person.
- D. If the Town has received the proper documents from the production company including the completed application form, hold harmless agreement, certificate of liability insurance, evidence of workers compensation coverage and faithful performance bond (if required), the permit will be issued within the following maximum time limits:
1. 2 working days for approval and issuance of a "normal permit."
 2. 4 working days for permits requiring traffic control which exceeds 3 minutes, stunts or special effects.
 3. 10 working days for road closures.
- E. A permit fee not to exceed the actual cost of issuing the permit may be charged. A business license fee shall be charged based on the following schedule:
- | | |
|---------------------------------------|---------------|
| 1 to 5 persons employed on location | \$118 per day |
| 6 to 35 persons employed on location | \$156 per day |
| 40 to 50 persons employed on location | \$198 per day |
| Over 50 persons employed on location | \$238 per day |
- F. The Town shall establish a cancellation fee which is a portion of the permit cost, and which may be applied if the production company cancels the permit after 3:00 p.m. the last working day before the scheduled shoot.
- G. The production company is required to have a copy of the permit on-site at all times.
- H. Unlimited permit "riders" (a written attachment to the permit that accommodates minor changes) shall be used. However, a permit cannot be extended or amended by rider after the completion of the filming activity.
- I. The issuing authority will coordinate with all other Town Departments involved with reviewing the permit application in order to expedite the review and approval process.
- J. Reimbursement for Personnel: The production company shall reimburse the Town for any personnel provided to the company (i.e. police, fire, traffic) for the purpose of assisting the production.

SECTION V. LIABILITY PROVISIONS

- A. Liability Insurance: Before a permit is issued, a certificate of insurance will be required in an amount of no less than \$500,000, naming the Town as coinsured for protection against claims for third persons for personal injuries, wrongful deaths, and property damage. All officers and employees of the Town shall be named as

additional insureds. The certificate shall not be subject to cancellation or modification until after thirty days written notice to the Town. A copy of the certificate will remain on file, and a standardized insurance form as recommended by the California Film Commission may be used.

- B. Worker's Compensation Insurance: An applicant shall conform to all applicable Federal and State requirements for Worker's Compensation Insurance for all persons operating under a permit.
- C. Hold Harmless Agreement: An applicant shall execute a hold harmless agreement as provided by the Town prior to the issuance of a permit under this ordinance.
- D. Faithful Performance Bond: To ensure cleanup and restoration of the site, an applicant may be required to post a refundable faithful performance bond in an amount to be determined at the time application is submitted. Upon completion of filming and inspection of the site by the Town, the bond may be returned to the applicant.

SECTION VI. VIOLATION

If an applicant violates any provision of this Resolution or a permit issued pursuant thereto, the Town may cancel the permit.

The foregoing Resolution was duly and regularly adopted by the Town Council of the Town of Fairfax, County of Marin, State of California, at a regular meeting thereof, held on the 9th day of April, 1990, by the following vote, to wit:

AYES: Clark, Sherman, Egger and Vice-Mayor Baker

NOES: None

ABSENT: Mayor Lippi

MAYOR


Acting Town Clerk