

**APPLICATION FOR MOTION PICTURE/PHOTOGRAPHY PERMIT**

Company Name: \_\_\_\_\_ Phone: ( ) \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Legal Status:  
Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ Corporation \_\_\_\_\_ Trust \_\_\_\_\_

Company Owner or Principal: \_\_\_\_\_

Type of Organization:  
Photography \_\_\_\_\_ Filming \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_

Unit Production Manager: \_\_\_\_\_

Location Manager: \_\_\_\_\_

Shoot Location: \_\_\_\_\_

Date(s) for shooting: \_\_\_\_\_

Description of Activity: \_\_\_\_\_

Will any road closure or traffic control be necessary? \_\_\_\_\_ No \_\_\_\_\_ Yes

Use of Pyrotechnics? \_\_\_\_\_ No \_\_\_\_\_ Yes

Parking Plan Attached? \_\_\_\_\_ No \_\_\_\_\_ Yes

Number of Vehicles: Essential \_\_\_\_\_ Non-Essential \_\_\_\_\_

**PERMIT AMOUNT DUE (total days \_\_\_\_\_ x total personnel \_\_\_\_\_) = \$ \_\_\_\_\_**

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

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Town Representative

\_\_\_\_\_  
Date

TOWN OF SAN ANSELMO

PHOTOGRAPHY/MOTION PICTURE PERMIT

Instructions:

Review conditions and fill out permit application
Furnish Certificate of Insurance as per liability provisions stated
Sign the Hold Harmless and Indemnification Agreement

Fee Schedule: (based on number of persons employed at the location)

Table with 4 columns: On Town roads or other Town property, On Private Property in Town, Persons at Location, Rate Per Day. It lists rates for 1-3, 4-6, 7-9, and 10 and over persons.

Traffic control costs or any additional costs resulting from the use of police or fire department services shall be paid entirely by the applicant.

TERMS AND CONDITIONS FOR PHOTOGRAPHY/MOTION PICTURE PERMIT

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

This permit shall not be assigned.

Town may terminate this permit at any time if the permittee fails to perform any covenant herein contained at the time and in the manner provided. Town 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 Town.

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 disability.

Permittee agrees to comply with the terms and conditions herein.

The permittee hereby agrees to comply with all the rules and regulations of the facility subject to this permit. Permit must be kept on site at all times.

**TOWN OF SAN ANSELMO**  
**LIABILITY PROVISIONS**

1. **Liability Insurance:** Before a permit is issued, a certificate of insurance will be required in an amount not less than \$1,000,000 naming the Town as co-insured for protection against all claims of third persons for personal injuries, wrongful deaths, and property damage. The Town of San Anselmo, its officers and employees shall be named as additional insured. 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 shall be used.

2. **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.

3. **Hold Harmless and Indemnification Agreement:** An applicant shall execute a hold harmless agreement as provided below prior to issuance of a permit.

4. **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 an application is submitted. Upon completion of filming and inspection of the site by the Town, the bond may be returned to the applicant.

**HOLD HARMLESS AND INDEMNIFICATION AGREEMENT**

I, \_\_\_\_\_, hereby certify that I shall effectively protect and guard the Town of San Anselmo, its officers, agents, and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by myself, any of my employees, or agents, or any sub-contractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. I hereby indemnify, defend, and hold Town harmless from any and all claims, suits, actions, costs, and liability including, attorney fees in connection with the performance of the contract, failure to protect the safety of workers or the general public regardless of the existence of degree of fault or negligence on the part of the Town or myself, subcontractor, or any employee of any of these, other than the sole negligence of the Town, its officers, or employees.

\_\_\_\_\_  
Authorized Representative (Print Name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

**TOWN OF SAN ANSELMO**

**MOTION PICTURE & COMMERCIAL FILMING CONDITIONS**

The following conditions shall apply to all requests for all motion picture or commercial filming permits, per Town of San Anselmo’s Ordinance No. 1013 ( S.A. Muni. Code 6-6.01 to 6-6.07).

The permittee hereby agrees to comply with the following conditions:

- \_\_\_\_\_ 1. Hours of filming activity, including setup and dismantling of equipment, shall be 7:00 a.m. to 7:00 p.m., Monday through Friday only. Filming hours may be extended by a signature survey of the neighborhood. No filming activity on Saturdays shall be permitted without a signature survey. Sunday or holiday filming may be permitted with a signature survey in non-residential areas or school property only (see Section 3-1(g) for the signature survey procedure).
  
- \_\_\_\_\_ 2. Filming activity at a single residential site shall not exceed a maximum of three (3) consecutive days or a total of six (6) days in six (6) months. Additional days may be permitted with a signature survey of the neighborhood (see Section 3-1(g) for the procedure).
  
- \_\_\_\_\_ 3. Filming and all related activities within residential neighborhoods shall not generate additional vehicular traffic of more than eight (8) essential vehicles and six (6) non-essential vehicles. Additional vehicles shall park at a satellite location from the filming site.
  
- \_\_\_\_\_ 4. A parking plan shall be required at the time of permit application for approval by the Town’s Film Coordinator and the Police Department. The plan will indicate the parking location(s) of all essential vehicles and the offsite parking locations(s) of non-essential vehicles.
  
- \_\_\_\_\_ 5. A notification letter to all occupants and business owners within 300 feet of the film location must be hand delivered at least seventy-two hours prior to commencement of filming activity. The Town-approved notification letter must be typed on film company letterhead with the telephone number of a contact person with the company noted, as well as a contact telephone number for the Town of San Anselmo.
  
- \_\_\_\_\_ 6. Filming and all related activities shall not exceed noise levels permitted by Chapter 7 of Title 4 of the San Anselmo Municipal Code.

I have read and agree to the above-stated conditions.

\_\_\_\_\_  
Applicant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

TOWN OF SAN ANSELMO

STILL PHOTOGRAPHY CONDITIONS

The following conditions shall apply to all requests for still photography shoots for the purpose of commercial advertising, using a crew of six or more persons and three or more vehicles, per Section 2 of the Town of San Anselmo’s Ordinance No. 1013 (S.A. Muni. Code 6-6.01 to 6-6.07).

*Minor still photography*, which does not generate the use of more than two (2) vehicles (one of which may be a truck or motor home) and five (5) crewmembers, is exempt from the provisions of this Ordinance but shall require a business license from the Town of San Anselmo.

The permittee hereby agrees to comply with the following conditions:

\_\_\_\_\_ 1. Hours of still photography activity including setup and dismantling of equipment shall be 7:00 a.m. to 7:00 p.m., Monday through Friday only. Photography hours may be extended by a signature survey of the neighborhood. No still photography may be permitted on Saturdays without a signature survey. Sunday and holiday still photography may be permitted with a signature survey at non-residential locations and on school property only (See Section 3-1(g) for the signature survey procedure).

\_\_\_\_\_ 2. Still photography activity at a single residential site shall not exceed a maximum of three (3) consecutive days or a total of twelve (12) days in six (6) months. Any increase above the maximum twelve (12) days may require a signature survey.

\_\_\_\_\_ 3. Still photography and all related activity within residential neighborhoods shall not generate additional vehicular parking of more than 5 vehicles, of which 2 may be equipment truck/trailers and/or motor homes. Any increase in vehicle activity, including additional passenger cars shall require submittal of a parking plan at the time of permit application for the approval by the Film Coordinator. A signature survey for any increase in parking may also be required.

\_\_\_\_\_ 4 Still photography and all related activity shall not exceed noise levels permitted by Chapter 7 of Title 4 of the San Anselmo Municipal Code.

I have read and agree to the above-stated conditions.

\_\_\_\_\_  
Applicant’s Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name