

Film Permit Application



City of Sierra Madre

Film Division
 611 East Sierra Madre Blvd.
 Sierra Madre, California 91024
 (626) 355-5278 Fax (626) 836-6656
 www.cityofsierramadre.com

COMPANY INFORMATION

COMPANY NAME	PROJECT TITLE
ADDRESS	
PHONE NUMBER	FAX NUMBER

PERSONNEL INFORMATION

PROJECT MANAGER	PHONE NUMBER
LOCATION MANAGER	PHONE NUMBER
ASSISTANT DIRECTOR	PHONE NUMBER
OTHER	PHONE NUMBER

PRODUCTION INFORMATION

PRODUCTION DATES (To be covered by this permit)		
PRODUCTION TYPE <input type="checkbox"/> Television <input type="checkbox"/> Feature <input type="checkbox"/> Commercial <input type="checkbox"/> Music Video <input type="checkbox"/> Photography <input type="checkbox"/> Other		
TOTAL PERSONNEL (Cast and Crew)		
TOTAL VEHICLES AND EQUIPMENT		
EQUIPMENT DETAIL	Generators	
	Cars	
	Trucks	
	RVs	
	Others	

INSURANCE

Insurance certificate must be issued in the minimum amount of \$1,000,000 naming the City of Sierra Madre as additional insured and underwritten by a company admitted as an insurance carrier in the State of California, and have a "BEST's" rating of at least A-VII.

INSURANCE COMPANY	EXPIRATION DATE
INSURANCE CERTIFICATE ATTACHED	<input type="checkbox"/> Yes <input type="checkbox"/> No

LOCATION SHOOT

Please give specifics about your shoot below. Attach sheets if more space is needed. You must include the addresses, nearest cross streets and telephone numbers of the filming locations. Also describe scenes to be filmed (including animals, pyrotechnics, interior, exterior and stunts.)

No activity is permitted prior to 7:00 am or later than 11:00 pm without consent from the City and 100% of the effected residents.

DATE	TIME	LOCATION	ACTIVITY	PREP / FILM / STRIKE

TRAFFIC / STREET CLOSURES

If filming is planned on City streets and / or City property, please attach the following:

1. A site plan showing locations of cast and crew, vehicles and the route to be traveled in order to film a scene.
2. A site plan for parking of production vehicles.

DESCRIBE NATURE OF STREET CLOSURE

PARKING LOCATION OF CAST AND CREW

STUNTS / SPECIAL EFFECTS

If your project will involve stunts or special effects, please provide detailed information about specific plans.

ANIMALS TO BE USED

PYROTECHNICS

PYROTECHNICS SPECIFICS

PYROTECHNICIAN	LICENSE NUMBER
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HAZARDOUS MATERIALS TO BE USED

NOISE

The maximum level of decibel noise allowed will be established by the Police and Fire Department pursuant to the health and safety regulations and Sierra Madre Municipal Code.

ANTICIPATED DECIBEL LEVELS

FILMING ACTIVITY

FILMING ACTIVITY NECESSARY AFTER 11:00 PM OR BEFORE 7:00 AM Yes No

Describe activity, number of personnel and type of equipment to be used between the 11:00 pm to 7:00 am hours and any lighting anticipated to be in the excess of two (2) lumens per square foot during each period.

Applicant agrees to all the terms and conditions of this permit including provisions listed at the bottom of this form and any attachments. Applicant agrees to indemnify, hold harmless and defend the City and its officers from any and all liability and charges for charges proximately resulting from the operations of the company and its officers, employees and contractees under this permit. The Applicant also agrees to be liable to the city for all damages to public property resulting from the operations of the company and its officers, employees and contractees under this permit and pay to the City on demand, the cost of all repairs to public property made necessary by any operation under this permit.

SIGNATURE OF APPLICANT

DATE

REPRESENTATIVE OF (COMPANY NAME)

OFFICE USE ONLY

PERMIT NUMBER GRANTED	DATE OF ISSUANCE
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ISSUED BY	TITLE
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FEES	Permit Fee	\$	x	days	=	\$
	Fire Personnel	\$	x	hours	=	\$
	Police Personnel	\$	x	hours	=	\$
	Other	\$	x		=	\$
	Total					

APPROVALS	Police Department	
	Fire Department	
	Public Information Officer	
	Film Monitor	
	Other	

ATTACHMENTS	
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OTHER CONDITIONS	
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REQUIRED DOCUMENTS	Film Application	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Acknowledgment Form	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Signature Sheet	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Invoice	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Site Maps	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Special Conditions	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Certificate of Insurance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Indemnification Agreement	<input type="checkbox"/> Yes	<input type="checkbox"/> No

This permit will be effective _____ through _____

Film Permit Application Indemnification Agreement



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1. IDENTIFICATION

This INDEMNIFICATION AGREEMENT (“Agreement”) is entered into by and between the City of Sierra Madre, a California municipal corporation (“City”) and

_____, (“Applicant”).

City and Applicant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

2. RECITALS

- 2.1 Applicant desires to conduct activity within the City for which a City Film Permit is required, pursuant to Chapter 5.36 of the Sierra Madre Municipal Code.
- 2.2 Whenever a city allows activity within the city which disrupts the typical activity within the city, such as filming activity, cities can be exposed to additional legal risk.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and in the City Film Permit, City and Applicant agree as follows:

3. Qualification as Indemnification Agreement

The City agrees that this agreement constitutes an indemnification agreement within the meaning of Sierra Madre Municipal Code section 5.36.120.

4. Indemnification

- 4.1 Broad Interpretation. The parties agree that City, its officers, agents, employees and designated volunteers should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, reasonable attorneys’ fees, litigation costs, or any other cost arising out of or in any way related to the performance under this Agreement, or in any way relating to filming activities authorized by Applicant, or in any way related to the processing or issuance of a City Film Permit, and any related legal requirements, such as environmental documentation. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the City with the fullest protection possible under the law. Applicant acknowledges that City would not enter into this Agreement or issue a City Film Permit in the absence of Applicant’s commitment to indemnify and protect City as set forth herein.
- 4.2 Applicant Indemnifies, Holds Harmless and Defends. To the fullest extent permitted by law, Applicant shall indemnify, hold harmless and defend City, its officers, agents, employees and volunteers from and against any and all claims, losses, costs or expenses, including but not limited to damage due to death or injury to any person and injury to any property, resulting from or arising out of, or in any way relating to, filming activities within the City by Applicant or Applicant’s agents, the processing or issuance of a City Film Permit, or any related legal requirements, such as environmental documentation. Such costs and expenses shall include reasonable attorneys’ fees incurred by counsel of City’s choice. Upon receipt of a claim or lawsuit, Applicant shall provide an advance deposit against defense fees and costs in a reasonable amount to be determined by the City in its discretion.

- 4.3 No Limit on City's Power. This agreement in no way limits the power of the City to make any determination pursuant to Chapter 5.36, including the denial, approval, or conditional approval of an application for a City Film Permit.

5. **Mutual Cooperation**

If any claim or action is brought against City relating to the actions of Applicant or any of its agents in connection with this Agreement, Applicant shall render or cause to be rendered any reasonable assistance that City may require.

6. **Surviving Covenants**

The parties agree that the covenants contained in Sections 4, 5 and 7 of this Agreement shall survive the expiration or termination of this Agreement.

7. **General Provision**

- 7.1 Use of Captions. The captions appearing at the start of any paragraph or heading in this Agreement, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the section or paragraph thereof, as the case may be, shall control the construction of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 7.2 Limits on Waiver. The waiver by the parties of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by the parties unless made in writing.
- 7.3 Cumulative Rights. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise, shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.
- 7.4 Enforcement of Terms. If legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action.
- 7.5 Sufficient Consideration. The parties agree that this agreement includes sufficient consideration to cause the agreement to be legally binding.
- 7.6 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 7.7 California Law. This Agreement shall be governed and construed in accordance with the laws of the State of California. The venue for any litigation shall be Los Angeles County, California.
- 7.8 Entire Agreement. This instrument contains the entire Agreement between City and Applicant with respect to indemnification. No other prior oral or written agreements are binding upon the parties.

7.9 Counterparts. This Agreement may be executed in counterpart. Facsimile transmission of signature pages shall have the same force and effect as originals. The individuals executing this Agreement represent and warrant that he/she has the full authority to enter into this Agreement on behalf of the each party.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

"City"
City of Sierra Madre

By: _____
Elisa C. Cox, Public Information Officer

Date: _____

"Applicant"

By: _____

Title: _____

Date: _____

Filming Regulations



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GENERAL REQUIREMENTS

In accordance with Sierra Madre Municipal Code (SMMC) Chapter 5.36, the City of Sierra Madre issues City Film Permits to businesses and individuals who wish to film on public or private property within the City limits. Filming activities include but are not limited to all on-site preparation (prep), filming and all breakdown (strike) activities. The City Film Monitor has the discretion to impose additional conditions to City Film Permits. Failure to comply with any of the stated conditions shall be grounds for revoking the permit.

The City Film Monitor is the primary contact for all Production Companies. All inquiries should be directed to the City Film Monitor. All complaints should be directed to the City's Public Information Officer.

1. APPROVAL

Approval in the form of a petition, signature card, facsimile or e-mail is required from a minimum of 51% of all property owners and/or tenants over the age of 18 for each parcel located within 250 feet of the perimeter of the property on which the filming is to take place. If the City Film Permit will involve a street closure, approval is required from 100% of all property owners and/or tenants over the age of 18 for each parcel located within 250 feet of the perimeter of the property on which the filming is to take place as well as the approval of the Public Information Officer, Directors of Development Services and Public Works and the Police and Fire Chiefs. Approvals may be gathered by the Production Company or, for an additional fee, will be collected by the City Film Monitor.

For Extra Small Film Productions, Small Film Productions, and Still Photo Shoots, the Production Company, or the Film Monitor for an additional fee, shall distribute a "Notice of Intent to Film", explaining the date(s), time(s), location and general details of the Film Activity, to property owners and/or tenants within 250 feet of the location of the film site. If the Film Monitor receives written disapproval from more than 25% of residents and/or tenants within 250 feet of the film site within 48 hours of the delivery of the Notice of Intent to Film, the application for a City Film Permit shall be denied.

Any negotiations or arrangements for film activity on private property shall be the concern of the Production Company and the private property owners and the City disclaims any involvement in or responsibility for those negotiations or arrangements.

2. FILM LAYOUT AND EQUIPMENT PLANNING

A filming layout diagram and parking plan must be submitted with an application for a City Film Permit. All vehicles and equipment must be parked in designated areas only, with shuttle service to assigned parking areas. Should directional signage be required please see the City Film Monitor for specific criteria. Parking of film vehicles belonging to the Production Company or production staff without prior authorization and identification will be cited for violating SMMC Section 10.24.110. No vehicle parking is allowed without prior authorization of the Police and Fire Chiefs on any curbs, sidewalks or existing re-marked zones. There shall be a 20 ft. access lane opened for emergency vehicles at all times.

3. PERMIT DEADLINES

An application must be submitted at no later than 5 business days before filming begins; 7 business days for traffic control exceeding 3 minute intervals, for stunts and or special effects; 10 business days for road closures.

The application for a City Film Permit will be reviewed by all pertinent City Departments deemed necessary by the Film Monitor. Production Companies must maintain a copy of the City Film Permit on-site at all times during

film activity. A completed application with necessary approvals, forms and fees must be submitted before filming activity (including prep) begins.

4. TRAFFIC CONTROL

Streets may be blocked off for not more than 3 minute intervals, with a minimum of 5 minute intervals for vehicle and pedestrian passage with Police Department supervision. Street closures must be approved by the Directors of Development Services and Public Works and the Police and Fire Chiefs after approval is obtained from 100% of all property owners and/or tenants, over the age of 18, for each parcel located within 250 feet of the perimeter of the property on which the filming is to take place of consented to the closure. Sierra Madre Boulevard and Baldwin Avenue cannot be blocked during rush hour as established by the Police Department.

5. FIRE SAFETY OFFICER

Fire Safety Officers will be required for:

- A. Productions using pyrotechnic special effects as defined in California Health and Safety Code Section 12532 and other special effects such as flame bars, propane canons and other large fire scenes where flammable liquids and gases are used.
- B. Productions which involve stunts. This may include pyrotechnic special effects, the use of helicopter, automobile crashes, chase scenes, body burns, and any type of jumps or leaps which involve automobiles, motorcycles, and people.
- C. Productions using tents where the occupant load exceeds 500.
- D. Interior productions where generators, lights, and other filming equipment present a fire hazard and where set decorations, props, and equipment may obstruct exits, access ways, and other building fire protection systems.
- E. Interior and exterior productions which may cause the public to congregate and/or where the case and crew size affects safe egress. This may be exempted if the building is designed for assembly occupancies.
- F. Productions occurring in mountainous-brush or forest-covered lands where the potential for a brush fire exist or roads or trails traversing through such areas.

All other filming production requires a fire inspection as part of the City Film Permit, during inspection if the Fire Chief and/or his designee deem that a Fire Safety Officer is needed, production will cease until a Fire Safety Officer is on scene, at the expense of the Production Company. All filming activities shall be reviewed on a case by case basis to determine the level of hazardousness and whether or not the production requires a Fire Safety Officer or Fire Inspection.

6. DOWNTOWN DISTRICT

Sierra Madre's Downtown District includes Sierra Madre Blvd. from Sierra Place to Lima; and Baldwin Ave. from Suffolk to Highland. The following conditions are applicable to a City Film Permit for film activity in the Downtown District:

- A. Crew and cast parking may be restricted on Baldwin Ave. and Sierra Madre Blvd. A plan providing adequate parking must be submitted and approved by the City Film Monitor.
- B. The film site must constantly be kept clean. Each Production Company must have its own trash receptacles, sufficient for all trash and recyclables. Trash receptacles must be obtained through Athens Waste Management, (888) 336-6100. Each company is responsible for removal of all trash and recyclables.

7. FILM PRODUCTION HOURS OF OPERATION

Except as otherwise stated herein, Film Activity may take place between the hours of 7:00 AM and 11:00 PM. For production during the hours of 11:00 PM and 7:00 AM, 100% approval must be obtained from all property

owners and/or tenants, over the age of 18, for each parcel located within 250 feet of the perimeter of the property on which the filming is to take place.

8. SMALL FILM PRODUCTION

Small Film Productions engaging in Film Activity shall following the following conditions:

- A. Production must be contained on the site where film activity will take place.
- B. Film activity shall occur between 8:00 AM and 8:00 PM.
- C. Production consists of a cast and crew of 50 or fewer persons.
- D. No vehicles shall be permanently parked on streets beyond the location film site.

9. EXTRA SMALL FILM PRODUCTION

Extra Small Film Productions engaging in Film Activity shall following the following conditions:

- A. Production must be contained on the site where Film Activity will take place.
- B. Film activity shall occur between 8:00 AM and 8:00 PM.
- C. Production consists of a cast and crew of 5 or fewer persons.
- D. No vehicles shall be permanently parked on streets beyond the location film site.
- E. There shall be no use of a generator.

10. STILL PHOTO SHOOT

Those engaging in still photography with a cast and crew of 3 or more people shall following the following conditions:

- A. Production must be contained on the site where photography will take place.
- B. Film activity shall occur between 8:00 AM and 8:00 PM.
- D. No vehicles shall be permanently parked on streets beyond the location film site.

11. FILM PERMIT FEES

The Production Company shall pay to City all applicable fees and deposits prior to issuing a City Film Permit. Any cancellation of Film Activity after a City Film Permit has been issued will result in the forfeiture of the deposit.

All refund requests for film production deposits must be completed on the City of Sierra Madre Refund Request Form, accompanied with a completed W-9 and submitted to the City Film Monitor. Deposit refunds can take up to 4-weeks for processing.

12. INSURANCE

At the discretion of the City Film Monitor and prior to issuing a City Film Permit, the Production Company shall be required to present to the City a Certificate of Insurance with the following insurance coverage: General Liability insurance in an amount not less than \$1,000,000 naming the City of Sierra Madre, its officers, employees, agents and volunteers as additional insured for protection against claims of third persons for personal injuries, wrongful deaths, and property damage and to indemnify the City for damage to City property arising out of the applicant's Film Activity. The certificate shall not be subject to cancellation or modification until after thirty days written notice to the City. Such insurance shall be issued by a company permitted to do business in the State of California with an AM Best's rating of at least A-VII. Such insurance shall be evidenced by the standard General Liability Special Endorsement Form mandated by the California Film Commission which will remain on file with the City's Risk Manager. Evidence of Worker's Compensation Insurance for all persons operating under a City Film Permit shall be provided as required by State law.

13. INDEMNIFICATION

The Production Company must submit with an application for a City Film Permit an indemnification agreement, on a form approved by the City Attorney, in which the Production Company agrees to defend, indemnify and hold harmless the City, its officers, agents, employees and volunteers from all claims and liability arising from or in connection with the Film Activity and the issuance of the City Film Permit.

Film Permit Application Acknowledgement Form



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I, the undersigned as a representative for _____ (production company), understand the aforementioned Filming Regulations and furthermore understand that a Film Permit Application gives no assurance that a Film Permit will be issued to myself or the production company.

Signature

Date

Printed Name

Mobile Phone Number