

Film Permit Application



City of Sierra Madre
 Film Division
 232 W. Sierra Madre Blvd.
 Sierra Madre, California 91024
 (626) 355-5278
 www.cityofsierramadre.com

COMPANY INFORMATION

COMPANY NAME PIX PRODUCERS, II INC	PROJECT TITLE ADVERTISEMENT
ADDRESS 529 WEST 42ND STREET #2J NEW YORK NY 10038	
PHONE NUMBER [REDACTED]	EMAIL [REDACTED]

PERSONNEL INFORMATION

PROJECT MANAGER JOHN SEPE	PHONE NUMBER [REDACTED]
LOCATION MANAGER JOHN SEPE	PHONE NUMBER [REDACTED]
ASSISTANT DIRECTOR N/A	PHONE NUMBER [REDACTED]
OTHER TIM BALLOU @ FILM THIS!	PHONE NUMBER [REDACTED]

PRODUCTION INFORMATION

PRODUCTION DATES (To be covered by this permit, including prep and strike) WEDNESDAY 09/28/2022
PRODUCTION TYPE <input type="checkbox"/> Television <input type="checkbox"/> Feature <input type="checkbox"/> Commercial <input type="checkbox"/> Music Video <input checked="" type="checkbox"/> Photography <input type="checkbox"/> Other
TOTAL PERSONNEL (Cast and Crew) 20
TOTAL VEHICLES AND EQUIPMENT
EQUIPMENT DETAIL
Generators 0
Cars 0
Trucks 1
RVs 1
Tents (Additional permits may be needed as required in sections 105.6 & 105.7 CFC) 0
Others 1 MINIVAN, 1 15 PASSENGER VAN, 1 CARGO VAN

INSURANCE

INSURANCE COMPANY NEW YORK MARINE AND GENERAAL INSURANCE COMPANY	EXPIRATION DATE 11/24/2022
INSURANCE CERTIFICATE ATTACHED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

PRODUCTION LOCATION

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 10:00 pm without consent from the City and 75% of the affected residents.

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: [Redacted] DATE: 9/14/22 REPRESENTATIVE OF (COMPANY NAME): TIM BALLOU, FILM THIS.

OFFICE USE ONLY

PERMIT NUMBER GRANTED: 2223-26 DATE OF ISSUANCE: 9/22/2022

ISSUED BY: Lauren Heinz TITLE: Film Coordinator

FEES	Permit Fee	\$ 321	x	1 days	=	\$ 321
	Fire Personnel Permit	\$ 42	x	hours	=	\$ 42
	Police Personnel	\$ 0	x	0 hours	=	\$ 0
	Film Monitor	\$ 0	x	0 hours	=	\$ 0
	Business License	\$ 42			=	\$ 42
	Deposit	\$ 2222			=	\$ 2222
	Other	\$			=	\$
Total						\$ 2627

APPROVALS	Fire Department	[Redacted]
	Police Department	[Redacted]
	Community Services Manager	[Redacted]
	Film Coordinator	[Redacted]
	Other	[Redacted]

OTHER CONDITIONS

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

This permit will be effective 9/28/2022 through 9/28/2022

Film Permit Application Indemnification Agreement



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A. INDEMNIFICATION

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

PIX PRODUCERS, II INC _____, ("Applicant").

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

B. 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

Parties agree 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.

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: 
Rebecca Silva-Barron, Community Services Manager

Date: Sept. 19, 2022

"Applicant"

PIX PRODUCERS, II INC

By: 

Title: AGENT FOR

Date: 9/14/2022

5. Parking shall be subject to chapter 10.24 of this code.
6. A traffic study shall be prepared and submitted with the application for any street closures.
7. Lighting shall be hooded and directed downward to reflect away from adjoining properties.
8. Applicants must secure the approval of:
 - a) 51% of property occupants within a 250ft radius of the property where production is to take place between the hours of 7:00 am-10:00 pm.
 - b) 75% of property occupants within a 250ft radius of the property where production is to take place if the activity includes a street closure between the hours of 7:00 am-10:00 pm.
9. The approval of property occupants is not required for production activities occurring between the hours of 10:00pm-7:00 am.
10. A Notice of Intent to Film must be provided to every residential address within a 300ft radius of the property where production will take place.
11. Any variance from these standards may be approved in writing by at least 75% of occupants within a 250ft radius of the property where production will take place.

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 Coordinator 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 10 business days before filming activity begins. Any requests for traffic control at 3 minute intervals, road closures, stunts and or special effects must be included on the application upon submission.

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 and Permit Approval Letter 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. Any request for street closures must be reviewed and approved by SMPD and SMFD, Community Services Manager, Directors of Development Services and Public Works with signature approval submitted to the Film Coordinator. Sierra Madre Boulevard and Baldwin Avenue cannot be blocked during rush hour, 7AM-9:30AM and 2:30PM-4:30PM, as established by the Police Department. A traffic study shall be prepared and submitted with the application for any street closures.

5. CITY OF SIERRA MADRE FIRE SAFETY OFFICER

Sierra Madre 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. A Sierra Madre Fire Safety Officer is required on set during rehearsal and filming for any of the stated effects, no exceptions.

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, simulated gunfire and squibs. A Sierra Madre Fire

production activity shall be set forth in a schedule of fees, costs and charges adopted by city council resolution.

- B. Charitable and student productions will be subject to a discounted permit fee as they are not commercial in nature, but still impose a burden upon the community and city staff.

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

10. POSTPONEMENT

Any production that wishes to postpone their activity will be required to recanvas and gather new signatures from the merchants/residents within the affected area.

11. GENERAL LIABILITY INSURANCE

- A. Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- B. Minimum Limits: \$5,000,000 per Occurrence; \$10,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If Permittee maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by Licensee/Permittee.
- C. City of Sierra Madre shall be endorsed as an additional insured for liability arising out of operations performed by or on behalf of the Permittee for which a permit has been issued (either ISO endorsement CG 20 12 or CG 20 26, or their equivalents).
- D. For any claims related to this Permit, the Permittee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sierra Madre, its officers, officials, employees, or volunteers shall be excess of the Permittee's insurance and shall not contribute with it.
- E. Permittee hereby grants to City of Sierra Madre a waiver of any right to subrogation, which any insurer of said Permittee may acquire against the City of Sierra Madre by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sierra Madre has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sierra Madre for all work performed by the Permittee, its employees, agents and subcontractors.
- F. Permittee shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Permittee's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

12. APPEAL PROCEDURES

- A. The decision of the City Film Monitor to issue, conditionally issue, not issue or revoke a city film permit may be appealed by any impacted property owner within the Residential or Non-Residential Area or by the applicant in writing five days of the decision or post-marked date of the notice informing residents of the decision. The appeal must include copies of all pertinent material necessary to support the appellant's position. The city manager or their designee shall hear all appeals and any actions of the city manager or their designee shall be final.
- B. Such written request for an appeal shall be accompanied by a fee, as established by city council resolution. The fee shall be refunded to the appellant if the city manager, or their designee, sustains the appeal.

Film Permit Application Acknowledgement Form



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I, the undersigned as a representative for PIX PRODUCERS, II INC (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 [REDACTED]

TIM BALLOU
Printed Name

Date 9/14/22

[REDACTED]
Number