

# 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<br><b>Hearst Media Production Group</b>                     | PROJECT TITLE<br><b>Harlem Globetrotters: Play It Forward</b> |
| ADDRESS<br><b>884 Allbritton Blvd. Suite 200, Mt. Pleasant, SC 29464</b> |   |
| [REDACTED]   |   |

## PERSONNEL INFORMATION

|  |              |
|--|--------------|
| PROJECT MANAGER<br><b>Chris Katz</b>   | [REDACTED]   |
| LOCATION MANAGER<br><b>Amani James</b> | [REDACTED]   |
| ASSISTANT DIRECTOR                     | PHONE NUMBER |
| OTHER                                  | PHONE NUMBER |

## PRODUCTION INFORMATION

|   |  |           |
|---|--|-----------|
| PRODUCTION DATES (To be covered by this permit, including prep and strike)<br><b>10/9/22</b>  |  |           |
| PRODUCTION TYPE<br><input checked="" 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)   | <b>10 crew / 25 cast</b>   |           |
| TOTAL VEHICLES AND EQUIPMENT  |  |           |
| EQUIPMENT DETAIL  | Generators   |           |
|   | Cars   | <b>15</b> |
|   | Trucks   |           |
|   | RVs  |           |
|   | Tents (Additional permits may be needed as required in sections 105.6 & 105.7 CFC) |           |
| Others  |  |           |

## INSURANCE

|   |   |
|---|---|
| INSURANCE COMPANY<br><b>AON/Albert G. Ruben Insurance Services Inc.</b> | EXPIRATION DATE<br><b>4/1/2023</b>                                  |
| 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.

| DATE     | TIME       | LOCATION          | ACTIVITY  | PREP / FILM / STRIKE |
|----------|------------|-------------------|---|----------------------|
| 10/09/22 | 8am to 8pm | Sierra Vista Park | Globetrotters volunteer coaching a K.E.EN session. See attached write-up. | Film                 |
|          |            |                   |   |                      |
|          |            |                   |   |                      |

### 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.
3. A traffic study shall be prepared and submitted with the application for any street closure.

|                                   |             |
|-----------------------------------|-------------|
| DESCRIBE NATURE OF STREET CLOSURE | N/A         |
| PARKING LOCATION OF CAST AND CREW | At the park |

### STUNTS / SPECIAL EFFECTS

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

|                           |
|---------------------------|
| N/A                       |
| ANIMALS TO BE USED<br>N/A |

### PYROTECHNICS

|                                       |                       |
|---------------------------------------|-----------------------|
| PYROTECHNICS SPECIFICS<br>N/A         |                       |
| PYROTECHNICIAN<br>N/A                 | LICENSE NUMBER<br>N/A |
| HAZARDOUS MATERIALS TO BE USED<br>N/A |                       |

### FIRE EXTINGUISHERS

Minimum sized extinguisher – **2A:10BC**. All extinguishers must have been serviced within the past 12 months. Extinguishers must be located on all trucks, all generators and on the active set. Extinguisher accessibility (Remove from the inside of the generator and place on trailer). The entire film crew must be familiar with each extinguishers location and use. **Extinguishers required by this permit must be provided by production.**

### NOISE

The maximum level of decibel noise allowed will be established by SMMC Chapter 9.32.

|                            |
|----------------------------|
| ANTICIPATED DECIBEL LEVELS |
|----------------------------|

### PRODUCTION ACTIVITY

|   |   |
|---|---|
| FILMING ACTIVITY NECESSARY AFTER 10:00 PM OR BEFORE 7:00 AM | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
|---|---|

Describe activity, number of personnel and type of equipment to be used between the 10:00 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.

[REDACTED] 09/27/22 Hearst Media Production Group  
 SIGNATURE OF APPLICANT DATE REPRESENTATIVE OF (COMPANY NAME)

**OFFICE USE ONLY**

PERMIT NUMBER GRANTED: 2223-08 DATE OF ISSUANCE: 10/3/2022

ISSUED BY: Lauren Heinz TITLE: Film Coordinator

| FEES | Permit Fee                   | \$ 1069         | x | 1 days             | = | \$ 1069         |
|------|------------------------------|-----------------|---|--------------------|---|-----------------|
|      | Fire Personnel <u>Permit</u> | \$ 43           | x | hours              | = | \$ 43           |
|      | Police Personnel             | \$ <del>0</del> | x | <del>0</del> hours | = | \$ <del>0</del> |
|      | Film Monitor                 | \$ <del>0</del> | x | <del>0</del> hours | = | \$ <del>0</del> |
|      | Business License             | \$ 42           |   |                    | = | \$ 42           |
|      | Deposit                      | \$ 2222         |   |                    | = | \$ 2222         |
|      | Other                        | \$              |   |                    | = | \$              |
|      | <b>Total</b>                 |                 |   |                    |   |                 |

| APPROVALS | Fire Department            |  |
|-----------|----------------------------|--|
|           | Police Department          |  |
|           | Community Services Manager |  |
|           | Film Coordinator           |  |
|           | Other                      |  |

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 10/9/2022 through 10/9/2022

# Film Permit Application Signature Sheet



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

## NOTICE TO THE PUBLIC

This signature sheet may be circulated by a paid or volunteer signature gatherer. The City of Sierra Madre is not responsible for verifying the accuracy of the name, address, or signature below. You may view the Signature Sheet and confirm its accuracy by visiting [www.cityofsierramadre.com](http://www.cityofsierramadre.com).

I understand that Hearst Media Production Group (Film Company) has requested a film permit from the City of Sierra Madre to film on 10/9/22 through 10/9/22 from the hours of 8am to 8pm. The filming will take place at Sierra Vista Park.

I also understand that a minimum of \_\_\_\_\_ of residents within 250 feet of the perimeter of the property on which filming is to take place must consent before the permit will be granted. I, the undersigned, consent to / oppose filming in my neighborhood for the above dates, times and location. As the tenant of the undersigned property, I confirm that I have the legal right from the property owner to allow filming at / on this property and am over the age of 18 years.

| NAME (Please Print) | ADDRESS | SIGNATURE | APPROVE   |
|---------------------|---------|-----------|---|
|                     |         |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                     |         |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                     |         |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                     |         |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                     |         |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                     |         |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|                     |         |           | <input type="checkbox"/> Yes<br><input type="checkbox"/> No |

I, \_\_\_\_\_, declare under penalty of perjury under the laws of the State of California and the Sierra Madre Municipal Code that the foregoing is true and correct. I personally circulated the attached signature sheet for signing. I personally witnessed each of the appended signatures being written on the petition. To my best information and belief, each signature is the genuine signature of the person whose name it purports to be. The appended signatures were obtained between the dates of \_\_\_\_\_ and \_\_\_\_\_ inclusive.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# 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

Hearst Media Production Group, ("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.

## 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: \_\_\_\_\_

Rebecca Silva-Barron, Community Services Manager

Date: \_\_\_\_\_

*Oct. 3, 2022*

**"Applicant"**

By: \_\_\_\_\_

Chris Katz

Title: \_\_\_\_\_

Associate Producer

Date: \_\_\_\_\_

9/27/22

# 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 the primary contact for all Production Companies. All inquiries should be directed to the City Film Monitor. All complaints should be directed to the Community Services Manager.

## 1. APPROVAL

Approval in the form of a petition, signature card may be 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 75% 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 Community Services Manager, Directors of Development Services and Public Works, Sierra Madre Police Department and Sierra Madre Fire Department. Property owner and/or tenant approvals must be gathered by the Production Company and delivered to the Film Monitor.

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.

### A. Residential Area Standards

1. Each property is limited to 30 days of film or photography activity per year and 10 days of film or photography activity per month.
2. There must be at least 14 days between each production.
3. Production activities are limited to the hours of 7:00 am through 10:00 pm, Monday through Saturday.
4. Noise shall be subject to chapter 9.32.030 of this code.
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 approval of the occupant of the property where the proposed production will take place.
9. Notice must be provided to every residential address within a 300ft radius of the property where the proposed production activity will take place.
10. Any variance from these standards may be approved in writing by at least 75% of the occupants within a 250ft radius of the proposed production location.

### B. Non-Residential Area Standards

1. There is no limitation on the number of days of production activity per year per property.
2. There is no limit on the number of days between productions.
3. Production activities are permitted 24 hours per day, 7 days a week.
4. All noise shall be subject to Section 9.32.040.



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

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

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 Sierra Madre 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 Sierra Madre Fire Safety Officer or Fire Inspection.

## **6. Non-Residential Area**

Sierra Madre's Non-Residential Area includes the Downtown District and 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 Coordinator.

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 10:00 PM with no variances to the set standards for Residential or Non-Residential Areas. For productions requesting any variance of the set standards will require a minimum of 51% approval from all property owners and/or tenants, over the age of 18, for each parcel located within 250ft of the perimeter of the property on which the filming is to take place. 75% approval in Non-Residential if the request involves a street closure.

## **8. STILL PHOTO SHOOT**

Those engaging in still photography with a cast and crew of 5 or more people shall following the following conditions:

A. Production must be contained on the site where photography will take place.

B. No vehicles shall be permanently parked on streets beyond the location film site.

## **9. 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.

A. All fees, costs and charges associated with the issuance of a city film permit or associated with the regulation and enforcement of this chapter and the rules and regulations for

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.

### **13. REVOCATION OF A CITY FILM PERMIT**

- C. A city film permit may be revoked in writing by the city Film Monitor for the following reasons:
  - (1) Misrepresentation of production parameters or special effects on the permit application.
  - (2) Any violations of the Sierra Madre Municipal Code, state or federal law, and/or this ordinance.
  - (3) Any violation of the conditions imposed on the city film permit.
- B. The Sierra Madre Police and Fire Departments are authorized to suspend the following production activity:
  - (1) Unpermitted production activity.
  - (2) Permitted production activity that violates federal, state or local law, including the Sierra Madre Municipal Code.
  - (3) Permitted production activity that interferes with the provision of emergency services or city business. If either Sierra Madre Police and/or Fire Departments suspend production activity, such suspension shall be reported to the city film coordinator who may revoke the permittee's city film permit under this section.
- C. The decision of the city Film Coordinator to revoke a city film permit shall be final unless appealed pursuant to section 5.36.080.

### **14. 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



**City of Sierra Madre**

Film Division  
232 W. Sierra Madre Blvd.  
Sierra Madre, CA 91024  
(626) 355-5278  
[www.cityofsierramadre.com](http://www.cityofsierramadre.com)

I, the undersigned as a representative for Hearst Media Production Group (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.

[Redacted Signature]

Signature

09/27/22

Date

Chris Katz

Printed Name

[Redacted Mobile Phone Number]

Mobile Phone Number