



TOWN OF TIBURON APPLICATION FOR FILMING/PHOTOGRAPHY PERMIT

Patti Pickett, Business License Administrator,
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Date: _____

Project Title: _____

Company: _____

Production Type: _____

Address: _____

Location Manager: _____

Production Manager: _____

Fax: _____

Other Contact: _____

Phone: _____

Date and Time of Project _____

PROJECT DETAILS:

<p>Location and Activities</p>

Total Personnel: _____ No. /Cars: _____ No. /Trucks: _____

No. /Motor Homes: _____ Generator _____ Other: _____

Pyrotechnics: _____ Pyrotechnician: _____ License #: _____

Is Traffic Control Required? _____ Is Fire Safety Monitoring Required? _____

Insurance Company: _____ Expiration Date: _____

FILM COMPANY & PROPERTY OWNER AGREEMENT

Applicant and property owner agree to all the general terms and conditions of this permit included on Attachment A and with any project-specific conditions the Town, in its sole discretion, determines are appropriate. Additionally I/we are aware of the possible neighborhood impact created by this project and will keep all outdoor activity, including traffic and parking to the absolute minimum possible in accordance with Town conditions as specified in this permit for our particular project

Company Representative: _____ **Representative of:** _____

Property Owner: _____ **Address:** _____

TOWN PERMIT APPROVALS & CONDITIONS:

Police Dept. Signature & Comments: _____

Fire Dept. Signature & Comments: _____

Public Works Signature & Comments: _____

Business License Administrator: _____

Additional Comments: _____

Permit No. _____ Fee Paid _____ Receipt No. _____

Attachment A

CONDITIONS OF APPROVAL

Applicant must obtain a Photography/Film permit (“Permit”) from the Town of Tiburon no less than seven (7) days prior to the date of the photography or film shoot (collectively, “Shoot”). The Permit is subject to the following conditions:

1. If the Applicant’s Shoot will involve more than six (than 6) people, or will affect the Main Street commercial area, Applicant must notify neighbors and property owners ___ days prior to the Shoot. **
2. Vehicles associated with the Shoot must be legally parked and must not block private driveways, fire roads or hydrants. Twelve (12) feet of emergency vehicle clearance must be provided on streets with no center line, or nine (9) feet of clearance on either side of a center line.

The Applicant should note that parking is very limited in some areas of the Town. If the Town determines that the proposed location cannot accommodate the vehicles involved in the Shoot, the Town may require Applicant to shuttle Applicant’s crew from another parking location designated by the Police Department.

3. If the Shoot is to take place on private property, Applicant must obtain the property owner’s written approval. (See *Film Company & Property Owner Agreement* clause on Application)
4. Applicant must obtain a \$1 million liability certificate and endorsement naming the Town of Tiburon as an “additional insured” with primary, non-contributory coverage as to the Town. Applicant must fax the insurance certificate and follow up with a hard copy. The Town’s fax number is 415-435-2438.
5. Applicant must submit payment according to scale below. Please make checks payable to the **Town of Tiburon.** Town must receive payment before the Shoot begins.

RATE SCHEDULE FOR COMMERCIAL FILMING IN TUBURON

Persons Employed on Location	Rate Per Day
1-3	\$ 150.00
4-6	300.00
7-9	600.00
10 and over	1,000.00

****Fee for the Town to provide property owner names and address \$ 20.00**

6. Waiver and Release. For purposes of this section, “Town” includes, without limitation, the Town and its officers, agents, employees and contractors and “Applicant” includes, without limitation, the Applicant and its officers, agents, employees, invitees, contractors or subcontractors, or their employees.
 - a. Town shall not be liable for any damage to Applicant’s property, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of Town property or its use by Applicant, except if and to the extent caused by the gross negligence or willful misconduct of Town.

- b. Applicant fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Town under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of Town property or Applicant's use thereof, except if and to the extent caused by the gross negligence or willful misconduct of Town and (ii) in the event that Town exercises its right to suspend, revoke or terminate this Agreement.
 - c. Condition of Town Property: This subsection (c) shall apply to the extent that any portion of the Shoot involves property owned or maintained by the Town. Applicant accepts the use of said property in its "as is" condition, without representation or warranty of any kind by Town, including, without limitation, the suitability or safety of said property or any facilities on the said property, for Applicant's use. Town shall have no obligation to cause said property to remain in the condition in which it was as of the date of this Agreement. Applicant, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Applicant to make use of said Property in the manner contemplated hereby.
7. Indemnity: For purposes of this section, "Town" includes, without limitation, the Town and its officers, agents, employees and contractors and "Applicant" includes, without limitation, the Applicant and its officers, agents, employees, invitees, contractors or subcontractors, or their employees.
 - a. Applicant shall indemnify, defend, reimburse and hold harmless Town, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of: (i) any injury to or death of any person or damage to or destruction of any property occurring in, on or about Town property, or any part thereof, whether the person or property of Applicant, or third persons, relating in any manner to any use or activity under this Agreement; (ii) any failure by Applicant to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (iii) the use of the Town property or any activities conducted thereon by Applicant; (iv) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Applicant on, in, under or about the Town property, any improvements permitted thereon, or into the environment; or v) any and all Losses arising in connection with this Agreement or the film or other work produced as a result of the activities conducted hereunder, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons.
 - b. This provision applies except solely to the extent of Losses resulting directly from the gross negligence or willful misconduct of Town. The foregoing indemnity shall include, without limitation, reasonable outside attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified and claims for damages or decreases in the value of adjoining property. Applicant shall have an immediate and independent obligation to defend Town from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Applicant by Town and continues at all times thereafter. Applicant's obligations under this Section shall survive the expiration or termination of this Agreement.
8. The Town may inspect the premises covered by the Permit at any or all times.
9. The Permit may not be assigned.
10. The Town may terminate the Permit at any time if Applicant violates any Permit condition of approval. The Town agrees it will not unreasonably exercise this right of termination.
11. The Applicant, its officers, agents and employees, in the exercise of the Permit act in an independent capacity and not as officers, employees or agents of the Town.

12. No alteration or variation of the terms and conditions of the Permit shall be valid unless made in writing and signed by the Town and the Applicant
13. Applicant will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin or physical handicap.
14. Applicant hereby agrees to comply with all the rules and regulations of the facility or institution subject to the Permit.
15. Applicant shall keep a copy of the Permit on site at all times.
16. Where reasonably consistent with industry practice, the Town shall be credited as a location for the Applicant's project.
17. The Town may use approved images of the filming activity, subject to reasonable restrictions agreed upon in advance by the Town and the Applicant. Town acknowledges that this right does not extend to images of cast members without the express permission of Applicant.