

CITY OF MARINA

APPLICATION FORM # 2

Business License Application information
Certificate of Insurance information
Film Permit Conditions information

A. The entity undertaking the film production or photography shoot shall submit in writing a request for a permit to the City of Marina using the Film Permit Form. Deliveries or Fed Ex may be sent to the City of Marina Police Department, Attention Donna White, Commander-Administrative Services Division, 211 Hillcrest Avenue, Marina, CA 93933.

B. Attachments to the Film Permit Form include:

(1) **Non-refundable Permit Application Fee** of \$255, *excluding services provided by staff or rental of facility*. Please make check payable to the City of Marina.

(2) **Business License application and appropriate fee: is based upon \$0.2% of estimated gross receipts received while filming in Marina.** If no gross receipts, then the minimum Business License Fee is \$100. Please make a check or money order made payable to the City of Marina. Please go on City's website and download Business License Application. Please pay via e-check, paper check or credit card payable to the City of Marina

(3) **Map** in any format depicting generally the locations of film production/photography shooting area, parking, explosions, and other information that may be helpful in understanding the nature of the activities and potential impacts on Marina residents and citizens. Please note that filming at the airport involving take-offs/landings or use of the tarmac must be processed with the Community Development Department and may require approval by the Marina City Council.

(4) **Waiver Form**, to be signed.

(5) **Hold Harmless Agreement**, to be signed.

(6) **"Certificate of Insurance"** that must provide the following information:

a. Update Certificate: Certificates must be typed (not hand written) and updated to the annual anniversary date.

b. Property Covered: All property (locations) that are to be insured must be listed and reflect the City's interest in the insured property.

c. Limits: Coverage must be a minimum of One Million Dollars.

d. Coverages: The policy must read: **"The City of Marina, its Council, Boards and Commissions, Officers, Employees, Agents and Volunteers are additional insured on**

this policy as relates the use by applicant for activities performed on - *date(s)*.” (This is to be typed in the “Description of operations/locations/vehicles/special items” section of the policy).

- e. Workers Compensation: Proof of Workers Compensation if applicable.
 - f. Policy Dates: Commencement and expiration dates for coverage of the event.
 - g. The Named Insured: The City’s name and address (City of Marina, City Hall, 211 Hillcrest Avenue, Marina, CA 93933).
 - h. The name of the insurance company writing the policy, their address and policy number.
- (7) An indication that the policy is primary and non-contributing.
- C. Notice of Cancellation Provisions: Requires that the certificate state the City **WILL** be given at least thirty (30) days written notice if policy is canceled for any reason. The insurance carrier providing the policy must circle and initial above the word “**Will**” and cross out the word “**Endeavor to**” in the cancellation section of the policy.
 - D. Insurance Deductible or Self-Insured Retention: If there is a deductible, identify amount.
 - E. Filming at City Parks and Recreation Properties: An additional application form from the Department of Recreation and Cultural Services for use of each property must be attached.

Notes on Film/Photography Permit Form

The Form should indicate the following:

- Names of the person, firm or corporation employing the persons who will be performing the filming or still photography. Include the cell phone number and email for contact.
- Name of the person who will be responsible for the filming/photography crew on location.
- The title and general outline of the film or photography project and its subject matter.
- The specific location of each scene to be shot involving City property.
- The date and time of anticipated arrival and departure/start and finish of activity
- The type and number of equipment (including helicopters), vehicles, animals, and personnel involved.
- The extent to which sidewalks or streets will be blocked or obstructed.
- The number of Police personnel which is expected to be needed for traffic or pedestrian control or for security of equipment because the permit holder will be required to pay for those costs.
- The number of Public Works personnel which is expected to be needed for assistance.
- Notifications: Identify neighbors (with addresses and other contact information that may be

available) who abut the property and should be notified prior to the shooting. The City retains the list for the Cypress Knolls property.

Notes on City processing of permit

- The City’s contact person shall expedite the permit process by coordinating all City department reviews and approvals in an expeditious manner. The City’s representative will work cooperatively and responsibly with the film and photography industry, however, their primary consideration will be the interest and general welfare of Marina’s residents, businesses and visitors.
- Film/photography permits can be amended in writing as necessary.
- If agencies other than the City of Marina have jurisdiction in a commercial filming or photography activity, the responsibility will rest with the applicant, e.g. State Parks for filming on Marina State beach.

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FILM PERMIT CONDITIONS

Permittee will be responsible for all direct costs to the City associated with the permitted activities including, but not necessarily limited to, those costs of the City's Police Department, Fire Department, Community Development Department and Airport and any repair for damage done to City property.

The City shall have the right to inspect the premises covered by this Permit at any or all times.

This permit shall not be assigned.

The City may terminate this Permit at any time if the Permittee fails to perform any covenant or condition herein continued at the time and in the manner herein provided. The City may terminate this permit at any time if deemed necessary for the public safety, welfare or the best interest of the City. The City 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 City.

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 physical handicap.

Any independent contractor such as catering service, sanitation facilities and auxiliary power providers and vehicle rental services must also obtain a Business License from the City. The film company will be solely responsible for the license fee plus penalties if the service providers fail to obtain a business license.

I have read the City of Marina's Film Permit Application, Insurance and Conditions relating to rules and procedures production companies must follow while filming in the City. I understand the rules and procedures and hereby acknowledge my responsibility to ensure the compliance of the production company's case, crew and subcontractors.

I agree to notify the appropriate City departments (generally Police and Fire Departments) of any changes to the location of filming or the character of the scenes described in this application at least twenty four (24) hours in advance. I acknowledge that failure to advise the City of changes may result in revocation of the Permit.

Permittee specifically acknowledges that the area to be used in the permitted filming activity, known as the Cypress Knolls Project Area, is in a dilapidated condition and access is and has been restricted for the protection of the public. Permittee specifically agrees, in consideration of being permitted access to the area, the City of Marina has no liability or responsibility for any loss, damage or harm during filming due to the condition of the area to be used. Buildings are generally unsafe and should not be entered.

ACCEPTED & AGREED:

Permittee: _____

Date: _____

Review by Appropriate City Departments:

_____ Fire Chief

_____ Police Department

_____ CDD/Public Works

_____ Airport Manager

_____ Parks/Cultural Services

_____ City Manager

_____ Human Resources

APPROVED/DENIED BY _____

Donna White, Commander-Administrative Services Division