

APPLICATION FOR MOTION PICTURE PERMIT

Company Name: _____ Phone: () _____

Company Address: _____

City: _____ State: _____ Zip: _____

Legal Status: Sole Proprietor _____ Corporation _____ Trust _____

Company Owner or Principal: _____ Federal Tax ID # _____

Type of Organization: Photography _____ Filming _____

Unit Production Manager: _____ Location Manager: _____

Shoot Location: _____ Dates for Shooting: _____

Description of Activity: _____

Will any road closure or traffic control be necessary? ___ No ___ Yes

Use of Pyrotechnics? ___ No ___ Yes Parking Plan Attached? ___ No ___ Yes

Number of Vehicles: Essential _____ (Motor homes ___ Large Trucks ___) Non-Essential _____

PERMIT AMOUNT DUE: total days _____ x total personnel rate per day _____ = \$ _____

ENCROACHMENT PERMIT FEE: total # of parcel frontages _____ x \$75 = \$ _____
(Parking for essential and non-essential vehicles)

TOTAL AMOUNT DUE = \$ _____

Permitee agrees to all the terms and conditions of this permit including provisions on any attachments.

Company Representative Town Representative Date

Town of San Anselmo Staff Use Only

DPW approval _____ Date _____ PD approval _____ Date _____

TOWN OF SAN ANSELMO

MOTION PICTURE & COMMERCIAL FILMING CONDITIONS

The following conditions shall apply to all requests for all motion picture or commercial filming permits per Town of San Anselmo's Ordinance No. 1013 (S.A. Muni Code 6-6.01 to 6-6.07).

The permitted hereby agrees to comply with the following conditions:

- 1. Hours of still photography activity including setup and dismantling of equipment shall be 7:00 am to 7:00 pm.; Monday through Friday only. Filming hours may be extended by signature survey of the neighborhood. No filming activity on Saturdays shall be permitted without a signature survey. Sunday and holiday filming may be permitted with a signature survey in non-residential areas or school property only (See Section 3-1 (g) for the signature survey procedure).
2. Filming activity at a single residential site shall not exceed a maximum of three (3) consecutive days or a total of six (6) days in six (6) months. Additional days may be permitted with a signature survey of the neighborhood (see Section 3-1(g) for the procedure).
3. Filming and all related activity within residential neighborhoods shall not generate additional vehicular traffic of more than eight (8) essential vehicles and six (6) non-essential vehicles. Additional vehicles shall park at a satellite location from the filming site.
4. A parking plan shall be required at the time of permit application for approval by the Town's Film Coordinator and the Police Department. The plan will indicate the parking location(s) of all essential vehicles and the offsite parking locations(s) of non-essential vehicles.
5. A notification letter to all occupants and business owners within 300 feet of the film location must be hand delivered at least seventy-two hours prior to commencement of filming activity. The Town-approved notification must be typed on film company letterhead with the telephone number of a contact person with the company noted, as well as a contact telephone number for the Town of San Anselmo.
6. Filming and all related activities shall not exceed noise levels permitted by Chapter 7 of Title 4 of the San Anselmo Municipal Code.
7. An approved Encroachment Permit for the Town of San Anselmo Public Works Department for work in the public right-of-way.

I have read and agree to the above stated conditions.

Applicant's Signature

Company Name

Date

LIABILITY PROVISIONS

- 1. Liability Insurance: Before a permit is issued a Certificate of Insurance will be required in an amount not less than \$1,000,000 naming the Town as co-insured for protection against all claims of third persons for personal injuries, wrongful deaths, and property damage. The Town of San Anselmo, its officers and employees shall be named as additional insured. The certificate shall not be subject to cancellation or modification until after thirty days written notice to the Town. A copy of the certificate will remain on file, and a standardized insurance form as recommended by the California Film Commission shall be used.
2. Workers, Compensation Insurance: An applicant shall conform to all applicable Federal and State requirements for Worker's Compensation Insurance for all persons operating under a permit.
3. Hold harmless and Indemnification Agreement: An applicant shall execute a hold harmless agreement as provided below prior to issuance of a permit.
4. Faithful Performance Bond: To ensure cleanup and restoration of the site, an applicant may be required to post a refundable faithful performance bond in an amount to be determined at the time an application is submitted. Upon completion of filming and inspection of the site by the Town, the bond may be returned to the applicant.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I, _____, hereby certify that I shall effectively protect and guard the Town of San Anselmo, its officers, agents, and employees, from any liability as a consequence of any willful act, negligent act or non-negligent act or omission by myself, any of my employees, or agents, or any sub-contractor, and shall be responsible for any and all damage, injury, or death to persons, or damage to property. I hereby indemnify, defend, and hold the Town harmless from any and all claims, suits, actions, costs and liability including, attorney fees, in connection with the performance of the contract, failure to protect the safety of workers or the general public regardless of the existence of degree of fault or negligence on the part of the Town or myself, subcontractor, or any employee of any of these, other than the sole negligence of the Town, its officers, or employees.

Authorized Representative (Print Name)

Signature

Date

TOWN OF SAN ANSELMO

PHOTOGRAPHY/MOTION PICTURE PERMIT

Instructions:

- Review conditions and fill out permit application
 - Furnish Certificate of Insurance as per liability provisions stated
 - Sign the Hold Harmless and Indemnification Agreement
 - Provide encroachment permit for work in the public right-of-way from San Anselmo Public Works Dept.
- Fee Schedule: (based on number of persons employed at the location)

<u>On Town roads or other Town property</u>		<u>On Private Property in Town</u>	
<u>Persons at Location</u>	<u>Rate per Day</u>	<u>Persons at Location</u>	<u>Rate Per Day</u>
1 - 3	\$100.00	1 - 3	\$ 50.00
4 - 6	200.00	4 - 6	100.00
7 - 9	300.00	7 - 9	150.00
10 and over	400.00	10 and over	200.00

Traffic control costs or any additional costs resulting from the use of police or fire department services shall be paid entirely by the applicant.

TERMS AND CONDITIONS FOR PHOTOGRAPHY/MOTION PICTURE PERMIT

Town shall have the privilege of inspecting the premises covered by this permit at any or all times.

This permit shall not be assigned.

Town may terminate this permit at any time if the permittee fails to perform any covenant herein contained at the time and in the manner provided. Town 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 Town.

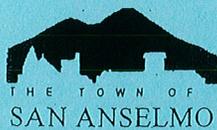
No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin or disability.

Permittee agrees to comply with the terms and conditions herein.

The permittee hereby agrees to comply with all the rules and regulations of the facility subject to this permit. Permit must be kept on site at all times.

Department of Public Works & Building
 525 San Anselmo Ave., San Anselmo, CA
 94960 (415) 258-4616 Fax (415) 454-4683
 Permits@Townofsananselmo.org



Permit No. _____
 Date Issued _____
 Date Submtd _____
 Expiration Date _____
 Fee _____

ENCROACHMENT PERMIT

(FOR WORK IN THE PUBLIC RIGHT-OF-WAY)

Provide all the information above the double line and on the back of this form.

PROPERTY ADDRESS _____

Parcel # _____

Applicant _____	Phone No. _____	Fax No. _____
Address _____	City _____ Zip _____	E-mail _____
Owner (If different from Applicant) _____	Phone No. _____	Fax No. _____
Address _____	City _____	Zip Code _____
Contractor _____	Phone No. _____	Fax No. _____
Address _____	City _____	Zip Code _____

TYPE OF PERMIT BEING APPLIED FOR: (MARK ALL THAT APPLY)

- Sidewalk
- Street Cut
- Debris Box
- Driveway approach
- Utility (type _____)
- Construction Storage/trailer/toilet
- Curb & Gutter
- Fence or Wall
- Other:
- Revocable Encroachment permit – attach Town Revocable Encroachment Agreement document for recording*
 Arrange with the Police Department for overnight Street parking if needed (415-258-4610)

I (We), undersigned hereby apply for permission to execute, place, construct, and/or otherwise encroach upon public lands or rights-of-way, located within the corporate limits of the Town of San Anselmo by performing the following described work:

See Attached Drawing(s) _____ Estimated value of work (in Right-of-way) \$ _____

Approximate Start Date: _____ Approximate Completion Date: _____

I (We) agree to, comply with the conditions set as a condition of approval and understand non-compliance will be cause for revocation of this permit. I (We) further agree to comply with all the ordinances of the Town of San Anselmo and state laws pertaining to the above application, and hereby agree that in the event of injury to persons or property by reason of the above work, I (We) indemnify the Town of San Anselmo and the officials thereof, free from all liability against any and all such claims which might be asserted it, or them, or any of them, by reason of such injury.

Applicants Signature: _____ Date: _____

Do Not Write Below This Line

FOR OFFICAL USE ONLY

All work shall be done in accordance with Caltrans standards drawings and the standards specifications and the uniform construction standards of the cities of Marin and the county of Marin. The following drawings specifically apply to this project:
 # 100 (curb, gutter, sidewalk & driveway notes) #105 (curb, gutter, & sidewalk) #130 (driveway approach) #145 (curb penetration) maintain 12' vehicle and pedestrian right of way work permitted 9am-3pm, Monday-Friday **only**

Conditions/ Comments:	Comments:
	Pre-pour inspection by:
Approved by: _____ Date: _____	Final inspection by: _____ Date: _____

Inspection required (Call the inspection line at (415) 258-4624 to schedule an inspection)

Complete Sections A1 or A2 and B

A1 - LICENSED CONTRACTOR'S DECLARATION

I hereby affirm under penalty of perjury that I am licensed under provisions of Chapter 9 (commencing with Sect. 7000) of Division 3 of the Business and Professions Code, and my license is in full force and effect.

Contractor's signature: _____ Date: _____ License #: _____ License Class: _____

A2 - OWNER/BUILDER DECLARATION

I hereby affirm under penalty of perjury that I am exempt from the Contractor's State License Law for the reason(s) indicated below by the checkmark(s) I have placed next to the applicable item(s) (Section 7031.5, Business and Professions Code: Any city or county that requires a permit to construct, alter, improve, demolish, or repair any structure, prior to its issuance, also requires the applicant for the permit to file a signed statement that he or she is licensed pursuant to the provisions of the Contractor's State License and Professions Code) or that he or she is exempt from licensure and the basis for the alleged exemption. Any violation of Section 7031.5 by an applicant for a permit subjects the applicant to a civil penalty of not more than five hundred dollars (\$500.):

- I, as owner of the property, or my employees with wages as their sole compensation, will do **all of or** **portions** of the work, and the structure is not intended or offered for sale (Sect. 7044, Business and Professions Code: The Contractor's State License Law does not apply to an owner of property who, through employees' or personal effort, builds or improves the property, provided that the improvements are not intended or offered for sale. If, however, the building or improvement is sold within one year of completion, the Owner-Builder will have the burden of proving that it was not built or improved for the purpose of sale.)
- I, as owner of the property, am exclusively contracting with licensed Contractors to construct the project (Sect. 7044, Business and Professions Code: The Contractor's State License Law does not apply to an owner of property who builds or improves thereon, and who contracts for the projects with a licensed Contractor pursuant to the Contractor's State License Law.)
- I am exempt from licensure under the Contractor's State License Law for the following reason: _____

By my signature below I acknowledge that, except for my personal residence in which I must have resided for at least one year prior to completion of the improvements covered by this permit, I cannot legally sell a structure that I have built as an Owner-Builder if it has not been constructed in its entirety by licensed contractors. I understand that a copy of the applicable law, Section 7044 of the Business and Professions Code, is available upon request to this application is submitted or at the following web site: <http://www.leginfo.ca.gov/calaw.html>.

Signature: _____ Date: _____ Owner Authorized Agent

B- WORKERS' COMPENSATION DECLARATION - (Must be completed by either Owner or Contractor)

WARNING: FAILURE TO SECURE WORKERS' COMPENSATION COVERAGE IS UNLAWFUL, AND SHALL SUBJECT AN EMPLOYER TO CRIMINAL PENALTIES AND CIVIL FINES UP TO ONE HUNDRED THOUSAND DOLLARS (\$100,000), IN ADDITION TO THE COST OF COMPENSATION, DAMAGES AS PROVIDED FOR IN SECTION 3706 OF THE LABOR CODE, INTEREST, AND ATTORNEY'S FEES.

I hereby affirm under penalty of perjury one of the following declarations:

- I have and will maintain a certificate of consent to self-insure for workers' compensation, issued by the Director of Industrial Relations as provided for by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. Policy #: _____
- I have and will maintain worker's compensation insurance, as required by Section 3700 of the Labor Code, for the performance of the work for which this permit is issued. My workers' compensation insurance carrier and policy number are: Carrier: _____ Policy #: _____ Expiration date: _____
- I certify that in the performance of the work for which this permit is issued, I shall not employ any person in any manner so as to become subject to the workers' compensation laws of California, and agree that, if I should become subject to the workers' compensation provisions of Sect. 3700 of the Labor Code, I shall forthwith comply with those provisions.

Applicant's signature: _____ Date: _____ Owner Contractor Authorized Agent

Encroachment Permit Fees – For Town Use Only

Description of Fee	Budget Account No.	Rate	Fee
Debris Box, storage, sidewalk or driveway entrance	01.53.345	\$75.00	
Minor work (other than sidewalk or driveways & costs \$2,500 or less)	01.53.345	\$100.00	
Major work (other than sidewalk or driveways & costs more than \$2,500)	01.53.345	4% of cost	
Revocable Encroachment Permit for temporary use of town-right-of-way	01.53.345	\$100.00	
Revocable Encroachment	01.53.345	\$170	
Bond/Deposit	01.24.25	-	
Plan Check (when applicable) ½ hour minimum	01.53.345	\$90/hour	
Total Encroachment Permit Fee: \$			