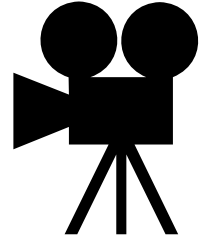




FILMING PERMIT INFORMATION

CITY OF COSTA MESA



Carol C. Proctor, Management Analyst
City Manager's Office
City of Costa Mesa
P.O. Box 1200
Costa Mesa, CA 92628-1200
(714) 754-5688
(714) 754-5330 FAX
cproctor@ci.costa-mesa.ca.us
req4service@ci.costa-mesa.ca.us

Easy Steps for a Permit

- 1** ***Contact the City Manager's Office for Application and Discussion of Project***
- 2** ***Submit Complete Application – by email: req4service@ci.costa-mesa.ca.us***
by fax: (714) 754-5330
- 3** ***Submit Insurance Documents – fax to the City's Risk Management Division at (714) 754-4991***

Documents Must Include:
General Liability - \$1 Million
Workers' Compensation Verification
Additional Insured Endorsement
Hold Harmless
Indemnification

- 4** ***Pay Fees, Receive Permit***

**City of Costa Mesa
Film/Photography Permit Application**

Project Name _____

Lead Contact _____

Project Co. _____

Production Co. _____

Address _____
STREET, CITY, STATE, ZIP

Business Telephone _____ FAX Number _____

Film Date _____ Prep/Strike Dates _____

Time Frame: From _____ To _____ Production Type: Film Still Video

Classification: Commercial TV Feature Documentary School Project Other

Insurance Carrier _____ Telephone _____

General Location(s) of Shoot _____

Specific Site (Address) _____

OFFICE USE ONLY

TO	DATE SENT				LIAISON INITIALS
Fire Liaison	___ / ___ / ___	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	<input type="checkbox"/> Conditions (attached)	_____
Public Services Liaison	___ / ___ / ___	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	<input type="checkbox"/> Conditions (attached)	_____
Police Liaison	___ / ___ / ___	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	<input type="checkbox"/> Conditions (attached)	_____
Risk Mgmt. Liaison	___ / ___ / ___	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	<input type="checkbox"/> Conditions (attached)	_____
Maint. Services. Liaison	___ / ___ / ___	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	<input type="checkbox"/> Conditions (attached)	_____
Recreation Liaison	___ / ___ / ___	<input type="checkbox"/> Approve	<input type="checkbox"/> Deny	<input type="checkbox"/> Conditions (attached)	_____

Standby:

- Film Liaison Fire Public Services
 Police Other _____

Documents Required/Received:

- Insurance Indemnity/Hold Harmless
 Workers' Comp Conditions
 Cash Bond Other _____

Liaisons – Note Fees

- Film Permit (R-O-W) Fee: \$ _____
Facility Rental: \$ _____
Cash Deposit: \$ _____
Police: \$ _____
Fire: \$ _____
Park Rental: \$ _____
TOTAL FEES TO BE PAID: \$ _____
DATE PAID/RECEIPT ISSUED: ___ / ___ / ___
INITIALS _____

Comments: _____

CITY APPROVED: _____ Date: _____

City of Costa Mesa
Film/Photography Permit Application

Location Manager: _____

Office Phone: _____ Portable/Pager: _____

Assistant Location Manager: _____

Office Phone: _____ Portable/Pager: _____

Detailed Description of Activity _____

Number of Crew _____

Vehicles (Types and Number) _____

Equipment (Types and Number) _____

Parking Requirements: _____

Equipment Requirements: _____

Services Required: Food Hotel

Stunts/Special Effects: _____

Aerial Stunts/Elements: _____

Pyrotechnics to be used? Yes No If yes, please describe: _____

Pyrotechnician: _____ License # _____

City of Costa Mesa
Film/Photography Permit Application

Hazardous Material to be used? Yes No If yes, please describe: _____

Lighting? Yes No If yes, please describe: _____

Animals to be used: _____

Traffic Control: Describe your plan for controlling traffic, (i.e., personnel and/or devices, auto, bikes, pedestrians):

Other unusual activities: _____

Traffic: Please submit a site plan showing location(s) of shoot, cast, crew, vehicle(s) and route(s) to be traveled in order to film a scene.

Permittee hereby agrees to ensure compliance with the conditions of the permit, including provisions and any attachments, agrees to obtain prior City approval for deviations from the information provided herein, and understands that failure to comply with these requirements may result in the immediate cancellation of production.

Applicant/Permittee

Date

Film, Video And Still Photography Permit Fees

Motion/Still

Professional commercial film, video production; including entertainment news and 501(c)6

per day* ▶ Film Permit Fee (formerly right-of-way fee) \$335.00

Student course work with instructor verification on college letterhead

▶ No charge

Same day “breaking” news

▶ No permit required

Production on private property impacting City-owned streets, neighborhood and right-of-way require permits and applicable fees.

Additional Fees

Use of City facilities or services

▶ To be determined

Use of City Park

▶ \$35 per day minimum, plus \$100 refundable deposit

Other Deposits/Bonds

▶ May be required

***Fee applies only to filming in the City’s public right-of-way (e.g., streets, alleys, city-owned parking lots) and filming in City parks or City owned-facilities. Fee collected by Public Services Department staff.**



CITY OF COSTA MESA

77 Fair Drive, Costa Mesa, California 92626

To: Film Permit Applicants

PLEASE GIVE THESE REQUIREMENTS TO YOUR INSURANCE AGENT

The City of Costa Mesa requires certificates of workers' compensation, general liability and automobile insurance before you can be issued a permit to film on city property. All certificates must contain the following:

- ❑ **Certificate Holder** – Certificate Holder must be “The City of Costa Mesa, its agents, officers and employees.”
- ❑ **Workers' Compensation** – Minimum policy limit requirements are \$1,000,000 bodily injury by disease; and \$1,000,000 bodily injury each employee for accident or disease per occurrence. If you have no employees, you must sign a Declaration of Non-employee Status form available from the city. In lieu of a certificate of insurance, a certificate of Consent to Self-Insure issued by the California Director of Industrial Relations is also acceptable.
- ❑ **General Liability** – Minimum policy limit requirement is \$1,000,000 combined single limit coverage with insurance designated “per occurrence.”
- ❑ **Automobile Liability** – Minimum policy limit requirement is \$1,000,000 combined single limit coverage with insurance designated “per occurrence.”
- ❑ **Cancellation Clause Wording** – The words “*endeavor to*” and “*failure to mail such notice shall impose no obligation nor liability of any kind upon the company, its agents or representatives*” have been removed or lined-out if they appear on the certificate. For shoots in excess of 30 days, the following wording must be added to the policy by endorsement: “Said policy shall not terminate, nor shall it be canceled nor the coverage reduced, until thirty (30) days after written notice is given to CITY.”
- ❑ **Additional Insured Endorsement** (for General Liability and Automobile only) – This must be a separate attachment naming the City as additional insured. The endorsement must include the policy number and the wording of the additional insured must be exact, naming “the City of Costa Mesa, its agents, officers and employees” as additional insureds. ISO Form CG 20 26 11 85, or a comparable equivalent, must be used. In addition, the following language be added to the endorsement: “Any other insurance maintained by the CITY OF COSTA MESA shall be excess and not contributing with the insurance provided by this policy.”

For assistance, please contact the City's Risk Management Section at (714) 754-5359.

Provisions

Permittee waives all claims against the City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with, the exercise of this permit and permittee agrees to save harmless, indemnify and defend City, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby granted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit at any and all times. This permit shall not be assigned. City may terminate this permit at any time if permittee fails to perform any covenant herein contained at the time and in the manner herein provided. 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, sexual orientation, age, national origin or physical handicap. Permittee agrees to comply with the terms and conditions contained herein and all rules and regulations of the City subject to this permit.

DATE	APPLICANT'S SIGNATURE	TITLE
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Indemnification, Defense, Hold Harmless

PERMIT HOLDER hereby agrees to protect, defend, indemnify and hold and save harmless CITY, its officers, and employees against any and all liability, claims, judgments, costs and demands, however caused, including those resulting from death or injury to PERMIT HOLDER'S employees and damage to PERMIT HOLDER'S property, arising directly or indirectly out of the obligations or operations herein undertaken by PERMIT HOLDER, including those arising from the passive concurrent negligence of CITY but save and except those which arise out of the active concurrent negligence, sole negligence, or the sole willful misconduct of CITY. PERMIT HOLDER will conduct all defense at its sole cost and expense. CITY shall be reimbursed by PERMIT HOLDER for all costs or attorney's fees incurred by CITY in enforcing this obligation.

DATE	SIGNATURE OF PERMIT HOLDER
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PERMIT MUST BE KEPT ON LOCATION AT ALL TIMES