# **City of Ventnor City**

# FILM / TV APPLICATION



Mayor Lance B. Landgraf, Jr. Commissioner Maria Mento Commissioner Tim Kriebel

City of Ventnor 6201 Atlantic Avenue Ventnor City, New Jersey 08406

### PROCEDURES



### PERMIT & FEE INFORMATION WHO NEEDS A PERMIT?

Film permits are required throughout Atlantic—Cape May counties and its municipalities for commercial film, video, or still photo shoots that are conducted on public property. A film permit is not required for individuals filming or videotaping only for their own personal or private use, for employees of print or electronic news media when filming ongoing news events, or for students and faculty filming exclusively for educational purposes.

### **APPLICATION FEE: \$25.00**

#### FILIMING PERMITS

Permission or a permit for filming is coordinated through the local permit office of municipal agencies. The time for permits varies. Requests which involve alteration or removal of public property, stunts, special-effects, or moving vehicles on public property require additional permits. The use of private property or temporary construction may also require various permits and approvals.

Please call the Office of Special Events at (609) 823-7919. A minimum (15) fifteen-day lead time prior to filming is required. The larger the project, the more lead time you must allow.

#### FILMING DURING MAJOR TOURISM EVENTS

Filming during a special event activity or entrance to participating event establishments will require permission of the owner/operator and or event sponsor.

#### **INSURANCE REQUIREMENTS**

A certificate of liability insurance in the amount of \$1 million per incident naming the City of Ventnor City as additional insured along with automobile liability and workers comp. is required before a permit is issued and filming begins. A Waiver and Hold Harmless Agreement entered into between you and the City of Ventnor is also required.

#### SECURITY DETAIL

Special security might be required as per the Ventnor City Police Department at the applicant's expense.

#### **VEHICLE PERMITS**

Vehicle permits may be obtained by the applicant from the Office of Special Events at (609) 823-7919.



### **PROCEDURES**

**APPLICATION FEE: \$25.00** 

The attached permit application must be filled out for <u>ALL</u> commercial filming activities taking place within the limits of Ventnor City. Applications are available online at: <u>www.ventnorcity.org</u> or by contacting:

Donna Peterson, NJCEM
City of Ventnor
Office of Special Events
Department of Public Safety
6201 Atlantic Avenue, City Hall 2<sup>nd</sup> Floor OEM, Ventnor NJ 08406
Office: 609-823-7919 | Fax: 609-823-6406

Email: OEM@Police.VentnorCity.Org

#### <u>IMPORTANT — INSURANCE REQUIREMENTS</u>

For all filming within Ventnor City:

The City of Ventnor City must be named as <u>"Additional Insured"</u> as it relates to said project as well as any other related entities. A minimum \$1 million Comprehensive General Liability Insurance Policy must be obtained.

Proof of insurance must be attached to the <u>Film/TV Permit Application</u>. If you have any questions with respect to Liability Insurance process, please contact the Special Events office.

Pyrotechnics/Special Effects: For required additional permits contact Special Events. Please complete the Permit Application and Location Worksheet (make copies for additional locations if applicable). Remember to include the required Insurance Certificate.



#### **PROCEDURES**

- 1. The attached application must be filled out and received by the Office of Special Events, attention Donna Peterson, no less than fifteen (15) working days prior to the date of the event.
- 2. A meeting may be required with the special events committee and the responsible parties prior to the issuance of this permit.
- 3. If the permit is granted, the applicant shall remain subjected to all regulations, ordinances, and laws of the City, State, and Federal Governments insofar as they may apply. They must leave the area clean and in the same condition in which they found it.
- 4. The permit, if granted, is not transferable and is authorized solely to the applicant of the event said application concerns.
- 5. No vehicles are permitted on the beach or boardwalk without a separate Beach/Boardwalk Vehicle permit issued by the Ventnor City Police Department.
- 6. All persons who are granted a permit shall provide their own supervision and cleanup. Failure to do so will result in the applicant's denial of future permits as well as necessary fines.
- 7. INSURANCE applicant must supply a Liability Insurance Certificate in the amount of \$1 million as a precondition for obtaining permits. The Insurance Certificate **MUST** be submitted with this application.

### <u>PERMITS WILL NOT BE PROCESSED WITHOUT INSURANCE. INSURANCE WILL NOT BE WAIVED. NO EXCEPTIONS!</u>

8. The applicant will be required to obtain any/all police coverage if deemed necessary by the Chief of Police and shall be responsible for compensation of said officers. Contact the VCPD at 609-822-2101 for more information on private police detail assignments.

<u>Please Note</u>: Filming on private property does not always require a film permit; however, if any special effects (pyrotechnics) are to be used you will be required to secure a Film Permit and the required local fire department's approval. Contact the Police Department if your filming activity has the potential of producing any adverse impact to a neighborhood (i.e., traffic disruptions, etc.). Temporary usage or Construction on private property may require other permits and approvals. Any construction permit issued must be attached to this application.



### **APPLICATION FEE: \$25.00**

This application must be submitted no later than fifteen (15) working days prior to the proposed filming event.

### PLEASE PRINT OR TYPE THE FOLLOWING INFORMATION

Date of Application:
Type of Film Event:Motion Picture/FeatureShort FilmDocumentary
TV (Drama/Comedy/Non-Reality)TV MovieReality TVCommercial
Music VideoStill PhotoPhotoshootOther
Date(s) of Film Event:
Name of Applicant (s):
Production Title:
Production Company:
Address:
City: State: Zip:
Email:
Telephone No.: Fax No.:
Location Manager:
Manager Telephone No.:
Barricade Plan and/or required Fire Department permit attached to Film Permit Application:YESNO
Required proof of insurance attached to Film Permit Application:YESNO
I HEREBY CERTIFY THE ABOVE STATEMENTS MADE BY ME ARE TRUE
Signature Date



### **LOCATION WORKSHEET**

MUST BE ATTACHED TO THE PERMIT FOR PERMIT APPROVAL ADDITIONAL LOCATIONS RELATED TO THIS PERMIT REQUIRE ONLY THE SUBMITTAL OF THE "LOCATION WORKSHEET" FOR EACH LOCATION

PRODUCTION TITLE: _				
FILMING DATE(s):				
TIME(s):	Setup:	Film:	Wrap:	
LOCATION OF FILMING	<b>3</b> :			
Number Cast/Crew:				
Location Detail: (check aResidential PropertyPublic Right-of-WayBoardwalkBeach	Commercia			
Summary of Scene: Scene Requirements: (Road ClosuresLaI.T.C. (3-5)RunnDrive BysDrive LaTow ShotsCraneScaffolding/Platforms	ane Closures _ ing ShotsP Jps/Aways0 esWet Dow	Internal Dialogue _ rolice EscortPede Camera in Curb lane nDolly Track	strian DisruptionsCamera on Sidewalk	
Conditions/Requests:				
Special Effects: (Pyrotect Describe:			,	
Estimate Number of Vehicles/Equipment to be used: Cast/CrewCarsTrucksVansMotor HomesCamera CarsCateringAncillary Vehicles *Drone(s)Other:  *Ventnor City Ordinance Chapter 107 – Drones: Applicant MUST supply FAA license and Drone Application.  Staging Area Location:				
Parking Meters Required				
NOTE: Posting of "NO PARKING" Signs/Meter Bags requires 24 hour advance notice				



### **DRIVING SHOTS**

### SCHEDULE "A"

MOTION PICTURE – TELEVISION PERMIT					
PERMIT #:					
NAME OF FEATURE:					
PHONE:					
LOCATION, DATE, TIME, DETAILED DESCRIPTION OF SCENE					
l.					
2.					
3.					
1.					
5.					



### **Inter-Departmental Acknowledgement:**

Department:	Signature:	Date:
Emergency Management		
Police Department		
Fire Department/EMS (if applicable)		
Beach Patrol (if applicable)		
Administration (if applicable)		
Notes:		
FEES to be collected:		
	Official use only:	
APPROVE		DENIED
SIGNATURE:	DATE:	



### **Use of Facilities Agreement**

<u>City of Ventnor</u> a Municipality of the State of New Jersey, hereinafter referred to as "MUNICIPALITY", hereby agrees to allow

(Name of Person(s) or Organization)				
hereinafter referred to as "USER", to use the facilities listed below:				
Name and Location of FACILITY(IES):				
hereinafter referred to as "FACILITY(IES)"				
for				
(State the Purpose)				
on the following date(s) and time(s):				
for(State the Purpose)				

The above USER shall inspect the described FACILITY (IES) prior to the use of the FACILITY (IES) and report any defective, hazardous or dangerous conditions found at the FACILITY (IES) to <a href="VCPD">VCPD - Dispatch at 609-822-2101</a> at MUNICIPALITY, and USER shall immediately cease the use of the FACILITY (IES) until such defective, hazardous or dangerous conditions are remedied. After the use of the FACILITY(IES), USER shall immediately report to the MUNICIPALITY any and all defects, hazards, damages or dangerous conditions upon or adjacent to the FACILITY(IES).

#### Indemnification

**USER** shall indemnify, save harmless and defend the **MUNICIPALITY**, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the **MUNICIPALITY**, from and against any and all claims, losses, costs, attorney's fees, damages, or injury including death and/or property loss, expense claims or demands arising out of **USER's** use of the named Facilities, including all suits or actions of every kind or description brought against the **MUNICIPALITY**, either individually or jointly with **USER** for or on account of any damage or injury to any person or persons or property, caused or occasioned or alleged to have been caused by, or on account of, any of the activities conducted by or caused to be conducted by **USER**, or through any negligence or alleged negligence in safeguarding the **FACILITY(IES)**, participants, or members of the public, or through any act, omission or fault or alleged act, omission or fault of the **USER**, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the **USER**.



#### Insurance

Notwithstanding the indemnification and defense obligations of the USER, USER shall purchase and maintain such insurance described in the attached schedule and as is appropriate for the type of use and hazards present and as will provide protection from any and all covered claims which may arise out of or caused or alleged to have been caused in any manner from USER's use of the FACILITY(IES), whether it is to be used by the USER, its employees, agents, volunteers, subcontractors or others under the direction, control or under any contractual relationship with the USER or by anyone for whose acts any of them may be liable.

**USER** shall be required to name the **MUNICIPALITY** as an "Additional Insured" on the **USER**'s policy of commercial general liability insurance, and simultaneously with the delivery of the executed *Use of Facilities Agreement*, **USER** shall provide the **MUNICIPALITY** with a Certificate of Insurance indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the type of use and hazards present, has been obtained and that the **MUNICIPALITY** has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, **USER** shall be required to provide the **MUNICIPALITY** with a Certificate of Insurance indicating the continuation of insurance coverage and designating the **MUNICIPALITY** as an "Additional Insured" for the duration of this agreement.

The schedule of insurance and the limits of liability for the insurance shall provide coverage for not less than the amounts listed in the attached schedule or greater where required by law.

Signed by an authorized represe this day of	entative of the <b>USER</b> and the <b>MUNICIPALITY on</b> , 20
USER Signature	City of Ventnor - MUNICIPALITY
Print Name	Print Name
Title	



### Schedule of Insurance\*

Notwithstanding the indemnification and defense obligations of the **USER**, the **USER** shall provide at its own cost and expense proof of the following insurance to the "**MUNICIPALITY**":

General Liability including Products & Completed Operations Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of *one million* (\$1,000,000) dollars\* with a minimum annual aggregate of *two million* (\$2,000,000) dollars\*. Auto Liability, minimum 100,000-300,000-100,000 and Workers Comp, statutory minimum limits 100,000-500,000-100,000. One million (\$1,000,000) dollars is requested for higher hazard exposures. These limits apply to the Employers Liability Section of the Workers Comp Act.

#### **MUNICIPALITY** shall be named as an "Additional Insured".

Failure by the **USER** to supply such written evidence of required insurance and to maintain same for the duration of this agreement shall result in default of this agreement and **USER** shall be prohibited from using said FACILITY (IES).

The insurance companies for the above coverage must be licensed by the State of New Jersey and acceptable to the **MUNICIPALITY**. The **USER** shall take no action to cancel or materially change any of the insurance required under this Contract without the **MUNICIPALITY**'s prior approval. The maintenance of insurance under this section shall not relieve the **USER** of any liability greater than the limits or scope of the applicable insurance coverage.

\* Above insurance schedule to be prepared in consultation with your Risk Management Consultant as recommended within the JIF Certificate of Insurance Guidelines. Depending on the use of your FACILITY(IES), your RMC may recommend that "Liquor Liability or Host Liquor Liability" coverage be provided by USER. For certain uses, it may be recommended that coverage for "Spectators" and/or "Athletic Participants" be required or that Sports Accident coverage be maintained by the USER.



### **INDEMITY AND HOLD HARMLESS AGREEMENT**

(Individual / Group	/ Contractor)
agrees to release, indemnify, VENTNOR and/or the Atlantic County Municipal and employees, from and against all claims, da reasonable attorneys' fees in case it shall be not performance of the work herein or the use of minjury, illness or death, or for property damage, whole or in part by	al Joint Insurance Fund, and their agents images, losses, and expenses, including ecessary to file an action, arising out of unicipal facilities which is (1) for bodily
(Individual / Group / negligent act or omission, or that of a subcorthem or for whose acts contractor or subcontractor)	ntractor, or that of anyone employed by
This indemnification and agreement shall app <b>VENTNOR</b> and/or the Atlantic County Municipa party to the initial action or claim or is subsequently in pleading or is made a party to a colla from any of the issues emanating from the original contents.	al Joint Insurance Fund, is made a directure and a directure to the action by thire atternation at a control atternal action arising, in whole or in part
Description of Event / Facility / Contract:	
Location:	
Date(s) & Time(s):	
Rain Date(s) & Time(s):	
By:	
(Authorized Signature of the Ind	ividual / Group / Contractor)
Print Name:	Title:
Date:	
Witness:	Title:
Date:	