

**ADMINISTRATIVE PERMIT
FILM PRODUCTION**

Permit # _____

24 Hour Contact # _____

These guidelines should be followed by any individual or company interested in film production on City property with the East Point city limits. The guidelines are subject to change and may be enforced as stipulations of a film permit.

A. Required Districts: ALL

B. Standards:

1. *Application*

- a. Applicant must request permission to use City property including but not limited to, parks, streets, alleys, sidewalks, or buildings owned by the City, for a film production prior to submission of the application.
- b. Rush approvals (permits requested within less than 14 days of production) will be assessed due to increased demand for staff time and coordination. The application shall include, but not be limited to, the following:
 - i. The filming project name;
 - ii. The name and contact information of the applicant, including postal address, email address, and telephone number;
 - iii. A valid photo identification of the applicant;
 - iv. The name and contact information of the producer (if the applicant is not the producer);
 - v. The dates, times and locations of the filming for which permit is being requested, and a general description of the filming activity that will occur at each location;
 - vi. Where the producer is a student, an official letter or document from his/her school confirming that s/he is currently enrolled there. In addition, the student identification card and a valid driver's license. Where the student does not have a driver's license, s/he may present a different form of identification that includes his/her photo.

2. *Public Works/Public Safety*

- a. If roads are to be blocked or traffic disrupted in any manner, off-duty City of East Point police officers must be hired and compensated at a minimum of three hours per day. (Note: Closure of State roads requires a 45-day lead time and approval from the Georgia Department of Transportation.)
- b. Removal, cutting or trimming of vegetation in the public right-of-way is prohibited unless specifically approved by the permit.
- c. No film activity which involves the use of explosives, pyrotechnics, fire, smoke-making machines or other special effects may be undertaken unless specifically approved by the City of East Point Fire Department.
- d. Tents or temporary membrane structures having an area in excess of 5,000 (five thousand) square feet require an inspection by the City of East Point Fire Marshall.
- e. Emergency vehicle access shall be maintained at all times. EMS personnel are required on-site for productions with stunts being performed.
- f. The City of East Point Fire Marshall shall have full access to any film production to ensure safety for crew members, the public, and surrounding properties.

3. *Permit Issuance*

- a. If permission is granted by the City, a written permit will be issued including time, date and location of filming and acceptable activities within the scope of the permit.
- b. A producer and/or applicant that receives a permit is responsible for knowing and complying with this ordinance and all other laws, including other ordinances and regulations that establish prerequisites, authorizations and other required permissions applicable to the filming.
- c. Upon receipt of the permit, the production company must provide a certificate of insurance naming the City of East Point as an additional insured. The City requires an insurance policy rider for general liability and worker's compensation for \$1,000,000 each

occurrence and aggregate with endorsement naming the City of East Point as additional insured. The East Point BIDA (Business and Industrial Development Authority) requires an insurance policy rider for general liability and worker's compensation for \$1,000,000 each occurrence and aggregate with endorsement naming East Point BIDA as additional insured for film production on properties owned by the authority.

- d. Upon receipt of the permit, the production company must notify affected businesses and property owners within 500 feet of production and all representatives of East Point City Council. Compensation may be necessary if business and home environments are greatly disrupted.
- e. The City shall require the production company to have the permit on site at all times.
- f. Notwithstanding any other part of this Code, any producer that performs filming without receiving a permit, violates the material terms of a permit, or is otherwise in violation of this Ordinance, shall be subject to the provisions of 1-1006.

4. *Film Production Wrap-up*

Upon completion of work, all materials and debris shall be entirely removed and the right-of-way left in the same condition it was in immediately prior to filming. Any costs for clean-up by the City will be charged to the permit holder who will be invoiced by the City for such costs. Invoices for such costs must be paid in full within thirty (30) days from the date of issuance by the City.

5. *Advertising*

- a. **The City of East Point logo its buildings or the name of the City may not be included in the film or its marketing and advertising without written permission.**
- b. Where permitted filming includes advertising signs or other displays of commercial speech, the signs and/or displays must be removed upon the expiration of the permit.

6. *Indemnification*

- a. The producer must sign an indemnification provision on the permit whereby the producer agrees to indemnify the City and its officials and employees from all claims, losses and expenses, including attorneys' fees and costs, that may arise from the permit and any of the activities performed pursuant to the permit by, on behalf of, or at the direction of the producer, except to the extent that claims, losses and/or expenses are caused by the gross negligence or intentional misconduct of the City, its officials and or employees.
- b. For use of properties owned by East Point BIDA, an indemnification provision must be signed by the producer whereby the producer agrees to indemnify East Point BIDA and its officials and employees from all claims, losses and expenses, including attorneys' fees and costs, that may arise from the permit and any of the activities performed pursuant to the permit by, on behalf of, or at the direction of the producer, except to the extent that claims, losses and/or expenses are caused by the gross negligence or intentional misconduct of East Point BIDA, its officials and/or employees.

7. *Exception*

A permit shall not be required for filming on private property or for the filming of public events such as rallies, protests, demonstrations, or other events held on City property and open to the public at large.

Film Application

Note: All violent scenes and sexually explicit content are expressly prohibited when filming inside city owned buildings and facilities.

Project Title: _____

Production Company: _____

Company Address: _____

Phone: _____

Fax: _____

Location Manager: _____

Cell: _____

Email: _____

Type of Project:

- Student Project**
- Commercial
- Corporate Video
- Documentary

- Feature Film
- Music Video
- PSA
- TV Series

- TV Program
- TV Movie
- Other _____

**Student projects must have a letter on school letterhead from the supervising professor to verify current enrollment status before a permit is issued. Applications will not be processed until this correspondence is received.

Description of Project: _____

*Location of Project: Commercial Residential _____

*City Council persons and residents and businesses within 500 feet of the filming location shall be notified of filming dates and times. Notices should also include a film company contact name and number. Proof of such notification must also be provided to the City.

Base Camp Location: _____

List any Building Changes or Removal of Vegetation: _____

Number of Tents: _____ Square Footage of Each Tent: _____

List Tent Locations: _____

Film Dates: ___/___/___ ___/___/___

Set-Up Begins at: _____ am pm

Film Times: _____

Teardown Complete at: _____ am pm

Number of Vehicles

____ Production Cars

____ Trucks

____ Generators

____ Buses

____ Crew Cars

____ Trailers

____ Tow Cars

____ Vans

____ Campers

____ Shuttle Vans

____ Extra's Cars

Total: _____

List Parking Locations: _____

Number of Personnel: _____ Crew

_____ Cast

_____ Extras

Total: _____

Uses:

Road Closure

Lane Closure

Camera on Road

Camera on Curb

Camera on Sidewalk

Drive Shots of Car

Drive with Flow of Traffic

Tow Shots

Smoke/Fire/Other Pyro

Services Required:

City Police

City Parks (a separate fee may be assessed)

Public Works (Removal of all City Logos/Images in City Owned Buildings/Facilities)

Sanitation

Fire Department

Other _____

Special Effects or Stunts:

Smoke/Fire/Pyro

Vehicles

Simulated Weapons Used

Bright/Boom lights used after 11p.m. and before 7a.m.

Falling/Jumping from Height

Animals

Loud noises/sound used after 11p.m. and before 7a.m.

Other _____

Hold Harmless and Indemnification Agreement

The undersigned, on behalf of himself or herself and any organization identified herein, hereby agrees to indemnify, hold harmless, and defend the City of East Point, hereinafter referred to as "the City", its officers, agents and employees from and against any and all claims, losses, damages, liabilities, costs or expenses for any death or injury to any person or for any injury to property arising from or related to the filming listed herein within the City's limits by the undersigned, by any member of any organization identified herein, or by any guest of the undersigned or any organization identified herein. Such cost and expense shall include reasonable attorney's fees. This agreement to indemnify, defend, and hold harmless shall apply whether or not the City's negligence, active or passive, its strict liability, or its fault of any kind or in any measure does, or is alleged to, contribute to the claims, losses, damages, liabilities, costs or expenses.

Your signature below certifies that all information above provided is accurate and that you and your company shall fully comply with all requirements listed herein

Signature

Date

The undersigned, on behalf of himself or herself and any organization identified herein, hereby agrees to indemnify, hold harmless, and defend the East Point BIDA (Business and Industrial Development Authority), hereinafter referred to as "East Point BIDA", its officers, and agents from and against any and all claims, losses, damages, liabilities, costs or expenses for any death or injury to any person or for any injury to property arising from or related to the filming listed herein within the East Point BIDA's ownership by the undersigned, by any member of any organization identified herein, or by any guest of the undersigned or any organization identified herein. Such cost and expense shall include reasonable attorney's fees. This agreement to indemnify, defend, and hold harmless shall apply whether or not the East Point BIDA's negligence, active or passive, its strict liability, or its fault of any kind or in any measure does, or is alleged to, contribute to the claims, losses, damages, liabilities, costs or expenses.

Your signature below certifies that all information above provided is accurate and that you and your company shall fully comply with all requirements listed herein

Signature

Date