

Planning Department

7120 Bodega Avenue

Sebastopol, CA 95472

Phone (707) 823-6167

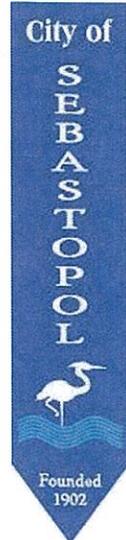
Fax (707) 823-1135

Website: www.ci.sebastopol.ca.us

E-mail:

kwebster@cityofsebastopol.org

Kenyon Webster, Planning Director



June 2015

Please contact the Planning Department well in advance of any planned filming. Sufficient time is needed to review the application, consult with affected City departments, and obtain required insurance (please pay close attention to insurance requirements as most initial submittals do not comply.)

Attached is information regarding filming permits in the City of Sebastopol:

- Application form
- Fee information (some fees are updated annually; check with Planning Department)
- Insurance requirements
- General terms and conditions
- Code of conduct guidelines
- Filming Permit Template (for your information; City staff will complete)

Please also be aware that most 'Sebastopol' addresses are in unincorporated Sonoma County and not in the City limits. If a proposed location is in unincorporated Sebastopol, you should contact the Sonoma County film office: <http://www.sonoma-county.org/film/permit.htm>

City of Sebastopol

Application for Permit to Conduct Filming Activity

This permit is not valid until signed off by the proper agency.

SECTION 1 GENERAL APPLICATION

PERMIT NUMBER: _____

(Attach additional sheets as needed)

1. Production Company _____

2. Production Title _____

3. On-Site Contact Individual: _____

4. Individual in Charge of Filming (if different): _____

5. Address: _____ City _____ State _____ Zip _____

6. Business Phone: _____ Cell Phone: _____

7. Pager: _____ Fax _____ E-Mail _____

8. Production Type: () Still () Film () Video () Multimedia () Other _____

9. Classification: () Commercial () Industrial () Multimedia () TV

() Documentary () Educational () Feature () Short

() Student **Student and/or non-profit status must be supported by documented proof*

10. Film Title / Story Summary: _____

11. First time filming in Sonoma County? _____

12. How were you referred to the County? _____

13. Insurance Carrier: _____ 14. Policy Number _____

(Must provide insurance certificates as required by each jurisdiction.)

15. Total Number of Crew: _____ 16. Total Number of Cast: _____

17. Estimated Room Nights: _____ 18. Estimated Total Expenditure: _____

19. Which locations will you be filming in? *(Additional Forms required are listed for each City and County Roads.)*

() County Roads

**Policy Endorsement and Hold Harmless Form*

() Healdsburg

**Sonoma County Food Permit
(if caterer used for filming)*

() Santa Rosa

() Sebastopol

() Sonoma

**Publicity Plan*

**Statement from City Manager's Office stating
affected businesses and means of compensation if
necessary*

() Petaluma

**additional permit required if filming in downtown area*

20. Details on Filming Dates, Hours and Location:

(Please refer to Individual City Guideline Sections to determine appropriate times and locations)

Location # _____

21. Sets / Structures to be Erected:

Location # _____

22. List and Describe any Special Effects Planned: (i.e. Chases, Explosions, Shootings, Pyrotechnics, etc.)

Location # _____

23. Describe any Special Parking and/or Street Requests: (Such as Road Closures, etc., Please provide detail in Parking Plan)

Location # _____

24. Equipment and Vehicle Detail: Generators: _____ Trucks / Cars: _____

Sanitation Facilities: _____ RVs: _____

25. Describe any assistance requested from City or County Agencies and/or Employees:

SECTION 2 PARKING PLAN *(Attach additional sheets as needed)*

The Parking Plan must identify (1) vehicles used during filming and their locations, and (2) any scheduled street closures and how traffic will be re-routed.

SECTION 3 PRIVATE PROPERTY PERMISSION FORM(S):

Owner permission must be obtained if filming will occur on or utilize private property. Sample wording below:

"I hereby give permission for _____ to use my property located at _____ for the purpose of filming on the following dates: _____"

Date _____ Signature _____ Print Name _____

SECTION 4 SECURITY PLAN

The security plan outlines what measures will be undertaken by the Film Company to provide any necessary security on location(s).

Statement of Applicant: I declare that the information set forth above is true and correct and agree to comply with the terms and conditions of the film permit.

Signature

Print Name

Title

Drivers License #

Date _____

FEES RELATING TO APPLICATIONS FOR FILMING
IN THE CITY OF SEBASTOPOL

Current to 6/15 (some fees revised annually, check with Planning Department)

<i>Application fee:</i>	\$585 (motion) \$385 (still)
	<i>Student and nonprofit</i> \$115
<i>Schedule or other changes:</i>	\$35
<i>Permit violation fee:</i>	Motion: \$600 Still: \$200 Nonprofit: \$100
<i>City employee fee:</i>	Hourly rate, including benefits and overhead; deposit of estimated charges required in advance.
<i>City barricades:</i>	\$5.00 - \$20.00 per unit per day.
<i>Street cleaning:</i>	\$75.00 per hour.
<i>Other City equipment:</i>	Set by City Manager.
<i>City vehicles:</i>	\$50 per hour for non- Police and Fire vehicles; \$100 per hour for Police and Fire vehicles.
<i>Security/Cleanup:</i>	\$10,000 refundable deposit minimum; amount may be modified by City Manager.

Minimum Charges for Use of City Facilities; specific fees set by City Manager (exterior only; interior use set by City Manager):

City Hall	Motion:	\$400 per day
	Still:	\$200 per day
Fire Station	Motion:	\$800 per day
	Still:	\$400 per day
Police Station	Motion:	\$800 per day

	Still:	\$400 per day
Public Works	Motion:	\$400 per day
	Still:	\$200 per day
Plaza	Motion:	\$600 per day
	Still:	\$300 per day
Parks	Motion:	\$600 per day
	Still:	\$300 per day
Intermittent Traffic Control, Street	Motion:	\$450 per day
	Still:	\$450 per day
Intermittent Traffic Control, Arterial	Motion:	\$750 per day
	Still:	\$750 per day
Street Use	Motion:	\$600 per day per block
	Still:	\$600 per day per block
Arterial Use	Motion:	\$1000 per day per block
	Still:	\$1000 per day per block
Public Parking		\$15 per space per day minimum, non-residential \$10 per space per day minimum, residential

Other public location fees set by City Manager.

Student and nonprofit films (location charges only; discount not applicable to equipment or personnel charges).

Motion:	50% of fee otherwise charged
Still:	50% of fee otherwise charged

Appeal of City Manager Determination. \$515

Engineering Department
714 Johnson Street
Sebastopol, CA 95472
Phone (707) 823-2151
Fax (707) 823-4721

Website: www.ci.sebastopol.ca.us
E-mail: engineeringadmin@cityofsebastopol.org



INSURANCE REQUIREMENTS FOR ENCROACHMENT PERMITS

The attached insurance requirements apply to all contractors performing work under an Encroachment Permit, within or upon any public right of way, street, sidewalk, easement or City-owned property in the City of Sebastopol.

Please allow plenty of time for processing your permit and insurance prior to beginning work. Processing insurance submittals for approval may take several days, or even weeks, depending on the completeness of submittals and the cooperation of insurance providers.

The attached Indemnity Agreement is required with your permit application and insurance submittal. It states that for purposes of insurance endorsements, the City considers the Encroachment Permit to be an Insured Contract and Written Agreement to provide the coverages and amendatory endorsements described in this package. By signing this application, you agree to the terms and conditions of the permit, including these insurance requirements.

You should provide your insurance provider with a copy of the signed indemnity agreement and these written requirements to assure a complete submittal and prompt processing of approval of your permit application, once received.

A complete insurance submittal consists of the following:

- Signed Indemnity Agreement (attached)
- Certificate of Insurance
- Named Additional Insured Endorsement in favor of City
- Primary/Non-Contributory Endorsement in favor of City
- Auto Liability
- Additional Insured Endorsement in favor of City
- Primary/Non-Contributory Endorsement in favor of City
- Workers Compensation
- Waiver of Subrogation Endorsement in favor of City

No insurance submittals will be reviewed until a completed, signed application form has been submitted along with the required fees.

Questions regarding insurance should be directed to the Engineering Department.

City of Sebastopol
Application for Encroachment Permit

Indemnity Agreement and Acknowledgment of Insurance Requirements

The undersigned Applicant and/or Contractor hereby affirm(s) that for the purpose of the Insurance Requirements for Contractors (Encroachment Permits) attached hereto and incorporated herein by reference, and in consideration of approval by the City of the Encroachment Permit, the Encroachment Permit is considered to be a written contract and a binding agreement between the City and the Contractor to provide the required coverage, and that a copy of this agreement and requirements have been provided to the Insurer.

The undersigned further agree(s) to defend, hold harmless, indemnify and defend the City, its officers, officials, employees and volunteers from and against any and all claims, damages, losses and expenses, including attorney fees, real or alleged liability arising out of or in connection with the work performed by the Applicant and/or Contractor.

Applicant and/or Contractor agree(s) that he shall assume sole and complete responsibility for job site conditions during the course of construction of this project, including safety of all persons and property, that this requirement shall apply continuously and not be limited to normal working hours.

CONTRACTOR'S SIGNATURE

Signed: _____
Contractor

Date: _____

Print Name: _____

APPLICANT'S SIGNATURE (IF APPLICANT IS NOT CONTRACTOR PERFORMING WORK)

Signed: _____
Applicant

Date: _____

Print Name: _____

FOR CITY USE

Fees Paid: \$ _____ Date: _____ Receipt #: _____

Permit Approved: _____ Date: _____
Susan Kelly, Engineering Director

CITY OF SEBASTOPOL

INSURANCE REQUIREMENTS FOR CONTRACTORS (Encroachment Permits)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. A Waiver of Subrogation endorsement is required on Workers' Compensation Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. **General Liability:** \$2,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Auto Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

All required general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The *named additional insured* with respect to this contract shall include the following:

The CITY OF SEBASTOPOL, its Officers, Officials, Employees, and Volunteers

2. The *named additional insured* are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

INSURANCE REQUIREMENTS FOR CONTRACTORS (continued)

3. For any claims related to this permit, the Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the City of Sebastopol's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.
4. It shall be a requirement under this permit that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this permit; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Encroachment Permit Constitutes a Written Contract and a Binding Agreement

For the purpose of these insurance requirements, and in consideration of approval by the City of the Encroachment Permit, the Encroachment Permit is considered to be a written contract and a binding agreement between the City and the Contractor to provide the required coverage. By applying for a permit a contractor signs an Indemnification Agreement which so stipulates, incorporating these requirements by reference, and agrees to provide a copy of same to the insurer(s) for the purpose of preparing the insurance submittals.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverages

Contractor shall furnish the City with original certificates and amendatory endorsements affecting the coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owners policy, provided those forms or policies are approved by the City and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work begins. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

All certificates and endorsements shall reference the appropriate policy number, names of insured, and shall be signed by an authorized representative of the insurer. Original signed documents are required prior to issuance of permits.

Subcontractors Listed on Encroachment Permit Applications

Contractor agrees to include with all subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Permit. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the permit indemnity and insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all sub-contractors to provide a valid certificate of insurance and the required endorsements included in the permit prior to commencement of any work and contractor will provide proof of compliance to the City.

Film Permit Terms and Conditions

To make it easier for filmmakers and photographers to work in Sonoma County, the County and various cities have agreed on a uniform film permit application form. Although there is a standard application form, each jurisdiction has its own conditions and rules, which are summarized in this document. All individual City or County ordinances pertaining to filming are to be followed at all times while filming. The relevant City/County ordinances are:

County Roads	Special Event Ordinance #3647
Healdsburg	Special Events Ordinance #819 Section 16
Petaluma	City of Petaluma Ordinance No. 1617
Santa Rosa	City Council Policy 000-18
Sebastopol	City of Sebastopol Ordinance 943
Sonoma	City of Sonoma Ordinance No. 1997-10

1. Definitions

- A. Film Permit - shall mean written authorization from the City Manager or City/County designated staff to conduct the filming activity described in the permit.
- B. City Manager - shall mean the City Manager of the city in which filming is to occur.
- C. Filming - shall mean all activities attendant to staging or shooting motion pictures, television shows or programs, commercial photographs, video tapes, computer-based programs, or other visual reproduction technology now known or hereafter created.

2. General Guidelines

Prior notice, ranging from seven to thirty days, depending on jurisdiction, is required to obtain a permit to film. Special exemptions may be given at the discretion of the City Manager or County designated staff for filming or photographic shoots that have little or no impact on public safety, health or private property. In all cases, permittees must agree to indemnify, defend and hold harmless the City, its agents, employees and contractors from any liability and expenses arising from filming activity. In most cities a refundable cash deposit is required and insurance is required to be in effect during the entire duration of filming. In addition to a completed application, a description of scenes to be filmed, a detailed parking plan and permission forms from private property and business owners affected by the filming are required. Some cities require additional forms, which are included in their application packet.

3. Application Deadlines

Submission of application to conduct filming ranges from seven to thirty days. The specific deadlines, as pursuant of individual City Ordinances are as follows:

County Roads	One to three days
Healdsburg	Thirty days
Petaluma	Between seven and thirty days (Not Explicit on Application)
Santa Rosa	No earlier than 18 months or later than 15 days
Sebastopol	Seven day to fifteen days prior to filming
Sonoma	Fourteen days

4. Completed Submissions for Filming Permit

Completed applications must include the General Application, Description of Filmed Scenes, Security Plan, Parking Plan, Permissions from affected private property owners and businesses, and any additional forms required by individual cities or County Roads as noted in the application.

5. Application Fee

Fee schedules vary by jurisdiction; if you are filming in multiple jurisdictions, applications and fees are required for each jurisdiction.

6. Approval Period and Requirements

City approval periods and processes are as follows (Appeal process, if explicit, is listed): Cities will require specific approval percentages from affected businesses and residents. Affected entities are considered those within a two-block radius around filming activity. Specific requirements for each City/County are as follows:

County Roads	Two to Five days; notification of business and property owners required.
Healdsburg	Application shall be approved or denied within thirty (30) business days of receipt of completed application and filing fee
Petaluma	Not explicitly listed
Santa Rosa	After submission of application, City official will contact permittee to continue permitting process
Sebastopol	Approval period three to ten days; appeals must be filed within five days of permit denials. A non-refundable \$150 appeal fee is required. Written approval by at least two-thirds of affected merchants or residents. If in downtown, consent from Downtown Association
Sonoma	Application shall be approved or denied within two (2) business days of receipt of completed application and filing fee. Appeals must be filed within five days of permit denials and will be heard by City Council at its next regular meeting

7. Deposits

City/County deposit requirements are as follows:

Healdsburg	Not explicitly listed
Petaluma	Deposit to be determined during application process
Santa Rosa	Deposit to be determined during application process
Sebastopol	Refundable \$10,000; may be modified by City Manager
Sonoma	Refundable \$10,000 cash deposit to be returned within thirty days after filming has concluded
County Roads	Required depending on what the Production Company is requesting.

8. Insurance Requirements for Cities and County Roads

- A. Permittee shall procure and maintain in full force and effect during the term of the permit a policy of insurance from an insurance company licensed to do business in California. The policy shall name the City/County, its officers, employees and agents as co-insured. Cities of Santa Rosa and Healdsburg both offer insurance coverage for filming and can be contacted for more details.
- B. A copy of the policy or a certificate of insurance along with all necessary endorsements must be filed with the City/County in advance of the issuance of the permit
- C. The following are the specific conditions required:

County Roads	Applicants shall obtain insurance acceptable to the County of Sonoma from a company or companies acceptable to the County. The requirement documentation of such insurance shall be furnished to the County at the time Applicant submits a completed application for permit. Required documentation consists of: (1) Certificate(s) of liability insurance showing the limits of
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insurance as required hereinafter; and (2) Dated and signed copies of the specified endorsements for each policy. Applicants shall take out and maintain at all times during the life of the permit personal injury and property damage insurance for all activities of Applicant arising out of or in connection with this permit, written on a Comprehensive General Liability form including, but not limited to, Applicant's activity, contractual coverage, contractor's protective (if applicable), and auto in an amount no less than \$1,000,000 Combined Single Limit Personal Injury and Property Damage for each occurrence.

The dated and signed policy endorsements to be submitted by Applicant shall contain the following specific language:

1. The County of Sonoma, its officers, and employees named as additional insured for all liability arising out of the operations which are subject of this permit.
2. The insurance provided herein is primary coverage to the County of Sonoma with respect to any insurance or self-insurance programs maintained by the County.
3. Coverage provided by this policy shall not be reduced or cancelled without thirty (30) days written notice [ten (10) days for non-payment of premium] given to:

Sonoma County
 Permit & Resource Management Department
 2550 Ventura Avenue
 Santa Rosa, CA 95403

The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the County's liability.

Healdsburg	Coverage shall be provided by a Comprehensive General Liability Insurance Policy in the amount prescribed by City Council resolution
Petaluma	Coverage shall be provided by a Comprehensive General Liability Insurance Policy as specified in the Petaluma Municipal Code, Chapter 13.40.120, and related City Council resolution(s). A summary sheet is attached in Petaluma's application packet
Santa Rosa	Insurance liability must cover a \$1,000,000 minimum per occurrence. Additional requirements will be specified during permitting process.
Sebastopol	Insurance requirements are specified by Sebastopol Ordinance. (Requirements listed in attachments to application)
Sonoma	Coverage shall be provided by a Comprehensive General Liability Insurance Policy in the amount prescribed by City Council resolution. The insurance coverage afforded by the policy shall provide at a minimum the equivalent of insurance coverage provided by Insurance Service Office (ISO) Comprehensive General Liability Insurance coverage. Applicant must obtain liability insurance in the amount of \$1,000,000 naming City of Sonoma, its officers, employees and agents as co-insured. Proof of such coverage must be received by the City three days prior to the start of filming, and must be maintained for the duration of the activity.

9. Restricted Days and Hours

City restrictions are as follows (additional restrictions or special exemptions may be granted at the discretion of City Managers.):

Healdsburg	City Manager will imposes reasonable restrictions on days and hours to be determined
Petaluma	No filming activity shall occur between the hours of 7pm and 7am unless specifically authorized by the permit. Filming in downtown subject to additional restrictions.
Santa Rosa	Residential areas are restricted for filming between 10pm and 7am. Commercial areas are restricted between 8am and 10am and 3:30pm and 6pm. Industrial areas are available 24 hours a day.
Sebastopol	Filming not allowed between 8pm and 7am in residential zones or within 150 feet of a residential dwelling unless permission is otherwise specifically authorized in permit.
Sonoma	Filming shall not last for more than three consecutive days in one location without consent of City Council. Filming is not allowed on Fridays, holidays, during scheduled downtown Plaza events, and the period between the day before Thanksgiving to January 2 nd .

10. Parking Plan – Section 2 General Application

A Parking Plan is required in the application process. The Plan is to identify vehicles used during and for filming, their locations and any scheduled street or county road closures and how traffic will be re-routed. Production vehicles which are noted in Parking Plan must be visibly identified with name of film company in windshield of each vehicle. Except as noted and approved in Parking Plan, production vehicle parking shall be limited to one side of the street. At no time shall production vehicles be illegally parked.

Regulations concerning the duration of traffic stoppage are as follows:

County Roads	If filming is taking place on County Roads, applicant will need to state in the Parking Plan whether or not it will inform participants of their road use responsibilities described in the California Vehicle Code with respect to pedestrian/vehicle right of way along the event route.
Healdsburg	No specific restrictions
Petaluma	No vehicle or pedestrian traffic shall be stopped for more than three (3) minutes during filming activity unless approved in permit
Santa Rosa	No specific restrictions
Sebastopol	No vehicle or pedestrian traffic shall be stopped for more than three (3) minutes during filming activity unless approved in permit
Sonoma	No vehicle or pedestrian traffic shall be stopped for more than three (3) minutes during filming activity unless approved in permit

11. Compensation to Affected Businesses

Compensation to directly affected businesses may be required. Specific City regulations are as follows:

County Roads	Not required
Healdsburg	Compensation may be required for affected businesses. Amounts to be determined when obtaining permission to film in or around affected businesses
Petaluma	Petaluma Downtown Association has guidelines for compensation
Santa Rosa	Not required
Sebastopol	Not required by ordinance; any amounts to be determined when obtaining permission to film in or around affected businesses
Sonoma	Requires a statement from the City Manager’s designated film liaison for any filming activity in or adjacent to any city Commercial or Mixed Use zone

identifying any businesses affected and the means of compensation for any inconvenience or potential loss or revenue.

12. Permission to Film on Private Property – Section 3 General Application

Permittees must obtain separate permission from businesses and/or residences to use private property and must submit evidence that permission(s) has been obtained along with the application packet.

Congregating on private property is subject to notification of owners and approval by the owners or managers of the properties involved. A template for the permission form is included in Section 3 of the General Application. Note that compensation is required in certain instances for businesses.

13. Publicity Plan – Required for City of Sonoma

The City of Sonoma requires permittees to publish a notice of filing a Publicity Plan in Sonoma-Index Tribune at least 48 hours prior to filming, stating when and where notices of filming will be published and mailed to affected businesses and residents.

14. Postings

- A. Copy of approved filming permit is to be posted at filming site and be retained on site by individual in charge of filming.
- B. Parking Plan is to be posted in affected areas
- C. Any “NO PARKING” signs designated in the approved Parking Plan are to be posted at least twenty-four (24) hours prior to call time. Postings are to be verified by City officials
- D. Residential notification of filming activity must be posted seventy-two (72) hours prior to filming. Notice must include filming dates, times and contact names. City Manager’s Office must be notified after these notifications have been disseminated.

15. City Property, Use of Personnel and/or Vehicles

- A. Property fees vary by City. Healdsburg’s Facilities, Streets and Plaza are leased out at a fee of \$1,000 per/day. The City of Sonoma has a rate schedule for various City sites. Contact respective City Manger’s Office for particular details and updated fees
- B. The presence of City employees may be deemed necessary by the City Manager’s Office during permit review process; all expenses will be paid by filming company.
- C. City vehicles such as safety and non-safety vehicles can be leased for various rates (except Petaluma). Contact respective City Manager’s Office for particular details and update fees.

16. Clean and Restore Condition

All City/County Property and streets shall be cleaned and restored to the same condition or better as they existed prior to filming activity. Applicant must agree to reimburse the City/County for any costs incurred to repair or replace City/County property damaged as a result of filming activity.

17. Payment of Outstanding Fees

The permittee shall pay to the City/County within fifteen (15) days after receipt of invoices the costs incurred by the City/County for services rendered in connection with filming activities authorized by filming permit, which are in excess of any fee deposits already paid to the City/County.

18. Indemnification / Hold Harmless

Permittee agrees to indemnify, defend and hold harmless the City/County where filming occurs, the City/County's officers, agents, employees, from all actions, suits, claims, damages, losses and liability of any kind whatsoever, including attorney's fees for any injury to, or death of, persons, or damage to property, including City/County property, which arise in any connection with the filming activity for which this film permit is issued, which are caused by, in whole or in part, the Permittee, its officers, employees, agents, or any person(s) acting with the knowledge or consent, express or implied, of the Permittee, regardless of whether any act, omission, or negligence active, passive, or concurrent of the City/County or its officers or employees contributed thereto.

The permittee also agrees to reimburse the City/County where filming occurs for all costs incurred by the City/County to repair or replace City/County property damaged in connection with the filming activity which are caused, in whole or in part, by the permittee, its officers, employees, agents, or any person(s) acting with the knowledge or consent, expressed or implied, of the permittee.

19. Penalty for Permit Violations

In the event that an authorized representative of the permit issuing City/County finds that the activities being conducted by the permittee unnecessarily endanger the health and safety of any person, will cause damage to real property, or are in violation of terms of filming, said representative, at their discretion, may suspend or cancel this Permit. Appeals are made to the issuing City's Council or County of Sonoma.

20. Special Effects

The use of special effects or any other disruptive activities need to be listed and detailed in Section 1 of the General Application. Certain activities require special permission from the City Manager's Office or PRMD Sonoma County. Specific details are as follows:

County Roads	The use of gunfire and or explosive devices will be reviewed and restricted in regards to the time of day and time of year.
Healdsburg	The use of incendiaries, pyrotechnics, and hazardous materials must require authorization from the Fire Chief.
Petaluma	No bullhorns, sirens, gunfire, PA system address, or similar noise without authorization from City Manager's Office
Santa Rosa	Filming not to interfere with normal activities of the neighborhood, shall not interfere with street cleaning or refuse collection, and shall not deprive public egress or ingress to private or public property.
Sebastopol	No bullhorns, sirens, gunfire, explosions without authorization from City Manager's Office
Sonoma	No gunfire, explosions, and other noise-creating or hazardous devices to be used without authorization from City Manager's Office

This document summarizes the film permit application process and the terms and conditions required by jurisdictions in Sonoma County. Although we believe the information is accurate, you should contact each jurisdiction for complete and current permit requirements.

CODE OF CONDUCT

CALIFORNIA FILM COMMISSION STATE OWNED/OPERATED PROPERTIES FILMMAKERS' CODE OF PROFESSIONAL RESPONSIBILITY

TO THE INDUSTRY: You are guests and should treat this location, as well as the public, with courtesy. If we do not all work toward improving our relationship with the local communities in which we film, we will see more production leaving California, resulting in fewer jobs for all of us. Please adhere to the following guidelines:

1. When filming in a neighborhood or business district, proper notification should be provided to each merchant or resident who is directly affected by the company (this includes parking, base camps, and meal areas). The filming notice should include:
*Name of company *Name of production *Company Contact
*Kind of production *Type of activity & duration
2. Production vehicles arriving on location in or near a residential neighborhood should not enter the area before the time stipulated in the permit, should park one by one, and turn off engines as soon as possible. Cast and crew should observe designated parking areas.
3. Do not trespass onto neighbors' or merchants' property. Please remain within the boundaries of the property that has been permitted for filming.
4. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner.
5. Cast and crew meals should be confined to the area designated in the permit. All catering, craft service, construction, strike and personal trash must be removed from location.
6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated in the permit.
8. Please keep all noise levels as low as possible.
9. Observe designated smoking areas and always extinguish cigarettes in butt cans.
10. The cast and crew should not bring guests or pets to the location, unless expressly authorized in advance by the company.
11. All sets and props should be removed upon completion of their use.

Planning Department
City Hall
7120 Bodega Avenue
Sebastopol, California 95472
(707) 823-6167
(707) 823-1135- FAX

Filming Permit

PERMIT ISSUED BY _____ DATE _____

NAME OF PERMITTEE _____

PRODUCTION, SEGMENT, ETC. _____

DATE (S)/LOCATIONS (S) FOR FILMING ACTIVITY _____

PERMIT ATTACHMENTS: Application, Parking Plan, Other

PERMIT TERMS AND CONDITIONS

1. PAYMENT OF OUTSTANDING FEES. The Permittee shall pay to the City within thirty (30) days after receipt of invoices the costs incurred by the City for services rendered in connection with filming activities authorized by this permit, which are in excess of any fee deposits already paid to the City.
2. CLEAN AND RESTORE PROPERTY. All City property, including City streets, shall be cleaned and restored to the same condition as existed prior to the filming activity. A minimum \$10,000.00 refundable deposit is required. This amount may be modified by the City Manager.
3. HOLD HARMLESS/LIABILITY AGREEMENT. The applicant for a film permit (hereafter called "Permittee") agrees to reimburse the City of Sebastopol (hereinafter called "City") for all costs incurred by the City to repair or replace City property damaged in connection with filming activity which are caused (in whole or in part) by the Permittee, its officers, employees, agents, or any person(s) acting with acknowledge or consent (express or implies) of the Permittee.

Permittee further agrees to defend, without cost, indemnify, and hold harmless, the City, its officers, agents, employees, from all actions, suits, claims, damages, losses and liability of

any kind whatsoever, including attorney's fees for any injury to, or death of, person, or damage to property, including City property, which arise in any connection with the filming activity for which this film permit is issued which are caused by (in whole or in part) the Permittee, its officers, employees, agents, or any person(s) acting with the knowledge or consent (express or implied) of the Permittee, regardless of whether any act, omission, or negligence active, passive, or concurrent of the City of Sebastopol or its officers or employees contributed thereto. The indemnity provided herein does not require payment as a condition precedent to recovery under the same.

4. **INSURANCE.** Permittee shall procure and maintain in full force at all times while this permit shall be in effect, the insurance requirements as specified by Sebastopol Ordinance.
5. **COPY OF PERMIT MUST BE ON LOCATION.** The person in charge of the filming activity shall retain a copy of this film permit and all attachments on location.
6. **STOPPING OF VEHICULAR OR PEDESTRIAN TRAFFIC.** No vehicle or pedestrian traffic shall be stopped in excess of 3 minutes during filming activities unless otherwise specifically authorized by this permit.
7. **USE OF PRIVATE PROPERTY.** Permittee acknowledges and agrees that the permission granted herein does not include permission to conduct filming activities or other use of privately-owned property. It is the Permittee's obligation to obtain all requested consents.
8. **HOURS OF FILMING.** No filming activity shall occur between the hours of 8:00 p.m. and 7:00 a.m. in residential zones or within 150 feet of a residential dwelling unless permission is otherwise specifically authorized by this permit.
9. **BULLHORNS/SIRENS PROHIBITED.** There will not be gunfire, explosions, sirens, public address systems, or other similar noise producing equipment unless specific authorization for its use has been granted in this permit by the City's Manager's Office.
10. **PERMISSION REQUIRED FOR ALTERING CITY PROPERTY.** City property, i.e., street signs, parking zones, etc., shall not be removed, defaced, or altered in any way unless specific authorization has been granted in this permit by the City Manager's Office. Daily restoration of traffic control devices or other improvements may be required.
11. **STATIONING OF EQUIPMENT ON PUBLIC PROPERTY.** No equipment used in or for the purpose of, the filming activity shall be placed on City streets, sidewalks, or other City property, except as so noted in the approved parking plan.
12. **PARKING OF PRODUCTION VEHICLES.** Except as specifically authorized in the approved parking plan, parking of production vehicles shall be limited to one side of the street only. At no time shall production vehicles be parked illegally, e.g., bus zones, cross walks, fire hydrants, double parking etc.

13. VEHICLE IDENTIFICATION: All production vehicles shall be visibly identified (including equipment rental vehicles) with the name of the film company. Such identification is to be placed in the windshield of each vehicle while on location.
14. NO PARKING SIGNS. Streets must be posted for no parking for filming purposes a minimum of 24 hours prior to call time. A City representative must accompany the film crew in this activity or verify the area has been posted at least 24 hours in advance.
15. NO CONGREGATING ON PRIVATE PROPERTY WITHOUT OWNER'S PERMISSION. It is the duty of the Permittee to ensure that all members of the production crew and extras are instructed not to use or congregate on any private property without the express permission of the property's owners.
16. ACTORS PORTRAYING POLICE OFFICERS/POLICE VEHICLES. Any prop vehicles as marked radio police cars shall have their light bars covered and skins (decals) covered at all times not on camera.
17. USE OF CITY NAME: Unless specifically approved by the City Manager, no reference shall be made by dialogue or picture to the Sebastopol Police or Fire Department, or the officers, or personnel of said departments or to the City of Sebastopol, except as persons familiar with the community might recognize the locale.
18. NOTICE TO NEIGHBORHOOD: The film company shall notify a neighborhood a minimum of 72 hours before filming in a residential neighborhood. The film company must notify, in writing, the residents in the areas as to the company's shooting times, and the name, address, and phone number of the company's local office or representative. Prior to the filming, the City Manager's Office must be notified that this information has been distributed.
19. NEIGHBORHOOD FUNCTION: The film company shall not interfere with the normal activities of a neighborhood. Filming crews and equipment shall not interfere with street sweeping or refuse collection. No littering is permitted and the area must be cleaned up completely before leaving the film location. The public must not be deprived egress and ingress to private or public property.
20. SHUT DOWN: Applicant acknowledges that violations of these terms will cause immediate shut down of the production.
21. APPEAL: The applicant, or other interested person, may appeal a permit denial, approval, permit condition, or permit revocation or refusal to waive a deadline by filing a written appeal and paying a non-refundable appeal fee within five (5) days of the date of the City Manager's action on the permit. The appeal will be heard by the City Council.

22. OTHER PERMIT CONDITIONS/INCLUDING ADDITIONAL INSURANCE REQUIREMENTS

STATEMENT OF PERMITTEE:

I agree to comply with the terms and conditions of the Film Permit including the Hold Harmless/Liability Agreement.

Dated: _____ Print Name: _____

Title: _____

Signature: _____

Office Phone No. _____ Cell Phone No. _____

Fax No. _____

Driver's License No. _____

APPROVED BY:

DATE:

CITY MANAGER

WITH _____ WITHOUT _____ ADDITIONAL CONDITIONS

ADDITIONAL CONDITIONS ARE: _____ LISTED BELOW _____ ATTACHED