



City of Sebastopol

Planning Department
7120 Bodega Avenue
Sebastopol, CA 95472
(707) 823-6167 (Phone) or
(707) 823-1135 (Fax)
www.ci.sebastopol.ca.us

July 2018

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>



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Application for Permit to Conduct Filming Activity

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

PROJECT INFORMATION:

LOCATION:	
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<u>FOR CITY USE ONLY</u>	
PLANNING FILE/PERMIT #:	_____
DATE FILED:	_____
TOTAL FEES PAID: \$	_____
RECEIVED BY:	_____
DATE APPLICATION DEEMED COMPLETE:	_____

SECTION 1 GENERAL APPLICATION

(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. Fax: _____ Email: _____
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: _____
15. Total Number of Crew: _____ 16. Total Number of Cast: _____
17. Estimated Room Nights: _____ 18. Estimated Total Expenditure: _____
19. Details on Filming Dates, Hours and Location:
(Please refer to Individual City Guideline Sections to determine appropriate times and locations)
- Location: _____

20. Sets / Structures to be Erected:
- Location: _____

21. List and Describe any Special Effects Planned:
(i.e. Chases, Explosions, Shootings, Pyrotechnics, etc.)
- Location: _____

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

23. Equipment and Vehicle Detail: Generators: _____ Trucks/Cars: _____
 Sanitation Facilities: _____ RV's: _____
24. Describe any assistance requested from City 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: _____"

Signature _____ Print Name _____ Date _____

NEIGHBOR NOTIFICATION

In the interest of being a good neighbor, it is highly recommended that you contact those homes or businesses directly adjacent to, or within the area of your project. Please inform them of the proposed project, including possible impacts such as noise and traffic interruptions, etc.

Adverse effects on the tranquility of neighborhoods can tarnish relationships along the way. If you should have questions about who to contact or need property owner information in your immediate vicinity, please contact the Building and Safety Department for information at (707) 823-8597, or the Planning Department at (707) 823-6167.

I have informed site neighbors of my proposed project: Yes No

If yes, or if you will inform neighbors in the future, please describe outreach efforts:

** Fees to be determined at time of application.*



CITY OF SEBASTOPOL

Engineering Division

714 Johnson Street

Sebastopol, CA 95472

Phone: (707) 823-2151

Fax: (707) 823-4721

Website: www.ci.sebastopol.ca.us

E-mail: rramirez@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 for approval of your permit application.

A complete insurance submittal consists of the following:

- Signed Indemnity Agreement (attached)
- Certificate of Insurance
- General Liability - Named Additional Insured Endorsement in favor of City
- General Liability - Primary/Non-Contributory Endorsement in favor of City
- Auto Liability - Named Additional Insured Endorsement in favor of City
- Auto Liability - 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.



**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: _____ Date: _____
Contractor

Print Name: _____

Company Name: _____

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

Signed: _____ Date: _____
Applicant

Print Name: _____

Company Name: _____

FOR CITY USE

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

Permit Number: _____ Date Approved: _____



**CITY OF SEBASTOPOL
INSURANCE REQUIREMENTS FOR CONTRACTORS
(Encroachment Permits)**

Contractor shall procure and maintain for the duration of the project 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 (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 to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Auto Liability:** \$2,000,000 per accident for bodily injury and property damage.
3. **Employer's Liability:** \$1,000,000 per accident for bodily injury or disease.

Other Insurance Provisions

The Commercial General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The **City of Sebastopol, its officers, officials, employees, and volunteers** are to be covered as insureds 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; and liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor.
2. For any claims related to this permit, the Contractor's insurance coverage shall be primary insurance as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. 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.
4. 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.

INSURANCE REQUIREMENTS FOR CONTRACTORS (Continued)

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.

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 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 commences. 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.

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.

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 and 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.



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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 negligéncé 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