

**City of Monterey
Film Permit Application**

Date: _____

Company: _____ Project Title: _____

_____ Production Type: _____

Address: _____ Location Manager (LM): _____

_____ L.M. Phone: _____

_____ Production Manager: _____

Phone: _____ Other Contact: _____

Date	Time	Location
Activity		
Date	Time	Location
Activity		

Total Personnel: _____ Total Vehicles and/or Equipment: _____

Trucks: ____ Motor Homes: ____ Vehicles: ____ Other: ____ Traffic Control: _____

Police Required: # ____ Pyrotechnics Y/N: ____ Special Effects Permit #: _____ Fire Required: # ____

Pyrotechnician: _____ License #: _____

Parking Spaces: # ____ Location(s): _____

Public Works: _____

Other: _____ Attachments: _____

Insurance Company: _____ Expiration Date: _____

PERMITEE AGREES TO ALL TERMS AND CONDITIONS OF THIS PERMIT TO INCLUDE ANY ATTACHMENTS.

Company Representative: _____ Date: _____

Approved / Denied By: _____ Date: _____

Permit Fee: \$ _____ (Does not include any costs associated with the requisite hiring of City personnel or any other additional agreed upon charges.)

City of Monterey

Waiver and Hold Harmless

Permittee waives any and all claims against the City of Monterey, its officers, agents, and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this permit and assumes the risk of all damage, loss, cost, and expense. Permittee agrees to hold harmless, indemnify, and defend the City, its officers, agents, and employees, from any and all claims, suits, or actions made or brought against the City for death or injury to persons or destruction of property, loss, damage or liability which may be suffered or incurred by the City, its officers, agents, and employees caused by, arising out of, or in any way connected with exercise by permittee of the rights hereby permitted, except those arising out of the sole negligence or willful misconduct of the City.

Permittee shall provide a Certificate of Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate that indicates the insurance is primary, and provide an additional insured endorsement naming the following as insured:

City of Monterey, its officers, employees and agents

580 Pacific Street

Monterey, CA 93940

If USERS employ others in the performance of the Agreement, USERS shall maintain workers' compensation insurance in accordance with California Labor Code Section 3700 et seq.

The City shall have the privilege of inspecting the premises covered by this permit at any or all times.

The City may terminate this permit at any time, if permittee fails to perform any covenant herein contained at the time and in the manner herein provided, or if deemed necessary for the public welfare. The City agrees it will not unreasonably exercise this right of termination.

The parties hereto agree that the permittee, its officers, agents, and employees, in the performance of this permit, shall act in an independent capacity and not as officers, employees or agents of the City.

No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin or disability.

The permittee hereby agrees to comply with all the rules and regulations of the City of Monterey and the facility or institution subject to this permit.

Permit must be kept on site at all times.

COMPANY REPRESENTATIVE: _____ DATE: _____

APPROVED / DENIED BY: _____ DATE: _____

INSURANCE REQUIREMENTS

USERS shall maintain in effect throughout the term of the Filming Project a policy or policies of insurance, along with an additional insured endorsement, with the following minimum limits of liability:

Commercial General Liability Insurance including but not limited to premises, personal injuries, bodily injuries, property damage, products, and completed operations, with a combined single limit of not less than \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate.

Workers' Compensation Insurance If USERS employ others in the performance of the Agreement, USERS shall maintain workers' compensation insurance in accordance with California Labor Code Section 3700 et seq.

All insurance required under this Agreement must be written by an insurance company that is either admitted to do business in California with a current A.M. Best rating of no less than A:VI; or with a current A.M. Best rating of no less than A:VII. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

The general liability and auto policies shall provide an endorsement naming MONTEREY, its officers, officials, and employees as additional insureds under an ISO CG 20 10 07 04 or ISO 20 37 07 04 or their equivalent; provide that such insurance is primary and non-contributing insurance to any insurance or self-insurance maintained by MONTEREY, contain a "Separation of Insureds" provision substantially equivalent to that used in the ISO form CG 00 01 10 01 and provide for a waiver of any subrogation rights against the City via an ISO CG 24 01 10 93 or its equivalent.

USERS shall submit certificates of insurance and endorsements evidencing the coverage prior to permit application approval.