



APPLICATION FOR A FILMING PERMIT

This completed application must be filed with the Village Manager's Office **no fewer than 30 days prior** to the proposed commencement of film production. The application must be accompanied by all required documentation and statements in order to be complete. Please attach additional pages as necessary to complete answers when the space on this page is insufficient.

Type: Film TV Commercial Photo Shoot Other

Production date(s): _____ **Hours of production:** _____

Project title: _____

Brief description: _____

Company name: _____

Address: _____

City, State, Zip: _____

Contact: _____ **Email:** _____

Phone: _____ **Cell:** _____

Local Project address: _____

Location boundaries: Please identify all *public streets, public ways and public property* proposed to be used for the film production or the film location, storage of film production equipment, vehicle staging, or similar.

Do you require **Police assistance** for street closures or traffic control? Yes No

Emergency medical treatment: Please give a detailed description of the personnel and equipment that you are proposing to have on location to provide emergency medical treatment for persons involved in the film production.

Health and sanitation: Please describe the methods and procedures to be used for food service and health and sanitation.

Refuse removal: Please describe the methods and procedures to be used for removal of garbage and other waste from the location.

Continued on next page

Please attach the following to complete the application:

1. A statement that the person signing the application is authorized to do so.
2. A letter or statement signed by the owner/owners and occupants of each property which the applicant proposes to use as a location for the film production. The signatures on the letter/statement shall be notarized and contain the following statement: "I hereby certify that I am the owner of record (or, where applicable, the occupant) of the property located at [street address] which will be used for film production. I hereby waive any claim against the Village of Glenview arising out of or in connection with the issuance of the film production approval and will indemnify and hold harmless the Village of Glenview for and from any loss, damage, expenses, claims and costs of every nature and kind arising out of or in connection with the film production pursuant to said approval."
3. In accordance with the provision of Ordinance 3990, please attach a certificate of insurance in an amount not less than \$5,000,000 general liability, including bodily injury, property damages, and automobile liability. The certificate of insurance shall name the Village of Glenview as an additional insured, and shall be accompanied by a letter from the insurer stating that there are no outstanding claims against the policy. A letter of endorsement from the insurance carrier (*not* the insurance agent) is also required, stating "The Village of Glenview is, and has been endorsed, as an additional insured under the above reference policy number _____ on a primary and non-contributory basis for general liability coverage of the (name of project) on (dates, year)."
4. Proof that the applicant is providing worker's compensation insurance, employer's liability insurance and all other insurance required by law to be provided for the employees of the applicant.
5. In accordance with the provisions of Ordinance 3990, an indemnification agreement wherein the applicant agrees to defend and hold harmless the Village of Glenview. Please note, this agreement will be reviewed by the Village Attorney.
6. Please attach a written statement wherein the applicant agrees to pay in full, within ten business days of receipt of an invoice, the cost of repair for any and all damage to public property, resulting from or in connection with the film production and to restore the property to its condition prior to the film production.
7. Village of Glenview receipt for \$1,000 deposit of escrow funds, \$25 non-refundable application processing fee and \$300 non-refundable permit fee.

Signature of Applicant

Date

Cc: Police Department
Fire Department
Public Works Department
Risk Management
Village Attorney

Enc. Ordinance 3990

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT ("Agreement") is given by _____ ("Indemnitor"), to the Village of Glenview, an Illinois home-rule municipal [name of production sponsor] corporation (the "Village").

RECITALS

A. Pursuant to an application submitted to the Village by Indemnitor to hold a _____ (the project title) commencing on _____ [date], through _____ [date], within the municipal boundaries of the Village, the Village issued formal approval to Indemnitor to hold the production.

B. The issuance of this approval is conditioned upon Indemnitor (i) complying with all of the Village's applicable rules and regulations regarding the conduct of the production (collectively, "Applicable Rules"), (ii) providing certain insurance, and (iii) executing an indemnification and hold harmless agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth, and other good and valuable considerations, it is hereby agreed as follows:

1. Recitals. The foregoing recitals are hereby incorporated herein as if set forth verbatim.
2. Insurance Requirements. The Village shall be added as an additional named insured under Indemnitor's general liability policy with coverage and limits reasonably satisfactory to the Village. A certificate of insurance naming the Village shall be filed with the Village prior to the opening date of the production. Indemnitor hereby and herein waives any and all rights of subrogation against the Village.
3. Indemnification and Hold Harmless. To the fullest extent permitted by law, Indemnitor hereby agrees to indemnify and hold harmless the Village and all of its agents, officers, directors, shareholders, members, managers, partners and employees from and against all claims, actions, liabilities, losses (including economic losses), costs, expenses and liens, including, but not limited to, reasonable attorneys' fees and court costs arising out of any bodily injury, sickness, disease, death or injury, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any act or omission of Indemnitor in sponsoring and operating the Production or that violates any Applicable Rules, or such act or omission by any employee or representative of Indemnitor, or anyone directly or indirectly employed by Indemnitor, or any one for whose acts Indemnitor may be liable in sponsoring and operating the Special Event. Any costs or expenses, including reasonable attorneys' fees, incurred by the Village to enforce the indemnification obligations hereunder shall be borne by Indemnitor.
4. Additional Documentation. Indemnitor agrees to execute such additional documents as the Village may reasonably request in furtherance of the foregoing indemnification provision.
5. Binding Effect. This Agreement shall inure to the benefit of and be binding upon Indemnitor and its successors and assigns.

IN WITNESS WHEREOF, Indemnitor has executed this Agreement this ____ day of _____, 20_____.

INDEMNITOR: _____

By: _____

[Print Name and Office of Person Signing]

APPLICANT'S STATEMENT OF AGREEMENT:

Everything that I have stated on this application is correct to the best of my knowledge. I have read, understand, and agree to abide by the rules and regulations included in this application including the instruction section of this application. The approval, if granted, is not transferable and is revocable at any time at the absolute discretion of the Village of Glenview. I hereby affirm that the above information is true and correct in describing the intent of this application. I understand that the issuance of the Production Approval is contingent upon compliance of all conditions and requirements. I,

_____, the undersigned, agree to abide by the provisions in this application and the instructions attached hereto.

(Signature of Applicant)

(Date)

**AN ORDINANCE PERTAINING TO THE USE OF
PUBLIC AND PRIVATE PROPERTY IN THE VILLAGE OF GLENVIEW
AS LOCATIONS FOR THE FILMING OR TAPING OF
MOVIES, COMMERCIALS, TELEVISION SHOWS AND RELATED ACTIVITIES**

- Whereas, The Village of Glenview ("Village") is a home rule municipality in accordance with the constitution of the State of Illinois of 1970; and
- Whereas, The Village has the authority to adopt ordinances and promulgate rules and regulations that pertain to its government affairs that protect the health, safety, and welfare of its citizens; and
- Whereas, From time to time, persons involved in the business of producing movies, televisions shows, commercials, training films, and other similar types of information or entertainment desire to use various public and private locations within the Village of Glenview for the filming or recording of such products; and
- Whereas, Such use of public and private locations can have an impact on adjacent public or private property which may interfere with the rights of adjoining property owners, residents, or members of the public to the lawful use and enjoyment of such property; and
- Whereas, Such use of public or private property can interfere with the normal and safe flow of traffic on public streets and rights-of-way; and
- Whereas, Such use of public and private property can pose hazards to the public health, safety, and welfare; and
- Whereas, Such use of public and private property can interfere with or disrupt the normal operations of Village government and the providing of services to the residents and taxpayers of the Village; and
- Whereas, The Board of Trustees desires to protect the rights of the residents of the Village of Glenview to the quiet enjoyment of their homes, to maintain order in the community, to protect the right of the public to the use and access to public places, to provide for the safe flow of vehicular and pedestrian traffic on Village streets and rights-of-ways, to prevent interference with the normal operations of the Village and the provision of services to the public, and to otherwise provide for the public health, safety, and welfare.

NOW, THEREFORE, the Board of Trustees of the Village of Glenview do hereby ordain:

Section 1. The recitals stated in the preamble to this ordinance are hereby adopted by reference and incorporated herein as the findings of the Village Board.

Section 2. Film Production

(a) Statement of Policy and Purpose. It is the policy of the Village of Glenview to allow interior or exterior locations on public or private property to be used in film production, as hereinafter defined, only if the personal and property rights of affected residents and businesses can be adequately protected, unreasonable and unnecessary disruptions to the community can be avoided, the rights of the public to the safe and normal use of the public streets, rights-of-way and property can be protected, the rights of the public to the orderly functioning of government and the provision of public services can be protected and hazards to the public health, safety, and welfare can be prevented. It is the purpose of this section to establish standards for evaluating requests for the use of public or private property as a location for film production be evaluated on a case-by-case basis, recognizing that the nature of the film, the type of production, the location desired to be used, the length of time of production activities, and the impact of such activities on Village operations and services makes each request unique.

(b) Definitions. For purposes of this section, the following words and phrases shall have the meanings and be constructed in accordance with the definitions set forth below:

Film Production: The process of recording live action on film, magnetic tape, or any other medium, for later sale or distribution as a movie, commercial, training film, or educational program, and any activities relating thereto including set-up and site restoration.

Film Production Equipment: Any object used in film production, including but not limited to: lighting equipment, sound equipment, cameras, dressing rooms, trailers, props, furnishings, and vehicles.

Film Production Permit: A permit issued in accordance with the procedures and provisions of this section.

Village Manager: The Manager of the Village of Glenview, Illinois, or his designee.

(c) Permit Required. No person, group of persons, or entities shall use any interior or exterior public or private location or property in the Village of Glenview for film production, or place any film production equipment on any public street or right-of-way, on any public property, or on the exterior of

any private property without first having obtained a film production permit from the Village in accordance with the procedures established in the section.

(d) Application and Permit Fees. All applications for film production permits shall be accompanied by a \$25 non-refundable application processing fee, which shall be paid to the Village. No application for a film production permit will be processed until such application processing fee has been paid. Upon approval of an application for a film production permit, the applicant shall also pay to the Village a permit fee in the amount of \$300.

(e) Submission for application for a permit. All applications for a film production permit shall be submitted on a standard form prescribed by the Village and to be made available in the Village Manager's Office. The completed application shall be filed with the Village Manager no less than thirty (30) days prior to the proposed commencement of film production. The application shall be accompanied by all documentation and statements required under subsections (f) through (n) of this section. In addition, the application shall provide the following information:

1. The name, permanent address, local address, and local telephone number of the applicant. If the applicant is an entity, the nature of the entity shall be described and proof of its current, lawful existence provided.
2. The name, permanent address, local business address, permanent phone number, and local phone number of the individual or individuals responsible for the day to day operations of the film production.
3. A statement that the person signing the application is authorized to do so.
4. A description of the type of film production and type of film production equipment to be used.
5. The proposed dates for the film production.
6. The proposed hours for the film production.
7. A letter or statement signed by the owner or owners and occupants of each property which the applicant proposes to use as a location for film production in the format provided in sub-section (g) below.
8. The identification of the location of all public streets, public ways, and public property which the applicant proposes to use for the film

production or for the location and/or storage of film production equipment.

9. A description of all public streets and public rights-of-way for which the applicant requests the imposition of restrictions on or the alteration of normal parking or vehicular pedestrian traffic patterns, and the nature of such restriction or alteration.
10. A description of the personnel and equipment the applicant proposes to have on the film production location to provide emergency medical treatment for persons involved in the film production.
11. A description of the methods and procedures to be used for food service and health and sanitation on the film production location.
12. A description of the methods and procedures for the removal of garbage and other waste from the film production location.
13. Such other and further information as the Village Manager may deem necessary in order to evaluate and process the application.

(f) Notification of Neighbors. Once the application for permit has been approved by the Village Manager, the applicant must notify all owners of record and occupants of all property situated within two (2) blocks in every direction of each separate film production location of the proposed film production within three (3) days of approval. The notice must be delivered personally or sent by certified mail, return receipt requested. The notice shall contain a written description of the proposed film production, including the proposed production schedule and the type of film production activities and film production equipment the applicant proposes to use.

(g) Property Owner Letter of Approval. The letter or statement required by sub-section (e) 7 above shall state the approval and consent of the owner or owners and, where applicable, the lessee or lessees of the property to its use as a location for film production. The signatures on the letter shall be notarized. The letter of approval shall contain the following statement: "I hereby certify that I am the owner of record (or, where applicable, the occupant) of the property located at (street address) which will be used for film production. I hereby waive any claim against the Village of Glenview arising out of or in connection with the issuance of the film production permit and will indemnify and hold harmless the Village of Glenview for and from any loss, damage, expense, claims, and costs of every nature and kind arising out of or in connection with the film production pursuant to said permit."

(h) Certificate of Insurance. The film production permit application shall be accompanied by a certificate of insurance, issued by a company acceptable to the Village and authorized to do business in the State of Illinois. The certificate of insurance shall be in an amount of not less than \$5,000,000 general liability, including bodily injury, property damages, and automobile liability. The certificate of insurance shall name the Village as an additional insured, using the following language: "The Village of Glenview, its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents, and representatives are made additional insured with respect to any and all claims which arise out of, or in any way related to, the operations of (insert name of film maker) while present in the Village of Glenview." The certificate of insurance shall be accompanied by a letter from the insurer stating that there are no outstanding claims against the policy. The Village of Glenview also requires a copy of the policy in order to satisfy that no exclusions exist which would defeat the anticipated coverage.

(i) Worker's Compensation and Employer's Liability Insurance. The application for film production permit shall be accompanied by proof acceptable to the Village Manager that the applicant has provided worker's compensation insurance, employer's liability insurance, and all other insurance required by law to be provided for the employees of the applicant.

(j) Indemnification and Hold Harmless Agreement. The application for a film production permit shall be accompanied by an indemnification agreement in a form acceptable to the Village wherein the applicant agrees to defend and hold the Village of Glenview, its officers, employees and agents, harmless from any loss, damage, expense, claim and cost of every nature and kind whatsoever, including attorney's fees, arising out of or in connection with applicant's use of the public property, public right-of-way, public equipment, or public personnel specified in the film production permit or arising out of or in connection with the film production authorized under the permit.

(k) Restoration and Repair of Property. The application for film production permit shall contain a statement of the applicant agreeing to pay in full, promptly upon receipt of an invoice, the cost of repair for any and all damage to public property, resulting from or in connection with, the film production, and to restore the property to its condition prior to the film production. Any permit issued pursuant to this section shall be conditioned upon such agreement. The applicant shall deposit funds with the Village in the amount of \$1,000 in order to secure such restoration. At the discretion of the Village Manager, the applicant may be required to deposit additional funds based upon the circumstances of the film production and its impact upon public property, in order to secure such restoration.

Such funds shall be placed in escrow by the Village. The Village may draw against said escrow to pay any portion of an invoice for the repair or restoration of public property that is not paid within fourteen (14) days of its issuance.

(l) Use of Village Personnel. The applicant shall agree to pay in full, before film production, the costs of any police, fire, public works, or other Village personnel resulting from the film production. Such costs shall include costs of services specifically requested by the applicant and costs of services which, in the judgment of the Village Manager, is directly related to the film production. The costs billed for such direct Village labor shall be equal to one and half times the hourly rate of pay for each individual Village employee so assigned, including any applicable overtime, plus an administrative charge equal to 10% of such costs. The Village reserves the right to assign additional fire and/or police personnel to the film production or film production location, where in the opinion of the Chief of Police or Fire Chief, such protection is warranted by the nature of the film production. Any expenses not incurred will be reimbursed to the applicant after the film production by the Village.

(m) Use of Village Equipment. The use of Village equipment as film production equipment is prohibited.

(n) Use of Village Property. The applicant shall agree to pay in full, before film production, the costs for the use of all Village property and public ways. The costs billed for such use of Village property shall be at the rates hereinafter set forth, based on the extent of interference with or disruption of the normal use and operation of Village property or public way. The rates for such costs shall be as follows:

1. For any use of any public building, the cost shall be \$1,000 per day. Any building occupied by the Glenview Police or Fire Departments cannot be used for film production.
2. For the partial closure or obstruction of any public street or right-of-way within any block, the cost shall be \$250 per day. Total closure of any public street or right-of-way is prohibited.

Any expenses not incurred will be reimbursed to the applicant after the film production by the Village.

(o) Processing of Application. The Village Manager shall distribute copies of the completed application for film production permit to the Chief of Police, Fire Chief, and Public Works Director. The Chief of Police, Fire Chief, and

Public Works Director shall evaluate the application to determine its impact on the functions of their respective departments and the extent of need to provide additional personnel and/or services in the event the permit is issued. In addition, the Chief of Police, Fire Chief, and Public Works Director shall evaluate the application on the basis of the impact of use on the public streets, the impact on traffic safety, and potential fire hazards. The reports of the Chief of Police, Fire Chief, and Public Works Director shall be forwarded to the Village Manager, who shall determine as to whether the permit should be granted.

(p) Authority of Village Manager. The Village Manager shall review the report and recommendation of the Chief of Police, Fire Chief, and Public Works Director and, based on all of the circumstances surrounding the film production permit application and the assessed impact of the film production, shall:

1. If the film production is for five (5) days or less, the Village Manager shall determine whether the film production permit shall be issued or be denied.
2. If the film production is for more than five (5) days, the applicant must appear before the Village Board to seek approval. The Village Manager shall recommend to the Village Board of Trustees whether to issue or deny the film production permit for an extended period.

(q) Reservation of Rights. The Village hereby reserves the following rights:

1. To prohibit the issuance of the film production permit in the event that the applicant does not meet the conditions of the permit;
2. To order the cessation of the film production in the event the Village Manager determines either that any of the terms and conditions upon which the film production permit was issued have been violated or that the operation of the film production has otherwise caused a detriment to the public health, safety, and welfare;
3. To inspect all structures, devices and/or film production equipment to be used in connection with the film production at any time the film production is in process;
4. To impose such regulations, conditions or restrictions other than or in addition to those provided in this section as the Village, acting through the Village Manager, may deem necessary to protect the public health, safety, or welfare, which regulations, conditions, or restrictions shall be stated in the permit.

(r) Number of Permits Limited. No more than one (1) film production shall be authorized in the Village on any given day. Specific locations will be granted one (1) film production permit every twelve (12) months.

(s) Time Limitation for Permit. Any film production permit issued under this section shall be valid only for the time period specified within the permit.

(t) Hours of Production. Film production, including time for set-up and restoration, shall be limited to the hours of between 8:00 am and 6:00 pm on Monday through Friday.

(u) Specific Location for Permit. Film production must have a specific location. Random filming from Village streets is prohibited. The use of film production equipment is not to be mobile on Village streets.

(v) Compliance with Applicable Ordinances, Regulations, Conditions, and Restrictions. All film production permits issued pursuant to this section shall be conditioned upon the applicant's compliance with all applicable ordinances of the Village of Glenview and with any additional regulations, conditions, or restrictions set forth in the permit.

(w) Compliance with Police Orders. The Village hereby reserves the right of the Chief of Police to order any holder of a permit under this section to immediately vacate the public ways and/or public property if, in his determination, such action is necessary to protect the public health, safety, or welfare. All film production permits issued pursuant to this section shall be conditioned upon the applicant's immediate compliance with any such order.

(x) Violations and Penalties.

1. **General Penalty.** Any person who violates a provision of this section, who makes a false statement in obtaining a permit under this section, or who violates a condition of any permit issued under this section, shall be subject to a fine of not less than \$100 nor more than \$1,000.
2. **Revocation of Permit.** Any permit issued pursuant to this section may be revoked by the Village Manager upon any violation of the terms or conditions upon which it was issued, or upon the violation of this section or any other applicable Village ordinance or state law. Such revocation may be in addition to any fine imposed for any such violation.

3. Separate Offenses. Each act of violation and each day on which a violation of this section or a permit issued pursuant to this section shall constitute a separate offense.
4. Liability of Permit Holder. Every permit holder shall be subject to penalties or violations of this section or a permit issued pursuant to this section by an officer, director, manager, employee, agent or representative of the permit holder as if such violation had been committed by the permit holder personally.

Section 3. Exemptions

This ordinance shall not apply to the Village of Glenview.

Section 4. If any provision of this ordinance, or the application thereof to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this ordinance, which shall be given effect without the invalid provisions or applications.

Section 5. All ordinances or part of ordinances in conflict herewith are hereby repealed.

Section 6. That this ordinance shall be in full force and effect from and after its passage and approval.

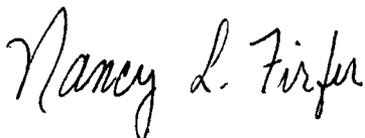
Passed and approved this 15 day of September, 1998

AYES: Trustees Kustra, McLennan, Patton, Stickney and Ulstrup

NAYES: None

ABSENT: Trustee Fuller

APPROVED by me this 15 day of September, 1998



Nancy L. Firfer, Village President
Village of Glenview, Cook County, Illinois

ATTEST:



Paul T. McCarthy, Village Clerk
Village of Glenview, Cook County, Illinois