

Tulare County Film Commission

Description of Film/Photography Project



(This form must accompany Permit and be available for inspection on location)

Please fill out form to the best of your ability. This form will be utilized to determine the type of location needed for filming and insurance requirements.

Application Date: _____ **Filming Date(s):** _____

Contact Information:

Project Title:	
Producer/Production House:	
Projects Main Contact Person: (Must be on-site during filming)	
Contact Person Phone Number:	
Contact Person Address:	

Final Project Format: Still Photos Feature Film Short Film Documentary Commercial
 Music Video Television Reality/Live Streaming

Filming/Photography Information:

Filming/Photography Location(s) Address: Specify private or public location(s)	
Expected Broadcast/Publishing Date and Venue (Example: Cable Network, Netflix, Time, etc.):	
Personnel Involved How many staff in the Cast & Crew:	
Days on Location:	
How many Days of actual filming/ photo sessions:	
What is your estimated Overall Production Budget (Example: \$650,000 Dog Food Commercial):	
What is your estimated Local spending within Tulare County (Example: Lodging, Food, Location Fees, etc.):	

Description of Film/Photography Activity (May attach supplemental document to describe film activity):

Please Note: All gas-powered drones are prohibited anywhere in the high country, private, County or Federal Property. Only electric drones can be used due to fire concerns. All Drone Operators are subject to, and must be compliant with Unmanned Aircraft Rule, 14 CFR 107. Aviation Coverage is required for Drone Operation.

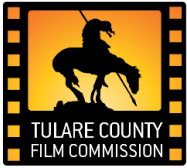
1. What is your project about? **(Must include)**

2. What type of activity will be filmed/photographed and how?

3. Will large or Ariel equipment be used **(Example: Drones, Jibs, Cranes, Ramps, etc.)?**

4. Will there be filming on/near a road? Is further assistance required such as traffic control, road closure, etc.?

5. Are there any stunts, pyro, fake guns, car to car photography, or chase scenes?



TULARE COUNTY FILM AND PHOTOGRAPHY PERMIT

Application and Waiver Release of Liability



(For this Permit to be considered valid, a copy of the required **Description of Film/Photography Activity** associated with this permit must be attached. Both documents, this permit application, and the Description of Film Activity, must be available for inspection on location).

APPLICATION			
Requestor of Film/ Photography Permit:		Business Phone:	
Company Name:		Home/Cell:	
Address:		Email:	
Contact Person: (If Different than Requestor)			

(Please Initial to Acknowledge Requirements)

____ **Description of Film/Photography Activity:** Under penalty of perjury, the Requestor affirms the proposed actions set forth in the Description of Film/Photography Activity submitted as part of this application represents a truthful and full disclosure. Unless otherwise specifically approved and acknowledged in writing by the Tulare County Film Commission, or an authorized public safety official, **no use of actual or replica firearms (loaded or unloaded), open flames or fire, blanks, live ammunition, or pyrotechnics are allowed on set.** The issuance of this film/photography permit shall not be in violation of any applicable federal, state, or local law. No film/photography related activity is allowed on or in the public right-of-way without prior written approval. Smoking is allowed only in designated areas.

____ **Insurance:** Prior to approval of this permit by TULARE COUNTY, the Film/Photography Permit Applicant shall file with the County Counsel Risk Management Department evidence of required insurance as set forth in EXHIBIT A attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

____ **Film/Photography credits acknowledgement/archival copy of produced work:** Permit applicant agrees to list an acknowledgement in their finished film/photograph product that notes said project was filmed/photographed in Tulare County. Applicant also agrees to provide at least one (1) copy of the finished film in electronic format (DVD or equivalent) or still photo(s) for the Tulare County Film Commission archives.

WAIVER AND RELEASE OF LIABILITY

(Please Initial to Acknowledge Waiver)

____ **Waiver and Release of Liability:** I hereby WAIVE and RELEASE, hold harmless, defend and Indemnify the County of Tulare and all of their agents, employees, officers, directors and related interests from any and all claims of liability, law suits, damages, of every kind and nature arising from or in any way related to the officers, agents, cast and crew associated with (permit applicant and film/photograph project), the aforementioned parties, on the designated premises _____, TULARE COUNTY or any other location used during the making of this film project.

I acknowledge, agree, and represent I understand the nature of this activity and I am qualified and able to participate in this activity. By signing this WAIVER and RELEASE I assume any and all risks associated with this activity. My signature is proof of my intention to execute a complete and unconditional WAIVER and RELEASE of all liability to the fullest extent of the law. I am at least 18 years of age and fully competent to enter into this waiver. NOTE: With permission to use a County of Tulare facility, you as the signed requestor of permission to film on County property are personally responsible for any damages or charges for repairs/cleaning to County of Tulare property that might arise as a result of this event. The County is not responsible for the loss/damages to persons or personal property as a result of attendance to your approved event(s). The County reserves the right to use County facilities for County purposes even if said purpose conflicts with your scheduled event. We will make every effort to contact you in advance if a conflict arises.

Applicant Signature: _____

Applicant Print Name: _____

Date: _____

(Rev. 02/22/2022)

Tulare County Department Use Only

Insurance Certificate Approved: _____
Tulare County Risk Management

Date: _____

Film Commission Approval: _____
Tulare County Film Liaison

Date: _____ Film Dates: _____

Permit No. _____ Issue Date: _____

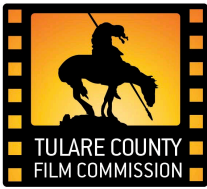


EXHIBIT A
FILM / PHOTOGRAPHY PROJECT
INSURANCE REQUIREMENTS

PERMITTEE shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the PERMITTEE, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form Number CA 00 01 covering any auto, or if PERMITTEE has no owned autos, hired, and non-owned autos, with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

B. Specific Provisions of the Certificate

1. PERMITTEE must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the PERMITTEE.*
 - b. *For any claims related to this project, the PERMITTEE’s insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the PERMITTEE’s insurance and shall not contribute with it.*
 - c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after prior written notice has been provided to the County.*
2. The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the PERMITTEE, its employees, agents and subcontractors.
 - a. *Waiver of Subrogation. The workers’ compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the PERMITTEE, its employees, agents and subcontractors. PERMITTEE waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

- C. Deductibles and Self-Insured Retentions
Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

- D. Acceptability of Insurance
Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

- E. Verification of Coverage
Prior to approval of this Agreement by the COUNTY, the PERMITTEE shall file with the Tulare County County Counsel Risk Management Department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.