

CITY OF CAPE CANAVERAL, FLORIDA
APPLICATION FOR MOTION AND STILL PHOTOGRAPHY PRODUCTION PERMIT
CITY CODE SEC. 16, ARTICLE III

Application Date: _____

(Please submit 30 days prior to Production Date)

The applicant and/or a designated representative of applicant hereby agree to remain on site at all times empowered with authority over all aspects of the Motion and Still Photography Production and empowered to act as necessary during the course of the Production. The approval of the City Manager is required for all Motion and Still Photography Production Permits.

Name of Applicant: _____ Title: _____

Firm/Organization: _____

Address: _____

Email: _____ Phone: _____ Cell: _____ FAX: _____

Name of Authorized Local Contact (if different from above): _____ Title: _____

Address: _____

Email: _____ Phone: _____ Cell: _____ FAX: _____

Name and summary description of Production: _____

Will food be served at the Production? YES ___ NO ___

Total number of people expected throughout the duration of the Production: _____

Total maximum peak attendance (at any one time): _____

Number and type of vehicles and/or equipment on location(s): _____

Set-Up Date (tents, rentals, portable restrooms, etc.): _____ Breakdown Date: _____

Estimate of total expenditures in Cape Canaveral, including talent, crew, catering, materials, storage, rentals, gas, lodging, etc. \$_____.

Production Schedule:

Start Date/Time: _____ End Date/Time: _____

Filming location(s), Dates and times in Cape Canaveral:

Location(s)	Date(s)	Times(s)

Type of Production:

- | | | |
|--|---|--|
| <input type="checkbox"/> Feature Film | <input type="checkbox"/> TV movie/special | <input type="checkbox"/> TV series/pilot |
| <input type="checkbox"/> TV Commercial | <input type="checkbox"/> Stills | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> PSA | <input type="checkbox"/> Other _____ | <input type="checkbox"/> Documentary |

Please indicate if any of the following are requested and/or will be utilized:

- | | | |
|--|---|--|
| <input type="checkbox"/> Traffic Control | <input type="checkbox"/> Street closing | <input type="checkbox"/> Use of Police/Fire Rescue Equipment |
| <input type="checkbox"/> Vehicles/Equipment on Beach | <input type="checkbox"/> Temporary signage | <input type="checkbox"/> Vehicle parking on City Property |
| <input type="checkbox"/> Use of City Seal for promotion | <input type="checkbox"/> Stunts | <input type="checkbox"/> Vehicle parking on grass/dirt |
| <input type="checkbox"/> Airplanes/Helicopters | <input type="checkbox"/> Firearms | <input type="checkbox"/> Animals |
| <input type="checkbox"/> Fires | <input type="checkbox"/> Temporary structures | <input type="checkbox"/> Tent(s) |
| <input type="checkbox"/> Fee waiver (Non-profits and City-organized events only) | <input type="checkbox"/> None | |
| <input type="checkbox"/> Other (please specify): _____ | | |

Applicant may be required to attach an overhead/aerial depiction which includes:

- a. Site vicinity map.
- b. Property lines, paved areas, grass areas, sidewalks and streets.
- c. Existing structures, their uses and their relationship to property lines, easements, streets, etc.
- d. Proposed temporary structures and usage areas, including tents, fencing, gates, concession areas, viewing stands, stages, temporary electrical poles, generators, fire extinguishers, aid stations, connections to potable and waste water systems, restroom facilities and dumpsters. For Motion and Still Photography Productions which include night-time activities, provide a lighting layout.
- e. Total number of on-site parking spaces and loading zones.
- f. Total number of off-site parking spaces. Off-site parking agreement may be required.
- g. Traffic flow diagram to ensure that an orderly and safe traffic flow is permitted within the site and that no traffic problems are created by the proposed ingress and egress routes.
 - 1) For Motion and Still Photography Production Permits which require the closing of streets, a street closure plan shall be submitted. Such plan shall depict the location of traffic lights and re-routed traffic routes. Such plan shall also describe any proposed traffic control devices, physical barriers and traffic-directing personnel.
- h. Location and description of public address sound system(s).
- i. Location and type of temporary signage.

By signing this application, the applicant acknowledges and agrees to the following:

I. COMPLIANCE WITH ALL CITY CODES, INCLUDING BUT NOT LIMITED TO:

- No outdoor noise/music after 11:00 PM [City Code Sec. 34-153(2)]
- Fireworks are strictly prohibited [City Code Sec. 38-82]

II. INSURANCE

The applicant shall, at the time of making application, furnish proof that the applicant carries worker's compensation insurance for applicant's employees and public liability insurance insuring all persons staging, promoting and/or conducting the Motion and Still Photography Production against any and all claims and demands made by any person for injuries received in connection with the staging, promoting, conducting or attendance of or at the Motion and Still Photography Production, with limits of not less than (\$1,000,000.00) per person for bodily injury, one million dollars (\$1,000,000.00) per accident, one million dollars (\$1,000,000.00) per occurrence and three million (\$3,000,000.00) aggregate, indemnifying the city as "additional insured" for the benefit of the City, as evidence of the ability to respond for damages which may result from or be attributable to the motion and/or still photography production. The original or duplicate of such policy shall be attached to the application for the Motion and Still Photography Production permit, together with adequate evidence that the premiums are paid.

Name of Insurance Co: _____ Policy No: _____ Expiration Date: _____

III. PROMOTIONAL AUTHORIZATION

Permittee authorizes the City of Cape Canaveral to utilize Permittee's name and event for public relations purposes and other media-related purposes.

IV. EXPENSES/FEES

The applicant agrees to pay the City, in advance, for any services provided by the City at the City's usual rates and any other permit fees that may be applicable to the Production as required by the City of Cape Canaveral. ESTIMATED COSTS (to be completed by City staff):

Brevard County Sheriff's Office: _____

Canaveral Fire Rescue: _____

Community Development: _____

Public Works Services: _____

Leisure Services: _____

Community & Cultural Affairs: _____

ESTIMATED TOTAL COST: _____

Authorized Signature of Applicant / Title

Date: _____ Printed name: _____

Approved by City of Cape Canaveral:

City Manager

Date

Cultural & Community Affairs Director

Date

Other Departments which have reviewed and approved this application:

- Brevard County Sheriff's Office
- Canaveral Fire Rescue
- Community Development
- Public Works Services
- Cultural & Community Affairs
- Leisure Services

Once approved, Applicant shall ensure that a copy of this permit, and any attachments thereto, is posted and remains posted onsite for the duration of the Motion and Still Photography Production. Issuance of this permit does not relieve the applicant from the duty to secure permission to use any property which is not under the ownership of the City of Cape Canaveral.

For further information, please contact:

Motion and Still Photography
Molly Thomas, Cultural & Community Affairs Director
m.thomas@cityofcapecanaveral.org
P.O. Box 326 (100 Polk Ave.) Cape Canaveral, FL 32920
Phone: (321) 868-1220 x 220

The City of Cape Canaveral works closely with the Space Coast Film Commission. If you need information regarding filming around the Space Coast area, please contact:

Space Coast Film Commission/
Tourism Development Council
430 Brevard Avenue, Suite 150
Cocoa, FL 32922

877-57-BEACH

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The undersigned, _____, (“Applicant”) hereby executes in favor of the City of Cape Canaveral, Florida (“City”) and its councilmembers, attorneys, employees, officers and agents, this Indemnification and Hold Harmless Agreement, (“Agreement”):

WITNESSETH:

WHEREAS, the Applicant is seeking a special permit from the City for an Outdoor Entertainment Event, Motion and Still Photography Production, Special Alcohol Exemption or Facility Rental (collectively or individually referred to herein as “Special Permit”); and

WHEREAS, the Applicant desires the Special Permit in order to conduct activities on real property located in the City; and

WHEREAS, as a condition of issuing the Special Permit, the City requires the Applicant to agree to release and hold harmless the City against any and all claims, liability, damages, or expense, as provided more thoroughly below.

NOW, THEREFORE, in consideration of the City’s issuance of the Special Permit to conduct certain activities identified in that permit on real property located in the City, the undersigned agrees as follows:

1. **Recitals.** The foregoing recitals are true and correct, and are hereby incorporated herein by this reference.
2. **Release & Waiver.** Applicant hereby forever releases from liability, and waives any right to, any and all claims, causes of action, legal, equitable, or administrative proceedings, demands, rights, damages, losses, costs, expenses, attorneys’ fees, and compensation of any kind or nature, against the City, its councilmembers, attorneys, employees, officers and agents, which Applicant may hereafter accrue on account of, or in any way arising out of, injury to, or partial or complete destruction of or damage to any person or to any property of the Applicant or the Applicants agents guests, invitees, or partners, that may occur as a result of City issuing Applicant’s Special Permit.
3. **Indemnification & Hold Harmless.** Applicant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its councilmembers, attorneys, employees, officers, and agents from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorneys’ fees through any and all administrative, trial, post judgment, and appellate proceedings), directly or indirectly arising from, out of, or caused by, Applicant, his agent’s, guests’, invitees’, partners’, subcontractors’, or contractors’ negligent, intentional or unintentional acts, errors, omissions, and misrepresentations made or resulting from the City’s issuance of the Special Permit and/or resulting from the activities authorized by the Special Permit. This indemnification shall obligate Applicant to defend at his/her/its own expense or to provide for such defense, at the option of City, as the case may be, of any and all claims of liability and all suits and actions of every name and description that may be brought against the City or its councilmembers, attorneys, employees, officers and agents, which may result from the Applicant’s use of the City’s real property. In all events, City, and its councilmembers, attorneys, employees, officers, or agents shall be permitted to choose legal counsel of their sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are deemed reasonable in time expended and charged. This indemnification shall survive termination of this Agreement.
4. **Venue and Jurisdiction.** This Agreement shall be governed by the laws of Florida and jurisdiction for any dispute related to this Agreement shall be in Brevard County, Florida for state court actions and in Orlando, Florida for federal court actions.

5. **Sovereign Immunity.** Nothing herein shall be construed as a limitation or waiver of the City's sovereign immunity pursuant to section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law.

IN WITNESS WHEREOF, the Applicant executes this Agreement this ____ day of _____, 20__.

APPLICANT SIGNATURE:

Printed Name: _____

For Notary use only: State of _____, County of _____
Sworn and subscribed before me this _____ day of _____, 20____,
by _____

Printed name of Applicant

who produced identification: _____ or

is personally known to me.

Seal:

Signature - Notary Public At Large