

City of Whittier FILMING PERMIT APPLICATION

Application Fee:	\$50.00
Business License:	_____
Land Use Fee:	_____
Parking Fees (based on Parking Plan):	_____
Special Service Fees (based on requested services):	_____
Total:	_____
Permit #:	_____
For Office Use Only	

Application Date: _____

Film Company Name: _____ Production Type: _____

Location Manager: _____ Phone: _____ email: _____

Production Manager: _____ Phone: _____ email: _____

Date	Time	Location and Activity	Film/Construct/Strike

(If additional space is needed, please use reverse side.)

Total Personnel: _____ Total Vehicles/Equip: _____ Generators: _____ Cars: _____ Trucks: _____ Trailers: _____

Other (qty. & describe): _____

Pyrotechnics request (Y/N): _____ State Pyrotechnics permit #: _____ State Business License #: _____

Police Required (Y/N): _____ Times and Dates: _____ Fire Required (Y/N): _____ Times and Dates: _____

EMS Required (Y/N): _____ Times and Sates: _____ Harbor Use Requested (Y/N): _____ Times and Dates: _____

Public Works Required (Y/N): _____ Times and Dates: _____

Describe nature of each service or use requested (continue on back or separate page if necessary): _____

Other Provisions: _____ Attachments: _____

Department Reviews: Police: _____ Fire: _____ Public Works: _____ Harbor: _____ (For Office Use Only)

Permittee agrees to comply with all applicable laws and to maintain the premises in good condition and to return said premises in the same condition as they were before said use. Unless greater or lesser coverage is requested, permittee agrees to furnish the City of Whittier evidence of \$1 million comprehensive general liability insurance, which includes property and fire insurance at the same rate and also, contractual liability and automobile liability when applicable, in the form of a certificate, covering the entire period of this permit, naming the City of Whittier as additional insured. Permittee waives all claims against the City of Whittier, its officers, agents and employees, for fees or damage caused by, arising out of, or in any way connected with the exercise of this permit and permittee agrees to save harmless, indemnify and defend 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.

Insurance Company(s): _____ Exp. Date(s): _____

Policy Number(s): _____

Permittee agrees to the terms and conditions of this permit and has read the City of Whittier's Film Permit Guidelines.

Company Representative and Title Date: _____

City Manager Date: _____

CITY OF WHITTIER

Business License Application

DEPARTMENT USE ONLY

Date Received: _____

New License Renewal PTBT

License Number: _____

Date Issued: _____

Any individual, company or partnership that regularly engages in business activity in Whittier must have a business license for that activity. Business activity includes nonprofit as well as profit operations. A separate license is required for each business activity that falls within a different line of business. A business, which engages in several different activities in a single location, will need more than one business license. A business license is not transferable. If a business is sold, the new owner must purchase a new license. If you have any questions, call the City of Whittier – 907/472-2327, ext. 104.

**Licenses are issued for a period of two calendar years (Jan. 1 – Dec. 31)
Licenses obtained any time during the year 2015 will expire on December 31, 2016.**

The nonrefundable Business License application fee is **\$50.00**. Make checks payable to **The City of Whittier**.

If your business is engaged in transporting passengers, you have the option of electing to have the Whittier Passenger Transportation Business Tax (PTB Tax) apply to your business rather than the 5 % Whittier sales tax.

Please check this box and complete the Application for Submission to the Whittier Passenger Transportation Business Tax if you wish to elect this option.

**Note: You must have a valid Alaska State Business License before your Whittier Business License Application can be issued.
(Please include a copy of your State Business License with this application).**

AK Business License Number: _____ Expiration Date: _____

Business Name: _____ DBA: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____ Email: _____

Nature and Description of Business: _____

Will this business be selling liquor? _____ Estimated Sales: _____ Hotel/Motel/B&B? _____ Estimated Sales: _____

Corporation or Limited Liability Company (LLC)
Corporation Name: _____ EIN: _____

Sole Proprietorship
Proprietor's Name: _____ SSN: _____

Partnership, Limited Liability Partnership or Limited Partnership. Please provide the social security number of the primary partner and the names of the first two partners. If there are more than 2 partners, please attach a complete list of partner names.

Partner #1: _____ SSN: _____

Partner #2: _____ SSN: _____

This application must be signed and dated by the person completing this application on behalf of the business and must state the person's title or position in the business.

I declare, under penalty of perjury, that this application is true and complete.

Signature

Printed Name

Title

Date

CITY OF WHITTIER FILM PERMIT GUIDELINES

A. GENERAL INFORMATION

1. The City of Whittier Administrative Office will work directly with the production company for the issuance of a film permit. Production companies should provide the City with a completed film permit application for review at least 10 days prior to the planned start date. The Administrative Office phone number is (907) 472-2327.
2. All permit applications shall be submitted in writing. The production company is to make an appointment with City to discuss filming proposals at least two weeks before filming is planned to begin. Small projects can make phone appointments. Larger productions should plan to meet in person, and may require more time.
3. A permit shall be issued as soon as possible after submission of a completed application and all necessary attachments. The City of Whittier is a small entity with limited resources. Please submit application well in advance of filming and be patient.
4. Permit “riders” (a written attachment to the permit that accommodates changes) are allowed for minor changes to the permit. The City of Whittier has the right to require submission of a new or additional application for requests which involve a substantial change to any material element of the original permit, including, but not limited to, addition of pyrotechnics, more than two additional days of filming, change of location, or for when a proposed rider is submitted after expiration of the original permit. A permit cannot be extended or amended by rider after the completion of the filming activity. All riders not submitted in a timely manner will be subject to an additional fee.
5. If other non-Whittier City agencies (e.g., AKDOT, ARRC, etc.) have jurisdiction, the designee shall require the permit applicant to notify such overlapping jurisdictions, obtain appropriate consents and/or permits, and shall list such other agencies in writing on the permit.
6. The permit application fee is \$50.00, which is non-refundable, and which is due at the time of submission of the film permit application. This fee does not include charges for additional services such as Police, Fire, EMS, Public Works, Harbor, or any other. Rates for additional services shall be estimated and paid at time of permit issuance. If services exceed estimate actual fees will be due and payable within 7 days.
7. A land use fee shall be assessed based on the impact of the filming to the community. The minimum fee is \$100 per day, and may increase based on the size and complexity of the filming project.
8. A business license will need to be issued to the production company and the companies working for the production company, e.g. catering companies, crane companies, security companies, etc. To obtain a business license, please call (907) 472-2327.

9. All set-up, filming and strike down shall occur between the hours of 6:00 AM and 10:00 PM unless special permission is requested and approved by City.

10. All City of Whittier parking fees will apply. Large truck, trailers, motorhomes, etc. will require special parking permission and arrangements prior to arrival.

B. INSTRUCTIONS

Please fill out the Application Form completely and attach the following documents to the form provided, as applicable:

1. Scaled Plan - required for all filming activities which require parking or occupancy of any vehicle, equipment or person associated with the filming activity on the public right-of-way.
2. Sample of Notification Letter - all residents and merchants within 300 feet of the film location must receive notice of filming 72 hours prior to start. The letter must be typed on film company letterhead per the attached instructions.

The letter shall state the following:

- (a) Name of your company, type of filming, name of your production and that you are proposing to film in the City.
- (b) Dates, times and locations when you propose to be on location.
- (c) Description of film activities.
- (d) Construction and strike down plans.
- (e) Complete contact information so that residents and businesses can contact you to discuss any concerns and/or perceived conflicts.

C. INSURANCE REQUIREMENTS

Certificate of Insurance Form - must be on file with the City of Whittier prior to filming activity. Requirements are: \$1,000,000 General Liability; \$1,000,000 Auto Coverage, and statutory limits for Worker's Compensation.

Prior to issuance of a film permit, the production company shall provide the City of Whittier with the following certificates of insurance:

(1.) Commercial General Liability Insurance. The production company shall maintain commercial general liability insurance naming the City of Whittier, its officers, employees, agents, volunteers and representatives as additional insured(s). The amounts of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1 million per

occurrence.

(2.) Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1 million per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(3.) Worker's Compensation Insurance. In accordance with Alaska statute, the production company, if the production company has any employees, is required to be insured against liability for worker's compensation.

The City of Whittier shall be given thirty (30) days written notice of cancellation or material change to the insurance required.

D. CONDITIONS

1. There are to be no obstructions to any public or private right-of-way unless authorized to do so by conditions of permit. Use of private property must be obtained from the landowner in addition to the City issued filming permit.

2. The stopping of traffic is not permitted on any street for filming at any time unless approved by the City of Whittier.

3. A street closure or lane closure is not permitted on any street unless approved by the City of Whittier.

4. No pyrotechnics, no hazardous materials, no open flame, no vehicles inside a structure shall be used without prior approval from the Whittier Department of Public Safety. The permit holder shall comply with all requirements of the Department of Public Safety, including having fire personnel present to ensure safety as required by the department director.

5. Street parking in residential areas is not permitted, except a limited number of equipment vehicles used to produce the film may be parked at the site in accordance with a parking plan drawn to scale on the Whittier City form and approved by the City Manager. No film permits will be issued without the approval of the parking plan.

6. Required Public Service and Safety Employees (Police, Fire, Public Works, Public Works, Harbor):

(a) Off-duty police and/or fire personnel requirements shall be determined by the Director of Public Safety, and any City personnel required at the location(s) shall be at the permittee's expense.

(b) Payment for personnel must be made upon receipt of permit, and any additional hours of work shall be due within 7 days.

(c) A minimum of two (2) hours is to be paid for each City employee required by the permit, or requested by the permittee. Additional personnel may be requested by the

permittee at the time the application is filed. The permit holder shall pay the actual burdened rate for the actual hours worked by any City employee(s) whose services are required in connection with the filming. The City has final determination concerning the assignment of City employees as requested.

(d) The responsibilities of the public safety and other personnel encompass the interest of the citizens of the City of Whittier as well as the movie company. These officers are employees of the City of Whittier, not the movie company, and they will enforce all the City of Whittier regulations and the provisions of the film permit.

(e) On-site supervision by public safety personnel is in the public interest, however, the requirement for both fire personnel and police officer(s) may be modified at the discretion of those departments.

(f) The police officer will enforce the ending time listed on your permit. They are not authorized to extend it. The ending time means all vehicles and personnel leaving Whittier on the earliest tunnel following end time of permit.

(g) The minimum fine for violations of the permit conditions is \$500 per permit violation.

7. The production company shall have a copy of the film permit in its possession at all times.

8. Filming is to comply with all relevant provisions in the Whittier Municipal Code and all relevant City ordinances.

9. All property owners within 300 feet must be notified by mail at least three days prior to filming activities. This distance shall be measured by the linear distance in each direction from the nearest adjacent property lines of the location on all sides to all properties within a 300 foot radius, regardless of whether the properties are separated by a street, alley or other property.

The permit holder will be responsible for handling all the affected inquiries and complaints. Resolution of problems in a prompt and courteous manner is required.

10. If applicant intends to use wild animals, chemicals, explosives or fire, or intends to engage in any other hazardous activity, a statement to that effect is required in the application.

11. The City of Whittier shall have the privilege of inspecting the premises covered by this permit at any time without notice.

12. This permit shall not be assigned and any attempt to assign renders this permit null and void, without the express written approval from the City of Whittier.

13. Commercial filming, on public property or within public view, of any person naked or engaged in pornographic, lewd or obscene behavior is outside the scope of the permit and is strictly prohibited.

14. An additional fee will be assessed to the permit for all special services requested and/or provided by the City to the permittee. This includes all Police, Fire, EMS, Public Works, Harbor or other personnel as well as services such as harbor use, street closures, etc.

15. The location manager, or his or her designated representative, must be present at the filming location until pre-filming activities are completed, and must communicate to the production company the conditions of the permit.

16. Permittee agrees to comply with all applicable laws and to maintain any public premises used in the filming in good condition and to return said premises in the same condition as existed before said use.

17. The production company is expected to follow all federal, state, and local regulations, as well as prudent safety practices.

18. The City of Whittier may summarily revoke a permit and stop the production in the event the permittee does not adhere to all conditions of approval.

If you have any questions, please contact the City of Whittier Administrative Office at (907) 472-2327.

ALL FEES MUST BE PAID IN ADVANCE, BEFORE FILMING BEGINS.

I have read and understand the above policies/guidelines of the City of Whittier and agree to all the terms and conditions set forth above.

Company Representative:

Signature and Title: _____

Date: _____

GENERAL RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

_____ (“Producer”) has requested permission from the City of Whittier, Alaska (“City”), to film the City and activities occurring on City property for inclusion in a film, television program or advertising segment identified as _____ that Producer intends to produce and market for commercial distribution (“Program”). In consideration of the City granting to Producer the permission that it requests, Producer enters into the following agreement with the City. This agreement with the City serves to release the City of liability and indemnification for any activity by Producer related to the Program under the terms of this agreement from _____ to _____.

Producer, a _____ [name of state of incorporation] corporation, hereby acknowledges that presence on or near property during commercial activities such as unloading/loading fish or cargo can be an extremely dangerous environment and may be life threatening. It acknowledges that the City, through its employees, attorneys, and other representatives, have repeatedly notified Producer of the potential dangers of being within the vicinity of the industrial and commercial areas in the City including its port and harbor to protect Producer from both the foreseeable and the unforeseeable dangers posed by activities and actions of individuals and equipment during commercial and industrial business conducted in the City.

Producer, on its behalf and on behalf of all its employees, designees, representatives, subcontractors, directors, officers, volunteers, administrators, agents, heirs, beneficiaries, executors, successors, assigns, and other entities or individuals claiming through it or affiliated with it (hereafter collectively referred to as “Producer”) hereby covenants and agrees to release, indemnify, and hold harmless the City of Whittier, Alaska, its employees, volunteers, officials, agents, officers, departments, boards, commissions, or other bodies (hereafter collectively referred to as the “City”) from and for any and all demands, claims, suits or causes of action, whether known or unknown, arising from any and all loss, damage, and/or mental or physical injury (including, but not limited to injuries leading to death and death itself) to any property or any person which may occur from any cause whatsoever in the course of Producer’s production of the Program. This General Release of Liability and Indemnification Agreement (“Release and Indemnification”) includes an action against the City for death, damage, or injury resulting from an inherent danger and/or risk of being on City property in the course of Producer’s production of the Program. This Release and Indemnification also prohibits the Producer from bringing an action, suit, claim or cause of action, or making a demand, whether known or unknown, against the City arising out of the City’s negligence, gross negligence, failure to use due care, or any intentional tort and requires Producer to indemnify the City for any such claims brought against the City that arise from or during Producer’s use of or presence on City property. Producer also warrants that injuries, death or damage stemming from equipment malfunction or misuse, human error, ignoring a known hazard, and a defect in the property are all within the scope of this Release and Indemnification and Producer is barred from bringing any and all present or future demands, suits, claims or causes of action arising from the City’s conduct, including

demands, suits, claims or causes of action arising from the City's negligence or gross negligence, committed by the City and is obligated to indemnify and hold harmless the City for any such claims brought against the City that arise from or during Producer's use of or presence on City property. The above list of potential causes of injury, death or loss is intended only to provide an example of the broad scope of this Release and Indemnification and is in no way intended to limit the Release to the named causes as this Release and Indemnification is intended to apply to any and all causes of liability.

Producer is familiar with the decision of the Alaska Supreme Court in *Young v. State*, 455 P.2d 889 (Alaska 1969) and it is still the undersigned's true intent and desire to fully release all of the entities and persons described above collectively as City even though all of such entities and persons are not specifically named herein. Producer further acknowledges familiarity with the decision of the Alaska Supreme Court in *Witt v. Watkins*, 579 P.2d 1065 (Alaska 1978) and intends this release to discharge the City from any liability for damages or losses subsequently discovered or incurred or for damages or losses that are different in extent, degree, or kind than those now alleged, known, anticipated, or expected.

Producer hereby acknowledges and covenants that this Release and Indemnification is made in a commercial setting between a municipal corporation and a private commercial enterprise which has the ability and the obligation to purchase insurance and to abstain from entering City property or any other property during the conduct of live fire training or an emergency situation. Consequently, Producer hereby acknowledges that ambiguities in this Release and Indemnification shall be resolved in favor of the City and protecting the City from any and all liability. This Release and Indemnification has been submitted to the scrutiny of all parties and their counsel if desired, and it shall be interpreted without consideration to or weight given to its being drafted by any party or its counsel and interpreted according to its fair meaning and intent and not for or against either party.

Producer hereby warrants and represents that it has authority to enter into this Release and Indemnification and that the representative signing this Release and Indemnification has authority to sign this Release and Indemnification on behalf of Producer. This Release and Indemnification shall be governed by the laws of the State of Alaska.

PRODUCER

By: _____

Date: _____

Print Name: _____

Title: _____