



Township of Lower Merion

TV, Film and Video Production Permit Policy and Application 2008-2009

Office of Public Information
75 E. Lancaster Avenue, Ardmore, PA 19003-2376
PHONE: (610) 645-6199 FAX: (610) 649-0777

The Township of Lower Merion's TV, Film and Video Production Permit Policy is designed to provide effective coordination of filming or videotaping of television and feature productions that are conducted throughout the year. When reviewing the Policy and filling out the permit application for your production, please note the following:

- The Township will request reimbursement for certain costs for services provided by the Township, e.g., Police, in connection with your production. Contact the Police Staff and Inspections Unit to arrange extra duty detail at (610) 645-6250.

The application for a TV, Film and Video Permit must be submitted no later than thirty (30) calendar days prior to the first day of the production. The Permit fee is \$50. Applications submitted less than thirty (30) calendar days prior to the proposed production must include an additional \$25 late fee and may be declined a permit.

- Arrangements for filming or videotaping *should not* be finalized until such time as you have received a permit. No such production can take place without a permit.
- You will be required to provide commercial liability insurance for the production as determined by the Township's Insurance Division. The Insurance Certificate must be submitted in accordance with attached Insurance Requirements (see attached requirements). Please contact Terry Lafferty, Insurance Administrator at (610) 645-6202.
- Adjoining property owners/neighbors must be notified at least two weeks in advance of the scope and timetable of your production. The Township's Public Information Office must be copied on this communication.
- The assigned permit for this production is good for a period of thirty (30) days.

PLEASE COMPLETE THIS FOUR-STEP APPLICATION AND RETURN WITH THE REQUIRED FEES TO THE TOWNSHIP'S OFFICE OF PUBLIC INFORMATION.

STEP 1: GENERAL INFORMATION

Name of the production: _____

Name/address of the production company: _____

Production coordinator/contact: _____

Cell phone number: _____

E-mail address: _____

On-site contact, day of shoot: _____

Cell: _____

Purpose/content of the production: _____

Specific location/s requested: _____

Date/s of production: _____

Set up date/time: _____

Breakdown date/time: _____

Hours of production: _____

Alternate date/s and location(s): _____

Estimated number of people participating: _____

STEP 2: ADDITIONAL INFORMATION

- Will you require road closure? _____yes _____no

If yes, a permit is required from the Township Public Works Department, (610) 645- 6128.

The exact locations requested are: _____

- Do you anticipate traffic interruptions? _____yes _____no

- Will you require Police assistance? _____yes _____no

- Will you be using amplified sound? _____yes _____no

NOTE: Amplified sound is subject to the Township of Lower Merion's noise ordinance. Please list date(s) and hour(s) of amplified sound use: _____

- Will staging be used? _____yes _____no

- Is it prefabricated _____Yes _____No Or built on site _____Yes _____No

If built on site, sealed plans must be provided and a building permit will be required.

- Will tents or canopies be erected? _____yes _____no

If yes, please describe: quantity: _____ size(s): _____ total sq. feet: _____

Note: Single tents or canopies measuring over 200 square feet require a permit from the Township's Department Building and Planning Department – (610) 645-6200 and the Township's Fire Department – (610) 645-6190, as the tent may require inspection.

- Will you require a permit to vend food, merchandise or product samples? _____yes _____no

If yes, please contact the Montgomery County Health Department at 610-278-3000

Please provide vendor names: _____

- Will you be selling retail merchandise? _____yes _____no

STEP 3: MISCELLANEOUS

- No alcohol is permitted without the approval of the Liquor Control Board.
- A copy of the permit must remain on-site for inspector's review.
- The applicant is required to secure port-a-johns/portable washrooms, chairs, trash boxes and any medical needs for the production at the applicant's sole cost and expense. Failure to adequately provide such amenities could result in the production applicant(s) or coordinator(s) inability to hold future productions in the Township.
- Cancellations or cancellation of requested services must be made in writing prior to the production. Failure to provide written verification may result in the sponsor/s being required to reimburse the Township for the agreed upon services.

STEP 4: COMPLETE, SIGN AND DATE

By signing and submitting this TV, Film and Video Production Permit Application sponsor agrees to indemnify, defend and hold harmless the Township of Lower Merion and its officers, employees and agents from and against any and all losses, costs (including, but not limited to litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the Sponsor's act or omission or negligence or fault or the act or omission or negligence or fault of Sponsor's agents, subcontractors, suppliers, employees or servants in connection with the Permit, except for any claims, liability, demands, suits or loss arising from the willful or grossly negligent acts of the Township of Lower Merion, its elected and appointed officials, agents, employees and authorized volunteers.

Name of the TV, Film or Video Production Sponsor:

Authorized Signer: _____

Title: _____

Date: _____

**Township of Lower Merion
TV, Film, Video Production and Special Event Permit
Insurance Requirements**

Indemnification

To the fullest extent permitted by law, Sponsor agrees to defend, indemnify, pay on behalf of, and save harmless the Township of Lower Merion, its elected and appointment officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the Sponsor's proposed use or to occupancy of the premises of the Township of Lower Merion except for any claims, liability, demands, suits or loss arising from the willful or grossly negligent acts of the Township of Lower Merion, its elected and appointed officials, agents, employees and authorized volunteers.

Insurance – Compliance with the terms of this section is:

 X Required Suggested Waived

1. The Sponsor shall purchase and maintain through the term of this agreement or its use or occupancy of Township of Lower Merion premises commercial general liability insurance or is equivalent with minimum of:

\$1,000,000 each occurrence;
\$1,000,000 personal and advertising injury;
\$2,000,000 general aggregate; and
\$1,000,000 products/completed operations aggregate

2. This commercial general liability insurance or its equivalent shall include coverage for all of the following:

- a) Liability arising from premises and operations;
- b) Liability arising from products and completed operations;
- c) Contractual liability including protection for the Sponsor from bodily injury and property damage claims arising out of liability assumed under this agreement;
- d) Liability arising from the explosion, collapse, or underground (XCU) hazards;
- e) Liability arising from athletic or sports participation; and
- f) Liability arising from bodily injury to spectators.

3. The Township of Lower Merion and its elected and appointed officials, officers, agents employees and authorized volunteers shall be named as additional insured on the commercial general liability insurance policy as respects to Sponsor's use or occupancy of the premises of the Township of Lower Merion. The following manuscript wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by the Sponsor to evidence its purchase of commercial general liability insurance:

The policy is amended to include as additional insured the Township of Lower Merion and its elected and appointment officials, officers, agents, employees and authorized volunteers, but only for liability arising out of your operations on, at or adjacent to premises of the Township of Lower Merion, "your product" or "your work."

4. If the Sponsor has any owned autos, the Sponsor shall purchase and maintain through the term of this agreement or its use or occupancy of the Township of Lower Merion premises business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for liability arising out of the ownership, maintenance or use of any auto and for automobile contractual liability.

Township of Lower Merion
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Insurance Requirements

5. If the Sponsor has any employees, the Sponsor shall purchase and maintain throughout the term of this agreement or its use or occupancy of the Township of Lower Merion premises worker compensation insurance or its equivalent with statutory benefits as required by any state or Federal Law, including standard "other states" coverage, and employers liability insurance or its equivalent with minimum limits of:
- \$100,000 each accident for bodily injury or accident;
 - \$100,000 each employee for bodily injury by disease; and
 - \$500,000 policy limit for bodily injury by disease
6. The Sponsor shall purchase and maintain throughout the term of this agreement or its use or occupancy of Township of Lower Merion premises umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:
- \$5,000,000 per occurrence;
 - \$5,000,000 aggregate for other than products/completed operations and auto liability;
 - and
 - \$5,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- a. Commercial general liability;
- b. Business Auto liability; and
- c. Employers Liability.

Waiver of Subrogation

To the fullest extent permitted by law, the Sponsor and its employees, officials, volunteers, agents and representatives waive any right of recovery against the Township of Lower Merion and its elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the Sponsor's proposed use or to occupancy of the premises of the Township of Lower Merion or arising out of Sponsor's operations on, at or adjacent to any premises of Township of Lower Merion. The Sponsor shall advise its insurers of the foregoing and such waiver shall be provided under the Sponsor's commercial property and liability insurance policies and the Sponsor's workers compensation insurance policy, if any.

Damage to property of the Sponsor and its Invitees

The Sponsor and its employees, officials, volunteers, and agents shall be solely responsible for any loss or damage to property of the Sponsor or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Township of Lower Merion.

Please fax required documents to:

Terry Lafferty, Insurance Administrator
Fax No.: 610-645-6202 or 610-649-2529