

TOWN OF WARWICK



132 KINGS HIGHWAY
WARWICK, NEW YORK 10990

TOWN HALL TELEPHONE (845) 986-1124
POLICE DEPT. TELEPHONE (845) 986-3423
PUBLIC WORKS TELEPHONE (845) 986-3358
TOWN HALL FAX (845) 986-9908
SUPERVISOR supervi@warwick.net
TOWN CLERK townclk@warwick.net

Application to Obtain Permit for Film and Video Productions

Applicant's Name: _____
Applicant's Address: _____
Applicant's Phone: (Home): _____ (Cell): _____
Date (s) of filming: _____ # of days _____
Location of Filming (include property and roads) _____

**Guidelines and insurance requirements for filming and/or recording
in the Town are attached.**

Town Use Only

Applicants shall be responsible for all costs incurred by the Town in assigning police, fire, public works or other Town employees to facilitate or monitor the filming process as per attached agreements.

Permit Fee

\$250.00/day
(Minimum 1 day)

Total Fees Received: _____

Date Fees Received: _____

Signature of Applicant _____ Date _____

Date of Town Board Approval _____

AGREEMENT FOR POLICE SERVICES

This agreement dated _____, between, _____
_____ with offices at _____ and the Town
of Warwick, a New York Municipality, with offices at 132 Kings Highway, Warwick,
NY 10990, (Town) for services to be provided to _____ by the Town.

Whereas, _____ desires to have the Town provide specific
police services to _____ at the _____,
and;

Whereas, The Town is willing and able to provide such services as outlined below
at a cost set forth below, _____ and the Town hereby agree as follows:

1. The Town will provide police presence in the form of up to one police
cruiser and officer up to _____ as requested. The officer(s) provided will be
regular Town of Warwick Police officers assigned at the discretion of the Town
of Warwick Police Chief or his designated agent.
2. The Town hereby certifies that it maintains General Liability insurance
including law enforcement activities in a base amount of \$1,000,000 together with
an umbrella policy for \$10,000,000 for all underlying occurrences. The Town also
maintains the statutory Workmen's Compensation insurance as required by New
York State. Copies of said policies shall be made available to _____ upon
request.
3. It is further understood and agreed by and between the parties hereto that the
Town shall only be required to make its best efforts to provide the manpower and
equipment as noted above. The parties recognize that there may be emergency or
other circumstances under which the officers or equipment assigned to the
_____ details may be required for public safety to be positioned
elsewhere. Such reassignment shall not be regarded as a breach of this contract if
such should occur.
4. The period of time covered by this agreement shall run from _____ until
_____, unless extended by mutual agreement of the parties hereto.
5. The cost to _____ for the above services shall be as follows:
 - a. A charge of \$120.00/hour/officer will be due and payable prior to
filming.
 - b. In addition, a charge of \$20.00/hour for each car assigned shall be
computed and billed to compensate for wear and tear, fuel, etc.

c. Cost of miscellaneous safety equipment deemed necessary or desirable by the Town shall be billed to _____ at a cost basis. Such items might include but not necessarily be limited to flares, cones, etc.

8. The Town shall submit an itemized bill to _____ at the conclusion of the event. Such bill shall include the name of the officer who provided services, hours worked, the normal hourly overtime rate of pay for each officer, each vehicle so assigned and the number of hours so assigned, and a list of any additional equipment provided by the Town as outlined above.

Town of Warwick

By: _____
Michael P. Sweeton,
Town Supervisor

By: _____

Hold Harmless Agreement

1. In consideration for receiving permission to utilize town property, I hereby release, wave, discharge and covenant not to sue the Town of Warwick, their officers, agents, servants, or employees (here after referred to as releases) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or any of the property belonging to me, whether caused by the negligence of the releases, or otherwise, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
2. I am fully aware of the risks involved and hazards connected with private activities included in public venues, and hereby elect to voluntarily participate in said activity with full knowledge that said activity may be hazardous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me or any loss or damage to property owned by me, as a result of being engaged in such an activity, whether caused by the negligence of the releases or otherwise.
3. I further hereby agree to indemnify and hold harmless the releases for any loss, liability, damage or cost, including court costs and attorney fees, that they may incur due to my participation in said activity, whether caused by the negligence of the releases or otherwise.
4. I understand that the Town of Warwick does not maintain any insurance policy covering any circumstance arising from my participation in this event or any activity associated with or facilitating that event. As such, I am aware that I should review my personal insurance portfolio.
5. It is my express intent that this waiver of liability and hold harmless agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a release, waiver, discharge and covenant not to sue the above named releases. I hereby further agree that this waiver of liability and hold harmless agreement shall be construed in accordance with the laws of the State of New York.
6. In signing this release, I acknowledge and represent that I have read the foregoing waiver of liability and hold harmless agreement, understand it and sign it voluntarily as my own free act and deed, no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least 18 years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

In witness thereof, I have hereunto set my hand and seal on this day of

Witness

Applicant

LOCAL EXPENDITURE BREAKDOWN

Please give your best estimate of how much you spent on this production in our area. Your information is **CONFIDENTIAL** and will not be shared with anyone except as part of an aggregate total of all production spending taking place during a given period in this region.

Your information helps us demonstrate why filmmaking is important to our local community and should be supported. Please help us continue to help you!

ACTORS/CREW

Pre Production Costs
Technicians/Labor/Special FX/Local Hires
Talent Agency Fees
Actors & Extras, Local Hires
Actors & Extras, Out-of-Town Hires

TOTAL _____ \$

EQUIPMENT/VEHICLES

Lighting/Grip Truck Packages
Phones/Mobile Phones
Vehicles Rented
Mileage
Gas & Maintenance
Set Construction Costs
Props
Wardrobe

TOTAL _____ \$

FEES

Location Fees
Studio & Stage Rental
Film & Processing [Local]
Post Production Services [Local]
Shipping Costs
Security/Police/Fire
Miscellaneous Fees

TOTAL _____ \$

FOOD/HOTELS

Catering
Craft Service
Restaurants
Other Meals
Per Diem
Hotels/Other Accommodations
Hotel Phone Costs
Miscellaneous Expenses

_____ \$

OTHER (please explain)

_____ \$

TOTAL LOCAL EXPENDITURES:

\$ _____ *

(Confidential)

Orange County NY Film Office
Location Production Expenditure Report

Thank you for completing the Orange County NY Film Office Production Expenditure Report. This confidential report provides valuable information about the impact of production that will be used to support the work of this film commission.

COMPANY INFORMATION

Project Title	
Primary Production Company	
Permanent Address 1	
Permanent Address 2	
City	
State/Province	
Postal Code	
Country	
Report Completed by	
Title	
Phone	
Email	

PRODUCTION INFORMATION

City, county, state or province	
Production Type (feature, commercial)	
Shooting Format	
Start Date	
End Date	
Principal Language Used	
Number of Pre-Production Days in Orange County	
Number of Production Days in Orange County	
Number of Wrap Days in Orange County	
Total Days of Production (all jurisdictions)	
Major Locations Used	
Number of Room Nights in Orange County	
Total Production Budget	

ORANGE COUNTY PERSONNEL

	NUMBER OF PEOPLE	TOTAL WORK DAYS	AMOUNT SPENT
Crew			
Actors			
Extras			
Other Local Hires			
TOTAL			

FINANCIAL INFORMATION (complete only for Orange County expenditures or monies paid to Orange County companies and/or workers)

Local Personnel (from table above)	
Accommodations	
Vehicle Rental	
Equipment Rental	
Office Supplies	
Wardrobe/Costumes	
Lumber & Hardware	
Props	
Per Diems	
Building Rental (production office, studio, locations)	
Utilities	
Location Fees	
Permit Fees	
Catering/Food	
Other Rentals	
Other Purchases	
Other Expenses	

TOTAL SPENT IN ORANGE COUNTY

Thank you for completing this Production Expenditure Report. Your work will help to keep on-location filming affordable and support the work of the Orange County NY Film Office. If you have any questions, contact the commissioner listed below.

Please return this report to: Dawn Ansbro
 Orange County NY Film Office
 P.O. Box 574
 Sugar Loaf, NY 10981
 845-469-9120
 dawn@ocartscouncil.org

CHAPTER 81 FILM AND VIDEO PRODUCTIONS

A The Town has experienced a significant increase in requests to film in the community. This chapter is intended to establish guidelines for filming in the Town and to create consistency in the manner in which the Town handles applications for filming.

§ 81-2 Filming on private property.

A.

No commercial, movie, television program, documentary or similar audio visual production or any portion thereof shall be filmed, videotaped or recorded in any media format or otherwise made on any private property in the Town of Warwick without first obtaining a permit from the Town Board. Filming in any district zoned commercial, industrial, residential or other shall be permitted subject to the following conditions:

(1)

The property must be of adequate size. No heavy equipment may be permitted on septic tanks or leach fields.

(2)

All vehicles associated with the filming must be contained on the site or arrangements made to lawfully park vehicles off site.

(3)

Travel on local streets to the site is restricted to 7:00 a.m. to 10:00 p.m.

B.

Application for a permit shall be submitted to the Town Board on an application form to be provided by the Town Clerk.

C.

Permit applications must be submitted at least 30 days prior to the date any on-site activity in connection with filming is commenced.

D.

Operational limitations.

(1)

Filming shall not be conducted at the same location (i.e., in the same building or at the same street address) more than 30 calendar days within any twelve-month period.

(2)

Filming shall not be conducted at the same location within 14 days of another filming.

(3)

No applicant shall allow any filming for which a permit has been issued to be conducted prior to 7:00 a.m. or after 10:00 p.m. unless otherwise expressly approved by the Town Board.

(4)

No applicant shall allow equipment used in connection with such filming, including but not limited to lights, generators and related equipment, to be set up or operated at the location described in the permit application prior to 7:00 a.m. or after 10:00 p.m. unless otherwise expressly approved by the Town Board.

(5)

For residentially zoned districts, filming shall not be conducted at the same location more than twice per calendar year, with at least six months between filming.

(6)

The Town Board may, in its discretion, waive any of the restrictions in the subsection and shall be permitted to impose reasonable conditions in doing so.

E.

The Town Board shall have the authority to approve or disapprove an application for a permit and to establish such conditions for filming as deemed necessary to protect the health, safety and welfare of the residents of the Town of Warwick. The Town Board may also extend the hours of filming on public property, subject to any conditions and additional fees deemed necessary and appropriate.

F.

A certificate of insurance must be submitted with the application, naming the Town of Warwick as an additional insured and in compliance with other conditions established by the Town Board in the following minimum amounts:

(1)

Property damage: \$2,000,000 per individual; \$2,000,000 per occurrence.

(2)

Personal injury: \$2,000,000 per individual; \$2,000,000 per occurrence.

§ 81-3

No commercial, movie, television program, documentary or similar audiovisual production or any portion thereof shall be filmed, videotaped or recorded in any media format or otherwise made on any public property in the Town of Warwick, including but not limited to streets, sidewalks, parks and buildings, or the waters of Greenwood Lake without first obtaining a permit from the Town Board. A permit shall be required for the running of cable, the placing

or storing of equipment of any kind, the parking of vehicles or any other film-related activity on any public property or any other use of public property for the purpose of making audiovisual productions.

B.

Application for a permit shall be submitted to the Town Board on an application form to be provided by the Town Clerk.

C.

Permit applications must be submitted at least 30 days prior to the date any on-site activity in connection with filming is to commence.

D.

A certificate of insurance must be submitted with the application, naming the Town of Warwick as an additional insured and in compliance with other conditions established by the Town Board in the following minimum amounts:

(1)

Property damage: \$2,000,000 per individual; \$2,000,000 per occurrence.

(2)

Personal injury: \$2,000,000 per individual; \$2,000,000 per occurrence.

E.

Operational limitations.

(1)

No applicant shall allow any filming for which a permit has been issued to be conducted prior to 6:00 a.m. or after 12:00 midnight.

(2)

No applicant shall allow any equipment used in connection with such filming, including but not limited to lights, generators and related equipment, to be set up or operated at the location described in the permit application prior to 6:00 a.m. or after 12:00 midnight.

F.

The Town Board shall have the authority to approve or disapprove an application for a permit and to establish such conditions for filming as deemed necessary to protect the health, safety and welfare of the residents of the Town of Warwick. The Town Board may also extend the hours of filming on public property, subject to any conditions and additional fees deemed necessary and appropriate.

§ 81-4 Request for film productions.

Requests for film productions which will exceed five days must be submitted to the Town Board at least 30 days prior to the date filming will take place. The Town Board may establish any fee it deems reasonable and appropriate for such filming.

§ 81-5 Use of Town employees.

A.

Applicants shall be responsible for all costs incurred by the Town in assigning police, fire, public works or other Town employees to facilitate or monitor the filming process.

B.

The decision to assign Town employees shall be the responsibility of the Town Board and the department heads.

C.

Provisions for billing and collection of costs shall be determined at the time of the event.

§ 81-6 Previous offenses.

Notwithstanding any section of this chapter, no applicant who has been previously convicted of a violation of this chapter shall be granted a permit hereunder for a period of 18 months from the date of such conviction.

§ 81-7 Fees.

A.

Fees shall be adopted by resolution of the Town Board for:

(1)

Filming by or for a nonprofit organization or the filming of a documentary, for each day, on either private or public property.

(2)

Filming by a production company for a commercial by or for a profit-making entity, for each day, on either private or public property.

B.

The schedule of fees, once adopted by the Town Board, will be available for inspection in the office of the Town Clerk. The Town Board shall be permitted to raise the level of any fee due under this chapter when the circumstances warrant.

§ 81-8 Penalties for offenses.

A.

Any person who violates the provisions set forth in this chapter shall be subject to a fine of not more than \$250 per day for each day that the violation continues and/or imprisonment not to exceed 15 days.

B.

The imposition of such penalty shall not be the Town's exclusive remedy in the event of a violation of this chapter. The Town may pursue any and all other legal remedies available in connection with any violation of this chapter.



CERTIFICATE OF LIABILITY INSURANCE

9/29/2016

DATE (MM/DD/YYYY)

2/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [REDACTED] [REDACTED] [REDACTED] [REDACTED]	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: [REDACTED]	NAIC # [REDACTED]
INSURED [REDACTED] [REDACTED] [REDACTED]	INSURER B: [REDACTED]	NAIC # [REDACTED]
	INSURER C: [REDACTED]	NAIC # [REDACTED]
	INSURER D: [REDACTED]	NAIC # [REDACTED]
	INSURER E: [REDACTED]	NAIC # [REDACTED]
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13918435 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	6796754	9/29/2015	9/29/2016	EACH OCCURRENCE	\$ [REDACTED]
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ [REDACTED]
							MED EXP (Any one person)	\$ [REDACTED]
							PERSONAL & ADV INJURY	\$ [REDACTED]
							GENERAL AGGREGATE	\$ [REDACTED]
							PRODUCTS - COMP/OP AGG	\$ [REDACTED]
								\$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	CA7469927	9/29/2015	9/29/2016	COMBINED SINGLE LIMIT (Ea accident)	\$ [REDACTED]
							BODILY INJURY (Per person)	\$ XXXXXXX
							BODILY INJURY (Per accident)	\$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	\$ XXXXXXX
								\$ XXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE	\$ XXXXXXX
							AGGREGATE	\$ XXXXXXX
								\$ XXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC067940187 (MA, WI) WC067940179 (AOS)	9/29/2015 9/29/2015	9/29/2016 9/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ [REDACTED]
							E.L. DISEASE - EA EMPLOYEE	\$ [REDACTED]
							E.L. DISEASE - POLICY LIMIT	\$ [REDACTED]
E	Property	N	N	MAU D37412247 003	9/29/2015	9/29/2016	Replacement Cost- subject to terms and conditions of the policy. Plate Glass Included	
D	WC (CA)			WC067940183	9/29/2015	9/29/2016		
D	WC (FL)			WC067940184	9/29/2015	9/29/2016		

COPY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder and any applicable required parties are named as additional insured as respects to the General Liability in accordance with a written, signed and dated contract. The above referenced insurance is primary and non-contributory in accordance with a written, signed and dated contract. Waiver of subrogation applies in accordance with a written, signed and dated contract. RE: #15779.

CERTIFICATE HOLDER

13918435
Town of Warwick
132 Kings Highway
Warwick, NY 10990

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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