

**COUNTY OF BERGEN
OFFICE OF COUNTY COUNSEL**

One Bergen County Plaza – 5th Floor – Hackensack, NJ 07601-7076
(201) 336-6950 – FAX (201) 336-6966

James J. Tedesco, III
County Executive

Thomas J. Duch
County Counsel / County Administrator

FILM PERMIT APPLICATION

A completed and approved permit is required for all filming. This permit must be available for inspection throughout the filming process.

Title of Project: _____

Production Contact: _____

Production Company: _____

Address: _____

CITY

STATE

ZIP CODE

Cell: _____ Email: _____

Requested filming location(s): _____

Please note: The Courthouse is typically unavailable for filming during regular business hours. Permission to film may be granted for night or weekend filming at an additional expense.

Date(s)/Time(s) requested: _____

Scene(s) to be filmed (please describe accurately): _____

Describe use of animals, firearms, special effects, simulated violence, and/or scenes that would disturb the public: _____

List Production Equipment, including props, lighting, screens, etc.: _____

Number of Cast & Crew: _____

Number of Automobiles: _____ Trucks: _____ Other Vehicles: _____

License Plates Numbers: _____

Street Closures Required: _____

Please be advised that you are restricted to the dates and hours indicated on the film permit. Additionally, the county permit must be displayed on site at all times when filming is occurring.

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Type of Project: (Please check one of the following)

- Feature Film Television Series Mini-Series
 T.V. Movie Music Video Documentary
 Short Film Commercial Other: _____
 Non-profit Student Film

Title of Project: (If commercial, identify product; if music video, identify band and song name)

Producer: _____ Director: _____

Location Manager: _____ Prod. Manager: _____

Applicant agrees to comply with all rules and restrictions imposed by the County during its Activities on County property. Failure to comply with any permit requirements or conditions may result in revocation without refund of permit fees.

Date

Authorized Signature

Title

FEES: \$250/\$750/\$1500 per day permit fee depending on crew size*

Non-profit/student films: No fee. (Insurance and Hold Harmless Agreement required)

*Permit fee is in addition to any required fees for County personnel or equipment.

INSURANCE: Applicant must file its **Certificate of Insurance (COI)** and **Defense, Indemnification, and Hold Harmless Agreement** prior to issuance if a permit. An employee, volunteer, contact, agent, or representative of Applicant must personally execute the annexed **Release/Waiver and Hold Harmless Agreement** prior to accessing the County Property.

****OFFICIAL USE ONLY****

Application Received: _____ Payment: _____

Approved by: _____ Date: _____

Approved Filming Date(s)/Time(s): _____

Approved Location(s): _____

See Project-Specific Conditions on Following Page.

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INSTRUCTIONS

Dear Applicant,

Prior to issuance of a film permit, the County requires that a Certificate of Insurance be filed with the Office of County Counsel.

The Certificate must show a **minimum** of \$1,000,000 per occurrence, \$2,000,000 aggregate General Liability and \$ 5,000/person Medical Expense. **THE COUNTY OF BERGEN AND ITS OFFICIALS, EMPLOYEES AND AGENTS** must be named as **ADDITIONAL INSURED** and **COUNTY OF BERGEN** shown as **CERTIFICATE HOLDER**.

Your insurance company (agent) must be told of this requirement and the above underlined paragraph. They will, at that time, issue the Certificate of Insurance which will be mailed to the above address, faxed to (201) 336-6966 or delivered to the Office of County Counsel at the above address.

Please make sure the term of the insurance (effective date to expiration date) falls within the dates you anticipate using the Bergen County facilities.

In addition, a corporate representative authorized to bind the applicant must execute the annexed **Defense, Indemnification, and Hold Harmless Agreement** prior to issuance of a permit, and each employee, volunteer, contractor, agent, or representative of Applicant must personally execute the annexed **Release/Waiver and Hold Harmless Agreement** prior to accessing the County Property.

If you have any questions concerning this matter, please call (201) 336-6950.

Thank you for your cooperation.



DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In recognition of the County of Bergen permitting one or more employees, volunteers, contractors, agents, or representatives of _____ (“LICENSEE”), to enter onto property of the County of Bergen, more particularly: _____ (the “Site”), for the purpose of: _____ (the “Activities”), LICENSEE agrees to defend, indemnify, and hold harmless the County of Bergen, and any of its employees, officials, agents, volunteers or representatives against any and all claims for bodily injury, personal injury, property damage, or legal defense costs arising out of the actual or alleged negligence of LICENSEE, or any of its employees, volunteers, contractors, agents, or representatives. Furthermore, LICENSEE has been advised that its employees, volunteers, contractors, agents, or representatives are being granted access to the Site AT THEIR OWN RISK. By signing below, the undersigned authorized representative of LICENSEE acknowledges and agrees to voluntarily assume all risks of personal injury or death to its employees, volunteers, contractors, agents, or representatives or damage to its or their personal property, and agrees to defend, indemnify, and hold harmless the County of Bergen, and any of its employees, officials, agents, volunteers or representatives, from any and all claims for personal injury, death or property damage arising out of, or resulting from access to or presence on the Site by property, employees, volunteers, contractors, agents, or representatives of LICENSEE, whether or not negligence on the part of the County of Bergen, or any of its employees, officials, agents, volunteers or representatives contributed in any way thereto.

LICENSEE certifies that it maintains the following minimum insurance coverages, and that the County of Bergen and its officers, employees, and agents will be named as Additional Insured on the General Liability and Auto Liability coverages:

Commercial General Liability Insurance: Limits of \$1 Million per Occurrence, \$2 Million Aggregate, and \$5,000/person medical expenses.

Owned, Leased, and Hired/Non-Owned Commercial Automobile Liability Insurance: Limit of \$1 Million CSL.

Worker’s Compensation Insurance: Part A - Statutory Limits; Part B
\$500,000/\$500,000/\$500,000

(Signature of LICENSEE’s Authorized Representative)

Date

(Print Name and Title)



RELEASE/WAIVER AND HOLD HARMLESS AGREEMENT

I _____ an employee, volunteer, contractor, agent, or representative of _____ (“LICENSEE”), am requesting permission enter onto property of the County of Bergen, more particularly: _____ (the “Site”), on behalf of LICENSEE.

I acknowledge that I have requested permission to enter the facility AT MY OWN RISK, and I voluntarily assume all risks of personal injury, death, or property damage, and accept FULL RESPONSIBILITY for any and all damage, injury or death that may occur from my access to or presence on the Site.

I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, FULLY RELEASE the County of Bergen, and any of its employees, officials, agents, volunteers or representatives, FROM ANY AND ALL LIABILITY whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorneys’ fees, which arise out of, result from, occur during or are connected in any manner with my access to or presence on the Site, whether or not negligence on the part of the County of Bergen, or any of its employees, officials, agents, volunteers or representatives contributed thereto.

I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the County of Bergen, and any of its employees, officials, agents, volunteers or representatives (in their official and individual capacities) from any and all liability, loss, damage, or expense, including attorneys’ fees, which arise out of, occur during, or are in any way connected with my access to or presence on the Site, whether or not negligence on the part of the County of Bergen, or any of its employees, officials, agents, volunteers or representatives contributed thereto.

I agree to adhere to comply with all safety and security requirements of the County of Bergen and its representatives both before and during my access to the Site.

I HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE/WAIVER AND HOLD HARMLESS AGREEMENT SET FORTH ABOVE. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY, AND I FURTHER AGREE THAT THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT IS BINDING UPON MY HEIRS, SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES.

X _____

Print Name

Date