

**CITY OF LIVINGSTON, MONTANA  
FILMING CONDITIONS**

1. **Compliance with Law.** Permittee shall obey all City Ordinances, rules and guidance of City supervisory employees pertaining to the use of City property, including the location and storage of vehicles and equipment, crowd control, and the restoration of property to their original condition after use for filming purposes.

2. **Location Approval and Time Schedules.** Permittee shall confine its activities to the locations and time schedules approved by the Director of Public Services and shall make arrangement through that office for traffic control satisfactory to the Police Department prior to filming on City streets/alleys and in other public areas.

3. **Commercial Reference to City.** Reference to the City of Livingston and/or use of official City Logo is prohibited on film unless written approval is granted by the City of Livingston after review of the script.

4. **Indemnity.** Permittee does hereby covenant and agree to indemnify and hold harmless the City, its officers and employees, from any and all loss, costs, damages and expenses of any kind, including attorney fees, on account of personal injury or property damage resulting from any activity of Permittee on City property or in connection with Permittee's use of City property.

5. **Liability Insurance.** In no way limiting the indemnity agreement above, Permittee shall furnish to the City a Certificate of Insurance providing liability, casualty and property coverage acceptable to City's Legal Department showing combined single limit coverage acceptable for death or bodily injury, property damage or loss, marine and fire protection, or the equivalent of such coverage, not less than \$2,000,000.00. The City, including its officers, employees and agents shall be named as additional insureds. Contractual liability coverage insuring the obligations of this Agreement is also required. The insurance may not be canceled or modified without 10 days written notice to the City's Finance Officer.

6. **Security for costs.** Permittee shall reimburse City for any and all costs incurred in the use of City property, equipment and assignment of municipal employees to duty in connection with filming activities. Typical costs may include personnel services rendered by the Police, Fire/Ambulance, and Public Works Departments, rental fees for property and/or equipment and street closing permits. A schedule of expected costs shall be prepared by the Director of Public Services after identification of the municipal sites to be used for filming. Permittee shall post a cash bond as a refundable deposit against such estimated costs. In most cases, such costs are estimated prior to the shoot and are due and payable as a condition before filming, occupancy of property and use of equipment or services. Failure to reimburse the City within 30 days of the receipt of the invoice for additional expenses may result in the denial of future filming rights.

7. **Relationship to Parties.** Neither Permittee, nor its agents, employees, servants

or helpers shall be or deemed to be, the employee, agent or servant of the City. None of the benefits provided by the City to its employees, including, but not limited to, medical insurance, workman's compensation insurance, and unemployment insurance are available to Permittee or its employees, agents, servants or helpers.

**8. Special Events.** Permittee shall not conduct any event on City property intended to attract or entertain the public or charge fees to spectators without the specific written approval of the City.

**9. Limitations.** Additional permits and fees may be required for use of facilities of the City and entry upon areas subject to special security requirements, such as the City's swimming pool and Civic Center. Use of such facilities and areas may be further conditioned upon provision of additional insurance coverage, written assurance of compliance with security requirements and other requirements.

**10. Appointment of Agent.** Permittee shall designate a local agent to sign this License who shall have authority to represent Permittee in all matters relating to the exercise of the privileges herein granted and who shall be responsible for ensuring compliance with these conditions.

**11. Use of City Property.** Fees shall be charged for use of City property. If Permittee finds it necessary or desirable to use City property, i.e. buildings, streets/alleys, sidewalks, parks or other public places or property owned or occupied by the City, City employees will be used for the purpose of directing traffic, establishing detours, placing barricades and any other work related to the use, care, maintenance or preservation of the city property and protection of the public, unless prior arrangements in writing are made and then only with the prior written approval of the City Manager. Arrangements for use of city property must be approved by the City Manager in writing in advance of actual use and then only upon prepayment of any fees. No alterations or changes to City owned property will be allowed without prior written permission from the City Manager or his designee.

**12. Use of City Equipment.** If Permittee finds it necessary or desirable to use city equipment, only city employees will be allowed to operate said equipment, unless prior arrangements in writing are made and then only with the prior written approval of the City Manager and then only upon prepayment of any fees.

**13. Use of City Employees.** Any city employees used by the Permittee as required herein will be working as city employees and will be paid by the City of Livingston at their overtime rate. The Permittee will reimburse the City on a daily basis, for wages due the employees, calculated at their hourly overtime rate, including public retirement, insurance, unemployment, workman's compensation and all withholdings required by the federal and state governments. In addition, because of the additional bookkeeping that will be required to keep track of the overtime, the Permittee shall also be responsible for reimbursing the City for additional administrative time necessitated thereby.

**14. Impact Notice.** A notice of intent to film must be delivered to all affected residents and businesses within a 200-foot radius of every filming site not less than 72 hours prior to the arrival of the production company equipment. At the discretion of the City, the notice requirement can be reduced to 24 hours for small, one day shoots (e.g. commercial advertising). The notice must contain the name of the Production Company and the production manager's and/or location manager's phone number. Proof of the noticing must be submitted to the City Manager prior to receiving approval to shoot. For multiple unit dwellings or office buildings, proof of notification to the apartment/condominium or building manager shall be deemed sufficient.

**15. Access and Parking.** Pedestrian and vehicular access to homes and businesses may not be blocked without the prior written consent of the parties being impacted. Proof of the consent must be submitted to the City Manager prior to receiving approval to shoot. In addition, a parking plan must be submitted to the City with information on where and how many vehicles and what type will be required to park, including optional shuttle plans as needed. Excessively large or numerous vehicles must be approved prior to the permit application being approved.

**16. Special Permission.** Special permission, which the City reserves the right to withhold, is required for:

- A. Evening shooting (outside of 8 am to 9 pm, Monday-Saturday, 9 am to 8 pm Sunday). Filming in residential locations can be extended with signatures of approval from residents within a 200 foot radius of all affected film sites as follows: 51% of said residents to extent by one hour; 90% of said residents to extent to 6 am and/or midnight; 100% of said residents to extend before 6 am or after midnight.
- B. Excessive noise due to volume, duration, or kind (e.g. explosions, gunfire), including that from generators.
- C. Pyrotechnics, flames, explosions, crashes, and other similar "on location" special effects.
- D. Filming on any City owned property.

**17. Right to Revoke.** The City reserves the right to revoke filming privileges if circumstances arise during the course of shooting which are, in the City's opinion, deleterious to the rights of its residents or businesses or is in any way too dangerous.

**18. Violations.** The Police Department will suspend any filming operation not authorized by permit or when permit conditions are violated. Filming will also be suspended if any laws or ordinances are violated.

**19. Premium Fee.** Permittee agrees to pay a premium fee for failure to comply with the location and time schedule approved by the City. Failure to comply with the location and time schedule includes using an unscheduled location or exceeding the time schedule by more than one-half hour. Calculation of the premium fee shall take into consideration documented financial losses to businesses impacted thereby, as well as actual costs incurred by City. The premium fee shall be assessed for each and every noncompliance with the location and time schedule. Failure to pay the premium fee may result in cessation of filming.