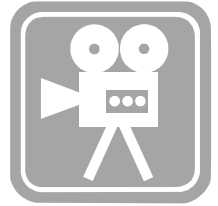




City of Elmhurst

Film Production Permit Application

Please Note there is a Minimum Processing Period of:
30 Days for Class "A" Permits and 3 Days for Class "B" Permits



Processing Fee: \$ 200

Please Note Additional Fees May Apply

Class "A" Permit: Class "B" Permit:

Company Name: _____

Applicant Name: _____
Title

Permanent Address: _____
City State Zip

Local Address: _____
City State Zip

Local Phone Number: (____) _____ Fax: (____) _____

E-mail Address: _____ Federal ID Number: _____

Note: If applicant is an entity, please describe the entity and provide proof of its current, lawful existence.

Location Manager: _____
Title

Permanent Address: _____
City State Zip

Local Address: _____
City State Zip

Local Phone Number: (____) _____ Permanent Phone Number: (____) _____

E-mail Address: _____

Location Address(es): _____

Filming Date(s) and Time(s): _____

Interior: Yes No Exterior: Yes No

Please attach the information requested below:

- 1) A description of the type of film production and the type of film production equipment to be used
- 2) A written summary/explanation of the portion of the production to be shot in Elmhurst
- 3) A complete description of each scene involving the filming, recording or depicting of City property (such as City buildings or vehicles, including but not limited to a description of what City property, if any will be involved)
- 4) A description of stunts, vehicular stunts, and special effects to be utilized, especially incendiary or explosive devises, along with the name and qualifications of the person in charge of such special effects, and proof of licensing by applicable federal and state agencies
- 5) A description of the number of personnel and the number and types of vehicles and equipment to be on location for film production
- 6) A description of the method and procedures to be used for food service and health and sanitation on the film production location
- 7) A description of the method and procedures for the removal of garbage and other waste from the film production location
- 8) A description of all City resources, if any, the applicant requests to use

Intermittent Street Closure Requested: Yes No

If yes, please specify area(s) and time(s) of closure: _____

"No Parking" Signs required: Yes No

If yes, please specify area(s) and time(s) of posting: _____

Crew Call time: _____

Police Call Time (if applicable): _____

Commercial Productions fill in the following:

Executive Producer: _____

Director: _____

Producer: _____

By signing below, the Applicant, its successors, assigns, and affiliates, agrees to comply with each of the following:

- To pay the City for all City film production activity charges as required by Section 31.307 of the Elmhurst Municipal Code.
- To pay in full, promptly upon receipt of an invoice, the cost of repair for any and all damage to public property of any kind, resulting from or in connection with, the film production, and to restore such property to the condition it was in immediately prior to the film production as required by Section 31.304(e)(15) of the Elmhurst Municipal Code.
- To pay for or reimburse the City for all costs of a consultant which may be hired by the City to evaluate the impact of film production activities on residents, businesses, City, resources, and City operations as required by Section 31.304(e)(16) of the Elmhurst Municipal Code.

Furthermore, by signing below, the Applicant, its successors, assigns, and affiliates, affirms and agrees as following:

- That he or she is authorized to sign this Film Production Permit Application.
- That all matters related to the Applicant's film production shall be governed by the laws of the State of Illinois, that venue shall lie within the 18th Judicial Circuit, DuPage County, Illinois, and that the Applicant affirmatively consents to jurisdiction in DuPage County, Illinois.
- That the Applicant has received and read a copy of Article XXII, Chapter 31 of the Elmhurst Municipal Code, and understands and agrees to comply with its terms and conditions.

Please note that the following must accompany, and are considered a fundamental part of the Film Production Permit Application:

- 1) Notification of Neighbors (see Section 31.304(t)(1) for details);
- 2) Certificate of Insurance (see Section 31.304(t)(2) for details);
- 3) Worker's Compensation and Employer's Liability Proof;
- 4) Assumption of Liability Agreement; and
- 5) Indemnification and Hold Harmless Agreement.

Name (Please Print/Type) Title

Signature of Applicant Date

Subscribed to sworn to before me this
_____ day of _____, 20__.

affix notary seal

Notary

Indemnification & Hold Harmless Agreement

The undersigned hereby certifies that he/she has reviewed and agrees to abide by the requirements for film production as set forth in Chapter 31 of the Municipal Code of the City of Elmhurst. The undersigned, in consideration of the City granting permission to film and conduct filming activities on, around and from City property, further agrees to indemnify and hold harmless the City of Elmhurst, its agents, officials and employees, from and against any and all liability, claims, damages, losses, suits, demands, proceedings and actions, including reasonable attorneys’ fees, costs and expenses of defense, which may arise from, grow out of, result from or be related directly or indirectly to any loss, damage, injury, death or damage to property resulting from the film production activities of the applicant or any agent of the applicant authorized by this permit, or from any negligent or intentional acts, errors or omissions by the applicant or any agent of the applicant, or from any breach of the applicants obligations or any material default by the applicant under the conditions of the permit issued pursuant to Article XXII. The undersigned further certifies that any indemnity shall not be limited by any insurance policy or the enumeration of insurance coverage required by Article XXII, or other applicable law. The undersigned agrees that nothing herein contained shall be construed as prohibiting the City, its officers, employees or agents from defending, through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings or actions brought against them and the City’s participation in its defense shall not remove the applicant’s duty to indemnify, defend and hold the City harmless. The undersigned further agrees that the indemnification of the City shall survive the termination or expiration of the agreement or any permit issued pursuant to Chapter 31 of the Municipal Code.

Further, the undersigned agrees to indemnify and hold harmless the City of Elmhurst, its officials, officers and employees, from and against any and all claims, causes of action, suits, damages, cost, losses and expenses (including, but not limited to, attorney’s fees) which arise out of or may be related to the failure of the undersigned to comply with the Americans with Disabilities Act (the “Act”), and all applicable health and safety laws and regulations.

Name (Please Print/Type) Title

Signature of Applicant Date

Subscribed to sworn to before me this
_____ day of _____, 20____.

affix notary seal

Notary

Assumption of Liability Agreement

The undersigned, in consideration of the City granting a Film Production Permit, agrees to assume all liability for all injury to or death of any person or persons, including employees, sub-permittees, suppliers, or any other person, and assumes liability for all damage to property sustained by any person occurring during the applicant's film production, and caused by the negligence or willful misconduct of the applicant or any of its employees or agents in the conduct of film production.

Name (Please Print/Type)

Title

Signature of Applicant

Date

Subscribed to sworn to before me this

_____ day of _____, 20__.

affix notary seal

Notary