



Permit No: FP	_____
Effective Date:	_____
Expiration Date:	_____
Fee Amount:	_____
Fee Paid (Date):	_____

**CITY OF RANCHO SANTA MARGARITA
APPLICATION FOR FILM ACTIVITY PERMIT**

(RSM Municipal Code, Chapter 6.12)

Applicant Name: _____ _____	Address: _____ _____
Person In Charge (Available 24 hrs): Name: _____ Phone (office) _____ (cell) _____ Fax: _____ Email: _____	Owner of Property Where Film Activity is Proposed (Public and/or Private): Name: _____ Address: _____ Phone: _____

Character or Nature of Film Activity:

Use of Animals, Pyrotechnics, Firearms or Aircraft:

Number and Type of Personnel Involved:

Specific Location(s) of Film Activity:

Dates and Time of Film Activity (including set up and clean up):

Parking Plan for Vehicles Used in Film Activity:

Proposed Traffic Control Plan:

Address of Property Impacted by Film Activity:

Statement of Potential Impacts to City Right-Of-Way, Private Property and Public Realm: (e.g. Traffic, Public Safety, Noise), and Applicant Proposal To Mitigate Impacts:

Liability Insurance

Before a permit is issued, Applicant is required to provide the City with a certificate of insurance in an amount of not less than \$1,000,000 (\$5,000,000 if use of gunfire, aircraft or pyrotechnics is proposed) naming the City, its employees, officers and agents as additional insured against claims of third persons for personal injuries, wrongful deaths and property damage.

Worker’s Compensation Insurance

Before a permit is issued, Applicant is required to provide the City evidence of compliance with all applicable federal and state requirements for Worker’s Compensation Insurance for all persons operating under this Permit.

Hold Harmless Agreement

Before a permit is issued, Applicant is required to execute a hold harmless agreement in the form provided by the City.

Findings:

Before a permit is issued, Development Services Director, or designee, must make the following findings:

- (a) The proposed film activity will be located and conducted in a manner consistent with the provisions of Chapter 6.12 of the City Municipal Code;
- (b) Issuance of the permit will not be detrimental to property or improvements in the surrounding area or to the public health, safety or general welfare; and
- (c) There are no outstanding and uncorrected Code violations for any property for which the permit is issued.

APPLICANT’S ACCEPTANCE:

Applicant Name

Applicant Signature Required / /
Date

CITY APPROVAL:

Development Services / /
Date

Public Works/Engineering / /
Date



CITY OF RANCHO SANTA MARGARITA

Release and Waiver of Liability and Indemnity Agreement

Name of Permittee: _____

Date(s) of Event: _____

RELEASE. Permittee hereby releases, waives and holds harmless the City of Rancho Santa Margarita (“City”) and its Council members, officers, employees, agents, instructors, activity organizers and sponsors (collectively “City Representatives”) from any and all suits, claims, expenses, disputes, damages, remedies, losses, injuries, (including property damage, bodily injury or death), and any other compensable loss of any type (collectively “Claims”) to Permittee and “Permittee’s Agents” (which includes Permittee’s spouse, minor children, members of Permittee’s organization, agents and employees) arising out of or occurring during the event for which Permittee is requesting a Special Event Permit (the “Event”) or during the use of City property or facilities in connection with the Event, whether or not the negligence of the City or City Representatives contribute to or cause the Claims.

INDEMNIFICATION. Permittee further agrees to defend, indemnify and hold harmless City and the City Representatives from and against any and all Claims which may hereafter accrue, arising directly or indirectly from, or in any way related to: (1) the Event, or (2) service of alcohol during the Event, or (3) the use of City property or facilities in connection with the Event, or (4) any act or omission of Permittee or Permittee’s Agents, whether or not the negligence of the City or City Representatives contribute to or cause the Claims.

This release and agreement to indemnify do not apply to the extent the Claims are caused by the gross negligence or willful or wanton misconduct of the City or City Representatives. Permittee agrees that this Release and Waiver of Liability and Indemnity Agreement applies in addition to any insurance required.

Permittee agrees to procure and maintain, at its sole cost and expense, and submit concurrently with its execution of this Agreement:

1. Comprehensive General Liability covering bodily injury and personal injury with limits of at least one million dollars (\$1,000,000.00) per occurrence, two million dollars (\$2,000,000.00) in the general aggregate. The general liability policy shall name the City of Rancho Santa Margarita as an additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language;
2. Other additional types and increased amounts of insurance as determined by City as necessary to protect the City and the public from risks associated with the Event.

Permittee consents on behalf of Permittee and Permittee’s Agents for video and photographs to be taken of Permittee and Permittee’s Agents for use in future City publicity and understand that there will be no compensation for such use.

Permittee (name of entity or person)

Name and title of authorized representative
(if Permittee is an entity)

Signature of Permittee/authorized representative

Date signed