

# Egg Harbor Township

Office of the Township Clerk – 3515 Bargaintown Road – Egg Harbor Township NJ 08234 – 609-926-4085

## FILMING APPLICATION

**PLEASE READ CAREFULLY:** No person or organization shall film or permit filming on public or private land within the Township without first having obtained a permit from the office of the Municipal Clerk, which permit shall set forth the approved location of such filming and the approved duration of such filming by specific reference to day or dates. No permit shall authorize filming for more than seven (7) consecutive days in any one location and in no event shall filming at one (1) location within the Township exceed a total of twenty-eight (28) days in any one calendar year, regardless of the number of permits utilized in reaching this twenty-eight (28) day maximum. Either or both of the seven (7) consecutive day and the twenty-eight (28) day limitations may be extended only if the filming requested constitutes a major motion picture. Said permit must be readily available for inspection by Township officials at all times at the site of the filming.

As per Chapter 108 of the Township Code entitled “Filming”, the following items must be completed, returned and approved prior to obtaining a film permit:

- APPLICATION:** All permits shall be applied for and obtained from the office of the Municipal Clerk during normal business hours. A completed application packet shall be submitted, with the application fee, at least fifteen (15) calendar days prior to the first date of filming. Application packet includes; **INDEMNIFICATION AND SAVE HARMLESS AGREEMENT:** An agreement, in writing, whereby the applicant agrees to indemnify and save harmless the Township from any and all liability, expense, claim or damages resulting from the use of public lands; **SCALED DRAWING:** Area noting square footage of space being utilized, all temporary structures, vehicle parking, pedestrian walkways, etc
- PROOF OF INSURANCE COVERAGE:** For bodily injury to any one person in the amount of \$1,000,000 and any occurrence in the aggregate amount of \$3,000,000; and for property damage for each occurrence in the aggregate amount of \$500,000; and a certificate of insurance shall be delivered to the Municipal Clerk which shall name the Township as an additional insured on the policy.
- SECURITY DEPOSIT:** The posting of a security deposit, the amount of **\$1,000 by cash or certified check** or a **performance bond of \$1,500** running in favor of the Township and protecting and insuring that the location utilized will be left after filming, in a satisfactory condition, free of debris, rubbish and equipment, and that due observance of all Township ordinances, laws and regulations will be followed. Within twenty-one (21) days of the completion of the filming, the Township will return the bond if there has been no damage to public property or public expense caused by the filming.
- POLICE COVERAGE AGREEMENT, IF APPLICABLE:** An agreement with the Township Police Department for paid police coverage during the time indicated on the permit. For additional information on this requirement, contact the Egg Harbor Township Police Department, Services Division at 609-926-4119.
- NOTICE OF FILMING:** Where the applicant's production activity, by reason of location or otherwise, will directly involve and/or affect any businesses, merchants or residents, these parties shall be given written notice of the filming at least five (5) days prior to the requested shooting date and be informed that objections may be filed with the Municipal Clerk, said objections to form a part of applicant's application and be considered in the review of the same. Proof of service of notification to adjacent owners shall be submitted to the Municipal Clerk within two (2) days of the requested shooting date.
- FEES:**
  - **Basic filming permit:** \$150. **Expedited** (processing within 24 hours) basis shall be \$500.
  - **Daily filming fee payable in addition to the basic filming permit:** \$500 per day.
  - **Daily filming fee payable for major motion picture:** \$1,500 per day.
  - **Filming permit for nonprofit applicants filming for educational purposes (no daily rate required):** \$25.
  - **Waiver of fees for student.** The fees set forth herein shall be waived when filming is done by a student in grade school, middle school, high school, college or university upon receipt by the Municipal Clerk of a written certification from a teacher or administrator at the school attended by the student stating that the filming is for educational purposes only and is not intended for commercial use.

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## FILMING APPLICATION

<b>Production Co. or Individual</b>	<b>Name of Co. or Individual</b>	_____
	<b>Address</b>	_____
	<b>Person in Charge of Filming</b>	_____
	<b>Address</b>	_____
	<b>Telephone #</b>	_____ Cell _____ Business _____
	<b>Email Address</b>	_____

<b>Property Owner and Location</b>	<b>Name of Property Owner</b>	_____
	<b>Telephone # of Owner</b>	_____ Cell _____ Business _____
	<b>Location of Filming</b>	_____ _____ _____

<b>Date and Time</b>	<b>Date(s) of Filming</b>	_____
	<b>Hours of Filming</b>	_____ _____

<b>Details of Filming</b>	<b>Describe in detail the activities to be conducted at the filming:</b>	_____
	_____	
	_____	
	_____	
	_____	
	_____	
	_____	
	_____	
	_____	
	_____	

<b>Type of Film</b>	<input type="checkbox"/> <b>Feature</b>	<input type="checkbox"/> <b>Commercial</b>	<input type="checkbox"/> <b>Still Shoot</b>	<input type="checkbox"/> <b>Non-Profit</b>
	Motion pictures, short films, telefilms, mini-series, television program/series, or documentaries	Commercials, music videos, industrial, or educational films, or web programs	Commercial still photographs and all activity attendant to staging or shooting	Films produced by a 501c(3) organization or filming conducted by a student to fulfill a course requirement

**Filming will take place:**  Indoors  Outdoors  Both Indoors and Outdoors

**Name of Product/Project/Film:** \_\_\_\_\_



# Egg Harbor Township Notice of Filming Affidavit

State of \_\_\_\_\_

County of \_\_\_\_\_

I, \_\_\_\_\_, being duly sworn, depose and state the following:

- I reside (individual)/conduct business (representative) at \_\_\_\_\_; and
- I or on behalf of \_\_\_\_\_ made application to Egg Harbor Township, County of Atlantic, State of New Jersey, for a Filming Permit; and
- On (insert date) \_\_\_\_\_, I served  via personal service  via certified mail a Notice of Filming to those businesses, merchants or residents who may be directly impacted by the Filming of \_\_\_\_\_ as listed on page 3 of Egg Harbor Township Filming Application.

I, \_\_\_\_\_, declare under penalty of perjury that the foregoing is true and correct.

Date: \_\_\_\_\_

X

\_\_\_\_\_  
Signature

## Notary

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.


[SEAL]

X

\_\_\_\_\_  
Notary Public

<b>Will pedestrian or vehicular traffic be affected as a result of filming?</b>
<input type="checkbox"/> Yes – Must complete this page <input type="checkbox"/> No
<b>Will filming require the closing of a public street?</b>
<input type="checkbox"/> Yes – Must complete this page <input type="checkbox"/> No – Proceed to next page
Street Closure Date (s):
Street Closure Times:
Street Name:
Closing Between:
The Township reserves the right to require one (1) or more on-site patrolmen in situations where the proposed production may impede the proper flow of traffic, the cost of said patrolman to be borne by the applicant as a cost of production. An agreement with the Township Police Department for paid police coverage during the time indicated on the permit.
<b>Contact Egg Harbor Township, Services Division, at 609-926-4119 for scheduling and agreement.</b>

**If yes is checked in either of the above boxes, I understand that it is necessary to execute an agreement with the Egg Harbor Township Police Department for paid police coverage during the time indicated on the permit.**

Signature of Representative  \_\_\_\_\_

Printed Name \_\_\_\_\_ Dated \_\_\_\_\_

**Notary**

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.


[SEAL]

**X** \_\_\_\_\_

Notary Public

<b>Are existing electrical power lines to be utilized by the production?</b>	
<input type="checkbox"/> Yes – Must complete this page	<input type="checkbox"/> No – Proceed to next page
<b>Does your production company have a licensed electrician on staff?</b>	
<input type="checkbox"/> Yes, insert electrician information below	
Name: _____	
Phone #: (Cell) _____	(Other) _____
<input type="checkbox"/> No, must sign and have statement notarized below	
<b>Where existing electrical power lines are to be utilized by the production, an on-site licensed electrician may be similarly required if the production company does not have a licensed electrician on staff.</b>	

**I understand that an on-site licensed electrician may be required by the Township’s Construction Official.**

Signature of Representative/Individual  \_\_\_\_\_

Printed Name \_\_\_\_\_ Dated \_\_\_\_\_

**Notary**

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

 \_\_\_\_\_

Notary Public

# INDEMNIFICATION & SAVE HARMLESS AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by

\_\_\_\_\_  
Name of Production Company or Organization (hereinafter "Production Company/Individual")

\_\_\_\_\_  
Business Address (City/State/Zip)

**WHEREAS** Organization/Individual has applied for an application for Film Permit as follows:

Date and Time of Filming \_\_\_\_\_  
Location of Filming \_\_\_\_\_  
Purpose of Filming \_\_\_\_\_

**WHEREAS** a condition of said application for Film Permit requires that Production Company/Individual provide the Township of Egg Harbor with an Indemnification Agreement by which Production Company/Individual is to defend, indemnify, and save harmless the Township of Egg Harbor for any claims, costs or liability which may arise as a result of the scheduled film or to be made by the Production Company/Individual as well as operation of any Township vehicle, for whatever purpose, including, but not limited to motor vehicle code enforcement by the police department, plus other such necessary services including employees, officers or agents during said film;

**NOW, THEREFORE**, in consideration of the covenants of the terms contained herein, Production Company/Individual does hereby agree as follows:

1. The Production Company/Individual contemplates the above-referenced event; and
2. The Production Company/Individual as pertaining to Township use and operations during the event herein set forth expressly agrees to defend, indemnify and save harmless the Township of Egg Harbor from and against any and all claims, losses, damage, injury, demands, causes of action and/or lawsuits and liability however caused, resulting and arising out of or in any way connected or related to scheduled event. The Production Company/Individual further agrees to include the Township as a named insured on its liability insurance coverage for the purposes set forth herein, and to provide a Certificate of Insurance or Certified Copy of the insurance declaration sheet within ten (10) days of securing same; and
3. In the event of ensuing litigation wherein the Township of Egg Harbor is a named party, including any of the Township's agencies, boards, agents, servants, professionals and employees, or otherwise, Production Company/Individual shall further cause to defend, indemnify and save harmless the Township of Egg Harbor including any of the Township's agencies, boards, agents, servants, professionals and employees, or otherwise, from any and all costs of litigation, including attorney's fees or other related costs incident to such litigation; and
4. This Agreement shall inure to and be binding upon the heirs, the devisees, legatees, executors, administrators, Successors and assigns of the parties hereto; and
5. The preambles of this Agreement are incorporated herein as though set forth herein at length.

Signature of Representative/Individual ☞ \_\_\_\_\_

Printed Name \_\_\_\_\_ Dated \_\_\_\_\_

## Notary

Sworn and subscribed to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

X

\_\_\_\_\_  
Notary Public


**SCALED DRAWING:** Area noting square footage of space being utilized, all temporary structures, vehicle parking, pedestrian walkways, existing electrical power lines, etc.

⇩ Use the space at the bottom for key information





**As the filming representative/applicant, I have carefully reviewed all the provisions of Filming in Egg Harbor Township and will comply with all of the terms and conditions of Chapter 108 of the Code of the Township of Egg Harbor.**

Signature of Representative/Individual  \_\_\_\_\_

Printed Name \_\_\_\_\_ Dated \_\_\_\_\_

Name of Film/Product/Project \_\_\_\_\_

**Notary**

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

[SEAL]

**X**

\_\_\_\_\_  
Notary Public

**For Township Official Use Only**

Application is

- Approved**
- Approved with Conditions:** \_\_\_\_\_
- Denied**

Reason for Denial:

- Filming Application is incomplete: \_\_\_\_\_
- Filming at the location and/or time set forth in the application violates a law or ordinance: \_\_\_\_\_
- Filming at the location and/or time set forth in the application would unreasonably interfere with the use and enjoyment of adjoining properties
- Filming at the location and/or time set forth in the application would unreasonably impede the free flow of vehicular or pedestrian traffic
- Filming at the location and/or time set forth in the application would endanger the public's health, safety or welfare

Additional Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of Official  \_\_\_\_\_ Title \_\_\_\_\_

Department of (check one):

- Administration  Ambulance  Construction  Fire Dept.  Fire Insp.  Police  Recreation

**SAMPLE PERFORMANCE BOND**

**REMOVE from Application packet prior to submitting to Clerk**

**Performance Bond**

We, \_\_\_\_\_, having offices at \_\_\_\_\_, as Principal, and \_\_\_\_\_, having offices at \_\_\_\_\_, a Corporation duly licensed to transact a surety business in the State of New Jersey, as surety, are indebted to the Municipality of Egg Harbor Township, in the County of Atlantic, obligee, in the sum of One Thousand Five Hundred and No Cents (\$1,500.00) for which payment we bind ourselves and our respective heirs, legal representatives, successors, and assigns, jointly and severally.

On \_\_\_\_\_ Principal will be filming at \_\_\_\_\_, Egg Harbor Township, Atlantic County, NJ and the purpose of this bond is to protect and insure that the location utilized after filming will be left, in a satisfactory condition, free of debris, rubbish and equipment, and that due observance of all Township ordinances, laws and regulations will be followed.

This bond shall become effective upon issuance of Filming Permit by Egg Harbor Township for Filming of \_\_\_\_\_ on \_\_\_\_\_ and remain in effect until the Township releases the bond, providing acceptance that there has been no damage to public property or public expense caused by the filming.

This bond is issued subject to the following expressed conditions:

1. This bond shall not be subject to cancellation either by the principal or by the surety for any reason until the end of the period for which it is required to be maintained.
2. The aggregate liability of the surety under this bond shall not exceed the sum set forth above.
3. In the event that the location utilized after filming is not in a satisfactory condition, free of debris, rubbish and equipment, and that due observance of all Township ordinances, laws and regulations were not followed, the municipal governing body may, at its option, and upon at least 30 days prior written notice to the principal and to the surety by personal delivery or by certified or registered mail or courier, declare the principal to be in default and, in the event that the surety fails or refuses to perform the necessary corrective work, claim payment under this bond for the cost of any work required for the acceptance of location. In the event that any action is brought against the principal under this bond, written notice of such action shall be given to the surety by the municipality by personal delivery or by registered or certified mail or courier at the same time.
4. This bond shall inure to the benefit of the municipality only and no other party shall acquire any right hereunder.

Date: \_\_\_\_\_

Witness/Attest Signature \_\_\_\_\_

Principal Name and Signature \_\_\_\_\_

Witness/Attest Signature \_\_\_\_\_

Surety Name and Signature \_\_\_\_\_