City of Mount Pleasant

Video, Film, and Photography Permit Guidelines & Application

These guidelines are for individuals or companies interested in video/film production and/or photography on public property in the City of Mount Pleasant. This applies to individuals and companies promoting themselves, a product, or service, or the individual or company is producing a visual product for professional purposes. These guidelines are subject to change and may be enforced as stipulations of the permit. *Filling out this application does not guarantee your request will be granted.* This does not apply to news gatherings, use in criminal investigations by law enforcement agencies, or use in judicial proceedings.

Exception for Small-Scale Photography

This permit does not apply to small-scale photography, which is defined as photographers using few equipment items that are not intrusive of day-to-day activities, only photograph up to 15 people in one session, and do not need to block public streets or sidewalks.

Permit Guidelines

- 1. Applications must be filed at least 10 business days prior to shooting.
- 2. If you are requesting streets be blocked or pedestrian traffic is disrupted in any manner, a traffic and sidewalk plan must be incorporated into the map within your application. Street and sidewalk closures are subject to City Manager approval.
- 3. Applicants must provide a thorough description, plan, and map of their production, and their application must be complete. The City of Mount Pleasant will not accept incomplete applications.
- 4. At the discretion of the City Manager, applications can go through an expedited process with a rush fee. This fee applies to applicants who apply *5 days or less* before the scheduled start date. We do not guarantee approval of the rushed applications.
- 5. If permission is granted by the City of Mount Pleasant, a permit will be issued including time, date, and location of filming, and acceptable activities within the scope of the permit. If the application for a permit is denied, the City shall provide applicant with an explanation for denial.
- 6. Amendment fees may be applied to permit holders who make changes approved by the City of Mount Pleasant after their application has been accepted. Changes that are not accepted and carried through will have a greater fine.
- 7. Applicants must abide by the noise ordinance. In general, no person shall cause, suffer, allow, or permit any sound from any source between the hours of 10:00pm to 7:00am.

- 8. Any use of the City logo and recognizable City property must be described in the application and approved by the City Manager. The City reserves the right to photograph and/or record the applicant's project for the City's purposes.
- 9. The permittee must reimburse the City for any costs incurred in the use of City equipment or assignment of municipal employees in connection with the activities that are subject of the permit.
- 10. All applicants must disclose names of talent. If applicant chooses not to disclose this information, additional charges by City personnel, including Police, will be incurred by the applicant.
- 11. Applicants must provide a certificate of insurance to the Film Coordinator of the City showing combined single limit coverage for bodily injury and property damage and basic worker's compensation insurance. The certificate of insurance shall name the City of Mount Pleasant as additional insured.
- 12. The City requires the applicant to have a copy of the issued permit on site at all times.
- 13. The applicant must maintain emergency vehicle access.
- 14. After the project has ended, the permittee is responsible for restoring any area used to the same condition prior to its use by the permittee. Littering streets, alleys, or sidewalks is prohibited. Any person violating this section shall be liable to the City for the cost of removing such foreign matter from the streets.
- 15. The City Manager may impose reasonable general conditions, including, but not limited to, scheduling, upon the permittee may be required by the nature of the activity such as direct approval and/or supervision of the police department and/or fire officials, or any other technical advisors necessary to protect persons or property.
- 16. The City Manager may revoke a permit when there is cause to believe that the activity violates the terms of the permit, the application was based on false information, the permittee is not in compliance with the insurance provisions, and/or the activities or proposed activities of the permittee constitute a danger to persons or property, or public health, safety, or welfare.

The following submissions may be required. This list is not intended to be comprehensive and each item applies only where applicable. The Film Coordinator will provide all necessary forms upon review of your initial Film Permit Application Form.

- Application to Film on City Street or Other City Property
- Certificate of Insurance
- Indemnity and Hold Harmless Agreement
- Parking Plan
- Filming Schedule
- Fire or Building Permit

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FILM PERMIT FEE SCHEDULE MOUNT PLEASANT

(FOR OFFICIAL USE ONLY)

Contact:			Phone N	luml	ber:	
Event Date(s):			Event: _			
Film Permit Fees						
Application Fee			\$100.00			
Rush Application Fee			\$300.00			
Parking Lot Reservati	on		\$200.00			
Facility Use City Hall	L		\$200.00			
Approved Changes to	Application		\$100.00	per o	change	
Unapproved Changes	to Application		\$200.00	per o	change	
Miscellaneous Items I	Requested		□Yes	□N	No See itemized invoice	
Additional Cleaning S	Services		□Yes		No Billed at cost to the City	
City Utilities Used			□Yes		No Billed at Commercial Rates	
Facility Use Commun	nity Center		□Yes		No Billed at MPCC Rates	
Police Personnel	# Requested	X	\$37.50/hour		Total: \$	
Police Vehicles	# Requested	X	\$100.00/hour		Total: \$	
Fire Personnel	# Requested	X	\$37.50/hour		Total: \$	
Fire Apparatus	# Requested	X	\$250.00/hour		Total: \$	
Other Personnel	# Requested	X	Overtime Rate	vertime Rates Total: See itemized invoice		
An invoice for all fees and charges will be sent once the application has been approved. Changes made after this will have to be approved by the City Manager and will be billed on a separate invoice.						
	APPROVED				DENIED	
Kate Collier City Manager	X				Reason:	
☐ Fire Department	X					
☐ Police Department	X					

City of Mount PleasantVideo, Film, and Photography Application

Project Information

Production Title:		
Names of Talent:		
Film Date(s):	Start Time:	End Time:
Alternate Date:	Start Time:	End Time:
Set Up Date:	Start Time:	End Time:
Crew Size: Cast Size: _	Total Extras:	Total number of vehicles:
Project Type (only one request per	applicant)	
☐ Feature Film	☐ Corporate	□PSA
☐ Short Film	☐ Educational	☐ Social Media
☐ Music Video	☐ Documentary	☐ Other (please specify):
☐ Television Series	☐ Commercial	
☐ Television Movie	☐ Still Photography	
Company Information		
Applicant Name:		
Organization:		Today's Date:
Producer:		Phone:
Organization Address:		
City:	State:	Zip:
Email Address of Applicant:		
On-Site Director/Lead Photog	rapher	
Name:		Title:
Email Address:	Phone:	
Alternate Contacts (must be on s	ite during filming)	
Contact #1:		
Name:		Title:
Email Address:		
Contact #2:		
Name:		Title:
Email Address:		Phone:

Detailed description (outline) of the project. Describe the effects and set design. Please include any known or potential hazards to property or person. Use additional pages as necessary.				
Locations and A	Activities. Use additional pages as necessary.			
Location	Activities	Date	Start Time	End Time

Provide map of each location. Include streets, cross streets, and/or alleys to be used. Indicate all streets/sidewalks subject to closure or traffic/pedestrian control. Also indicate the location of generators, trucks, crew parking, catering location, and any other large equipment or vehicles.

Will there be any extraordina	ry scenes or specia	al effects?	☐ Yes ☐ No	
☐ Pyrotechnics/Explosions	☐ Use of Open Flame		☐ Use of Firearms	
☐ Use of Aircraft	☐ Simulated Crin	me	☐ Car Chase	
☐ Use of Animals	☐ Sirens/Loud N	oises	Other	
Identify any equipment/vehicl	es/props that may	be presen	t. Indicate number of each.	
Generator: Li	ght:	Crane:	Track:	
Camera Car: Ti	ruck:	Bus:	Trailer:	
Rig: V	an:	Tow Car:	Camper:	
Water Truck: De	olly:	Drone:	Crew Car:	
Extras' Car: Pr	oduction Car:			
Yes ☐ No	to be restricted or	pronibite	d during filming/photography?	
Special Services Requested. Refilm and video permit fee schedule.	eimbursement is require	ed for costs o	of City services provided. Please see our	
☐ Street Closure	☐Traffic Contro	1	Fire Services	
☐ Police Services	Utilities	ГП	Frash Cans	
Security Issues (specify):				
Dage Comp and Doubing Lace	tions.			
Base Camp and Parking Loca Base Camp Location:				
Parking Location:				
Will any sound amplification	equinment he used		es 🗆 No	
If yes, please indicate times and ty				
if yes, pieuse indicate times und ty	pes of sound unipinio	editori equip	ment used.	
Will food and/or beverages be If a food truck is to be on site, please see Ordina		□ No		
Catered by Restaurant?	□Yes	□No	Who?	
Catered by Vendor?	□Yes	□No	Who?	
Prepared on Site?	□Yes	□No		

Please read the following statements, initial after each statement, and sign below: 1. I agree to abide by all ordinances of the City of Mount Pleasant and all conditions place don the event by the City Administrator. 2. I do swear and affirm that all the information given in this application is true. 3. I understand that failure to comply with the terms of the City's permit as described may result in revocation of the permit and the inability to obtain future permits. 4. I do hereby agree to assume the defense of and indemnify and save harmless the City, its boards, commissions, officers, employees and agents, from all suits, actions, damages or claims to which the City may be subjected of any kind or nature whatsoever resulting from, caused by, arising out of or as a consequence of the activities permitted in connection therewith. 5. Prior to filming, a certificate of general liability insurance, or its equivalent, in the minimum amount of one million dollars (\$1,000,000) combined single limit of liability per occurrence for bodily injury, personal injury, and property damage must be provided prior to filming. Coverage must include all areas used b the event including all assembly areas and event locations. 6. If using an automobile, automobile liability insurance coverage is also required. ______ 7. The City reserves the right to require one or more City of Mount Pleasant police officers be present at any and all events that occur within the city limits. Applicant will also be responsible for any other City staff and/or services that may be required with the approval of this permit. 8. The City of Mount Pleasant logo may not be included in the film without written permission from the City Manager. _____ Signature of Applicant: Date: Print Name of Applicant: Submission of this form does not guarantee a permit will be issued. Permit applications cannot be processed until the \$100.00 application fee is paid by the applicant. Please make all checks out to:

City of Mount Pleasant – Recorder's Office

If form is being mailed, please address it to:

City of Mount Pleasant Attn: Recorders Office P.O. Box 426 Mount Pleasant, TN 38474 If form is being hand delivered to City Hall:

City of Mount Pleasant Attn: Recorders Office 100 Public Square Mount Pleasant, TN 38474

FILM LOCATION AGREEMENT BETWEEN THE CITY OF MOUNT PLEASANT AND

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This Agreement is made and entered into on this	day of	, 20	, by and between THE
CITY OF MOUNT PLEASANT, a governmental, muni	icipal and public corp	oration crea	ated and existing under and
by virtue of the Constitution and laws of the State of Te	ennessee (hereinafter	"THE CITY	/"), and
	, a [sole prop	rietorship/pa	artnership/corporation/other:
] with its principal place of b	ousiness at		
(hereinafter "FILM MAKER").			
WHEREAS, THE CITY wishes to encourage and accorthe City of Mount Pleasant;	mmodate the film ind	lustry and its	s activities within the area of
NOW, THEREFORE, in consideration of the mutual pr	_		•

- and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:
 - 1. The purpose of this Agreement is to permit FILM MAKER, its agents, officers and employees to utilize any site referenced on the film permit application attached hereto ("addendum"), which is owned by or leased to THE CITY, or which is a public right-of-way, (hereinafter referred to as "SITE"), for the production of a film, subject to all other permits required by the City of Mount Pleasant Municipal Code, and subject to all terms and conditions associated with those permits. THE CITY grants FILM MAKER the right to film, reproduce, and use (either accurately or with such liberties as deemed necessary) the SITE and to bring onto and remove from the SITE its officers, agents, and employees for its film making purposes, as described in the addendum. However, THE CITY does not represent that it owns or leases any or all of the sites referenced on the attached addendum. It is entirely and solely the FILM MAKER's responsibility to ascertain the ownership of any site it wishes to use, and to obtain the necessary permission. By this Agreement, THE CITY does not purport to give FILM MAKER permission relating to sites other than public right-of-way and other than sites which THE CITY does own or lease.
 - 2. This Agreement shall apply solely to the described SITE, and not to any other property or location. This agreement is made in connection with the film referenced on the addendum and includes the right to re-use the film in connection with other motion picture photoplays as FILM MAKER, its successors, assigns, and licensees shall elect, and in connection with the exhibition, advertising, and exploitation thereof, in any manner whatsoever and at any time in any part of the world.
 - 3. FILM MAKER shall have access to and use of the SITE during the time period referenced on the addendum. However, if because of illness of actors, directors or other essential artists and crews, or because of conditions or occurrence beyond the control of FILM MAKER, preventing FILM MAKER from starting or completing work during the period designated above, or in the event of damaged or imperfect film or equipment, FILM MAKER shall have the right to use the SITE at a later date to be mutually agreed upon by the parties, but THE CITY has no obligation to delay changes to or other use of the SITE pending such use.
 - 4. FILM MAKER shall provide crowd control, noise control, and security. Should THE CITY deem FILM MAKER's provisions for same to be inadequate, FILM MAKER shall provide crowd control, noise control, and security at the level required by THE CITY.
 - 5. Upon completion of the utilization of the SITE, FILM MAKER shall leave said SITE in substantially the same condition and as clean and orderly as when found by FILM MAKER.

- 6. FILM MAKER agrees to assume the risk for any and all defects and/or other conditions, whether these defects or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party. Towards that end FILM MAKER agrees that THE CITY assumes NO responsibility or liability for any defects or other conditions of the SITE, dangerous or otherwise, whether the conditions are known or unknown to either party, and/or discoverable by either party. Furthermore, THE CITY disclaims that the SITE is appropriate for FILM MAKER's intended purpose, artistic or otherwise.
- 7. THE CITY reserves the right to require that FILM MAKER stop all filming and other operations in and around the SITE in the event.
 - a. Of an emergency or unforeseen urgent event as determined in THE CITY's sole discretion, or
 - b. FILM MAKER fails to comply with the dates and times as specified in Paragraph 3.
 - c. FILM MAKER fails to comply with the information provided on the addendum.
- 8. Use of THE CITY personnel by FILM MAKER during normal business hours shall require prior written approval of the proper officials of THE CITY. If this occurs, FILM MAKER shall reimburse THE CITY for all personnel of THE CITY used by FILM MAKER for all the costs associated with the use of the employee including but not limited to each individual's regular hourly rate of pay or overtime rate of pay.
- 9. THE CITY does not hold copyrights to public artworks located on THE CITY property. The artist retains copyright in most cases. If the FILM MAKER wishes to include public artwork in the commercial production, the FILM MAKER must reach out to the Mount Pleasant Community Development Corporation (info@visitmountpleasanttn.com) for artist contact information.
- 10. (a) FILM MAKLER shall obtain comprehensive general liability insurance coverage with an insurance company authorized to do business in the State of Tennessee and acceptable to THE CITY. If FILM MAKER uses an automobile on the SITE, FILM MAKER agrees to obtain automobile liability insurance. Both policies of insurance shall have a limit of not less than One Million Dollars (\$1,000,000.00). THE CITY reserves the right to increase the minimum acceptable limits of liability insurance based on nature or type of filming activity and the potential hazards posted by the filming activity.
 - (b) FILM MAKER shall provide a certificate of insurance evidencing coverage that names THE CITY, its officers, employees, and agents, as their interests may appear, in a form acceptable to THE CITY before FILM MAKER can have access to the SITE.
 - (c) The limits of liability insurance required herein shall in no way limit the amount of damages for which FILM MAKER may be liable to THE CITY hereunder.
- 11. FILM MAKER shall indemnify and hold THE CITY and its officers, agents and employees harmless and free from any and all claims, including but not limited to personal injury, property damage, or violation of state or federal intellectual property rights, alleged to have arisen or resulted wholly or partially from the exercise of any of the rights or permissions granted herein to FILM MAKER. This indemnification and hold harmless includes, but is not limited to, the payment of all attorney fees, expenses, costs, judgements, and other expenses which may be incurred by THE CITY, its officers, agents, or employees as a result of any and all such claims. To the extent of any insurance coverage, FILM MAKER's duty to indemnify THE CITY shall be satisfied *pro tanto*.
- 12. FILM MAKER shall reimburse THE CITY for any and all damages to personal and real property owned or leased by THE CITY, which damage results wholly or partially from the exercise of any of the rights or permissions granted herein to FILM MAKER.

- 13. FILM MAKER shall comply with the provisions of Title VI of the Civil Rights Act of 1964 in connection with its utilization of the SITE. Admission, participation of spectators, and use of the facilities during production of the film shall be without regard to race, creed, color, gender, age, handicap, or national origin.
- 14. FILM MAKER agrees to comply with all laws of the State of Tennessee and all ordinances and regulations of THE CITY.
- 15. THE CITY assumes no responsibility for any personal property placed on, in, or around the SITE by FILM MAKER or FILM MAKER's officers, agents or employees.
- 16. Any Special Conditions are referenced on the addendum.
- 17. This Agreement sets forth the entire agreement of the Parties. Any modification of the Agreement shall be in writing, signed by the authorized officials of both Parties and attached hereto.
- 18. The validity, construction, and effect of this Agreement and any and all extensions and/or modifications shall be governed by the laws of the State of Tennessee, and any actions between the parties arising from this Agreement shall be maintained in the courts of Maury County, Tennessee.
- 19. Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
- 20. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other or subsequent violation.

IN WITNESS THEREOF, the Parties have caused this Agreement to be properly executed as of the date first above written.

THE CITY OF MOUNT PLEASANT, TN:	FILM MAKER:	
City of Mount Pleasant Film Coordinator	Company Name	
APPROVED AS TO INSURANCE:	Street Address	
	City, State, Zip Code	
City of Mount Pleasant City Manager's Office	Print Name	
APPROVED AS TO FORM AND LEGALITY:	Title	
	Signature	
City of Mount Pleasant Attorney	Data	

APPLICATION FOR FILMING ACTIVITY ON CITY OWNED PROPERTY

Film Permit Application and Insurance must be provided with this request.

Applicant Name:		Phone:	
		Cell:	
Address:	City:	State:	Zip:
Production Company:		Phone:	
Address:	City:	State:	Zip:
Date(s) & Time(s) of Activity:			
Film Date(s):	Start Time:	End Time:	
Alternate Date:	Start Time:	End Time:	
Set Up Date:	Start Time:	End Time:	
Crew Size: Cast Size:	Total Extras:	Total number of vel	hicles:
Location of Activity:			
Impact on Traffic or Parking: Impact on Other Properties: Description of Special Equipment, V			
Requested City Services: (ex: Police, Fit	re, Public Works, Parks and Recreatio	n, etc.)	
(complete this Name of City Park:	USE OF CITY PAR section if the use of City Park will be	required for this activity.)	
Signature:			☐ Disapproved
D (D')			11

TEMPORARY STREET CLOSURE (complete this section if closure of City Streets will be requested for this activity. Permission from the Police Department is required.)

Descri	be area of Street to be closed:				
Date a	nd Time of Street Closure (include setup and cleanup times):				
Signat	ure:	_ Approved	☐ Disapproved		
Reason	n for Disapproval:				
	USE OF CITY PARKING L (complete this section if the use of City parking lot will be				
Locati	on of Parking Lot:				
Signat	ure:	_ Approved	☐ Disapproved		
Reason	n for Disapproval:				
	USE OF CITY HALL (complete this section if the use of City Hall will be required for this activity.				
Signat	ure:	_ Approved	☐ Disapproved		
Reason	n for Disapproval:				
The Ap	pplicant Acknowledges the Following:				
1.	The Applicant agrees to obtain and maintain insurance coverage demonstrating coverage throughout the approved period of the without notice to the City, the Applicant agrees to personally in Pleasant harmless and defend it against all demands, claims, coverage that may be incurred in defending against the same, at the part of this applicant, its agents and/or employees.	e activity. Should the in indemnify and hold the auses of action, or judg	Surance be cancelled City of Mount gements and from all		
2.	The use of the City's name, seal, signage, equipment, or perso consent of the City of Mount Pleasant.	nnel is prohibited with	out the expressed		
3.	3. The Applicant agrees to reimburse the City of Mount Pleasant for the cost of any services provided by City as a result of the activity. The applicant understands that the City of Mount Pleasant shall determine and approve the need for such services. If the Applicant anticipates the need for City services in advance of the activity, the applicant shall notify the City and receive an estimated cost from the City prior to approval of the application.				
Signat	ure of Applicant:	Date:			
Print I	Name:	_			