



This packet includes the policy, procedures, application and terms of agreement as outlined by the Effingham County Board of Commissioners for production/filming on county owned properties within the unincorporated areas of Effingham County.

Effingham County Board of Commissioners

Filming Standard of Procedures & Application

Approved – February 5, 2019

EFFINGHAM COUNTY FILM PERMIT APPLICATION

Please complete and submit all forms a **minimum of five (5) business days** before any filming activity is to take place to the Office of the County Clerk for the Effingham County Board of Commissioners located at 601 North Laurel Street Springfield, Georgia 31329.

A complete submittal includes the following:

- Effingham County Film Permit Application
- Permit Application Fee
- Certificate of Insurance
- Notification Letter *(to be distributed no less than two (2) business days before filming)*
- Script pages for filming location(s)
- Map of Location for filming
- One (1) secure and verifiable identification of the applicant (driver's license, state issued ID, passport, etc.)

Insurance Certificate addressed as follows:

Effingham County Board of Commissioners
601 North Laurel Street Springfield, GA 31329

Questions? Contact the Office of the County Clerk at effinghamclerk@effinghamcounty.org or (912) 754-2123

You will be contacted by the Clerk of Commission for Effingham County or designee regarding your application status and to schedule a meeting with a Production Location Manager or Production Representative. This meeting shall be held no later than the second business day of submittal of the application.

Specific location permits may be requested via the corresponding county's permit applications. If approved, a film permit will be issued via the Administrative office as approved by the County Clerk.

All applicable fees shall be remitted and permit issued prior to any filming or staging events. All checks should be made payable to *Effingham County*.



PERMIT NUMBER:

EFFINGHAM COUNTY FILM PERMIT APPLICATION

601 NORTH LAUREL STREET SPRINGFIELD, GA 31329 912.754.2123 (p) 912.754.4157 (f)

FAILURE OF THE PRODUCTION COMPANY TO COMPLY WITH THE EFFINGHAM COUNTY BOARD OF COMMISSIONERS PROCEDURES AND CONDITIONS SET FORTH IN EACH PERMIT, OR THE USE OF ANY LOCATION NOT SPECIFIED IN THE PERMIT, SHALL GIVE EFFINGHAM COUNTY GROUNDS TO REVOKE THE PERMIT OR TAKE OTHER RESTRICTIVE ACTIONS AS NECESSARY. EFFINGHAM COUNTY RESERVES THE RIGHT TO DENY OR REVOKE PERMITS WHERE INSUFFICIENT TIME HAS BEEN ALLOWED FOR PROPER NOTIFICATION, OR WHEN THE NOTIFICATION PROCESS HAS BEEN IMPROPERLY APPLIED.

TYPE OF PRODUCTION: (feature, tv show, short film etc.)

GENERAL INFORMATION:

Date of Application: _____

Applicant Name _____

Applicant Position/Role _____

Applicant Email: _____ Applicant Phone Number _____

PRODUCTION INFORMATION:

Project Title _____

Genre _____

Project Summary _____

Website _____

Total Project Budget _____ Total Local Spend _____

Number of Prep Days _____ Number of Production Days _____ Number of Wrap up Days _____

Filming hours _____ Estimated Number of Crew _____

Brief Description of Location(s) _____

Will you need parking for working vehicles? [] yes [] no If yes provide a map of the requested parking.

Will you need a police presence? [] yes [] no

Will there be simulated violence and/or weapons? [] yes [] no

Will there be special effects or pyrotechnics? [] yes [] no If yes, please list the Stunt Coordinator's name and contact information _____

Will any special equipment be used? [] yes [] no If yes, give details of the type of equipment _____

COMPANY INFORMATION

Company Name _____

Company Phone Number _____

Company Address _____

Street Address _____

City _____ State / Province/Region _____

ZIP / Postal Code _____

Producer / UPM Name _____

Producer / UPM Phone Number _____

Producer / UPM Email _____

Location Manager Name _____

Location Manager Phone Number _____

Location Manager Email _____

Signature _____ **Title** _____

*****Office Use Only*****

| | | |
|--------------|---------------|---------------|
| _____ | _____ | _____ |
| County Clerk | Reviewed Date | Approved Date |

PAYMENT: [] CASH [] CHECK NO. _____



EFFINGHAM COUNTY

Policy, Procedures and Terms of Agreement



I. GENERAL

Failure of the production company to comply with the Effingham County Board of Commissioners procedures and conditions set forth in each permit, or the use of any location not specified in the permit, shall give Effingham County grounds to revoke the permit or take other restrictive actions as necessary.

Effingham County reserves the right to deny or revoke permits where insufficient time has been allowed for proper notification, or when the notification process has been improperly applied.

II. PROCEDURE

The Administrative office is responsible for issuing the film permit for the Effingham County Board of Commissioners upon approval by the Office of the County Clerk or delegated staff. A permit is required for any production activity which will have an impact on public property in the unincorporated area of Effingham County. Requests for all filming must apply for a permit. Additional permits may be required from other government agencies.

The Effingham County Board of Commissioners requires a pre-production meeting between a Production Location Manager and/or another production representative. A listing of all anticipated locations with tentative dates shall be submitted for review by the applicant upon identification of a property being considered for filming, as the Office of the Board of Commissioners may know of possible conflicts with County services, local events and festivals, or other filming activities which may prohibit the use of said property. Additional meetings may be required with the Sheriff's Office, Facilities Maintenance department, or other County departments.

III. NOTIFICATION OF AFFECTED BUSINESSES AND RESIDENTS

The production company is responsible for personally notifying all businesses and residents affected by the filming activity as per the Effingham County Board of Commissioners guidelines. Notification shall take place following the County's review of the application no less than two (2) business days prior to the planned filming activity.

IV. INDEMNIFICATION

The applicant shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgements and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of a county owned site by the applicant arising out of or resulting from the performance of this agreement caused by the negligent act or omission of the applicant, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of the applicant on site.

V. RESPONSIBILITY OF DAMAGES

In addition to the indemnification provisions of the preceding paragraph, and without limitation thereto, the applicant shall be responsible for any and all damage related in any manner to its use of the site.

VI. INSURANCE

Without limiting any of the other obligations or liabilities of the applicant, the applicant shall provide written proof to the County of general liability insurance covering the liability assumed under the indemnification and damage provisions of the agreement with a company or companies duly licensed to write business in the State of Georgia and rated A- or better by A.M. Best and with a minimum combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate.

Further the applicant shall provide business automobile policy covering owned, hired and non-owned vehicles with minimum limits of \$500,000.00 combined single limit.

The applicant shall at all times exercise reasonable precautions for the safety of County employees and others on or near the Site and shall comply will all applicable provisions of Federal, State, County and Municipal safety laws.

VII. PERMIT DEFINITIONS

Professional Permit – any professional production requiring staging and onsite equipment for filming purposes (television show, short film, movie etc)

Blanket Permit – any production which does not need staging or setup at a specific location; to included but not limited to photographs or filming of a view on county property

Drone Permit – to allow for the use of aerial vehicle or unmanned aircraft systems on county property for the purposes of inclusion in a production or series

VIII. OBSERVANCE OF HOLIDAYS

The offices of the Effingham County Board of Commissioners currently observes the following holidays:

| | |
|---------------------------|--------------------------------------|
| New Year's Day | January 1 st |
| Martin Luther King Jr Day | January 21 st |
| President's Day | 3 rd Monday of February |
| Memorial Day | 4 th Monday of May |
| Independence Day | July 4 th |
| Labor Day | 1 st Monday of September |
| Columbus Day | 2 nd Monday of October |
| Veteran's Day | November 11 th |
| Thanksgiving Day | 4 th Thursday of November |
| Day After Thanksgiving | 4 th Friday of November |
| Christmas Eve | December 24 th |
| Christmas Day | December 25 th |

IX. FEES

Fees for services are outlined in Appendix A. Any changes to the permit after issuance shall be assessed with an amendment fee (see fee schedule).

X. APPROVAL

Upon completion of the review process and approval is granted a Film Location Agreement (Appendix B) shall be signed by the Responsible Official of the production company and the Clerk of Commission of Effingham County. All fees are required to be paid at this time.

Inspection shall be performed by the Facilities Maintenance department upon completion of the filming project to perform an assessment of damages. If any deficiencies are found the production company shall be responsible for funding for said repairs as determined by a vendor capable of performing the restoration labor.

APPENDIX A

| | |
|--|---|
| APPLICATION FEES | \$25.00 per location |
| PERMIT FEES | |
| Professional Filming Permit | \$250 per location |
| Drone Permit | \$125.00 |
| Blanket Permit (no step up required) | \$100.00 |
| AMENDMENT FEES | |
| Low Impact – minor change such as parking | \$25.00 |
| Medium Impact – moderate change such as equipment or roads | \$50.00 |
| High Impact – major changes such as film dates or traffic control | \$100.00 |
| ON – SITE SERVICES FEE Charged for filming on county owned property when a county staff member is required to be on site during production | \$35.00 per hour or a maximum of \$300.00 per day |

ALL FEES ARE NON-REFUNDABLE AND PAYABLE AT THE ISSUANCE OF THE FILM PERMIT

Payment shall be rendered via cash, check or money order made payable to Effingham County.

APPENDIX B

EFFINGHAM COUNTY FILM LOCATION AGREEMENT

This Film Location Agreement (hereinafter referred to as "Agreement") is made and entered into by and between _____ and Effingham County Board of Commissioners (hereinafter referred to as "County").

WHEREAS, County owns the building located at _____, (hereinafter referred to as the "Site"); and

WHEREAS, _____ wishes to utilize the Site for the purpose of a recording a film (hereinafter referred to as "Filming"); and

WHEREAS, the Parties wish to set forth the terms and conditions upon which _____ shall be permitted to utilize the Site for its Filming; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and in order to obtain the mutual benefits provided hereunder, the Parties hereto agree as follows:

- 1. Grant and Release.** The County owns the Site and hereby grants _____ permission to conduct its Filming at the Site in the manner and during the term hereinafter specified. _____ accepts the Site "as is" and waives all objections or causes of action due to defects therein, whether or not such defects are apparent. _____ releases County from any and all claims, demands, or causes of action which _____, its successors, assigns and licensees may now have or hereafter acquire for damage or injury to its property, employees, and agents due to defects in the Site. _____ further agrees to indemnify and hold County harmless for any injury to _____ employees and agents while on the Site.
- 2. Term.** _____ shall have use of the Site on _____, _____ from the hours of _____ a.m. /p.m. to _____ a.m./p.m. (hereinafter called the term of this agreement). The use of the Site shall not be longer than six (6) hours. _____ shall have no right at any other time to use the Site for its Filming or any other purpose. However, the parties may alter the date and/or time by agreement in writing.
- 3. Payment.** _____ shall pay _____ for the use of the Site. This fee shall only provide for the use of the Site and for no other purposes, acts, or duties. In addition to the Site Fee, _____ shall pay a county employee to be on site for the hours stated in Paragraph 2 above or as needed and coordinated with the County Administrator. _____ shall pay thirty-five dollars (\$35.00) per hour for said county employee.

4. **Rights to Picture.** _____, its successors, assigns, and licensees shall have the unlimited, irrevocable, perpetual right to use, reproduce, exhibit and otherwise exploit the picture, including the name of the Property in the picture, and all poses, scenes, signs, business names and sound photographed and recorded on the Property for the Picture throughout the universe by any means and in any manner as _____ may determine and the County shall have no right therein or thereto _____ shall have the right to attribute the Property and its name, likeness to any location anywhere in the world (whether fictitious or not) at the _____ discretion, and _____ shall have the right to attribute a fictitious name or events to the Property. Neither the County nor any other party having an interest in the Property shall have any right of action against _____ arising out of any use of said photography and recordings hereunder.

5. **Restrictions on Use.** _____ permission to conduct its Filming at the Site shall extend only to those activities described herein and _____ agrees to the following conditions and limitations:

(a) Preparation for its Filming and cleanup of the Site following its Filming shall be the sole responsibility of _____.

_____ agrees that it will, following its use of the site, and before leaving the Site, restore same to as good a condition as existed prior to such use by _____.

(b) _____ shall not cause or permit any illegal activity to be conducted upon the Site.

(c) _____ shall make no changes or alterations to the Site without prior written consent of the County. _____ shall be responsible for any damages to the Site resulting from use or occupancy thereof by itself, its agents, servants, or invitees and shall repair any damage to the Site prior to vacating the Site.

(d) _____ may put up appropriate props and scenery at the Site, however, all props and scenery must be put up in such a manner that no damage will be caused to the Site.

(e) _____ agrees that they will consult with and follow the direction of the County concerning an area or areas for parking of trailers and vehicles during _____ use of the Site.

6. **Protection Against Accident to Employees and the Public.**

_____ shall at all times exercise reasonable precautions for the safety of County employees and others on or near the Site and shall comply with all applicable provisions of Federal, State, County, and Municipal safety laws.

7. **Laws and Ordinances.** _____ shall at all times observe and comply with all Federal, State, and local laws, ordinances and regulations, which in any manner affect _____ or the work, and shall indemnify and hold harmless the County against any claim arising from the violation of any such laws, ordinances and regulations whether by _____ or its employees or agents.
8. **Indemnification.** _____ shall defend, indemnify, and hold harmless the County and its officers, agents, and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments, and costs, including reasonable attorney's fees and expenses, occurring in any way or by any cause as a result of the use of the Site by _____ arising out of or resulting from the performance of this Agreement caused by the negligent act or omission of _____, its officers, agents, employees, subcontractors or invitees or any other person involved in any way with the activity of _____ on the Site.
9. **Responsibility for damages.** In addition to the Indemnification provisions of the preceding paragraph, and without limitation thereto, _____ shall be responsible for any and all damage related in any manner to its use of the Site.
10. **Insurance and Certificate of Insurance.** Without limiting any of the other obligations or liabilities of _____, _____ shall provide written proof to the County of general liability insurance covering the liability assumed under the indemnification and damage provisions of this Agreement with a company or companies duly licensed to write business in the State of Georgia and rated A- or better by A.M. Best and with a minimum combined single limit of \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate. Further, _____ shall provide a business automobile policy covering owned, hired and non-owned vehicles with minimum limits of \$500,000.00 combined single limit.
11. **Assignment and Subletting.** _____ shall not assign or sublet this Agreement.
12. **Termination.** After notification by County to _____ that _____ is in violation of or has violated any of the provisions set forth in this Agreement, _____ shall remedy the violation and/or prevent its reoccurrence. _____ agrees that in the event it fails, without delay, to remedy a violation or if they allow a violation to reoccur, the County may immediately terminate this agreement. In the event of such termination, _____ shall immediately proceed to vacate the Site and return it to its condition prior to _____ use. _____ agrees that its failure to do so shall be deemed a criminal trespass.

13. **Venue.** The laws of the State of Georgia shall govern the interpretation, validity, performance and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Effingham County, Georgia.
14. **Misc.** In the event any provision hereof is held to be invalid and unenforceable, such invalidity or unenforceability shall not affect the validity of enforceability of any other provision hereof. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, not expressly set forth herein shall be of any force and effect. This Agreement may not be modified except by written modification executed by all parties hereto. This Agreement shall be construed, governed and interpreted in accordance with the laws of the State of Georgia. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party having or being deemed to have structured or dictated such provision. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be the original and all of which together shall comprise but a single instrument. No consent or waiver, expressed or implied, by a party to any breach or default by any other party in the performance by such other party of the obligations thereof under this Agreement shall be deemed or construed to be a consent or waiver of any other breach or default in the performance by such other party of any other obligations of such party of this Agreement. Failure on the part of any party to complain of any act or failure to act of any other party or to declare such party in default, irrespective of how long such failure continues, shall not constitute a waiver of such party of the rights thereof under this Agreement.

IN WITNESS WHEREOF, the undersigned parties have executed, or caused this Agreement to be executed by their duly authorized representatives, under the seal as of the day and year above written.

Effingham County Board of Commissioners:

Stephanie D. Johnson, County Clerk

Film Company (Responsible Party)

By: _____

Its: _____

Date: _____