VILLAGE OF GLENCOE

ADMINISTRATIVE PROCEDURES FOR COMMERCIAL FILMING/TAPING

I. PURPOSE

The purpose of this directive is to provide guidelines for requests for commercial use of streets, rights-of-way, public buildings, equipment and personnel in the filming of movies, TV shows, commercials and related activities.

The Village Manager may authorize the use of any street, right-of-way, public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the Village Manager may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use.

The applicant agrees that the Village of Glencoe shall have full control over the use of the public streets and buildings of the Village while being used, as well as control over the hours of production and the general location of the production. The Village of Glencoe reserves the full and absolute right to prohibit all filming or to order cessation of filming if determined to be hazardous to the public health, safety and welfare. The applicant agrees to comply with all applicable Village ordinances.

The applicant agrees to allow the respective Village Departments (i.e., Public Safety, Public Works) to inspect all structures and/or devices and equipment to be used in connection with the filming and/or taping.

The applicant shall agree that the authorization granted pursuant to and in accordance with this application shall be for a specific time period to be determined by the Village.

The applicant shall be required to contact any or all property owner(s) and residents in the affected neighborhood as defined by boundaries set by the Village Manager. The applicant shall write a short description of the proposed project along with the filming schedule to distribute to the property owners or residents. The applicant shall provide a report noting any owner or resident's reaction along with the addresses and phone numbers of all property owners. This completed report must be delivered to the Office of the Village Manager prior to approval for filming. The applicant is also required to meet with Village staff at least 48 hours in advance of the desired production date.

II. <u>APPLICATION FEE</u>

The Village of Glencoe requires that a non-refundable application fee (amount to be determined by the Village Manager depending on type of filming (i.e., commercial, major motion picture), made payable to the "Village of Glencoe", accompany any application for commercial filming or taping. The applicant further agrees to provide a minimum refundable \$7,500 damage deposit prior to commencement of the project.

The applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming including their proposed hours of use and proposed parking locations. Such locations will need to be specifically approved by the Village Manager in order to maintain traffic safety and comply with local ordinances.

Any commercial producer who desires to undertake a commercial film or tape production within the Village of Glencoe will be required to complete and return this packet to the Office of the Village Manager within a minimum of 72 hours in advance of the desired productions date.

III. <u>USE OF VILLAGE PERSONNEL/EQUIPMENT</u>

The producer agrees to pay for the costs of any Public Safety, Public Works or other Village/ personnel or equipment assigned to the project (whether specifically requested by the producer or not) at a rate determined by the Village Manager. Remuneration rates for the use of any Village personnel or equipment will be established on a case-by-case basis. Checks should be made payable to the "Village of Glencoe".

IV. USE OF VILLAGE PROPERTY*

Depending upon the extent of the use of Village property, the producer agrees to reimburse the Village for inconvenience caused to Village of Glencoe residents when using public property. The use of any public property shall be at the sole discretion of the Village Manager. The following is the rate schedule:

- A. Total or disruptive use (regular operating hrs) of a public building = \$1,200/per day
- B. Partial non-disruptive use of a public building = \$650/per day
- C. Total closure of public street or right-of-way = 225/per hour
- D. Partial closure or obstruction of public street or right-of-way = \$150/per hour

These fees are subject to change without notice and full payment is due by _____

V. <u>CERTIFICATE OF INSURANCE</u>

The producer shall attach a certificate of insurance, naming the Village of Glencoe as an additional insured, in the amount of \$2,000,000 general liability, including bodily injury and property damage, and automobile liability (if applicable) in the amount of \$2,000,000 including bodily injury and property damage. The Village of Glencoe, its corporate authorities, elected officials, officers, boards, commissions, attorneys, employees and agents will be made additional insureds with respect to any and all claims that arise out of or are in any way related to the operations of the filmmaker while present in the Village of Glencoe.

The producer shall also attach proof that the appropriate worker's compensation and employer's liability insurance have been provided for the employees of the filming company.

VI. HOLD HARMLESS AGREEMENT

The producer shall sign the Hold Harmless Agreement in the application with the Village of Glencoe holding the Village harmless from any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use.

VII. <u>MISCELLANEOUS</u>

Any other circumstances, conditions, or anticipated needs not covered in this administrative procedure document shall be included in the application.

VIII. <u>APPROVAL</u>

The producer or representative shall sign this copy of the administrative procedures for commercial filming/taping and the application, and upon favorable consideration of the application, shall enter into an agreement with the Village subject to the aforementioned terms. The agreement must be signed by the Village Manager or his designee prior to any production activity taking place. A signed copy will be returned to the producer or representative.

I have read, understand, and agree to abide by the terms and conditions outlined in these administrative procedures and the application.

Signed:	
Title	Date
Approved:	
Village Manager	Date

Code of Conduct

To Production Companies:

The Village of Glencoe asks that you please abide by the following guidelines to promote a beneficial relationship between your production crew and the Village of Glencoe.

To the Public:

If you think the production company is not adhering to the following Code of Conduct, please call the Office of the Village Manager at (847) 835-4114.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor directly affected by the company (this includes parking, base camps, and meal areas). The filming notice should include: name of company, name of production, kind of production, (e.g. feature film, movie of the week, TV pilot, etc.), type of activity, duration (i.e., times, dates, and number of days), and company contact (first assistant director, unit production manager, location manager).

The Code of Conduct should be attached to the filming notification that is distributed to the neighborhood residences.

- 2. Production vehicles arriving on location in or near a residential neighborhood should enter the area at a time no earlier than stipulated in the permit, and park one by one, turning off engines as soon as possible. Cast and crew shall observe designated parking areas.
- 3. When a production pass identifying an employee is issued, it should be worn at all times while at the location.
- 4. The removal, moving, or towing of public vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
- 5. Production vehicles should not park or block driveways without the express permission of the municipal jurisdiction or the driveway owner.
- 6. Cast and crew meals should be confined to the area designated in the location agreement or permit. Individuals must eat within their designated meal area, during scheduled crew meal times. All trash must be disposed of properly upon completion of the meal.
- 7. Removal, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
- 8. Proper receptacles must be utilized for all disposal paper goods and utensils used during the course of the working day.
- 9. All signs erected or removed for filming purposes will be removed or replaced upon completion of a specified location unless otherwise stipulated by the location agreement or permit. All signs posted to direct the company to various locations should be removed at the conclusion of the filming and/or taping.
- 10. The company should keep noise levels as low as possible.

- 11. Articles of clothing that do not display common sense and good taste should not be worn by crewmembers. Shoes and shirts should be worn at all times, unless otherwise directed.
- 12. Crewmembers should not display signs, posters or pictures on vehicles that do not reflect common sense or good taste (i.e., pin-up posters, etc.).
- 13. No trespassing onto adjacent neighbors' or merchants' property is allowed; the crewmembers must remain within the boundaries of the property that has been permitted for filming.
- 14. The cast and crew should not bring guests or pets to the location, unless expressly authorized in advance by the company.
- 15. All catering, crafts service, construction, strike and personal trash must be removed from the specified location.
- 16. Designated smoking areas must be observed and cigarettes must be extinguished in appropriate containers.
- 17. Cast and crew must refrain from the use of lewd or improper language within earshot of the general public.
- 18. The company should comply at all times with the provisions of the filming permit.

APPLICATION FOR COMMERCIAL FILMING/TAPING IN THE VILLAGE OF GLENCOE GLENCOE, ILLINOIS

	(Date)
Enclosed is th in the Village	ne application to film of Glencoe.
I. <u>BA</u>	CKGROUND
1.	Information:
	Name of Production Company:
	Address:
	City, State, Zip Code:
	Phone Number: Fax Number:
	Pager Number:
	Name of Producer:
	Phone Number:
	Name of Director:
	Phone Number:
2.	Name of Location Coordinator (if such person does not reside within fifty [50] miles of the Village of Glencoe, identify Illinois Film Office representative as well):
	Phone Number: Fax Number:
	Pager Number:
	Address:
3.	Type of production: (i.e., commercial, feature film, film scene, training film, etc.):

4.	Production schedule (dates and times):
5.	Allowances for weather or other conditions beyond producer's control will be made after consultation with the Village Manager's office.
6.	Proposed location(s) of production:
7.	General description of script or content of production as well as any special effects:
8.	Anticipated need for Village personnel, equipment, and/or property:
9.	How many days and what hours will the company be in Village/building/site?
10.	Will there be an advance group coming in to prepare the site for the film crew?

11. How many people do you expect to be involved with the production?

10	-	1 1		• •	C	•	personnel?

13. Where will the production vehicles park?

14. Will an external power source be used for lighting, or will access be required to an internal source?

15. Will there be alterations to the property?

16. Will any areas be closed off to the public?

17. Where will the cast and crew be provided meals?

18. What is the best point of access for the filmmakers and their equipment?

19. How soon will things be restored if necessary?

II. <u>Insurance</u>

The applicant shall attach a certificate of insurance, naming the Village of Glencoe and its corporate authorities, officers, officials, boards, commission, employees, attorneys, agents, and representatives as additional insured, in the amount of \$2,000,000 general liability, including bodily injury and property damages, and automobile liability (if applicable) in the amount of \$2,000,000 including bodily injury and property damage. Such certificate shall include the following language: "The Village of Glencoe, its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents, and representatives are made additional insureds with respect to any and all claims which arise out of, or are in any way related to, the operations of [the film maker] while present in the Village of Glencoe."

The applicant shall also attach proof that the appropriate worker's compensation and employer's liability insurance have been provided for the employees of the filming company.

Certificate attached _____

(Initials)

III. Discussion with Property Owners

The applicant shall provide a short written description of and schedule for the proposed production to the owners and residents of each property in the affected neighborhood (as defined by boundaries set by the Village Manager). The applicant will also attach the Code of Conduct to the written description. The applicant shall communicate with owners and residents of all such property and submit as part of this application a report noting any owner or resident reaction along with the addresses and phone numbers of all such property owners and residents.

Report attached _____

(Initials)

IV. <u>Hold Harmless Agreement</u>

The applicant shall sign the Hold Harmless Agreement with the Village of Glencoe holding the Village harmless of any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use.

("The Company") that will be I certify that I represent performing the filming or taping at the locations specified on this permit application. I further certify that the company will perform in accordance with the directions and specifications of the Village of Glencoe, and that, to the fullest extent permitted by law, the Company agrees to defend, indemnify and hold harmless the municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the municipality, its officials, agents and employees, arising in whole or in part of in consequence of the performance of this work by the Company, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the municipality, its agents or employees, the Company shall, at its own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents and employees, in any such action, the Company shall, at its own expense, satisfy and discharge the same.

The Company expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Company, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the municipality, its officials, agents and employees as herein provided.

The Company further agrees that to the extent that money is due the Company by virtue of this contract as shall be considered necessary in the judgment of the municipality, may be retained by the municipality to protect itself against said loss until such claims, suites, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the municipality.

Signed: _____

Title

Date

V. <u>Miscellaneous</u>

Specify any other circumstances, conditions, or anticipated needs not covered in this application:

The producer or representative shall sign this application and upon favorable consideration of this application, the Village shall issue a permit for the production activity subject to the aforesaid conditions and any others as may be reasonably required by the Village.

I have read, understand, and agree to abide by the terms and conditions outlined in this application.

Signed: _____

(print name)

Date

Approved:

Title

Village Manager

Date