



City of Phoenix

ADMINISTRATIVE REGULATION	A.R. NUMBER
	5.42
SUBJECT FILMING ON CITY-OWNED PROPERTY FOR COMMERCIAL USE	FUNCTION
	Property Management Page 1 of 2
	EFFECTIVE DATE October 1, 2008
	REVIEW DATE

1) Purpose

The purpose of this regulation is to establish procedures for authorization of filming on any public property, facility or right-of-way belonging to the City of Phoenix, and for the release of City claims to the products of such activities. Questions on the Administrative Regulation can be directed to the Phoenix Film Office at 602-262-4850.

2) Policy

The Code of the City of Phoenix, Part II, Chapter 10, Article VIII "Motion Picture or Television Productions," authorizes the City Manager, subject to City Council approval, to promulgate rules and regulations governing form, time, and location of motion picture or television productions within the City of Phoenix and the permit fees and conditions applicable thereto. The City Manager interprets the terms "motion pictures" and "television productions" to encompass all film and digital media activities for commercial purposes, including features, television, industrial, educational, documentary, student, still photography, commercials and web casts and intends this Administrative Regulation to encompass all such activities.

3) Applicability

This regulation applies to filming on any public property, facility or right-of-way belonging to the City of Phoenix, and to releases by the City of Phoenix relating to the products of such filming.

4) Applications

The permit application and scope of work will be in a form prescribed by the Phoenix Film Office, and will include a storyboard that describes the proposed filming as well as each address or place at which the activity is to be conducted; the inclusive times and dates such activity will transpire; a general statement of the character or nature of the proposed activity and a statement that the applicant is and will be responsible for all persons conducting activities pursuant to a permit issued as a result of this application; the number of personnel to be involved; and the amount and type of equipment to be involved. Applications will be reviewed by the Phoenix Film Office based on the following criteria: likelihood that activity will create traffic congestion or disrupt normal activities at particular locations within the City; public safety, peace and quiet, and convenience; and the safety of property within the City.

5) Permits

The Phoenix Film Office is authorized by the City Manager to issue City of Phoenix Film and Digital Media Permits ("FDMPs") in the form attached hereto as Exhibit A. FDMPs will be issued based upon a written application and scope of work approved by the Phoenix Film Office, and

may be subject to additional conditions or requirements that the Phoenix Film Office determines are necessary or appropriate under the specific circumstances. Any request for a release of the City's property rights other than as provided in the FDMP will require City Council approval. A permit fee of \$100 shall be paid to the Phoenix Film Office for each FDMP, except that a FDMP shall be issued without fee for activities determined by the Phoenix Film Office to be carried out wholly for charitable or educational purposes. Proof of insurance that complies with Phoenix Film Office requirements shall be required as a condition of each permit. The FDMP will not be issued until the Phoenix Film Office has approved the Application and Scope of Work, necessary arrangements are made with various City departments to ensure the safety of the public and the film crew, the FDMP has been signed by the permittee, the permit fee has been paid and the required certificate of insurance have been received by the Phoenix Film Office.

The FDMP is valid for the specified shoot days if the production does not have a Greater Phoenix address or for a year if the production company does have a Greater Phoenix address. FDMPs for non-local production companies may be extended without additional fees at the discretion of the Phoenix Film Office. The Phoenix Film Office will collect all permit fees and weekly transmit accumulated fees to the Community and Economic Development Department's Management Services Division.

6) Denial, Conditions and Revocation

The Phoenix Film Office may condition a permit as necessary or appropriate to protect public health, safety, property, peace and quiet, or convenience, or to minimize traffic congestion or disruption of ordinary activities within the City. The Phoenix Film Office also may revoke any permit upon a finding that the permittee has violated any condition or requirement of the permit. The Phoenix Film Office shall notify applicants in writing, by electronic mail and regular U.S. mail, of any decision to deny or revoke a permit, or to impose permit conditions that have not been agreed to by the applicant.

7) Exclusions

A FDMP is not required for current news, editorial, live sporting events or personal photography usage. The FDMP does not authorize any activities affecting private residences and/or businesses, except to the extent that activities are conducted on City rights-of-way.

8) Appeals

If the Phoenix Film Office denies, revokes, or conditions a permit the applicant may appeal the decision by filing a written notice of appeal, stating the grounds thereof, with the City Manager within ten (10) business days after the date the Phoenix Film Office decision is mailed to the applicant. The City Manager or his designee (which will be a City employee holding the rank of Assistant Department Director or higher) will conduct a hearing and issue a decision within ten (10) business days after the appeal is received. An applicant may appeal the City Manager's decision to the City Council by filing a written notice of appeal and request for City Council review with the City Clerk within ten (10) business days after the date notice of the City Manager's decision is mailed to the applicant. The City Clerk will notify the applicant of the date on which the appeal will be considered by the City Council. The City Council may, in its discretion, resolve the appeal on the record, without further hearing.

9) Departmental Responsibilities

The Phoenix Film Office shall be responsible for the issuance of the "City of Phoenix Film and Digital Media Permit" (FDMP). The Film Office will coordinate each shoot and contact City Departments as they pertain to the production.

The Phoenix Police Department is responsible, when applicable, for approving the Scope of Work, coordinating with off-duty officers in response to film company requests, and billing for City equipment.

The Phoenix Parks Department is responsible, when applicable, for approving Scope of Work and staffing necessary off-duty parks employees.

The Phoenix Fire Department is responsible, when applicable, for approving Scope of Work, staffing necessary off-duty officers and billing for City equipment.

The Phoenix Streets Department is responsible, when applicable, for approving Scope of Work, issuing temporary road closures and mandating necessary street signage.

The Phoenix City Clerk is responsible for attestation of the City signature and scanning/recording of the final contract, and for receiving any notice of appeal of the City Manager's permit decision and scheduling consideration of the appeal by the City Council.

The Phoenix Community and Economic Development Department's Management Services Division is responsible for final processing and deposit of FDMP permit fees.

The Phoenix Aviation Department is responsible, when applicable, for approving Scope of Work and coordinating with off-duty airside and landside operations, security and facilities personnel in response to film company requests.


The Phoenix Public Works Department is responsible, when applicable, for approving the Scope of Work and coordinating with off-duty personnel in response to film company requests.

The Phoenix Municipal Court is responsible, when applicable, for approving the Scope of Work, Court Building access and staffing Court Security and facilities representatives as necessary.

10) Effective Date

This regulation shall be effective immediately.

Frank Fairbanks, City Manager

By: 

Lisa Takata
Executive Assistant to the City Manager

Permit No. _____
 Application Date _____
 Issue Date _____
 Valid From _____
 Valid Through _____
 Extended to _____
 Fee paid _____

CITY OF PHOENIX FILM AND DIGITAL MEDIA PERMIT
 CITY OF PHOENIX
 FILM OFFICE
 200 W. Washington Street – 19th Floor
 Phoenix, Arizona 85003
 602-262-4850
 FAX 602-534-2295

ANY USE OF CITY FACILITIES AS A LOCATION SITE OR USE OF PHOTOGRAPHIC IMAGES OF CITY PROPERTY MUST BE CLEARED IN ADVANCE THROUGH THE CITY OF PHOENIX FILM OFFICE

By this Photographic Image Recording Permit and Location Release (the "Permit") the City of Phoenix hereby grants a revocable license authorizing the production company listed below and on the certificate of insurance and that company's employees, agents, contractors, subcontractors, and other persons acting under direction of the company below in connection with the production described below (collectively "Permittee") to enter upon and photograph municipal property as described below, and grants permission for the use of the photographic images recorded by Permittee, on the terms and conditions stated herein and in the Scope of Work approved by the Film Office Program Manager or designee, for the purposes described below:

<p>Permittee Information:</p> <p>Company Name _____</p> <p>Producer Name _____</p> <p>Company Street Address _____</p> <p>City _____ State _____ Zip Code _____ Country _____</p> <p>Business Phone _____ Alternate Phone _____ Fax _____</p> <p>Email _____</p> <p>Local Accommodation of Contact(s) during filming _____</p> <p>Local Agent Name _____</p> <p>Local Agent Phone _____ Local Agent Alternate Phone _____</p> <p>Local Agent email _____</p>	<p>Production Information:</p> <p>Production Name/Title _____</p> <p>Type of Production _____</p> <p>Insurance Carrier Name _____</p> <p>Insurance Policy No. (Attach copy of certificate) _____</p> <p>Effective date _____ Expiration date _____</p> <p>Description of activities requested (list may be attached) _____</p> <p>Description of locations requested (list may be attached) _____</p> <p>All approved filming details will be emailed to Producer and Local Agent with requirements, restrictions and special instructions as deemed necessary.</p>
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This permit is effective for the period and date(s) stated above, for the production(s) described above, and for the purposes described above, and is subject to the attached terms and conditions.

Permittee represents that the information stated above and in Permittee's application referenced above is true and accurate, accepts this Permit, and agrees to comply with all terms and conditions of this Permit.

Dated: this ____ day of _____, 20__.

Permittee

 Name of Permittee

By: _____
 Typed Name: _____
 Its: _____
 Title

Dated and issued this ____ day of _____, 20__.

Attest:

The City of Phoenix
 Frank Fairbanks, City Manager

 City Clerk

By _____
 Philip Bradstock, Film Program Manager

Permit text approved as to form by City Law Department per memorandum to City Clerk Dated October 2, 2008.

TERMS AND CONDITIONS

1. **SCOPE AND EFFECT.** This Permit is issued to authorize Permittee and its production personnel and equipment to enter upon and to photograph and record images of property owned by the City of Phoenix ("City"), including streets and sidewalks, to take photographs or to film in connection with the productions described in Permittee's application, in the scope of work approved by City's Film Office, and in this Permit, in accordance with the terms and conditions stated herein. This Permit also will serve as a Location Release, granting Permittee, its assigns, agents, licensees, affiliates, clients, principals, and representatives, the absolute right and permission to copyright, use, exhibit, display, print, reproduce, televise, broadcast and distribute, in whole or in part, through any means, worldwide, in perpetuity, and for any lawful purpose, the photographic images and scenes recorded by Permittee in accordance with the scope of work approved by City's Film Office; provided, however, that this permission does not include the right to film or use official City logos or other images protected by copyright or other applicable law. This Permit and Location Release only includes the rights of the City, and does not encompass the rights of any other person or entity, including City employees.
2. **LIMITATIONS AND EXCLUSIONS.** This Permit does not authorize Permittee to: (a) enter upon any privately owned property or to photograph private property or individuals; (b) use, depict or display City logo or other intellectual property; or (c) violate any City ordinance or other applicable law. Additional permits, contracts, and/or permissions, which may be incorporated or referenced in the Scope of Work approval, and/or additional fees may be required for (d) activities that disrupt traffic on City streets; (e) use of City personnel or equipment; (f) any event on City property intended to attract or entertain the public or charge fees to spectators; or (g) use of City facilities that are revenue producing or subject to special security requirements, such as Municipal Airports, and the use of such facilities and areas may be further conditioned upon provision of additional insurance coverages, and compliance with security and other requirements. Special arrangements must be made and additional fees may be required for activities that require the use of off duty City personnel or City equipment, or for activities involving commercial activities.
3. **APPROVAL OF LOCATION AND SCOPE OF WORK.** Permittee, upon request, and prior to filming, shall furnish copies of scripts and any graphic material describing the production, (the "Scope of Work") to City's Film Office for approval. Permittee shall confine its activities to those described in the approved Scope of Work and to the locations and time schedules approved by City's Film Office and shall make arrangements through that office for traffic control satisfactory to the Police Department prior to filming on City streets and in other public areas. Permittee shall take all reasonable and necessary precautions to avoid injury to persons or property, to avoid disturbing the peace and tranquility of persons residing or working in the vicinity of the production, and to minimize the impacts of Permittee's activities on third parties. Before filming in residential neighborhoods or private commercial developments Permittee may be required to obtain a special addendum to this permit which will be conditioned upon evidence satisfactory to City's Film Office establishing that Permittee has notified and obtained consent from homeowners or commercial property owners reasonably likely to be affected by Permittee's activities.
4. **REPRESENTATIONS.** This Permit is issued in reliance upon the representations made by Permittee in its application and Scope of Work. This Permit may be revoked, and future permits refused, if Permittee has made any material misrepresentation to the City in connection with this Permit.
5. **AMENDMENTS AND EXTENSIONS.** This permit may be amended to include additional productions, add special conditions, or provide for permit extensions, by written agreement signed by the City Manager or his designee.
6. **ASSIGNMENT.** Neither this Permit nor Permittee's rights and obligations hereunder may be assigned without City's prior written consent, and any attempted or purported assignment of any right or obligation under this Permit without such consent shall be void and of no effect.
7. **COMPLIANCE WITH LAWS AND DIRECTIONS.** Permittee shall obey all applicable laws, including City Ordinances, and shall comply with rules and guidance provided by City's Film Office pertaining to Permittee's activities, including the use of City property, the location and storage of vehicles and equipment, crowd control, and the restoration of premises to their original condition after use for filming purposes. Issuance of this permit shall not be construed as satisfying or relieving Permittee of the duty to comply with other applicable laws, including any law requiring permits or authorizations.
8. **USE OF CITY NAME OR LOGO.** Reference to the "City of Phoenix" or any derivation thereof and/or use of official City logo or any derivation thereof on film is prohibited unless written approval is granted by the Film Office Program Manager.
9. **INDEMNIFICATION.** Permittee shall indemnify, defend, save and hold harmless the City of Phoenix and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Permittee or any of its owners, officers, directors, agents, employees, contractors or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Permittee from and against any and all claims. Permittee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Permittee agrees to waive all rights of subrogation against City, its officers, officials, agents and employees for losses arising from the activities authorized by this Permit.
10. **LIABILITY INSURANCE.** In no way limiting the indemnity agreement above, Permittee shall procure and maintain insurance against claims for injury to persons or damage to property which may arise from or in connection with the activities authorized by this Permit in the amounts and form set forth in the Required Insurance description. Permittee will furnish City with a Certificate of Liability Insurance acceptable to City's Legal Department, which names the City, its officials, employees and agents, as additional insureds, and may not be cancelled or substantially modified without 10 days written notice to City's Film Office.
11. **RELATIONSHIP OF PARTIES.** Permittee, its agents, employees, servants, or helpers shall not be or deemed to be the employee, agent, or servant of the City. None of the benefits provided by the City to its employees, including, but not limited to, medical insurance, compensation insurance, and unemployment insurance are available to Permittee or its employees, agents, servants, or helpers, including any off-duty City personnel while employed by Permittee.
12. **APPLICABLE LAW, JURISDICTION, LOCAL AGENT.** This Permit is governed by Arizona law. Permittee hereby designates the Local Agent identified in this Permit as the duly authorized agent of Permittee having authority to represent Permittee in all matters relating to this Permit, and who shall be responsible for compliance with the Permit conditions. Permittee hereby consents to service of process upon said Local Agent, and submits to the jurisdiction of the Superior Court of the State of Arizona in and for the County of Maricopa or, if such court lacks subject matter jurisdiction, the United States District Court for the District of Arizona, and to all appropriate appellate courts. Permittee consents to the exercise of personal jurisdiction over Permittee by such courts, and waives and relinquishes any claim that venue in such courts is not proper or convenient.
13. **OFF-DUTY PERSONNEL.** As a special service to the film industry the Film Office, as part of the Scope of Work approval, will coordinate Permittee's use of and payment for City personnel and equipment. During any period for which Permittee employs OFF-DUTY full-time City employees in connection with a production authorized by this Permit, the off-duty employee shall be the employee or contractor of Permittee, and shall not act or be deemed to be acting as employees or agents of City unless the employee is a badged or uniformed member of the Phoenix Police or Fire Departments providing City-required services for the protection of public health and safety. Permittee agrees to pay all off-duty City personnel for a minimum of three (3) hours per day, at their established off-duty rates at the end of each 751763.4 8-20-08

shooting day, and shall pay off-duty employees for time spent transporting City equipment to and from the production site if the use of such equipment is authorized by City. If Permittee fails to pay such employees within 2 weeks after work is completed, and does not establish reasonable cause for such failure, to be determined by the Film Office based upon Permittee's written explanation, Permittee agrees to pay to the off-duty personnel, in addition to the wages due, liquidated damages equal to thirty percent (30%) of the wages payable for each month or portion of a month that the payment is delinquent. Once arrangements are made for off-duty personnel, Permittee will be required to pay all wages for off-duty personnel associated with a shoot unless the arrangements are cancelled at least one (1) business day (and a full 24 hours) prior to call time.

14. **REIMBURSEMENT OF CITY COSTS.** Permittee shall reimburse City for the use of City equipment, any costs incurred by City for ON-DUTY municipal employees deployed in connection with filming activities, and any other extraordinary costs incurred by City in connection with the permitted activities. A schedule of expected costs shall be prepared by City's Film Office after review and approval of the Scope of Work.

15. **PAYMENT AND PERFORMANCE BOND.** Upon approval of the Scope of Work by City's Film Office, and as a condition of this Permit, Permittee may be required to post a payment and performance bond, in form and substance satisfactory to City's Film Office, in the amount estimated by City's Film Office to be sufficient to assure payment and performance of Permittee's obligation to reimburse City's costs, pay any other charges associated with this Permit, and to pay any off-duty City employees hired by Permittee. At the option of Permittee this may be in the form of a cash bond paid to City's Film Office with appropriate instructions in form and substance satisfactory to City's Film Office.

16. **REVOCATION OR TERMINATION.** This Permit may be revoked by the City Manager or his designee for cause, including breach of any term or condition or misrepresentation by the Permittee.