

# Application for Permit for Film, Television or Photo Shoot

Print clearly using black/blue pen only

<b>Company/Applicant Name:</b> (responsible for the filming)	
Does the company name match the name insured on the public liability insurance (PLI)?	Yes No If NO, please provide more information

Contact Details			
Name:			
Position:			
Postal Address:			
			Postcode:
Telephone:	Ν	Mobile:	
Email Address:			

On-site contact on day of filming (if different from above)		
Name:		
Position:		
Telephone:	Mobile:	
Email Address:		

Production Information		
Project Name:		
Type of Production:	Feature Film     Telemovie     TV Series/Serial     Documentary	<ul> <li>Short Film</li> <li>Student Film</li> <li>Music Video</li> <li>TV Commercial</li> </ul>
Proposed Film Dates:	From:	To:
Filming Times (including bump-in and bump-out times):		

Location Information		
<b>Location/s</b> : If more space is required, attach a separate list.		
Title of production:		
No.of cast:		
No.of crew:		
No. of car parking spaces:		
No. of truck parking spaces:		
Other (specify):		
Will the production need a unit base?	Yes No If YES, please add your unit base to your site plan/mud map.	
Exact location/s of the proposed unit base (including any privately owned land):		
Will the production erect any temporary structures such as tents or marquees?	Yes No If YES, please provide details of these temporary structures (size, number, style). Please note: temporary structures need to be secured by weights, not pegs or stakes.	
Traffic Management		
Will the production require traffic management or pedestrian management?	Yes No Please note: if the production is disrupting traffic or pedestrian flow a Traffic Management Plan (TMP) or Pedestrian Management Plan (PMP) Incorporating a Risk Management Plan will be required.	
<b>Type of activity:</b> (e.g. hold & release, road closure)		
Name and details of the traffic/safety company who will be supplying the TMP or PMP?		
What times will the roads be affected?	Start: Finish:	
Name of the roads affected by the closure/traffic hold?		
Details of any large equipment the production will bring to the location (eg. camera cranes, scaffolding, lighting towers)	Firearms/weapons       amplified music or sound         (including imitation)*       stunts*         Other safety concerns*       stunts*         May have environmental Impact       may cause offense or concern to the public         * Confirmation of approval from Victoria Police or other statement government agencies will be required with this application.         Please provide details of activity:	

Will the proposed filming
represent the actual
location?

Yes	No
If NO: Please identify the	location the filming will represent.

Attachments		
Please attach the relevant documentation for your production. If the documentation is unavailable to		Public Liability Insurance: Proof of certificate of currency (\$10 - \$10M cover)
be sent at this time please indicate via email the date on which it will be sent. Essential documentation (mark with a 'X' in not applicable:		<b>Parking application</b> For parking cars, trucks, oversized and other essential vehicles. (Councils and agencies may link to their own form here to save the applicant time and make sure the correct permit is filled out).
		Site plan/mud maps Identifies parking, traffic control, unit base, where crew are situated and any equipment other than the normal amount of filming equipment required for the shoot e.g. cranes, long dolly, boom lifts, scissor lifts.
		Running Sheet/Schedule A document which establishes a chronology, linking times, events and details of filming activities.
		Stakeholder Communication Plan (public notification letter) the purpose of this is to give traders, residents and other interested parties timely written notice in advance of your proposed filming activities and show how you'll address their concerns.
Additional documentation:		
If you're unsure which of the following documentation you need to attach, contact us to discuss.		<b>Traffic &amp; Pedestrian Management Plan(s)</b> Required if traffic will be slowed, blocked, redirected, or perhaps even distracted. Be certain to check if you need permits from Victoria Police and VicRoads (attach your copes of their permits in the 'other permits, approvals, etc' section at the end of this form).
		<b>Risk Management Plan or Safety Plan</b> Complete this if a risk management plan isn't already attached to a traffic management or pedestrian management plan, or other activities involve risk you need to manage, eg trip hazards, explosives.
		Other permits, approvals or filming information (running sheets, schedules)
		Any other permits or approvals we have asked you for. For example Victoria Police, VicRoads, Parks Victoria, a waste management plan, etc.

」 Yes

#### Compliance with Existing Local, State & Federal Laws:

Upon signing this document the Producer acknowledges their awareness of all local, state and federal government laws that are bound by the above location/s and understands enforceable action will be brought against itself for non-compliance by the relevant authority and its employees.

## Please attach:

- A copy of Certificate of Currency of Public Liability Insurance
- Map of location and preferred parking spaces
- Risk management plans including safety reports, traffic & pedestrian management plans (if required)
- Addendum application if there are special conditions eg. lighting, noise, firearms etc

Indemnification:		
The Production Company agrees to indemnify the Central Goldfields Shire Council against all claims or suits of any kind whatsoever or loss, damage or injury of any kind arising out of the negligence or unlawful conduct of the Production Company, its employees, agents or otherwise. The Production Company agrees to comply with all the local laws of Central Goldfields Shire Council and all other relevant legislation and Central Goldfields Shire Council conditions, guidelines and special conditions provided. Signed for, and on behalf, of the Production Company, who warrants that he/she is authorised to sign this application on behalf of the Production Company.		
Signature:		
Name:		
Title:		
Date:		

## **Conditions for filming:**

- The Council is entitled to have a representative present at all times. (However this representative would be a non-paid observer. A production company is only responsible for the payment of Council personnel if the nature of filming requires a representative of the Council to be present.)
- The production company will ensure all crew, cast and other persons in its employ follow reasonable directions given by the Council, or their delegate.
- The production company warrants that all information provided in/or attached to the Application is true and correct in every particular, and no material or relevant information has been omitted.
- The production company will not portray the Council as endorsing or supporting any product or service or any views, opinions, attitudes or ideas suggested, conveyed, advertised, canvassed, depicted or otherwise expressed, without prior written consent from the Council.
- The production company will, if requested by the Council, acknowledge the assistance of the Council in the production of the film or video by the usual method of end credits, or as mutually agreed.
- The production company acknowledges that it conducts the filming entirely at its own risk and hereby releases to the fullest extent permitted by the law, the Council and its servants, agents and contractors in the absence of any wilful default on their part from all claims of every kind resulting from any accident, death or injury occurring at the location to any person or property.
- The production company will ensure all dangerous substances and articles to be brought on to location will be listed as such in the Application. Before permission may be given, the production company will provide evidence of competence and working safety, as according to the Film & Television Industry Safety Guidance Notes (1995). No other dangerous articles or substances may be brought onto the location than those listed in the Permit.
- The production company will not allow any wilful damage or permanent alterations to be done to the location or contents of the location without express prior permission in writing from the Council.
- The production company will repair all damage at the location for which it has been responsible.
- The production company will remove all its personal property and rubbish from the location at the end of the use of the location.
- The production company will restore the location to the condition it was in, prior to filming.
- The production company will not do, or allow to be done, any act that will become an annoyance or disturbance to owners, tenants or neighbours.
- Any other expenses or outgoings the Council is subject to, or may reasonably incur, as a result of the filming, or its need to supervise the filming are expenses to be paid within 14 days. This expense may be recoverable from the bond after consultation with the producer.
- Any bond, less deductions made in accordance with the Conditions or Special Conditions, will be refunded within 14 days of completion of filming at the location.
- The production company will pay a bond to the Council of \$\_\_\_\_N/A\_\_\_\_ not less than 24 hours prior to the filming date (if required). This bond may be applied by the Council at its sole discretion to repair any damage or replace any losses as a consequence of the filming including unpaid fees or service charges. The balance will be refunded by the council within 14 days of the completion of the use of the location
- The Permit, the Conditions, Special Conditions and any executed Location Agreement (if applicable) are the entire agreement between the production company and the Council, and no external document or oral statement will be admitted in evidence to amend, alter or vary them.
- Other unforeseen conditions may be necessary by Council immediately, Council reserves the right and freedom to impose these where it deems necessary.
- Comply with all statutory obligations relating to matters of Occupational Health and Safety, Workcover and any other statutory or regulatory requirement in the delivery of the production.
- Apply for and comply with all local government permits including but not limited to building, health and food or site permits as required by Council.
- Council requires evidence of a minimum \$10,000,000 public liability insurance to be provided by the production company prior to production commencing.

Location Agreement:				
Between:				(Producer)
Address:				
Telephone:			Mobile:	
ACN:				
and: Address: Telephone:	, , , , , , , , , , , , , , , , , , , ,			

The Agreement:			
The Location Provider hereby grants the Producer the following rights in the use of			
Address:	(Location		
for the purposes of filming or photography of exterior or interior scenes in connection with			
(Subject Matter)			
Entitled: (the name of the production			
on the dates and times set out in the application form.			

#### Dates and times:

That the Producer has permission to enter the Location and bring such persons, props, sets and equipment as the Producer requires for filming or photography, for the period as detailed on the application form.

Should the Producer need to return to the Location for reshooting, or because of weather delays, permission for further access will not be unreasonably withheld.

#### Indemnification & Insurance:

In consideration of the rights hereby granted to the Producer by the Location Provider the Producer agrees:

- a) to be bound by the Application and Permit (if any) and conditions attached to this Agreement (if any);
- b) to obtain and keep current a public liability policy for at least 10 million dollars;
- c) to indemnify the Location Provider for any loss, damage or injury of any kind arising out of acts or omissions of the Producer, its employees, agents or contractors;
- d) to indemnify the Location Provider against all claims or suits of any kind whatsoever against the Location Provider for loss, damage or injury of any kind arising out of the acts or omissions of the Producer, its employees, agents or otherwise, in exercising its rights under this Agreement; and;
- e) that it conducts the filming entirely at its own risk and releases the Location Provider (in the absence of negligence or willful default on the Location Provider's part) from all claims of any kind occurring at the Location to any person or property.

## Authority:

The Location Provider warrants:

- a) he/she has the authority to enter this Agreement and to grant the rights hereby granted by virtue of being: the registered proprietor; lessee; or managing agent who enters this agreement for and on behalf of the proprietor; or, public authority in which control has been vested, of the property located at the Location;
- b) either 1) the Location Provider is the sole person entitled to the use and occupancy of the Location during the period specified in this Agreement or the individual tenants have been informed and are agreeable;

or 2) the Location is a public place, including road or footpath, and the Location Provider is the public authority in which control of the Location is vested;

c) the Location Provider has not and will not grant any other rights over the Location, which may interfere with the filming to be conducted by the Producer during the period specified in this Agreement.

Authority:				
This permit is issued to the Production Company to film, video or photograph on streets or property subject to the jurisdiction and Conditions and Special Conditions (if any) of the Central Goldfields Shire Council at the times, dates and locations designated above/attached. This permit must be produced on demand, whilst on location, by the Production Company.				
SUB	SUBJECT TO SPECIAL CONDITIONS			
(FOR AND ON BEHALF OF THE PRODUCER) (FOR AND ON BEHALF OF LOCATION F				
(signed) (signed				
Date:				