



TOWN OF NORTH CASTLE
Town Hall - 15 Bedford Road
Armonk, New York 10504

Established 1736

ALISON SIMON
Town Clerk

Telephone: (914) 273-3000 x42
TownClerk@northcastleny.com

FILMING AND PHOTOGRAPHY PERMIT APPLICATION

TOWN OF NORTH CASTLE CODE CHAPTER 165

Applicant or Organization: _____ Date: _____

Contact: _____ E-Mail: _____ Phone: _____

Address: _____

Location(s) of Filming: _____

Public or Private Property: _____ Property Owner: _____

Date(s) of Project: _____ Between the hours of _____ and _____

Total Number of Days: _____ Budget: \$ _____

Type of filming: _____ Number of people on site: _____

Applications for filming and photography will not be considered unless accompanied by a non-refundable application fee. If approved, the application fee will be applied toward the daily permit fee.

Application Fee* (Check One):

☐ \$0 Student ☐ \$0 Not For Profit ☐ \$500 Photography ☐ \$1,000 Commercial Filming

*Payable to Town of North Castle by check or money order

Refer to Master Fee Schedule for Application and Daily Permit Fees on reverse side of this application

Payment of the Daily Permit Fee, Certificate of Insurance meeting the Town's Requirements and signed Indemnification and Hold Harmless Agreement are required prior to the issuance of the permit.

Applicant Signature

Date

Approval: _____

Town Clerk

Date

Town Supervisor

Date

Town of North Castle Code § 165-4. Permit applications.

- A. Application Requirements. Applications must be submitted to the Town Clerk in writing on the application form available on the Town website and must contain at least the following information:
- (1) Application fee, as described below in § 165-4B. **(SUBMIT WITH APPLICATION)**
 - (2) Use Plan, as described below in § 165-4C. **(SUBMIT WITH APPLICATION)**
 - (3) The name, address, and contact information of the applicant.
 - (4) The location of the property where filming or photography is to take place.
 - (5) The dates and times when said filming or photography is to take place.
 - (6) Name and written authorization of the owner of the property. **(SUBMIT WITH APPLICATION)**
 - (7) Description of type of filming or photography, i.e., commercial: promotional, branded content, entertainment; public service; student, etc.
 - (8) Film budget.
 - (9) Number of people on site.
 - (10) Equipment and vehicles to be brought to the site.
 - (11) Parking plan.
 - (12) Special effects to be used.
 - (13) Name, address, and policy number of insurance company.
- B. Application Fee. Applicants for a filming and photography permit shall pay fees to the Town as set forth in the Master Fee Schedule.

<u>Fee</u>	<u>Location</u>	<u>Student</u>	<u>Public Service/Teaching/ Not-for-Profit</u>	<u>Photography</u>	<u>Commercial:</u> Promotional, Branded Content, Entertainment
Application Fee	Any Property	No Fee	No Fee	\$500	\$1,000
Daily Permit Fee	Public Property	No Fee	\$100	\$2,500	\$5,000
Daily Permit Fee	Private Property	No Fee	\$50	\$1,000	\$3,000

- C. Use Plan. The Use Plan shall show:
- (1) The streets or sidewalks that will need to be closed, if any.
 - (2) The location of any vehicles or equipment that will be stored on location during the course of filming or photography.
 - (3) The location and construction of any temporary structures to be placed or constructed in connection with the filming or photography.
 - (4) Parking plans.
 - (5) Measures proposed intended to mitigate potential temporary adverse impacts.
 - (6) The name, local address and local telephone number of a person who will be available 24 hours a day during the activity and who shall have control of and responsibility for the direction of all participants in the permitted activity and for the property for which the activity is permitted.
- D. Notification to adjacent property owners. The applicant shall be required to notify contiguous or adjacent property owners to the property being utilized of filming and photography activities.
- E. The Chief of Police shall have the power to cause the conditions set by any permit granted under this section to be enforced.



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This document includes:

- 1. Minimum Insurance Requirements for Events**
- 2. Indemnification and Hold Harmless Agreement (*sign and return*)**
- 3. Insurance Contract (*sign and return*)**
- 4. Sample Certificate of Insurance (COI)**

Minimum Insurance Requirements for Events **Town of North Castle**

(Adopted by Town Board October 16, 2019)

Prior to the start of any event, the Sponsor shall, at its sole expense, maintain the following insurance on its own behalf, and furnish to the Town of North Castle certificates of insurance evidencing same and reflecting the effective date of such coverage as follows:

Sponsors insurance requirements for their vendors participating in the event:

Seven working days prior to the start of any event, the Sponsor shall forward to the Town of North Castle certificates of insurance from each vendor they engage in their event evidencing insurance requirements 1 - 4.

The term "Sponsor" as used in this indemnification agreement shall mean and include Subcontractors of every tier.

- 1) Commercial General Liability Policy, with limits of no less than \$1,000,000 Each Occurrence/\$2,000,000 general aggregate limits for Bodily Injury and Property Damage, and shall include coverage for:
 - A. Town of North Castle and their assigns, officers, employees, volunteers, representatives and agents should be named as an "Additional Insured" and shall apply on a primary and non-contributory basis, including any self-insured retentions. The Certificate of Insurance should show this applies to the General Liability coverage on the certificate.
 - B. Coverage for athletic participants must be included for an athletic team or league.
 - C. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
 - D. Coverage must be written on an Occurrence Policy Form.

- 2) Comprehensive Automobile Policy, with limits no less than \$1,000,000 Bodily Injury and Property Damage liability including coverage for, any private passenger and commercial vehicles. Required if the event involves the sponsor's motor vehicles.
 - A. Town of North Castle and their assigns, officers, employees, representatives and agents should be named as an "Additional Insured" on the policy. The Certificate of Insurance should show this applies to the Automobile Liability coverage on the certificate.
 - B. To the extent permitted by New York law, the Sponsor waives all rights of subrogation or similar rights against Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
- 3) If applicant is applying for an Alcohol permit from the Town Board and a fee is not being charged for the alcohol, a COI must be provided to the Town with evidence of "Host Liquor Liability". If a fee is being charged to attend the event or if a charge applies for a participant to purchase alcohol or a caterer will be providing the liquor, then a COI must be obtained from the sponsor &/or vendor evidencing "Liquor Liability" at the same limits as indicated in 1) above.
- 4) Workers Compensation Insurance [if applicable]
 - A. Coverage must specifically indicate "coverage includes N.Y. State"
 - B. Coverage Extended to include Sponsor's owners/partners.
 - C. N.Y. State Statutory Limits
 - D. To the extent permitted by New York Law, the sponsor waives all rights of subrogation or similar rights against the Town of North Castle, assigns, officers, employees, volunteers, representatives and agents.
- 5) Additional Umbrella Liability Requirements for Event Sponsors required when the sponsor expects over 300 people in daily attendance and is utilizing vendors.

Umbrella Liability [including coverage for General Liability, Automobile and Workers Compensation] with limits of:

- \$1,000,000 Each Occurrence if the sponsor is utilizing less than 5 vendors in the event.
- \$3,000,000 Each Occurrence if the sponsor is utilizing 6 or more vendors in the event.

NOTE: The above listed Minimum Insurance Requirements may be increased upon the review and determination of the Town's Risk Management Committee.

The Sponsor shall furnish to the Town of North Castle Certificates of Insurance as evidence of coverage prior to the event naming the Town of North Castle as an Additional Insured **by endorsement**. The Sponsor acknowledges that failure to obtain such insurance on behalf of the Town of North Castle constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Town of North Castle. The failure of the Town of North Castle to object to the contents of the certificate or absence of same shall not be deemed a waiver of any and all rights held by the Town of North Castle.

The cost of furnishing the above insurance shall be borne by the Sponsor.

All carriers listed in the certificates of insurance shall be A.M. Best Rated A VII or better and be admitted in the State of New York.



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Indemnification and Hold Harmless Agreement

To the fullest extent permitted by law, Sponsor shall indemnify, hold harmless and defend Town of North Castle, and agents and employees of any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (b) is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, Sponsor's obligation to indemnify Town of North Castle, and agents and employees of any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by (a) negligent acts or omissions, or (b) violations of regulatory or statutory provisions of the New York State Labor Law, OSHA, or other governing rule or applicable law; by the Sponsor or anyone directly or indirectly employed by it or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense. The obligation of the Sponsor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including worker's compensation or other employee benefit acts provided by the Sponsor.

Company Title/Name: _____

Name: _____ Signature: _____
Original Signature Required

Date: _____

Name of Event: _____

Please sign, date and return to:

**Town of North Castle, Town Clerk's Office
15 Bedford Road
Armonk, NY 10504**

TOWN OF NORTH CASTLE

Contract

I, the undersigned ("Applicant"), in consideration for the issuance of a Filming and Photography Permit by the Town of North Castle, do hereby agree as follows:

1. Applicant shall comply with the requirements of the Town Code of the Town of North Castle, and any conditions established by the Town Board, if applicable, or the Town Clerk of the Town of North Castle, insofar as the Applicant's performance of the permitted work/operations.
2. Applicant has secured insurance coverage that is now in force and will remain in force throughout the duration of the permitted work which satisfies the following minimum requirements:
 - (a) Provides commercial general liability coverage of at least \$1,000,000.00; per claim/occurrence and \$2,000,000.00 aggregate.
 - (b) Provides Worker's Compensation coverage of at least equal to the NY State statutory requirements [if applicable]
 - (c) Covers all hazards likely to arise in connection with the permitted work;
 - (d) Includes a waiver of subrogation in favor of the Town of North Castle; and agents, assigns, officers, employees, volunteers and representatives
 - (e) Provides additional insured status to the Town of North Castle and agents, assigns, officers, employees, volunteers and representatives until such time as the permitted work is completed; and
 - (f) Provides coverage to the Town of North Castle that is primary and non-contributory.

TOWN OF NORTH CASTLE

[Applicant]:

By: _____
Alison Simon, Town Clerk

Dated: _____

By: _____
[Authorized Signature]

Print Name:
Title:

Dated: _____