

Village of Warwick

Film Permit Application

77 Main Street/P.O. Box 369
Warwick, New York 10990
PHONE: (845) 986-2031
FAX: (845) 986-6884

Thank you for choosing the Village of Warwick for the site of your commercial production. The Village of Warwick encourages the motion picture and television industries to utilize the scenic beauty and variety of backdrops afforded in this majestic setting in the Hudson Valley.

Date Received: _____

Permit #: _____

Staff Initial: _____

Issue Date: _____

Important: A film permit is required when commercial filming is conducted on Village of Warwick (public) property, including streets, facilities (including parks), and residences owned and/or controlled by the Village of Warwick.

Film permit fee: \$250, Non-Refundable
Additional fees to be collected after application review.
Ex. Refundable Security Deposit. See attached schedule of fees.

Please complete the information below.

CONTACT INFORMATION

A. Applicant Information

First Name: _____ Last Name: _____

Title: _____ Organization: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

B. Production Company Information

Company Name: _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Email:** _____

C. Contact for Person(s) in charge of Production

First Name: _____ **Last Name:** _____

Title: _____ **Organization:** _____

Street Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Number: _____ **Email:** _____

PRODUCTION DETAILS

Production details that include the following information may be provided on the attached template. Indicate any additional attachments and support materials, as appropriate.

- A. List all the street address(es) of the location(s) at which filming will take place.
- B. The dates and hours during which filming activity will occur and whether exclusive use is required.
- C. Provide a clear description of the subject matter of the production, including a detailed synopsis of the scenes being filmed in the Village of Warwick.
- D. An estimated number of people, including cast and crew, to be involved.
- E. List of equipment, including generators, if any.
- F. Number and type of vehicles.
- G. List of any animals, pyrotechnics, hazardous chemicals, demolition of buildings or structures and/or use of residential vehicles proposed to be used and a safety plan to be used by the applicant in the event such items are used during the production.
- H. Parking plan and indication of whether parking permits will be requested (see attached parking maps for use).
- I. Plan to minimize disruption of community, traffic, and parking.
- J. Requests for Village services and equipment, including, but not limited to, signs, barricades.

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PRODUCTION DETAILS TEMPLATE

Provide one copy per location. Please use as many copies as needed and attach to the film permit application. Use attachments as needed.

Location #	
A. Address	
B. Dates and times	
Is exclusive use of this property required? Y / N. Explain	
C. The subject matter of the production and description of scene(s) being filmed in the Village.	
D. Number of persons in cast and crew	
E. List of equipment.	
F. Number and type of vehicles	
G. List of any animals, pyrotechnics, hazardous chemicals, demolition of buildings or structures and/or use of residential vehicles proposed to be used. If any, attach a safety plan	
H. Parking plan and indication of whether parking permits will be requested (see attached parking maps for use)	
I. Plan to minimize disruption and traffic	
J. Village services requested (see attached fee schedule)	

Please list attachments included	
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INDEMNITY

The Permittee expressly agrees that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Village of Warwick, the Permittee shall indemnify and hold harmless the Village, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the Permittee's negligent acts or omissions or negligent acts or omissions of third parties under its direction and control which are reasonably related to the Permittee's rights and obligations under this Permit; and that except for damage contributed to, caused by or resulting from the negligence of the Village, to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Permittee's indemnification obligation herein and to bear all other costs and expenses related thereto.

In addition to and not in limitation of foregoing, the Permittee in its own name and naming the Village of Warwick as additional insured, shall at the commencement of the term hereof, obtain and maintain in continuous effect for the term hereof, policies of insurance providing for the coverages and the limits and subject to the conditions set forth in the Standard Insurance Provisions, attached hereto and made a part hereof. The terms of Standard Insurance Provisions may be amended at the discretion of the Village of Warwick, as needed.

THE ATTACHED TERMS AND CONDITIONS AND INSURANCE PROVISIONS ARE INCORPORATED INTO THE PERMIT APPLICATION AND WILL CONSTITUTE A PART OF THE PERMIT WHEN SIGNED BY AN AUTHORIZED OFFICIAL OF MUNICIPALITY/COUNTY. BY SIGNING BELOW, PERMITTEE'S AGENT REPRESENTS THAT HE/SHE HAS ACTUAL AUTHORITY TO BIND PERMITTEE TO THIS AGREEMENT.

PERMITTEE

Name:	Title:
Signature:	Date:

VILLAGE OF WARWICK

Village Representative:	Title:
Signature:	Date:

PERMIT TERMS AND CONDITIONS

- 1) Use of Property/Grant of Rights: Municipality/County hereby grants to Permittee permission to enter upon and use locations described in the Production Details section of the Permit ("Property") for the limited purpose of shooting scenes for possible use in ("Picture"). Permittee, its licensees, assigns and successors shall be the sole and exclusive owner of all rights of whatever nature in and to the Picture and/or any photography or recording that takes place on the Property pursuant to the terms of this Agreement, including all copyrights, in perpetuity throughout the universe.
- 2) Term: The term of this Agreement shall be as set forth in the Production Details of this document.
- 3) Permit and Location Fee: In consideration for the granting of this Permit and for use of the location(s) described in the Production Details section of the Permit, Permittee shall pay to the Village of Warwick the sum of applicable fees for the services of the Village of Warwick as described in the attached Schedules for description of such services. Said sum shall be due and payable immediately upon execution of this Permit Agreement by Permittee.
- 4) Surrender of Premises/Overtime Charges: The Permittee agrees that upon the expiration or other termination of this Permit Agreement, they shall leave the Property and shall leave said Property in the same condition existing on the date hereof. Failure of Permittee to leave the Property upon expiration of this Permit shall result in an overtime charge of per hour, unless otherwise previously negotiated. Said overtime charge shall be calculated, due and payable to prior to Permittee's leaving of said Property. For purposes of this paragraph, this Permit shall expire at the date and time set forth on the first page of this Permit.
- 5) Cancellation Fees/Liquidated Damages: In the event Permittee, for any reason, is unable to use the Property on the specific dates and times provided for in this Permit Agreement and less than 24 hours cancellation notice has been given for any day of use, then Permittee shall pay to the Village of Warwick, or, if payment has already been made, then Village of Warwick shall retain, as liquidated damages, the sum of the next day the subject Property (or Properties) has been reserved for Permittee's use. Both the Village of Warwick and Permittee agree that said sum of per day represents a fair and reasonable estimate of the damages that the Village of Warwick would incur should Permittee fail to use the Property as provided herein.
- 6) Installation and Removal of Equipment: Permittee understands and agrees that any installation or removal of equipment used in connection with its production shall be completed during the hours of operation set forth herein.
- 7) Alterations: The Permittee shall not make any alterations, additions, or improvements to Village of Warwick property without the express prior written approval of an authorized official of the Village of Warwick.

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- 8) Exclusivity: This Permit allows for the Permittee's exclusive use of the designated property as described herein, unless otherwise indicated in this document. Any restrictions or exceptions to this clause may be documented in the attached Production Details, as needed.
- 9) Subject Matter: If it is discovered that Permittee has not fully described the subject matter of the production in its application or has been intentionally deceptive, it shall, without limiting any other damages to which the Village of Warwick may be entitled, be grounds for the termination of this Permit.
- 10) Local Code: At all times, the Permittee shall act in accordance with Chapter 66 Film (Appendix A) and Video Productions of the Village of Warwick General Code, and all other applicable local regulations.
- 11) Other Rules and Regulations: The Permittee shall, at its sole cost and expense, procure and maintain in full force and effect for the term of this Permit, all further permits, licenses and approvals required by any other governmental authorities having jurisdiction, required for the lawful conduct of its operations under this Permit. In addition, the Permittee shall comply with all applicable Federal, State and local laws, regulations and orders. The Permittee shall avoid adverse impacts to the peace and tranquility of residents neighboring the permitted location and this shall be considered an obligation of this Permit.
- 12) Conduct of Crew and Cast: Permittee shall control the conduct or demeanor of its officers, agents, employees, subcontractors, invitees or anyone else Permittee allows onto the Permitted Premises, while such persons are on Village of Warwick property, and shall insure that all such persons comply with all rules and regulations now or hereafter imposed by the Village of Warwick governing the use and conduct of its operations under this Permit, the directions of Village of Warwick authorities and the Warwick Police.
- 13) No Guarantee or Warranty: The Village of Warwick makes no guarantees or warranties, either express or implied, about the Property or any of the privileges or services provided under this Permit Agreement. As such Permittee agrees to accept same solely on an "as is" basis.
- 14) Permittee's Property: The Village of Warwick shall not be responsible for the safety or security of any property, materials or equipment used in connection with the Permitted Activities.
- 15) Prohibited Materials and Practices: The Permittee shall not use or store on or about Village of Warwick property, any pyrotechnics, fire effects materials, explosives, toxic or hazardous chemicals or substances, or flammables including, but not limited to gasoline, oils, turpentine or benzene or any other chemical, substance or material which may cause a hazard to the safety of persons or property, except as are ordinarily used on or in motor vehicles or electrical generators, if used solely for such purposes or unless specifically permitted to do so under the listing of Permitted Activities in this Permit. If the Permittee is expressly permitted to use pyrotechnics, fire effects material, materials that cause explosions, including simulated and other smoke effects using a substance with a flash point of less than 400

degrees Fahrenheit on the Permitted Premises under the terms of this Permit, the Permittee shall arrange the prior inspection and the supervision of such activities by the local Department, as a condition of the Village of Warwick's permission to use such materials.

- 16) Inspection: An authorized representative of the Village of Warwick shall be entitled to enter onto the Property which is the subject of this Permit for the purpose of inspecting, observing and monitoring any aspect of the operations to be conducted by the Permittee thereon for the purposes of compliance with this Permit. Permittee shall also allow inspection of same by any Federal, State, County or other municipal officer having jurisdiction. Additionally, representatives from the Orange County NY Tourism & Film Office are authorized to enter into the property which is subject to the permit.
- 17) No Lease: It is expressly understood and agreed that no real or personal property of the Village of Warwick is leased to the Permittee and the Permittee's privilege to use and occupy the property designated herein for the operation of this Permit shall continue only so long as the Permittee shall comply with each and every term and condition of this Permit Agreement, unless sooner revoked by a designated official of the Village of Warwick.
- 18) Assignment of Permit: Permittee may not assign, convey, sell, transfer (including, but not limited to an attempt to transfer this Permit pursuant to a sale or transfer of all or part of the Permittee's assets) or otherwise dispose of this Permit, without the Village of Warwick's written consent.
- 19) Construction/Venue: This Permit shall be construed in accordance with the Laws of the State of New York. Any actions brought by a Party to this Permit shall be brought in the Village of Warwick's Court and/or the Supreme Court of the County of Orange, Goshen, New York, unless on the basis of federal jurisdiction, in which case in the federal courthouse for the United States District Court for the Southern District of New York located in White Plains, New York.
- 20) No Agency: Nothing herein contained shall create or be construed as creating a co-partnership between the Village of Warwick and the Permittee or to constitute the Permittee as agent of the Village of Warwick. The Village of Warwick and the Permittee each expressly disclaim the existence of such a relationship between them.
- 21) Unauthorized Interference with Operations: Permittee understands and agrees that as a material element of this Permit, no activities over and above those which have already been agreed upon in this contract shall unduly impede or interfere with the normal operation of Village of Warwick facilities. Permittee's failure to comply with this provision may be grounds for the immediate termination of this Permit.
- 22) Copyrighted Materials: Permittee shall assume all fees, costs or other charges from the use of any patented, trademarked, franchised or copyrighted music, photography, materials, devices, processes, dramatic rights or any other type of intellectual property used or incorporated into the Picture by the Permittee, its employees, agents, contractors and subcontractors. In addition, Permittee shall indemnify, defend and hold harmless the Village

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of Warwick, its employees and agents for any unauthorized use or infringement of any such intellectual property by Permittee in connection with its activities under this Permit. Said obligation to defend and/or indemnify the Village of Warwick shall apply even if the allegations of infringement are false or without merit. Such duty to defend and indemnify the Village of Warwick shall survive the expiration or termination of this Permit Agreement.

23) Screen Credit: If possible, permittee agrees to acknowledge the support and assistance of the Village of Warwick and, if applicable, the Orange County NY Film Office in the "closing credits" of the film.

24) Force Majeure: Neither party shall not be deemed in breach of this Permit Agreement if it is prevented from performing any of its obligations hereunder by reason of acts of God, acts of superior governmental authority, strikes or labor disputes, floods, or any similar other circumstance not within its reasonable control.

BY SIGNING BELOW, PERMITTEE AGREES TO ALL TERMS AND CONDITIONS OF THE PERMIT AS DESCRIBED HEREIN AND AGREES TO ABIDE BY ALL APPLICABLE CODE OF THE VILLAGE OF WARWICK, AS WELL AS COMPLY WITH ALL APPLICABLE STATE AND FEDERAL REGULATIONS.

PERMITTEE

Name: _____ Title: _____

Signature: _____ Date: _____

VILLAGE OF WARWICK

Village Representative: _____ Title: _____

Signature: _____ Date: _____

STANDARD INSURANCE PROVISIONS

1. Permittee shall procure at its sole cost and expense insurance providing coverage to the Village of Warwick for claims for damage to property and personal injury, including death, which may arise from the conduct of the Permittee, its agents, employees, contractors and guests and for the performance of any services performed in conjunction with this Permit authorized by the Permittee.
2. Upon submission of a Film Permit Application and commencement of any activities under this Permit, the Permittee shall provide a current insurance certificate evidencing the following insurance coverage:
 - a. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the permittee hereby agrees to effectuate the naming of the Village of Warwick as an additional insured on the permittee's insurance policies.
 - b. The policy naming the Village of Warwick as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed in New York State.
 - State that the organization's coverage shall be primary and noncontributory coverage for the Village, its Board, employees and volunteers.
 - The Village of Warwick shall be listed as an additional insured by using endorsement CG 2026 or equivalent. A completed copy of the endorsement must be attached to the certificate of insurance.
 - At the Village's request, the organization shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, the organization will provide a copy of the policy endorsements and forms.
 - c. The permittee agrees to indemnify the municipality for any applicable deductibles and self-insured retentions.
 - d. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
 - e. Required Insurance - No less than the following:
 - i. General Liability Insurance: \$1,000,000 per occurrence/ \$2,000,000 aggregate
 - ii. Excess Insurance: \$3,000,000 each Occurrence and Aggregate. Excess coverage shall be on a follow-form basis.
 - iii. Property Damage: \$1,000,000 aggregate
 - iv. Bodily Injury: \$1,000,000 per occurrence
 - v. Fire Insurance: \$1,000,000
 - vi. Any activities involving stunts, vehicular damage, pyrotechnics, explosions, etc. may require additional insurance coverage. This

additional coverage will be negotiated prior to the signing of this contract and included here as Excess Insurance Provisions.

- f. User acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The user is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities. The failure of the Village to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the Village.
- g. The Village is a member/owner of the NY Municipal Insurance Reciprocal (NYMIR). The user further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the Village but also NYMIR, as the Village's insurer.
- h. Workers' compensation insurance: An applicant shall conform to all applicable federal and state requirements for workers' compensation insurance for all persons operating under a film permit.
- i. Hold-harmless agreement: Applicants shall execute a hold-harmless agreement as provided by the Village prior to the issuance of a film permit under this chapter wherein the applicant shall defend, hold harmless and indemnify the Village of Warwick against any and all claims, proceedings or action brought in connection with or as a result of the filming and/or recording activities.

FEE SCHEDULE

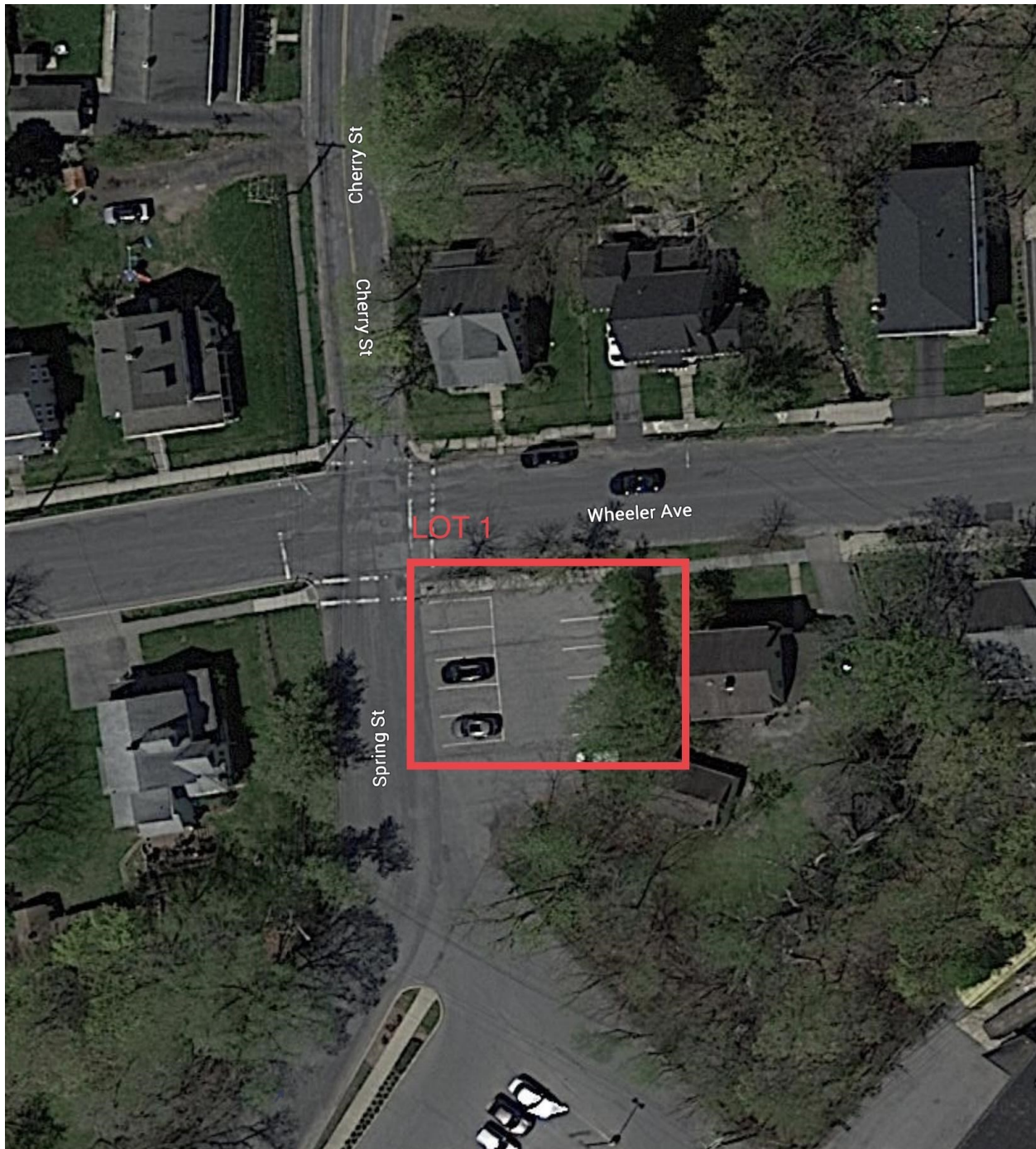
Category	Sub-Category	Type of Fee	Amount	Notes	Code Section
Film and Video Productions	Permit		\$250	See Film & Video Production Notes	66-7
Film and Video Productions	Security Deposit		\$5,000	See Film & Video Production Notes	66-7
Film and Video Productions	Shooting Fee	1 to 30 personnel	\$250/day	See Film & Video Production Notes	66-7
Film and Video Productions	Shooting Fee	30 to 60 personnel	\$500/day	See Film & Video Production Notes	66-7
Film and Video Productions	Shooting Fee	60 plus personnel	\$600/day	See Film & Video Production Notes	66-7
Film and Video Productions		Parking Lot Rental	\$500/day	See Film & Video Production Notes	66-7
Film and Video Productions		Street Closure	\$200/day	See Film & Video Production Notes	66-7
Film and Video Productions		Sidewalk Closure	\$100/day	See Film & Video Production Notes	66-7

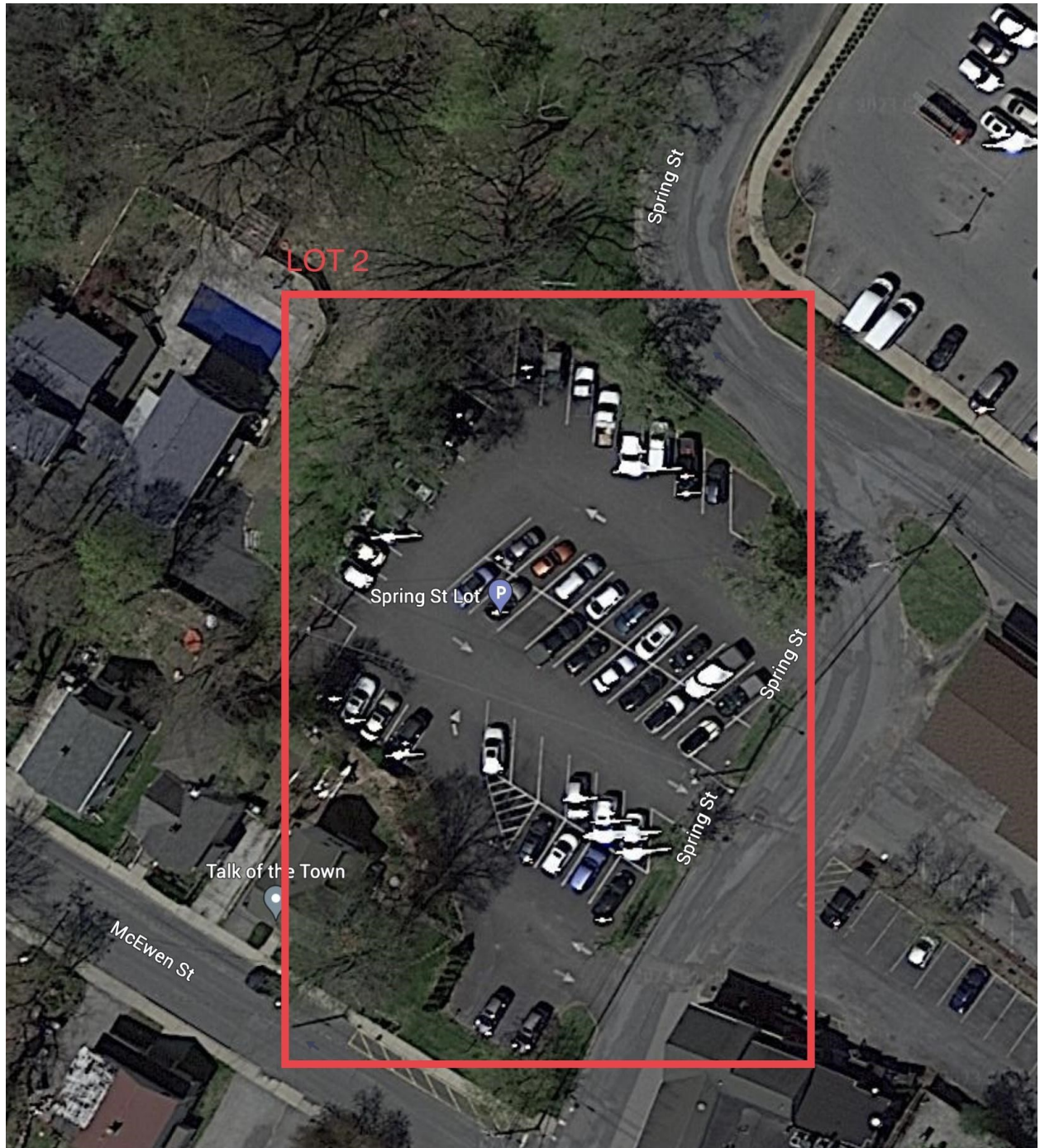
*The applicant shall be responsible for all out-of-pocket and administrative expenses associated with the application and filming including, but not limited to, police services, Fire Department services, emergency personnel and Department of Public Works expense.

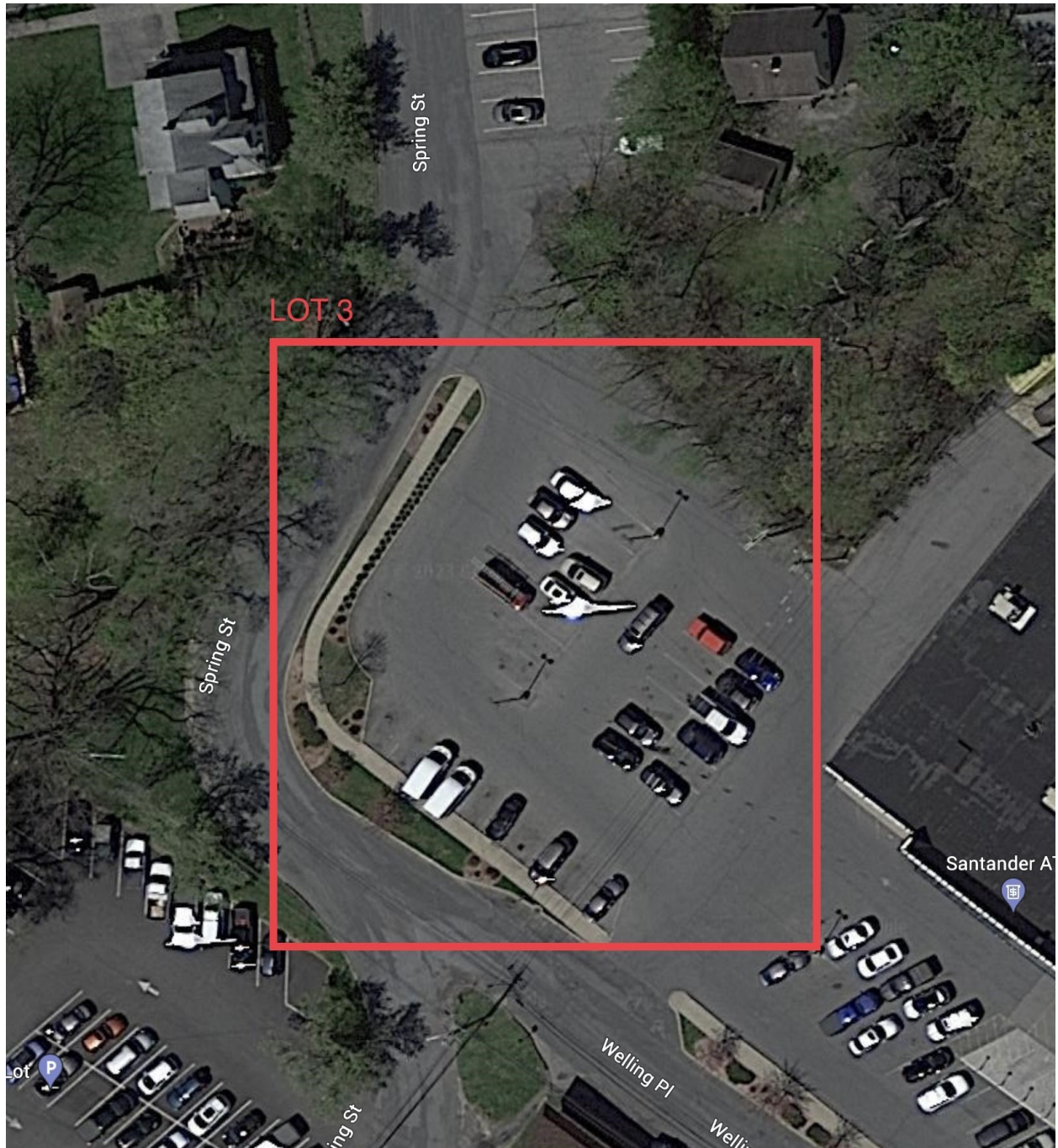
**A security deposit of \$5,000 will be required at time of application, which will be held in escrow and applied toward fees. The applicant shall replenish the escrow account upon demand by the Village.

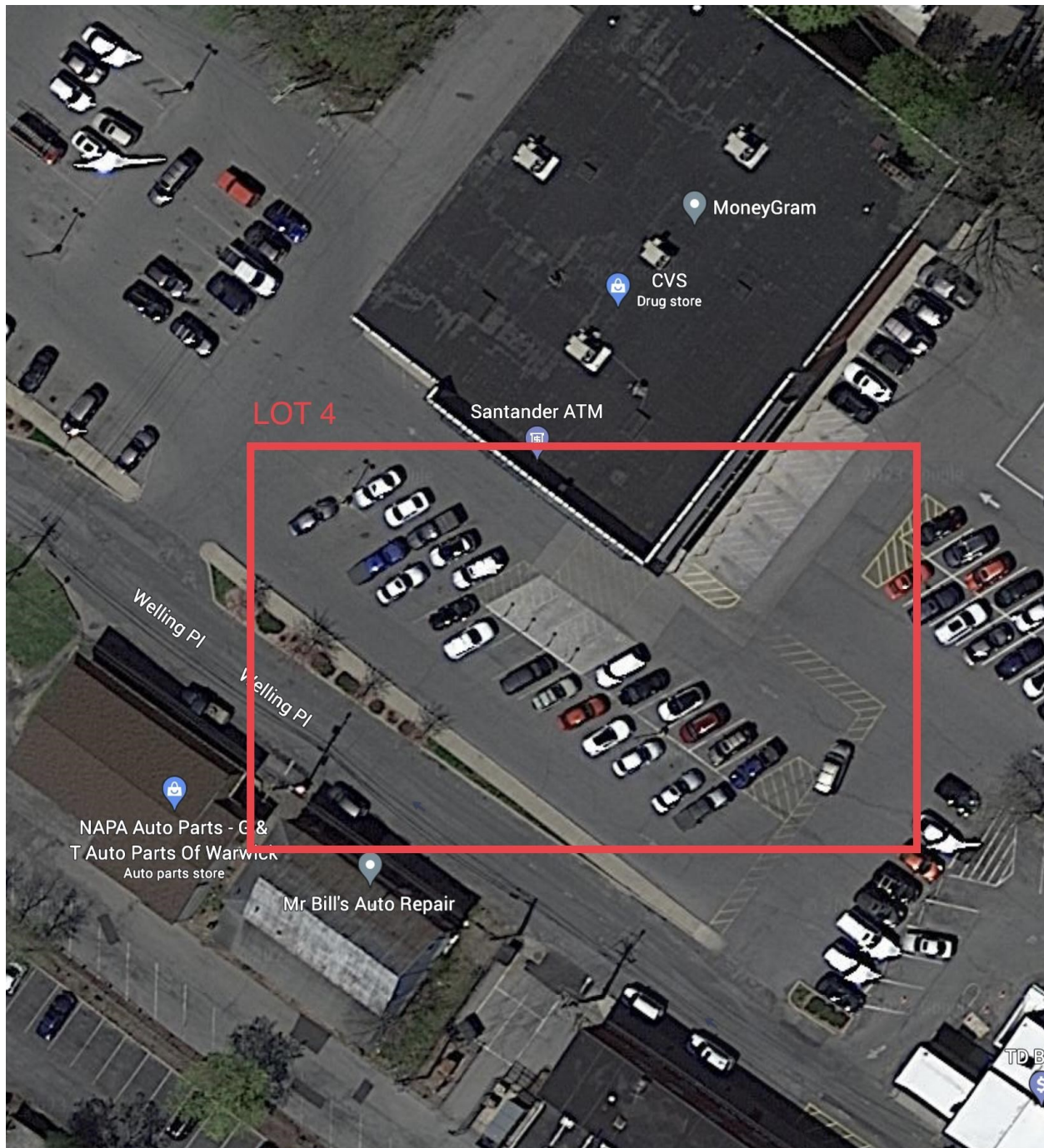
PARKING LOT MAPS



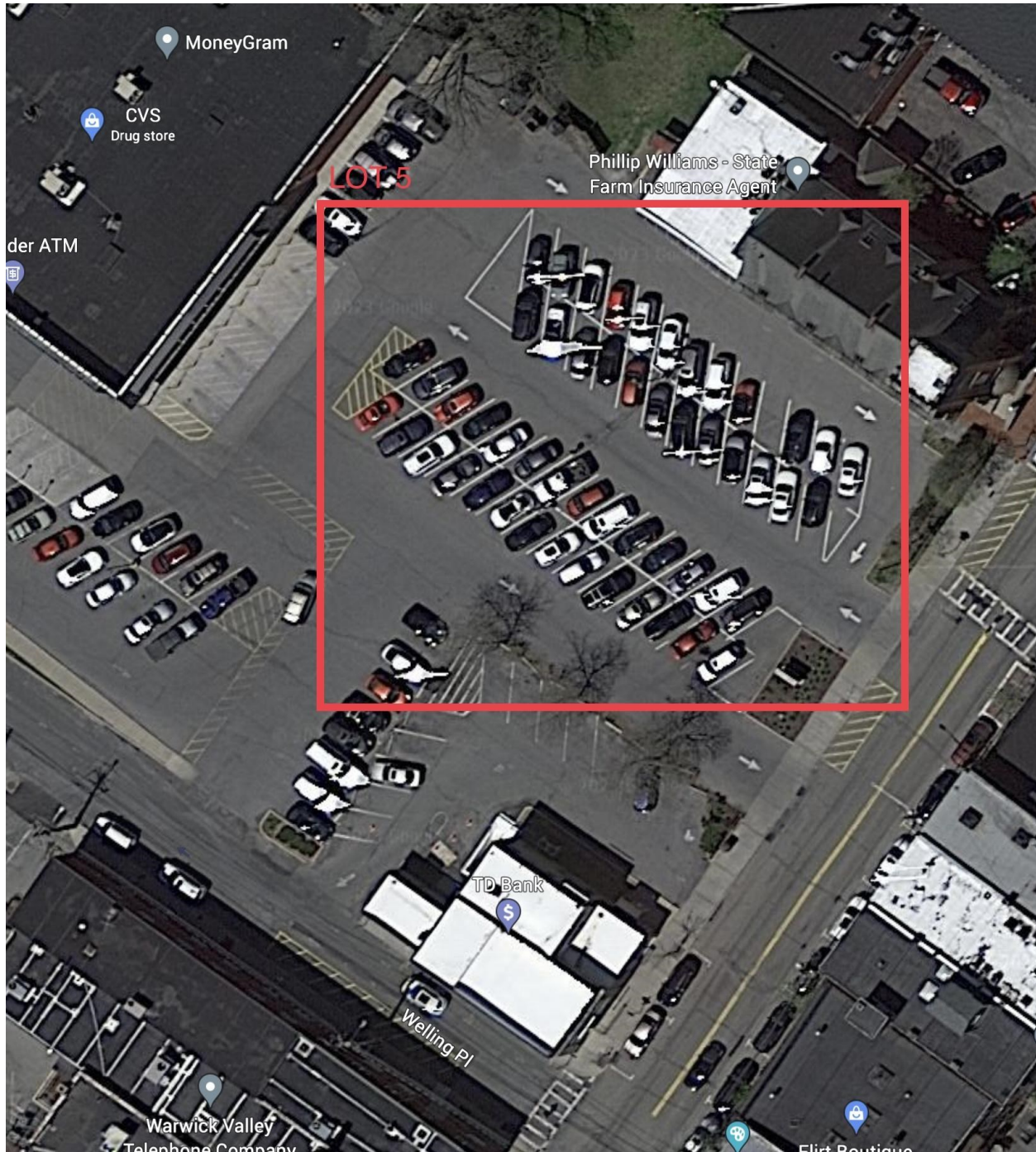




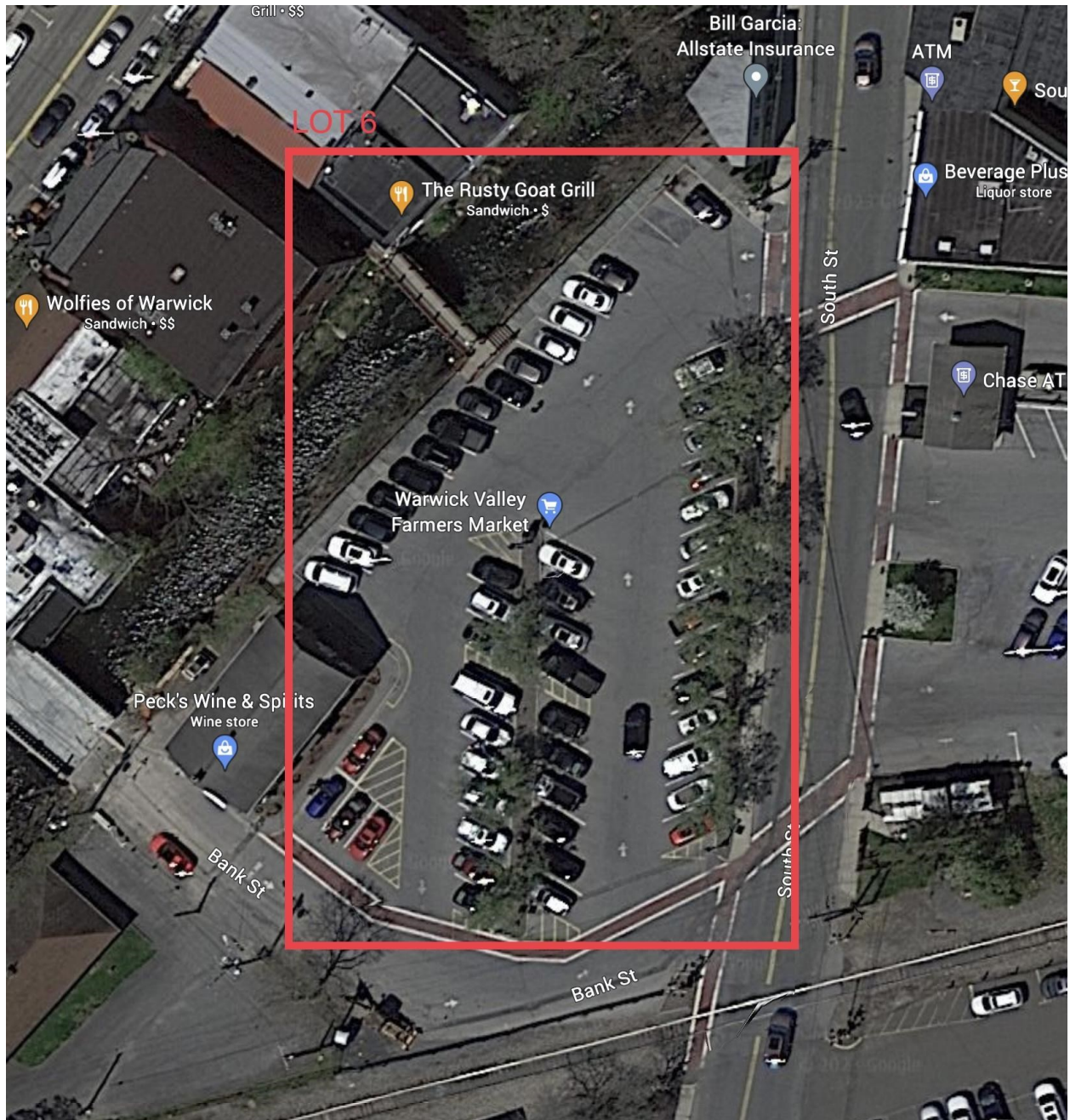




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APPENDIX A
CHAPTER 66 – VILLAGE CODE OF THE VILLAGE OF WARWICK
FILM AND VIDEO PRODUCTIONS

Chapter 66

FILM AND VIDEO PRODUCTIONS

§ 66-1.	Purpose.	§ 66-8.	Additional restrictions.
§ 66-2.	Definitions.	§ 66-9.	Authority to promulgate regulations; waiver of provisions.
§ 66-3.	Permit required; exemptions.		
§ 66-4.	Application requirements.	§ 66-10.	Permit revocation or suspension; appeals.
§ 66-5.	Insurance.	§ 66-11.	Penalties for offenses.
§ 66-6.	Filing of application; issuance of permit.		
§ 66-7.	Fees.		

[HISTORY: Adopted by the Board of Trustees of the Village of Warwick 2-5-2024 by L.L. No. 3-2024.¹ Amendments noted where applicable.]

§ 66-1. Purpose.

It is the purpose and intent of the Village of Warwick to encourage the motion picture and television industries to use the scenic beauty and variety of backdrops afforded in the Village of Warwick as locations for filming and/or videotaping for commercial production. It is the purpose and intent of this chapter to provide the means by which such activities may be reasonably regulated to preserve the public health and safety, to limit any unwelcome community disruption, and provide for the protection of property, to not unduly restrict such activities, and to maintain harmonious relations between the community and those engaged in such activities.

§ 66-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

APPLICANT — The term "applicant" as used in this chapter shall mean both the applicant for a film permit and the individual/entity to whom the film permit is issued.

CHARITABLE FILMS — Commercials, motion pictures, television, or videotapes produced by a nonprofit organization, which qualifies under Section 501(c)(3) of the Internal Revenue Code as a charitable organization. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films or tapes.

COMMERCIAL PURPOSES — For or contributing to a person or entity receiving a profit.

CONCERT FILMING — The filming a concert event for a not-for-profit or religious entity but shall not include activities occurring for businesses, corporations and for-profit entities that will be distributed, sold and/or broadcast for commercial purposes.

FILM COMMITTEE — The Mayor of the Village of Warwick, the trustee liaison to economic development and tourism, and a film office representative.

1. Editor's Note: This local law also repealed former Ch. 66, Film and Video Productions, adopted 3-17-2014 by L.L. No. 2-2014, as amended.

FILM OFFICE — The Mayor's designee responsible for routing and processing film permits.

FILM or FILMING or FILMING ACTIVITY — All activity in preparation of, and attendant to, staging, making, striking, filming or video recording commercial motion pictures, television shows, programs and commercials, including magazines or documentary programs.

NEWS MEDIA — The photographing, filming or videotaping for the purpose of spontaneous, unplanned television news broadcast or reporting for print media by reporters, photographers or camera operators.

PERSON — An owner of property or an applicant for a permit under this chapter.

PRIVATE PROPERTY — All areas within the Village of Warwick, including areas zoned for residential as well as business use not otherwise designated as public property.

PUBLIC PROPERTY — Any and every public building, street, highway, sidewalk or square, public park or playground or other public place within the jurisdiction and control of the Village.

STUDENT FILMS — Motion pictures, television programs or commercials produced to satisfy a course or curriculum requirement at an educational institution. The student filmmaker must supply proof that he/she is currently enrolled.

STUDIO — A fixed place of business where filming activities are regularly conducted upon the premises.

VILLAGE-PRODUCED GOVERNMENT ACCESS FILMS — Motion pictures or programs produced by or in association with the Village of Warwick. No person, directly or indirectly, shall receive a profit from the marketing and production of the film or from showing the films or tapes.

§ 66-3. Permit required; exemptions.

- A. Film permit required. No person shall, for commercial purposes, use any kind of property, facility, or residence herein or portion thereof owned and/or controlled by the Village of Warwick or affecting the general public to cause, direct or conduct filming activities as defined without first applying for and obtaining a film permit from the Mayor or his/her designee.
- B. Exemptions. The following activities shall not require an application or film permit under the provisions of this chapter:
 - (1) News media: reporters, photographers or camera operators in the employ of a newspaper, news service, or similar entity engaged in on-the-spot print media, publishing or broadcasting of news events concerning those persons, scenes or occurrences which are in the news and of general public interest. Reasonable effort should be made to notify the Village of Warwick two hours in advance of arrival, whenever possible. Notification should include phone and written notification.
 - (2) Family or personal use video: the filming or videotaping of motion pictures solely for private family use.
 - (3) Photographers engaged in still photography that requires the use of handheld cameras or cameras with a tripod only.
 - (4) Village-produced government access films.
 - (5) Filming on private property completed inside a privately owned and operated property limit, and is in alignment with other Village of Warwick General Code provisions. All effort should be made to notify the Village of Warwick two hours in advance of arrival, whenever possible. Notification should include phone and written notification. The Village of Warwick assumes no

liabilities.

- (6) Productions using hand-held camera, camera on tripod, hand-held props and/or hand-held equipment, not asserting exclusive use of Village property, not using prop weapons, prop vehicles, stunts, actors in police uniform and not requesting parking privileges for production vehicles. Standing on a Village sidewalk, walkway of a Village bridge or within a Village park while using a hand-held camera and not otherwise asserting exclusive use of public property. Such productions must notify the Mayor or designee of film activity. All effort should be made to notify the Village of Warwick two hours in advance of arrival, whenever possible. Notification should include phone and written notification.
- C. Free permits. A film permit application as required by this chapter shall be completed and submitted without a fee for the following activities:
- (1) Charitable films: projects that qualify under Section 501(c)(3) of the Internal Revenue Code.
 - (2) Student films.
 - (3) Concert film by a not-for-profit or religious entity.

§ 66-4. Application requirements.

The application for such film permit shall be made upon forms prescribed therefor by the Village and require, at minimum, the following information:

- A. The name, address, telephone number and email address of the applicant.
- B. The name, address and telephone number of the production company and the name, address and telephone number of the production company owner.
- C. The name, address, telephone number and email address of the person(s) in charge of the film production as the contact person.
- D. The dates and hours during which filming activity will occur.
- E. The street address(es) of the location(s) at which filming will take place.
- F. An estimated number of persons, including cast and crew, to be involved.
- G. A list of equipment and generators, if any, involved in the production.
- H. The number and type of vehicles involved in the production.
- I. A list of any historic or period vehicles or equipment that will be used in the production.
- J. A list of any animals, pyrotechnics, hazardous chemicals, and demolition of buildings or structures proposed for the production and a safety plan to be used by the applicant in the event such items are used during the production.
- K. A plan to minimize disruption of community, traffic, and parking.
- L. A list of any requests for Village services and/or equipment for the production, including, but not limited to, signs, barricades, and traffic control.
- M. Proof that written notice of the proposed filming/production has been provided to the Police

Department, and a statement of any assistance which is being requested from the Police Department.

- N. Applicants shall execute a hold-harmless agreement as provided by the Village prior to the issuance of a film permit under this chapter under which the applicant shall defend, hold harmless and indemnify the Village of Warwick against any and all claims, proceedings or action brought in connection with or as a result of the filming and/or recording activities.

§ 66-5. Insurance.

- A. Applicants for a film permit shall procure, at their sole cost and expense, insurance providing liability coverage to the Village of Warwick for claims for damage to property and personal injury, including death, which may arise from the conduct of the Applicant, its agents, employees, contractors and guests and for the performance of any services performed by the Village in regard to the production.
- B. Upon submission of a film permit application and, prior to commencement of any activities under the permit, the applicant shall provide the Village with a current insurance certificate evidencing an insurance policy naming the Village of Warwick as an additional insured issued by an A.M. Best rated "secure" or better insurer, licensed in New York State, stating that the organization's coverage shall be primary and noncontributory coverage for the Village, its Board, employees and volunteers.
- C. The insurance coverage provided by an applicant shall be in no less than the following:
- (1) General liability insurance: \$1,000,000 per occurrence/\$2,000,000 aggregate;
 - (2) Excess insurance: \$3,000,000 each occurrence;
 - (3) Property damage: \$1,000,000 aggregate;
 - (4) Bodily injury: \$1,000,000 per occurrence;
 - (5) Fire insurance: \$1,000,000.
- D. Any activities involving stunts, vehicular damage, pyrotechnics, explosions, etc., may require additional insurance coverage as determined by the Village. Such additional coverage shall be specified by the Village, in writing, prior to the issuance of the film permit.
- E. An applicant shall conform to all applicable federal and state requirements for workers' compensation insurance for all persons operating under a film permit.
- F. Failure of the applicant to obtain and maintain insurance as required herein constitutes a violation of this chapter and shall subject the applicant to liability for all claims and damages arising from actions taken under the film permit, including, but not limited to all claims, debts, dues, damages, fines, judgments and awards to which the Village may be subjected for issuance of the permit.

§ 66-6. Filing of application; issuance of permit.

- A. The application for a film permit shall be filed with Village Hall in completed form together with all applicable fees no less than 14 days' prior to the commencement of such filming activities, unless waived by the Film Committee.
- B. The issuing authority shall be the Film Committee. The Film Committee may grant, grant subject to conditions, or deny a permit in its sole and absolute discretion; provided that in the event that a permit is denied a written determination shall be provided to the applicant setting forth the reasons and grounds upon which the decision to deny the application was based.

- C. Any change in the applicant's planned activities as set forth in the film permit applications shall be submitted to the Mayor or his/her designee at least 24 hours in advance of the change and approved or denied in the same manner as the original film permit application.

§ 66-7. Fees.

- A. Fees applicable to applications for film permits shall be adopted by resolution of the Village Board. The said fees shall compensate the Village for its examination and processing of such application, and oversight of compliance with the terms thereof.
- B. Each film permit application shall be accompanied by the required fee at the time of its submission. Fees shall not be refundable in whole or in part.
- C. No film permit shall be issued to an applicant who has failed to pay any outstanding amounts due to the Village in regard to an application for or issuance of prior film permit until such outstanding amounts have been paid.

§ 66-8. Additional restrictions.

- A. The applicant shall, in the credits of the motion picture or television program, acknowledge the production was filmed in the Village of Warwick, New York.
- B. All filming activities, including setup and takedown activities, shall take place in the hours specified in the film permit.
- C. Filming and/or recording activities shall comply with all the requirements and standards of Chapter 94, Noise, and other chapters, as applicable, of the Village Code.
- D. The applicant shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use and the clean up of trash and debris. The area used shall be cleaned of trash and debris upon completion of shooting at the scene and restored to the original condition before leaving the site.
- E. Filming on private property must be conducted with the property owner's written permission, consent and/or lease for use of property not owned or controlled by the Village. No filming may take place on a property with open Zoning Code, Building Code, Property Maintenance and/or Fire Code violations.
- F. Filming and/or recording activities shall comply with all requirements of the New York State Vehicle and Traffic Law and Chapter 135, Vehicles and Traffic, and any other applicable chapters of the Village Code, except as follows:
- (1) The applicant shall obtain permission of the Mayor to park equipment, trucks, and/or cars in "no parking," "no standing" and "no stopping" zones and will provide the signage detailing the date(s) and time(s) of the filming and parking restriction and these signs shall be posted by the applicant at least 24 hours prior to parking vehicles or equipment.
 - (2) The applicant shall obtain the permission of the Mayor and Department of Public Works Supervisor to string cable across sidewalks, or from generator to service point. Such cable or electrical lines shall be marked, taped and/or secured to avoid creating a hazardous condition.
 - (3) The applicant shall furnish and install advance warning signs and any other traffic control devices required in order to take all appropriate safety precautions.

- (4) Traffic may be restricted to one twelve-foot lane of traffic and/or stopped intermittently. The period of time that traffic may be restricted will be determined by the Village, based on location.
 - (5) Traffic shall not be detoured across a double line without prior approval of the Village.
 - (6) Unless authorized by the Village, camera cars must be driven in the direction of traffic and must observe all traffic laws.
- G. Any emergency roadwork or construction by Village crews and/or private contractors, under permit or contract to the appropriate department, shall have priority over filming activities.
- H. An applicant shall be required to personally deliver or to mail a copy of the film permit or a letter of intent to film to all owners of real property located within 100 feet of the property line of the filming and/or recording site as shown on the latest assessment roll of the Town of Warwick assessor and to all owners of real property located on the same street as the filming and/or recording site who are located within 300 feet of a property line of such site at least two days for personal delivery or four days of postmarked delivery days for mailing prior to the first day of filming and/or recording. The Mayor may require notice to additional owners of real property in the vicinity if conditions of the filming and/or recording so require.

§ 66-9. Authority to promulgate regulations; waiver of provisions.

- A. The Film Committee may require additional information and impose conditions in furtherance of the findings and purpose of this chapter.
- B. The Film Committee may grant a waiver of a part or parts of this chapter for a particular filming and/or recording event on the committee's written finding that such waiver would be in the public interest of the surrounding neighborhood and/or Village as a whole.

§ 66-10. Permit revocation or suspension; appeals.

- A. Permit revocation. A film permit may be revoked by the Village film office if the applicant, or any agent, employee, or contractor of the applicant fails to comply with the requirements set forth in this chapter, or in the film permit, or if it is determined that the film permit application was false in any material detail.
- (1) Notice of the grounds for revocation of the film permit shall be provided, in writing, to the permit applicant or person in charge at the location of the filming activity.
 - (2) Appeals of the film permit revocation shall be conducted in the manner specified in this chapter.
- B. Permit suspension. The Town Police Department and/or Fire Department officers assigned to supervise the filming activity site may suspend the film permit if at any time the filming activity poses an immediate hazard to persons or property and the location manager will not, or cannot, prevent the hazard after being instructed to do so by the officer. The grounds for the film permit suspension shall be provided, in writing, by the Village film office to the applicant within two working days of the suspension.
- C. Appeals. The applicant may appeal a denial of a film permit, or a revocation, suspension, or permit condition. Such appeal shall be filed with the Village film office not later than five working days after the date written notice of the decision is made. Failure to timely file an appeal shall result in a waiver to the right to appeal. The appeal shall be reviewed by the Village Board of Trustees. The decision of the Village Board of Trustees shall be subject to judicial review pursuant to Article 78 of the New

York Civil Practice Law and Rules.

§ 66-11. Penalties for offenses.

- A. Each and every violation of this chapter shall be punishable by a fine of not less than \$250 and/or imprisonment not exceeding 15 days for each and every day a violation of this chapter is found to exist.
- B. The imposition of such fine and/or imprisonment shall not be the Village's exclusive remedy in the event of a violation and the Village shall have the right to pursue any and all other legal and equitable remedies available to it in connection with any violation of this chapter.