

VILLAGE OF RIVERSIDE

ADMINISTRATIVE PROCEDURES FOR COMMERCIAL FILMING/TAPING

I. PURPOSE

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

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

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

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

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

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

II. APPLICATION FEE

The Village of Riverside requires that a non-refundable application fee in the amount of \$500 dollars, made payable to the "Village of Riverside", accompany any application for commercial filming, photography or taping. The applicant further agrees to provide a minimum refundable \$15,000 damage deposit prior to commencement of the project.

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

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

III. USE OF VILLAGE PERSONNEL/EQUIPMENT

The producer agrees to pay for the costs of any Police, Fire, Public Works or other Village/ personnel or equipment assigned to the project (whether specifically requested by the producer or not) at a rate set forth in Section 8-2-24 of the Village Code of the Village of Riverside. Checks should be made payable to the "Village of Riverside".

IV. USE OF VILLAGE PROPERTY*

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

- A. Total or disruptive use (regular operating hrs) of a public building = \$825/per day
- B. Partial non-disruptive use of a public building = \$510/per day
- C. Total closure of public street or right-of-way = \$80/per hour
- D. Partial closure or obstruction of public street or right-of-way = \$40/per hour

These fees are subject to change without notice.

V. CERTIFICATE OF INSURANCE

The producer shall attach a certificate of insurance, naming the Village of Riverside as an additional insured, in the amount of \$1,000,000 general liability, including bodily injury and property damage, and automobile liability (if applicable) in the amount of \$1,000,000 including bodily injury and property damage. The Village of Riverside, its corporate authorities, elected officials, officers, boards, commissions, attorneys, employees and agents shall be named as additional insureds with respect to any and all claims that arise out of or are in any way related to the operations of the applicant while present in the Village of Riverside in connection with the commercial filming, photography or taping activities within the Village for which a permit is issued.

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

VI. HOLD HARMLESS AGREEMENT

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

VII. MISCELLANEOUS

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

VIII. APPROVAL

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

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

Signed: _____

Title Date

Approved:

Village Manager Date

Code of Conduct

To Production Companies:

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

To the Public:

If you think the production company is not adhering to the following Code of Conduct, please call the Office of the Village Manager at (708) 447-2700.

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

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

2. Production vehicles arriving on location in or near a residential neighborhood should enter the area at a time no earlier than stipulated in the permit, and park one by one, turning off engines as soon as possible. Cast and crew shall observe designated parking areas.
3. When a production pass identifying an employee is issued, it should be worn at all times while at the location.
4. The removal, moving, or towing of public vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
5. Production vehicles should not park or block driveways without the express permission of the municipal jurisdiction or the driveway owner.
6. Cast and crew meals should be confined to the area designated in the location agreement or permit. Individuals must eat within their designated meal area, during scheduled crew meal times. All trash must be disposed of properly upon completion of the meal.
7. Removal, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.

8. Proper receptacles must be utilized for all disposal paper goods and utensils used during the course of the working day.
9. All signs erected or removed for filming purposes will be removed or replaced upon completion of a specified location unless otherwise stipulated by the location agreement or permit. All signs posted to direct the company to various locations should be removed at the conclusion of the filming and/or taping.
10. The company should keep noise levels as low as possible.
11. Articles of clothing that do not display common sense and good taste should not be worn by crewmembers. Shoes and shirts should be worn at all times, unless otherwise directed.
12. Crewmembers should not display signs, posters or pictures on vehicles that do not reflect common sense or good taste (i.e., pin-up posters, etc.).
13. No trespassing onto adjacent neighbors' or merchants' property is allowed; the crewmembers must remain within the boundaries of the property that has been permitted for filming.
14. The cast and crew should not bring guests or pets to the location, unless expressly authorized in advance by the company.
15. All catering, crafts service, construction, strike and personal trash must be removed from the specified location.
16. Designated smoking areas must be observed and cigarettes must be extinguished in appropriate containers.
17. Cast and crew must refrain from the use of lewd or improper language within earshot of the general public.
18. The company should comply at all times with the provisions of the filming permit.

**APPLICATION FOR
COMMERCIAL FILMING/PHOTOGRAPHY/TAPING IN THE
VILLAGE OF RIVERSIDE
RIVERSIDE, ILLINOIS**

(Date)

Enclosed is the application to film _____
in the Village of Riverside.

I. BACKGROUND

1. Information:

Name of Production Company: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____ Fax Number: _____

Pager Number: _____

Name of Producer: _____

Phone Number: _____

Name of Director: _____

Phone Number: _____

2. Name of Location Coordinator (if such person does not reside within fifty [50] miles of the Village of Riverside, identify Illinois Film Office representative as well):

Phone Number: _____ Fax Number: _____

Pager Number: _____

Address: _____

3. Type of production: (i.e., commercial, feature film, film scene, training film, etc.):

4. Production schedule (dates and times): _____

5. Allowances for weather or other conditions beyond producer's control will be made after consultation with the Village Manager's office.

6. Proposed location(s) of production: _____

7. General description of script or content of production as well as any special effects:

8. Anticipated need for Village personnel, equipment, and/or property: _____

9. How many days and what hours will the company be in Village/building/site?

10. Will there be an advance group coming in to prepare the site for the film crew?

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

12. Is an assembly or staging area required for equipment or personnel? _____

13. Where will the production vehicles park? _____

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

15. Will there be alterations to the property? _____

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

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

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

19. How soon will things be restored if necessary? _____

II. Insurance

The applicant shall attach a certificate of insurance, naming the Village of Riverside and its corporate authorities, officers, officials, boards, commission, employees, attorneys, agents, and representatives as additional insured, in the amount of \$1,000,000 general liability, including bodily injury and property damages, and automobile liability (if applicable) in the amount of \$1,000,000 including bodily injury and property damage. Such certificate shall include the following language: "The Village of Riverside, its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents, and representatives are made additional insureds with respect to any and all claims which arise out of, or are in any way related to, the operations of [the film maker] while present in the Village of Riverside."

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

Certificate attached _____

(Initials)

III. Discussion with Property Owners

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

Report attached _____
(Initials)

IV. Hold Harmless Agreement

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

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

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

The Company further agrees that to the extent that money is due the Company by virtue of this contract as shall be considered necessary in the judgment of the municipality, may be retained by the municipality to protect itself against said loss until such claims, suites, or

judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the municipality.

Signed: _____

Title

Date

V. Miscellaneous

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

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

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

Signed: _____

(print name)

Title

Date

Approved:

Village Manager

Date

8-2-24: COMMERCIAL FILMING AND TAPING ACTIVITIES:

(A) Permit Required:

1. Application: The Village Manager may authorize the use of any street, right of way, or public building, equipment or personnel for commercial uses in the filming or taping of movies, television programs, commercials, or training films and related activities. In conjunction with these uses, the Village Manager requires that any or all of the conditions and/or remunerations as specified on the application be met as a prerequisite to that use. The application "Exhibit A" must be filed with the Village Manager within the following time lines:

Feature films – fourteen (14) days prior to filming.

Episodic television – seven (7) days prior to filming.

Commercials – three (3) days prior to filming.

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

The applicant shall agree to allow the respective Village departments (i.e., Police, Fire, Building) to inspect all structures and/or devices and equipment to be used in connection with the filming and taping if required by the Village Manager.

2. Investigation: The Village Manager shall refer the application to the Police Department and to the Fire and building departments, as deemed necessary, for investigation.
3. Time Limits On Activity: The Village Manager may restrict or limit the time for filming, taping or photographing activities during rush hour traffic or during periods when schools or churches are in session within the affected area, or whenever, in his judgment, circumstances warrant such limitation. The Village Manager and a representative of the filming company shall agree to a time daily past which no filming shall occur. The filming company shall be fined at a rate established by the Village Manager for any filming that occurs past the agreed upon time. Only one filming or taping production shall be authorized in the Village on any given day. The Village restricts the commercial filming of the exterior or interior of any single private

residence to less than ten (10) days per calendar year unless the express written permission of the Village Manager is given.

4. Report Of Vehicles And Equipment: The applicant shall provide a report listing the number of vehicles and types of equipment to be used during the filming or taping, including the proposed hours of use and the proposed parking locations. All such parking locations shall be reviewed and approved by the Village Manager prior to their use. Every applicant shall pay the full daily rate for every metered or permit parking space occupied by any vehicles and equipment. Equipment nonessential to actual filming should be kept at a project base camp which will be determined in conjunction with the Village Manager's office.
5. Village Control Over Public Streets, Buildings And Filming Activities: The Village shall have full and complete control over the use of public streets and buildings of the Village while being used for filming, taping or photographing activities, as well as control over the hours of production and the general location of the production. The Village reserves the full and absolute right to prohibit all filming or to order cessation of filming if determined to be detrimental to the public health, safety and welfare, and the applicant shall acknowledge its understanding and agreement of these Municipal powers as part of the application.
6. Termination Of Permit: Any permit issued herein may be terminated by the Village Manager in the event of a violation of any of the conditions and requirements established by the Village Manager pursuant to this Section, or of any traffic law or other Village regulation, or of a deviation in the production schedule, number of vehicles, equipment location or any other information furnished by the applicant with respect to the permit application.
 - (B) General And Automobile Liability Insurance Required: The applicant shall furnish the Village Manager with a certificate of liability insurance naming the Village, its agents, officials and employees as additional insureds with respect to the particular commercial filming, photography or taping activity for which a permit is sought, in the general liability amount (and automobile liability amount, if applicable) of one million dollars (\$1,000,000.00) for bodily injury or death to any person or for damage to any property from any occurrence arising out of or in any way related to the applicant within the Village. The applicant shall also submit to the Village Manager proof of the appropriate workmen's compensation and employer's liability insurance in force with respect to employees of the applicant.

(C) Hold Harmless And Indemnification Agreement: In addition to the insurance requirement, the applicant shall enter into a hold harmless and indemnification agreement, on the form as provided by the Village Manager, to hold the Village harmless, defend and indemnify the Village with respect to any loss, judgment, damages, costs and expenses, settlement and compromises, claims and causes of action of every kind or nature, arising out of or in connection with the commercial filming, photography or taping activities within the Village for which a permit is issued.

(D) Fees And Remuneration For Use Of Public Property/Personnel/Equipment: The applicant shall pay the following permit fees and costs for use of public buildings and areas, and Village personnel, vehicles and equipment. The fee for processing the permit provided in this Section shall be five hundred dollars (\$500.00) and shall be nonrefundable. In addition, the cost of use of police, public safety, public works or other Village personnel assigned to the permit activity (whether requested by the applicant or not) shall be:

Department	Hourly Rate
Village Administration & Finance Department	
Village Manager	\$350
Executive Assistant	\$290
Village Attorney	\$350
Department Head	\$290
Supervisory Personnel	\$190
Clerical/Support Staff	\$190
Police Department	
Command Staff (Deputy Chief, Lieutentants)	\$240
Sergeants	\$190
Patrol Officers	\$160
Support Staff	\$140
Vehicles	\$50

Fire Department

Command Staff (Deputy Chief)	\$240
Lieutenants	\$190
Fire Medics	\$160
Support Staff	\$140
Light Vehicles	\$60
Ambulance	\$110
Fire Truck/Engine	\$460

Public Works Department

Supervisors	\$190
Maintenance Workers	\$140
Light Trucks	\$60
Medium Trucks	\$90
Heavy Trucks, Street Sweeper	\$130

The rate for use of public property shall be determined by the Village Manager according to the extent of such use as follows: for total or disruptive use of a public building during regular operating hours, eight hundred and twenty-five dollars (\$825.00) per day plus seventy dollars (\$70.00) per hour for each hour or part thereof beyond regular operating hours; for partial, non disruptive use of such public building, five hundred ten dollars (\$510.00) per day plus thirty five dollars (\$35.00) per hour for each hour or part thereof beyond regular operating hours; for total closure of a public street, park area or right of way, eighty dollars (\$80.00) per hour; for partial closure or obstruction of such public street, park area or right of way, forty dollars (\$40.00) per hour. Applicant will be responsible for obtaining permission from BNSF if filming on rail tracks is requested and providing any required flagmen and/or road signage. Applicant will assume full responsibility for notifying residents, business owners, or other affected individuals within the two hundred (200) yard area of the proposed filming activity. The notification shall include a resident acknowledgement document. Residents will sign off on this document stating that they either approve or disapprove of the proposed activity and the hours involved. Seventy five percent (75%) of residents within the two hundred (200) yard area must give their approval before a project can commence.

The Village Manager may waive part or all the fees for a nonprofit organization at his or her discretion.

- (E) Surety Bond Required: In addition to the foregoing requirements, the applicant shall, as a part of his application, deposit with the Village Treasurer cash or a surety bond in the amount of one thousand dollars (\$1,000.00) as security for the payment of any damage which may result to such public way, public park or public building by reason of the applicant's use of the same pursuant to a permit to be issued herein. Any part of said deposit not needed or used to repair, replace or restore damage so occasioned to public property by the applicant at the end of the permit period shall be returned to the applicant within ten (10) days after the expiration date. The surety bond is required before a permit can be issued.

- (F) Village Recognition: The Village shall be duly recognized in the publication of any film, tape or periodical, which includes therein public buildings or public areas of the Village. (Ord. 2282, 4-19-1999)