



## FILM PERMIT APPLICATION

To request a Film Permit to use the City of Syracuse’s property (inclusive of all public right-of-ways), complete the following application.

Note:

- A Film Permit shall not be valid until and unless it has been signed by the City Representative and shall contain the General Terms and Condition as follows.
- A Film Permit may be revoked at any time by the City of Syracuse.
- All required insurance certificates shall be received by the City not less than 10 business days before the earliest date specified in the Application for Permit. Failure to do so may result in revocation.

Date of Application: \_\_\_\_\_

Project Title: \_\_\_\_\_

Production Company: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Business Street Address: \_\_\_\_\_

Insurance Carrier: \_\_\_\_\_

Contact Person/Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Describe the Project and its subject matter:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If this does not provide adequate room for a description, use additional sheets that will be incorporated into this application.

Are there extra sheets? \_\_\_\_\_ How many pages? \_\_\_\_\_

List the locations requested under this Application and provide an approximate shooting schedule.

Location (Building Name/Address)	Activity (Special Effects)	Date	Start Time	End Time	Notes

If this does not provide adequate room for the shooting schedule, use additional sheets that will be incorporated

into this application. Are there extra sheets? \_\_\_\_\_ How many pages? \_\_\_\_\_

Estimated number of cast and crew? \_\_\_\_\_ Estimated number of vehicles? \_\_\_\_\_

Will any of the following be used? Describe the use.

\_\_\_ Physical Stunts    \_\_\_ Live Animals    \_\_\_ Child Actors    \_\_\_ Gunfire    \_\_\_ Aircrafts

\_\_\_ Drones    \_\_\_ Fire/Fireworks    \_\_\_ Vehicle Stunts    \_\_\_ Other

\_\_\_ Pyrotechnics (please note this requires a separate permit)

---



---



---

If this does not provide adequate room for a description, use additional sheets that will be incorporated into this

application. Are there extra sheets? \_\_\_\_\_ How many pages? \_\_\_\_\_

Will vehicles or large equipment be used on site? Provide estimated numbers of each.

\_\_\_ Jib Arm    \_\_\_ Equipment Trailer    \_\_\_ Tents    \_\_\_ Dolly/Dolly Track

\_\_\_ Cars    \_\_\_ Equipment Trucks    \_\_\_ Vans    \_\_\_ Motor Homes/Dressing Rooms/Trailers

\_\_\_ Other

If "Other," please describe below.

---



---



---

If this does not provide adequate room for a description, use additional sheets that will be incorporated into this

application. Are there extra sheets? \_\_\_\_\_ How many pages? \_\_\_\_\_

Will road closures or traffic control be needed? If so, explain.

---

---

---

Will parking spaces be needed? If so, explain.

---

---

---

Does this Application include a request for use of City materials, equipment, or personnel? If so, explain.

---

---

---

What utilities are needed?

---

---

---

How will the production company provide security?

---

---

---

THIS FILM PERMIT, by and between the CITY OF SYRACUSE, a municipal corporation of the State of New York, and

\_\_\_\_\_ (“Licensee”):

NOW, THEREFORE, the terms of the Film Permit are as follows:

**GENERAL TERMS AND CONDITIONS**

**1. Film Permit: License Granted**

If signed by the City Representative below, such signature demonstrates the City’s authorization and permission for the Licensee to enter upon the premises or public right-of-way (collectively “Premises”), and to occupy the areas set forth in the Application for Permit, where such document is incorporated within this Film Permit and made a part hereof, subject to any restrictions stated below or provided by attachment(s) hereto: (if no restrictions, strike this area through. If restrictions are attached on additional documentation, write “see attachment(s)”).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The specific responsibilities and limitations of the license granted and privileges extended to Licensee are more fully set forth below within this Film Permit.

Licensee may only use the Premises consistent with the project scope described within the Application for Permit. Any other use shall not be authorized and may result in immediate revocation of the Film Permit.

Licensee has provided information to define the scope of the film project in connection with its Application for Permit. By accepting the Film Permit from the City, Licensee acknowledges that the information is true and accurate to the best of its knowledge and that any inaccurate statement could result in immediate revocation of the Film Permit.

Licensee bears all responsibility for loading equipment into and out from the Premises. Licensee shall remove all of its materials from the Premises and shall return the Premises to the same condition as it was delivered to the Licensee for its use, reasonable wear and tear expected. Licensee accepts the Premises “as is,” without any guarantee or warranty, either express or implied, about the Premises and its fitness or suitability for any particular use.

Licensee shall not make any alterations, additions, or improvements to the Premises without the prior written approval of the appropriate City department head and/or official having control or jurisdiction over such property.

Licensee shall not use or store on or about the Premises any pyrotechnics, fire effects, materials, explosives, toxic or hazardous chemicals or substances, flammables, or any other object or material that may be deemed a risk or hazard to the general public.

Licensee shall not interfere with the normal operation of the City’s facilities, unless expressly provided otherwise within the Application for permit or stated below: (if not applicable, strike this area through. If restrictions are attached on additional documentation, write “see attachment(s)”).

---

---

---

Licensee shall control the conduct and demeanor of its officers, agents, employees, subcontractors, or invitees within the Premises, insuring that such persons comply with all applicable laws, rules, statutes and regulations and with the terms and conditions of this Film Permit.

If Licensee is a student affiliated with a College or other educational institution, Licensee shall present to the City a letter from the educational institution, on letterhead, and a copy of the student's school ID. Such letter shall confirm that the student is enrolled with a film course or otherwise affiliated with the educational institution and shall state that the educational institution's insurance will cover the student's film project. In such instance, the permit will be issued to the school as Licensee and the student will be the contact.

The Licensee shall provide adequate, visible notice in the form of signs or other clear markings to the community for the entire duration of the filming process. These markings shall indicate to the community that there is a film shoot in process, and they should not be alarmed by actions or the use of weapons during the filming.

## **2. Reservation of Rights**

No property rights are conveyed to Licensee through this Film Permit, as such is a license only. The City reserves the right to enter upon and occupy the Premises at all times.

City shall bear no responsibility for the safety or security of any property, materials, or equipment used by Licensee in connection with this Film Permit.

## **3. Term of License**

This license shall be in effect from as stated on the Application for Permit, or until revoked by the City, whichever is earlier, subject to any restrictions stated below: (if not applicable, strike this area through. If restrictions are attached on additional documentation, write "see attachment(s)")

---

## **4. Compensation**

As compensation for the use of the City's property granted within this Film Permit, Licensee agrees to include the logo of the City of Syracuse within the credits.

Licensee further agrees to reimburse the City for any costs actually incurred by the City associated with this Film Permit.

## **5. Governmental Compliance: Licenses and Permits**

Licensee shall comply in all respects with all applicable law.

The licensee shall be responsible for collecting and remitting to the proper government entity all taxes arising from the services provided under this license, including sales and use taxes.

Licensee shall obtain at its sole cost and expense all licenses or permits for the use of the City's property as contemplated under this license, if any are necessary, prior to the commencement of operations. Failure to adhere to the terms of this provision may result in summary revocation of this license without recourse on the part of the Licensee.

Licensee shall be responsible for coordinating with other municipalities affected by proposed filming, including, but not limited to, those agencies having control of coordinating street closings, and providing notifications to law enforcement agencies, first responders, as may be required by applicable law.

Licensee shall assume all responsibility for obtaining the proper permissions to use patented, trademarked, franchised, or copyrighted materials or any other type of intellectual property associated with the film produced in connection with this Film Permit.

## **6. Assignment**

Licensee agrees that it shall not assign, transfer, convey, subcontract, or otherwise dispose of this license or Licensee's responsibility to perform under this license or Licensee's right, title, or interest in and/or to the same, nor any part thereof, without the prior express written consent of the City of Syracuse.

## **7. Status of Licensee**

For the purposes of this license, neither Licensee nor the employees and agents of Licensee shall be permitted to hold themselves out as or claim to be officers or employees of the City, and such persons shall be prohibited from making a claim for and shall not be entitled to, workers' compensation coverage, medical, and unemployment benefits, social security, or retirement membership benefits from the City.

## **8. Hold Harmless, Defense, and Indemnification**

- A.** The Licensee covenants and agrees to indemnify, defend, and hold harmless the City of Syracuse, to the fullest extent permitted by law, its officers, agents, and employees and representatives in connection with this license, from and against any and all loss or expense that may arise by reason of liability for damage, injury, or death, or for invasion of personal property rights, of every name and nature including but not limited to: (i) claims of property damage; (ii) claims of personal injury to Licensee, if self-employed, Licensee's employees, agents, or subcontractors; (iii) claims of personal injury to third parties; and (iv) reasonable attorney's fees, whether incurred as the result of a third party claim or to enforce this license: arising out of or resulting directly or indirectly from the performance, of the work or the enforcement of this license, irrespective of whether there is a breach of statutory obligation or rule of apportioned liability; and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by or because of misfeasance, omission of duty, negligence, or wrongful act on the part of the Licensee, its employees, or agents.
- B.** The Licensee further covenants and agrees to obtain the necessary insurance as required by the General Obligations Law of the State of New York and this contract to effectuate this Hold Harmless clause and shall name the City of Syracuse as an additional insured on all applicable insurance and indemnification. (See also insurance provision).

## **9. Insurance**

Licensee shall purchase and maintain insurance of the types and coverages set forth below, written on an occurrence basis, reasonably acceptable to the City of Syracuse and which will provide primary liability coverage to Licensee **AND WITH THE CITY NAMED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTING BASIS** for claims which may arise out of or result from Licensee's operations under the license, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Licensee if self-employed, Licensee's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom. As the sole exception to the foregoing, the Licensee shall not be required to name the City as an additional insured on policies issued to it for the professional liability of the Licensee.

All policies shall be written so that the City of Syracuse will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation or amendment. Certificates or insurance from the carrier, or their authorized agent, with the appropriate additional insured endorsement attached showing the City of Syracuse as an additional insured and stating the limits of liability and expiration date which are acceptable to the City of Syracuse, shall be filed with and accepted by the City of Syracuse before operations are begun. The intent is that this insurance, with the City of Syracuse being named as an additional insured, is to be primary over and above the City of Syracuse's own general liability coverage.

The Licensee agrees to obtain and maintain General Liability Insurance including Comprehensive Form, Premises-Operations, Products/Completed Operations, Blanket Broad Form Contractual, Independent Contractors, and Broad Form Property Damage Coverage with minimum limits of not less than one million dollars (\$1,000,000.00) Combined Single Limit for Bodily Injury and Property Damages.

Also, the Licensee shall obtain and maintain Umbrella Insurance with minimum limits of not less than one million dollars (\$1,000,000.00).

In the event that Licensee intends to use vehicles or large equipment on the Premises in connection with this Film Permit, Licensee shall be required to obtain additional forms of insurance at amounts to be directed by the City.

In the event that Licensee intends to use fire, fireworks, explosives, firearms, or pyrotechnics on the Premises in connection with this Film Permit, Licensee shall be required to obtain additional forms of insurance at amounts to be directed by the City.

Licensee further agrees to comply with the requirements of the New York State Workers' Compensation Board regarding proof of compliance with the New York State Workers' Compensation Law. The New York State Worker's Compensation Board requires the City to obtain from Contractors proof of Workers' Compensation insurance coverage, Self-Insurance, or exemption from the requirement of obtaining Workers' Compensation insurance coverage. Proof must be submitted to the City on forms specified by the Workers' Compensation Board and that are stamped as received by the Workers' Compensation Board.

#### **10. Workers' Compensation and Disability Benefits**

This license shall be void and of no effect unless Licensee and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Licensee shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Licensee, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Licensee's delivering to City's Department of Law a New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form.

**11. Contract Modifications**

This license represents the entire and integrated agreement between the Licensee and the City and supersedes all prior negotiations, representations, or agreements either written or oral. This license may be amended only by written instrument signed by both the Licensee and the City.

**12. Remedies Upon Revocation**

Licensee and the City shall have available remedies at law for material breaches of this agreement. However, Licensee specifically acknowledges that this license to occupy the Premises is revocable at will by the City and does not constitute or grant to Licensee any possessory right or entitlement to the premises on the part of the Licensee. Licensee shall not have and will not assert any equitable or other claim to occupy the premises but, upon revocation of said license, shall quit the premises without requiring the City bring any action in the nature of ejectment or otherwise and shall limit its claims to such remedies as may be provided by law.

IN WITNESS THEREOF, City and Licensee have executed the writing of this Film Permit on the dates hereafter written, and by signing below and accepting this Film Permit, Licensee indicates that it has read, understands, and agrees to comply with the above terms and conditions.

\_\_\_\_\_  
**Applicant (print)** **Date**

\_\_\_\_\_  
**Applicant (signature)**

\_\_\_\_\_  
**DPW Commissioner (print)** **Date**

\_\_\_\_\_  
**DPW Commissioner (signature)**

~~~~~  
**FOR OFFICE USE ONLY**

*Date Received:* \_\_\_\_/\_\_\_\_/\_\_\_\_ *TTC Plan Attached:* \_\_\_\_ Yes \_\_\_\_ No

*Insurance Certificate Attached:* \_\_\_\_ Yes \_\_\_\_ No *Exp. Date:* \_\_\_\_/\_\_\_\_/\_\_\_\_

*Worker's Compensation Included?* \_\_\_\_ Yes \_\_\_\_ No *Exp. Date:* \_\_\_\_/\_\_\_\_/\_\_\_\_

*Date TTC to DOT for Review:* \_\_\_\_/\_\_\_\_/\_\_\_\_ *Date TTC back from DOT:* \_\_\_\_/\_\_\_\_/\_\_\_\_

*Comments:* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR OFFICE USE ONLY**  
***(Continued)***



Waste Hauler Information: \_\_\_\_\_

Waiver #: \_\_\_\_\_



DEPARTMENT OF PUBLIC WORKS  
Ben Walsh, Mayor

**FILM PERMIT (LIABILITY WAIVER)  
PERMIT APPLICATION & INSTRUCTIONS**

**REQUIRED FOR:** Closure or partial closure of a City street or sidewalk, or work occurring in the Right of Way.

**THIS APPLICATION PACKET CONTAINS:**

- 1) List of Required Submittals
- 2) Submittal Instructions
- 3) Liability Waiver Application
- 4) Parking Meter Rental Application

**REQUIRED SUBMITTALS:**

- **Application** – pages 2 and 3.
- **Parking Meter Rental Application** – page 4. If metered parking spaces are affected by work, applicant must submit this application and pay \$11.25 per space per day, excepting Sundays and holidays.
- **Application Fee** – \$50 non-refundable; check or Money Order payable to **Commissioner of Finance.**
- **Insurance Certificate** from contractor, listing the City of Syracuse as additional insured in the amount of at least \$1 million in General Liability. (*Additional insurance may be required*)
- **Temporary Traffic Control Plan**
  - Must show all traffic control devices being used (signage, cones, barricades, etc.), as well as how the applicant will block off the street or sidewalk where the work/ filming in all locations is occurring.
  - Must show how the applicant plans to route pedestrian/vehicular traffic around the work/filming.
  - Must show dimensions of street/sidewalk left open to pedestrian/vehicular traffic
  - Shall be in accordance with the Federal MUTCD (Manual of Uniform Traffic Control Devices) 2003 Edition.

**SUBMITTAL INSTRUCTIONS:**

- 1) Application must be completed in its entirety. Incomplete or partial applications will not be processed.
- 2) AT LEAST 10 DAYS PRIOR TO CONSTRUCTION, Application, Fees, and additional documents must be submitted to the:

**Central Permit Office**  
201 E. Washington St., Room 101  
Syracuse, NY 13202  
(P) 315-448-4715  
[CentralPermitOffice@SyrGov.net](mailto:CentralPermitOffice@SyrGov.net)  
[www.syrgov.net/Central\\_Permit\\_Home.aspx](http://www.syrgov.net/Central_Permit_Home.aspx)

Jeremy Robinson  
Commissioner

Martin E. Davis, L.S.  
Deputy Commissioner



Ann Fordock  
Deputy Commissioner

DEPARTMENT OF PUBLIC WORKS  
Ben Walsh, Mayor

**LIABILITY WAIVER APPLICATION (FILMING)**

**\$50.00 non-refundable application fee**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Cellular: \_\_\_\_\_ 24-Hour: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Request: **PLEASE CHECK ALL THAT APPLY**

Partial Street Closure     
  Full Street Closure     
  Dumpster\*\*     
  Filming\*\*  
 Partial Sidewalk Closure\*     
  Full Sidewalk Closure     
  Cranes In-Transit  
 Concession Stand     
  Lift Truck,     
  Item on Sidewalk\*  
 Other \_\_\_\_\_

\* The applicant must verify there is 3' of uninterrupted sidewalk space for pedestrians.

\*\* The Waste Hauler must be licensed to operate in the City of Syracuse pursuant to Article 2, Chapter 14, of the City of Syracuse Revised General Ordinance's, Solid Waste Ordinance.

Please provide business name of Waste Hauler: \_\_\_\_\_

**OBSTRUCTED METERED LOCATIONS (Please fill out parking meter rental application)**

- The City of Syracuse shall be compensated for any parking revenue lost as a result of this project.
- Rates are \$11.25 per parking space per day.
  - Example: 2 spaces @\$11.25 = \$22.50 per day x 10 days (length of project) = \$225.00).
- Rates are charged Monday through Saturday, except for Holidays.
- Fees are due when the application is submitted.

