



FILM & MOTION PHOTOGRAPHY POLICY

ADOPTED: _____

TABLE OF CONTENTS

INTRODUCTION3
 Public Purpose3
 Consistency with Volusia County Code of Ordinances3
 Definitions.....3
 Exemptions.....4

PERMIT PROCEDURES.....5
 Process.....5
 Application Contents.....5
 Enforcement7

LOCATIONS.....8
 Designation of Forums8
 Specific Buildings & Grounds8
 Other County Property.....9
 Rights-of-Way & Public Parks.....9
 Private Property10

SERVICES & RULES10
 County Services10
 Street & Sidewalk Closures10
 Environmental Protection.....10
 Special Effects.....11
 Alcohol & Tobacco.....11

SECURITY, DAY PORTERS & LAW ENFORCEMENT12

LABOR LAWS12

INSURANCE & INDEMNIFICATION18
 Warranties & Indemnification.....18
 Insurance Requirements19

I. INTRODUCTION

A. Public Purpose

The purpose of this policy is to establish an efficient permitting review process for film and motion photography production in Volusia County in recognition of the economic impact of the film and motion photography industry on Volusia County as a whole, and on Volusia County government property.

B. Consistency with Volusia County Code of Ordinances

All film and motion photography productions in Volusia County shall comply with this policy. The County shall coordinate all County permitting processes and issue all required County permits simultaneously. If a production also requires a permit from a municipality, the County will facilitate the permitting process in the municipality. The permit required by this policy shall be in addition to any other required County permits, including, but not limited to, permits required by Chapter 10 (Amusements and Entertainments), Article II (Outdoor Entertainment Events), Chapter 20 (Beach Code), Article V (Temporary Use for Special Events), or Chapter 72 (Land Planning), Article III (Land Development Regulations), Division 6 (Use Permit).

C. Definitions

For the purposes of this policy, the following terms shall have the meanings set forth in this section. Words used in the singular shall include plural, and the plural, singular. Words used in the present tense shall include future tense. The word “shall” is mandatory and not discretionary. The word “may” is permissive. Words not defined herein shall have the meaning given in the Volusia County Code of Ordinances and if not therein, shall have the meaning given by common and ordinary use.

County Equipment is any tangible property, other than real property, purchased by public funds and utilized in the normal course and scope of providing governmental services by the County.

County Property or *Government Property* is any real property owned or maintained by the County of Volusia, unless otherwise defined herein.

County Service is any service provided by a County employee for which they are compensated by public funds.

Director is the Director of the Community Services Department, also referred to as Director of Community Services.

Documentary Production is nonfiction film or motion photography intended to document reality primarily for instruction or history.

Film and Motion Photography Production, also referred to as *Production*, is the taking or making of a motion picture, television, videotape, or film production. This term shall include, and a production permit shall be required for, such productions on property identified in this policy. This term shall not include production at studios constructed for such purpose where no County property, services or equipment are involved and shall not include any news production or still photography.

Production Permit, also referred to as *Permit*, is the permit required by this policy.

Student Production is film or motion photography created by a student to fulfill the requirements of a class or program at an education institution.

D. Exemptions

No permit is required by this policy for news productions, still photography or public service productions; however, all productions shall comply with all permitting requirements and provisions of the Volusia County Code of Ordinances and any permitting requirements and provisions of applicable municipal codes.

II. PERMIT PROCEDURES

A. Process

Applications shall be submitted to the Director of Community Services. All applications shall be reviewed and all permits shall be granted or denied in an expedited time frame. Appeals from a decision of the Director of Community Services shall be to the Deputy County Manager overseeing the Community Services Department.

No application fee and no general per day filming fee is required; however, other reimbursement, including but not limited to, reimbursement for use of County buildings or grounds, use of County services, use of County equipment, security, day porters or law enforcement officers may be required by other sections of this policy.

Reimbursement paid to the County shall be by check payable to County of Volusia. Checks shall be held for deposit until the first day of production. If a production is cancelled and the applicant provides written notice to the County at least seventy-two (72) hours prior to the first day of production, the County will return payment, less an administrative cost equal to four hours of security at the current full cost recovery rate.

B. Application Contents

Applications for a production permit shall contain the information listed in this section. The County reserves the right to request additional information or mandate additional written agreements as a condition to granting a production permit.

1. Location

The application shall include specific production locations, including any proposed use of County property.

2. Duration

The application shall include specific days and specific hours of production.

3. Description

The application shall include a general narrative description of the production; however, it must contain sufficient detail to allow for an assessment of potential impacts within Volusia County.

4. Vehicles & Equipment

The application shall include a general description of all vehicles and equipment to be used during production.

5. County Services & Equipment

The application shall include specific details of any County services or equipment requested. Reimbursement shall be determined by the County using the full cost recovery rate upon review of the request.

6. County Property, Services & Equipment Agreement

The application shall include an agreement for use of County property, services or equipment, and required security and day porters. A draft agreement may be submitted at the time of application. Applicants are strongly encouraged to meet with County staff prior to submitting an application.

7. Street or Sidewalk Closures

The application shall include specific details for any requested street or sidewalk closures, including location and closure hours.

8. Special Effects

The application shall include specific details of any special effects. See additional requirements for special effects herein.

9. Proof of Insurance

The application shall include proof of insurance consistent with the requirements of this policy.

10. Indemnification Agreement

The application shall include an indemnification agreement consistent with the requirements of this policy. A draft agreement may be submitted if the terms of an indemnification agreement have not been determined by the County at the time of application. Applicants are strongly encouraged to meet with County staff prior

to submitting an application to discuss insurance and indemnification.

11. Proof of Security and/or Law Enforcement Agreement

The application shall include a security plan meeting the requirements of this policy. If required, the application shall also include proof of an agreement with the Volusia County Sheriff's Office or other law enforcement agency with jurisdiction for an outside overtime detail/personnel. All outside overtime detail/personnel requests for deputies or other law enforcement officers are subject to review and approval by the Volusia County Sheriff's Office or applicable law enforcement agency at their current rate.

12. Optional Master Agreement

For convenience, the application may include a Master Agreement combining one or more agreements required by this policy.

13. Additional Information

As previously stated herein, the County reserves the right to request additional information or mandate additional written agreements as a condition to granting a production permit.

C. Enforcement

If the County determines that the conditions of any permit issued pursuant to this policy have been violated, it may revoke the permit immediately and eject the production from County property.

III. LOCATIONS

A. Designation of Forums

The County hereby designates the specific buildings and grounds listed in section B as approved locations for film and motion photography production and also establishes the policies in sections C, D, and E for other County property, rights-of-way, public parks, and private property. The County shall, however, have the absolute right to approve or deny any production permit at the buildings and grounds listed in section B or on other County property in the County's sole discretion. The County intends to maintain County property as a nonpublic forum in the County's proprietary capacity as a film and motion photography arts patron. Nothing in this policy or in the implementation of this policy designates any building or its grounds as a public forum.

B. Specific Buildings & Grounds

The buildings and grounds in this section shall be used in accordance with this policy and any additional restrictions the County may impose in its sole discretion.

Use of these buildings and grounds shall not interfere with the primary use of the facility, including office space, and no production shall obstruct entrances or block pedestrian traffic flow. All buildings and grounds shall be restored to their precondition at the conclusion of production.

Security and day porters shall be required as determined by the County in the application process. All reimbursement for security and day porters shall be at the current full cost recovery rate. Rates are available upon request from the Director of Community Services.

Production may be delayed or cancelled due to emergencies and additional limitations may apply to specific buildings during certain events, like elections.

The rental rate for using these buildings and grounds is \$100 per day.

Buildings & Grounds:

1. Thomas C. Kelly (TCK) Administration Center
123 West Indiana Avenue, DeLand, FL 32720
2. Volusia County Historic Courthouse – DeLand
120 West Indiana Avenue, Deland, FL, 32720

3. Lifeguard Headquarters & Administration Center
515 South Atlantic Avenue, Daytona Beach, FL 32118

The Lifeguard Headquarters & Administration Center may be available for production subject to the review and approval of the Director of Community Services and the Public Protection Director.

4. Lyonia Environmental Center (LEC)
2150 Eustace Avenue, Deltona, FL 32725
5. Daytona Beach Administration Building
250 North Beach Street, Daytona Beach, FL 32114
6. Daytona Beach Courthouse Annex
125 East Orange Avenue, Daytona Beach, FL 32114
7. Daytona Beach International Airport
700 Catalina Drive, Daytona Beach, FL 32114

The Daytona Beach International Airport may be available for production subject to the review and approval of the Director of Community Services and the Airport Director. All production shall comply with federal and state regulations.

8. Libraries in General

Volusia County libraries may be available for production subject to the review and approval of the Director of Community Services and the Library Director. Nothing in this policy shall grant access to, or use of, a library's meeting rooms inconsistent with current library policies.

C. Other County Property

Other County property may be available for production subject to the review and approval by the Director of Community Services and the provisions of section III.B. The County reserves the right to deny use of other County property for production in its sole discretion.

D. Rights-of-Way & Public Parks

Nothing in this policy shall infringe upon the public's right to use rights-of-way and public parks for any lawful purpose without a permit required by this policy; however, all provisions of the Volusia County Code of Ordinances shall apply.

E. Private Property

Nothing in this policy shall infringe upon the right to use private property for film and motion photography production without a permit required by this policy; however, all provisions of the Volusia County Code of Ordinances shall apply.

IV. SERVICES & RULES

A. County Services

County services may be used during production subject to review and approval by the Director of Community Services and reimbursement at the full cost recovery rate.

County staff may only be used incidental to filming and may not be the subject matter of any production.

The County reserves the right to deny any request for use of County services in its sole discretion.

B. Streets & Sidewalk Closures

The County reserves the right to deny any request for street and/or sidewalk closures if such closures will negatively impact the health, safety and welfare of the public.

Any street or sidewalk closure shall require law enforcement personnel in addition to any security or day porter requirements. The number of law enforcement personnel shall be determined by the County during the application review process. Applicants are responsible for contracting directly with law enforcement agencies for required personnel; however, County staff shall assist with coordination. Applicants are strongly encouraged to meet with County staff prior to submitting an application to discuss any law enforcement needs.

C. Environmental Protection

Many activities can have a significant impact on natural systems and the environment. State law mandates that the Department of Environmental Protection (DEP) safeguard our natural environment through regulation and ecosystem management. The DEP provides assistance in permitting requirements, as well as contacts, liaisons and district representatives

statewide. Applicants shall call the DEP Office of the Ombudsman at (850) 245-2118 prior to submitting an application for a production permit to determine if their production requires DEP approval. All applications are subject to review by County environmental staff as well.

D. Special Effects

The application shall include specific details of any special effects.

All special effects, whether audible or visible, large or small, must be carried out by a certified special effects technician. Proof of certification shall be attached to the application for production permit.

All special effects require the review and approval by the Volusia County Fire Marshal. County staff shall coordinate review of applications with the Volusia County Fire Marshal.

Additional insurance and indemnification shall be required for all special effects as determined by the County during the application review process.

E. Alcohol & Tobacco

No alcohol or tobacco use is permitted on any County property.

A limited waiver to permit alcohol or tobacco use by actors in a production, but not by production crew, may be granted by the Director of Community Services.

The County reserves the right to require additional insurance and indemnification as a condition of granting the alcohol or tobacco waiver authorized herein.

V. SECURITY, DAY PORTERS & LAW ENFORCEMENT

In addition to the security, day porter, or law enforcement requirements identified herein, the County reserves the right to require additional security, day porters, or law enforcement personnel on a case-by-case basis.

All reimbursement for security and day porters shall be at the current full cost recovery rate. Rates are available upon request from the Director of Community Services.

Applicants are responsible for contracting directly with law enforcement agencies for required personnel; however, County staff shall assist with coordination. All outside overtime detail/personnel requests for deputies or other law enforcement officers are subject to review and approval by the Volusia County Sheriff's Office or applicable law enforcement agency at their current rate.

Applicants are strongly encouraged to meet with County staff prior to submitting an application to discuss security, day porter and law enforcement needs.

VI. LABOR LAWS

A. Florida is a Right-to-Work State

As a right-to-work state, Florida provides employers and employees with a substantial degree of flexibility. While Florida should not be considered a non-union state, employers, by state law, have the right to hire anyone they choose, whether that person belongs to a union or not. At the same time, membership in a union cannot be a requirement for employment. The decision whether to join a union in Florida is up to individual employees. Union leaders eagerly support production and are known to be very flexible with visiting production companies. Production companies may hire, at their discretion, both union and non-union employees for the same production. Union members have the right-to-work as non-union employees, and many times will do so, but employers may still be asked to negotiate a contract with the union. Applicants should familiarize themselves with Florida's right-to-work laws prior to commencing production on County property. Such laws, include, but are not limited to, the following:

1. *Right to Work.* Article I, Section 6 of the Florida Constitution states:

“The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor union or labor organization. The right of employees, by and through a labor organization, to bargain collectively shall not

be denied or abridged. Public employees shall not have the right to strike.”

2. *Cause of Action for Discrimination based on Union Membership.* Section 447.17, Florida Statutes, states, in pertinent part:

“Any person who may be denied employment or discriminated against in his or her employment on account of membership or non-membership in any labor union or labor organization shall be entitled to recover from the discriminating employer, other person, firm, corporation, labor union, labor organization, or association, acting separately or in concert, in the courts of this state, such damages as he or she may have sustained and the costs of suit, including reasonable attorney's fees.”

3. *Employees' Right to Self-Organization.* Section 447.03, Florida Statutes, states:

“Employees shall have the right to self-organization, to form, join, or assist labor unions or labor organizations or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purpose of collective bargaining or other mutual aid or protection.”

4. *Right to Strike.* Section 447.13, Florida Statutes, states:

“Except as specifically provided in this Chapter, nothing herein shall be construed so as to interfere with or impede or diminish in any way the right to strike or the right of individuals to work; nor shall anything in this Chapter be so construed as to invade unlawfully the right to freedom of speech.”

B. Minors/Child Labor

To hire minors (under age 18), an applicant must obtain an Entertainment Industry Permit to Hire from the Florida Department of Employment Security, Division of Child Labor. Any minor to be hired must have this permit before hiring is official and the work begins.

The Florida Child Labor Law and the Federal Fair Labor Standards Act provide the rules and regulations that govern the employment of minors in Florida. They also govern the working relationship between minors and their employers. The Child Labor Law is administered and enforced by the Florida Department of Business and Professional Regulation in

cooperation with law enforcement officers, public school officials, and other agencies that may assist the division through intergovernmental agreements.

For more information, call Florida's Division of Professions/Child Labor Program at (800) 226-2536, review Part I of Chapter 450, Florida Statutes, or visit the Florida Department of Business and Professional Regulation website at www.myfloridalicense.com.

C. Talent/Modeling Agencies

Regulations, including those contained Part VII of Chapter 468, Florida Statutes, govern all talent and modeling agencies operating within Florida. Talent agencies must be licensed through the Department of Business and Professional Regulation.

According to the Florida Department of Business & Professional Regulation, you are considered to be a "talent agent" if you, for compensation, engage in the occupation of procuring or attempting to procure engagements for an artist. This means you must have a talent agency business license to operate. By law, this definition applies regardless of your title (manager, casting director, casting agent, promoter, etc.).

If you think you may need a license, please visit www.myfloridalicense.com/Dbpr/pro/talent/index.html.

Operating as a talent agency without a license is a 3rd degree felony in Florida. For more information about the regulation of Talent & Modeling Agencies, contact:

Florida Division of Regulation
1940 North Monroe Street
Tallahassee, FL 32399-0794
(850) 487-1395

D. Worker's Compensation

As part of its risk management policies, the County will require all applicants and other entities working on County property to maintain statutory Workers' Compensation coverage.

1. *Who needs Workers' Compensation coverage?* Under current Florida law, the following types of entities must maintain worker's compensation coverage in those amounts required by law:

- a. If you are in an industry, other than construction, and have four (4) or more employees, full-time or part-time, you are required to carry workers' compensation coverage (an exempted corporate officer does not count as an employee).
 - b. If you are in the construction industry, and have one (1) or more employees (including yourself), you are required to carry workers' compensation coverage (an exempted corporate officer or member of a limited liability company does not count as an employee).
 - c. If you are a state or local government, you are required to carry workers' compensation coverage.
 - d. If you are a farmer, and have more than five (5) regular employees and/or twelve (12) or more other workers for seasonal agricultural labor lasting thirty (30) days or more, you are required to carry workers' compensation coverage.
2. *How to obtain workers' compensation insurance.* An employer can obtain worker's compensation in several ways, including the following:
- a. By purchasing a policy from an insurance agent that represents approved insurance companies.
 - b. From the Joint Underwriting Association at www.fwcjua.com.
 - c. By qualifying as an individual self-insured; for additional information, contact the Florida Department of Financial Services, Division of Workers' Compensation at (877) 693-5236 or www.myfloridacfo.com/wc/insurer/self-insured.html.
 - d. An employer may contract with a professional employer organization (employee leasing) that has secured workers' compensation coverage.
3. *Exemptions.* Only corporate officers or members of a limited liability company (LLC) engaged in the construction industry are eligible for an exemption. Non-construction LLC members are NOT ELIGIBLE for an exemption. You may obtain a workers' compensation exemption application form DWC-250 at www.myfloridacfo.com/wc/exemption.html.

4. *Additional Information.* For all general questions or technical assistance, contact the Workers' Compensation Customer Service Center:

Florida Department of Financial Services
Division of Worker's Compensation
Customer Service Center
200 East Gaines Street
Tallahassee, FL 32399-4227
Workers.CompService@fldfs.com
(850) 413-1601 or (800) 742-2214

E. Cash Payment for Jobs

According to the U.S. Department of Labor, paying in cash may be done to avoid paying the minimum wage, overtime, social security, Medicare or payroll taxes, which is illegal. The Wage and Hour Division of the U.S. Department of Labor (USDOL) handles these types of issues. There are USDOL offices in Jacksonville, Orlando, Miami and Tampa. The USDOL may be contacted at (866) 487-9243.

Similarly, cash payment may be used illegally to avoid paying state unemployment compensation payroll taxes due pursuant to Section 443.131, Florida Statutes. Employers should work to ensure that they are making proper deductions and remitting tax revenue to all appropriate governmental agencies.

F. Nonpayment of Wages

The USDOL Wage and Hour Division determines jurisdiction and also law violations for nonpayment of wages. Independent contractors should seek the advice of a private attorney for any claims. For employees, contact the USDOL to determine the appropriate Wage & Hour Division district office in Florida for claims assistance.

G. Animals

When using animals in any type of production, the American Humane Association (AHA) shall be contacted. Through an agreement with the production industries, AHA is the only animal welfare agency authorized to send representatives to movie or television sets to protect performing animals. Only the AHA may award the official end-credit disclaimers and ratings that certify the welfare of animals used in production. Services by the AHA are free-of-charge.

Visit www.americanhumane.org/film or call the AHA Film & Television Unit at (818) 501-0123.

H. Independent Contractor vs. an Employee

To learn the difference between an independent contractor and an employee, please review IRS publication 1779, available at www.irs.gov/pub/irs-pdf/p1779.pdf.

Additional information is available from the U.S. Department of Labor at www.dol.gov.

Forms and other general information may also be found at www.irs.gov.

Please note that whether a person works for you as an independent contractor or employer makes a difference not only in how you may have to treat them for tax or labor law purposes, but also with regard to your liability to others for the acts or omissions of that person. Consultation with an attorney is strongly advised.

I. Central Withholding Agreements

The mission of the central withholding agreement (CWA) program is to provide assistance to non-resident alien athletes and entertainers (NRAAE) performing independent personal services in the United States so that they understand and meet their U.S. tax obligations. In doing so, the program will ensure that all NRAAEs are treated fairly and consistently, tax laws are applied correctly, and alternative treatments (non-audit procedures) will be used efficiently.

Generally, if you are a nonresident alien entertainer or athlete performing independent personal services or participating in athletic events in the United States, you are subject to 30 percent withholding of gross income. You may be able to enter into a withholding agreement with the IRS for reduced withholding provided certain requirements are met. Under no circumstances will such a withholding agreement reduce taxes withheld to less than the anticipated amount of income tax liability.

For additional information, please visit www.irs.gov/Individuals/International-Taxpayers/Central-Withholding-Agreements.

VII. INSURANCE & INDEMNIFICATION

A. Warranties & Indemnification

1. As a condition of being granted a permit to use or otherwise access any County owned or controlled facilities, properties, equipment, or structures (County property) in connection with applicant's production, each applicant shall execute an agreement to indemnify, defend, and hold harmless the County and its agents, officers, and employees from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, regulatory fines or sanctions, and direct, special or consequential damages arising or resulting from: (i) the production; (ii) occupation or use of any such County property in connection with the production; or (iii) the use, publication, broadcast, distribution, or display of any media obtained in connection with use or occupation of such County property or the production, to the extent that any such claims, damages, losses, costs, or expenses arise from any act or omission of the applicant, inclusive of the acts and omissions of any entity participating in the production on County property or otherwise operating under the applicant's production, applicant's officers, contractors, employees, guests, invitees, or agents. Regardless of the foregoing, the applicant shall not be required to indemnify, defend, or hold the County harmless if any such claim, damage, loss, cost, or expense is the result of the sole negligence of the County, or of anyone directly or indirectly employed by the County.
2. As an additional condition of being granted a permit to use or otherwise access any County property in connection with its production, applicant further warrants, on behalf of itself, its officers, its employees, and its contractors, that the applicant shall be fully responsible and liable to the County for (i) the safety, security, and activities of its employees, contractors, invitees, and other personnel, including any directors, actors, and crew members, regardless of whether such entities are contractors or hires of the applicant, while such entities are present in or on County property; (ii) taking proper measures to secure any equipment, structures, props, and other property so as to prevent risk of injury to the general public or any other persons who may be on or around County property, regardless of whether the applicant has authorized such persons to be on County property; and (iii) complying with any applicable union, guild, OSHA, and any other similar workplace or industry safety rules and regulations as such may be binding upon applicant or any other entities working on the production.

B. Insurance Requirements

1. Required Types of Insurance

During the term of any production conducted on County property, the applicant shall be required to maintain, at its own expense, those types and amounts of insurance as may be prescribed by the County's Risk Management Office in the form and from companies satisfactory to the County. The County's Risk Management Office will review permit applications and, based on the size, scope, and particularities of the production, shall notify the applicant of its insurance obligations, including the types and amounts of coverages required, including any special coverages as may be warranted by certain identified risks (e.g., the use of aircraft, pyrotechnics, or other potentially dangerous instrumentalities in connection with the proposed production). Any amounts prescribed by the County's Risk Management Office shall be the minimum insurance requirements necessary to acquire a permit and shall not be construed to prevent the applicant from carrying additional insurance or to otherwise limit any indemnification obligations assumed by the applicant as a condition of being granted a permit for its production on County property.

- a. *Minimum Coverages.* Minimum underlying coverages shall include Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer's Liability. If applicant's production will require the disposal of any hazardous or non-hazardous materials from County property, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste in connection with the production.
- b. *Umbrella or Excess Liability Policies.* Subject to review and approval by the County's Risk Management Office, an applicant may use Umbrella or Excess Liability policies to obtain the total limits of liability required to meet prescribed coverage limits. Applicant shall provide evidence of such coverage to clearly demonstrate the underlying coverages/policies that are included.
- c. *Workers' Compensation Insurance.* Workers' Compensation insurance is required for all employees of the applicant who are employed or otherwise hired to perform or provide work or services in connection with the production on County property or that is in any way connected with work performed in connection with such activities, without exclusion for any class of employee. Applicant shall, as a condition to

receiving a permit, comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount per occurrence.

In addition to the foregoing, the applicant, including any associated or subsidiary company that will be present on County property, must be named in the Workers' Compensation coverage or otherwise provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for employer's liability coverage. Further, if the applicant's contractors or any other entities working on the production while on County property fail to obtain Workers' Compensation insurance, and a claim is made against the County by the uncovered employee of such entity, the applicant shall indemnify, defend, and hold harmless the County from all claims for all costs, including attorney's fees and costs, arising under such person's Workers' Compensation insurance claim(s).

- d. *Commercial General Liability Insurance.* Applicant shall carry and maintain Commercial General Liability insurance, with a limit of not less than the amount prescribed by the County's Risk Management Office, including coverage for the applicant's operations, independent contractors, subcontractors, and "broad form" property damage coverage protecting the applicant, its employees, agents, consultants, and subsidiaries, including their employees or agents, for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations (including what is commonly known as groups A, B, and C (libel, false arrest, slander)). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the applicant or by any of its contractors or other arising from work or services performed in connection with the production on County property. Public liability coverage shall include either blanket contractual insurance or a designated contractual liability coverage endorsement, expressly referencing the applicant's obligation to indemnify, defend, and hold harmless the County. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the County where or in which the applicant's production will be undertaken, unless the

commercial general liability policy is endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County's Risk Management Office.

- e. *Motor Vehicle Liability.* Throughout the duration of the production, the applicant shall maintain motor vehicle coverage in the split limit amounts of no less than the amounts prescribed by the County's Risk Management Office for bodily injury and for property damage or a combined single limit of the amount prescribed (including "Any Auto" Symbol 1 coverage), protecting itself, its employees, agents or lessees, or subsidiaries, and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.
- f. *Aircraft Liability Insurance.* If the applicant intends to use any aircraft in connection with its production in or on County property, the applicant shall secure and maintain aircraft liability insurance satisfactory to the County's Risk Management Office and in the amounts prescribed by the County, protecting the applicant, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of aircraft on or around County property.
- g. *Other Insurance Coverages.* The foregoing listed types of insurance are not intended to limit the types of additional insurance that may be required by the County for a particular production, and the County may require additional types of insurance in amounts sufficient to cover special risks not identified herein or not otherwise covered by applicant's current insurance policies.

2. General Insurance Requirements

- a. *Requirements for Insurers.* All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida, and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.
- b. *Maintenance of Coverage.* Approval by the County of any policy of insurance shall not relieve the applicant from its responsibility to maintain the required insurance coverages for the entirety of the time the applicant is utilizing or otherwise accessing County property and for such longer

periods of time as may be required to address certain types of liabilities.

- c. *Waiver of Subrogation.* As a condition of obtaining a permit to use or otherwise access County property in connection with a production, the applicant agrees to waive all rights against the County and its contractors to the extent of the coverage provided by any insurance policy required by the County's Risk Management Office for damages by reason of any claim, demand, suit, or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of the applicant's access to or use of County property. Applicant shall require similar waivers from all of its contractors and any other entities (except the County) working on the production. This provision applies to all policies of insurance required by the County's Risk Management Office, including Workers' Compensation, and general liability.
- d. *County Not Liable for Paying Deductibles.* For all insurance policies required of the applicant, the County shall not be responsible or otherwise liable for paying any deductibles for any claim arising out of or related to the applicant's production or any contractor performing work or services in connection with the production.
- e. *Cancellation Notices.* During the production, applicant shall promptly advise of and provide to the County's Risk Management Office copies of any notices of cancellation issued regarding any required insurance policies within thirty (30) calendar days of receipt of such notice or change.
- f. *Additional Insured.* For any work or services performed in connection with the production on County property, the County shall be named as an additional insured or additional named insured on some or all required policies, as prescribed by the County's Risk Management Office.
- g. *Deductibles.* Generally, none of the insurance policies required hereunder shall have a deductible. However, the County may permit an applicant to maintain and administer a self-insured retention or deductible-based program exceeding the insurance requirements listed herein by applying to the County's Risk Management Office for approval of such program. As such, the applicant shall submit a summary of the program's design, funding method, and the program's supporting financial information to the

County's Risk Management Office. If additional information is necessary, the County will request additional information, which must be provided by the applicant. The County's Risk Management Office will review the information submitted and determine whether the program is sufficient to provide adequate protection for any claims or damages resulting or otherwise arising from the production without exposing the County to unacceptable risks or debt. As a condition to approval of such program, the County may require that the applicant obtain a letter of credit or bond in an amount equivalent to its deductible, which letter of credit or bond will be in effect throughout the duration of the production permit at no additional cost to the County.

3. Proof of Insurance

- a. *Proof of Insurance Required.* Prior to being granted a production permit to use or otherwise access County property, applicant shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized by the County's Risk Management Office, the amounts of insurance applicable to each hazard, and the expiration dates. The applicant shall neither access County property nor commence production on such property until the applicant has filed all appropriate certificates of insurance with the County, and the County has approved all such certificates. The County may remove the applicant and any other entities associated with the production from County property, without penalty or expense to the County, if, at any time during the production, proof of any insurance required hereunder is not provided to the County, or the applicant fails to maintain all insurance required by the County.
- b. *Policy Replacement or Renewal.* The applicant shall file replacement certificates with the County at the time of expiration or termination of any insurance policies occurring during the time in which applicant is granted access to County property in connection with the production. If such insurance lapses, the County expressly reserves the right to renew the policies at the applicant's expense or otherwise revoke the applicant's access to County property and withhold any County resources that are being provided to the applicant in connection with the production. Regardless of the foregoing, the County has no affirmative obligation to renew or replace any lapsed or terminated policies.

FILM & MOTION PHOTOGRAPHY PRODUCTION PERMIT FOR VOLUSIA COUNTY

Today's Date: _____

PRODUCTION COMPANY/APPLICANT NAME: _____

ADDRESS: _____

STATE: _____ ZIP: _____ PHONE: _____

REPRESENTATIVE NAME & TITLE: _____

ON-SITE PRODUCTION COORDINATOR: _____

ON-SITE PHONE/CELL: _____

PROJECT TITLE: _____

Budget: _____	Total Cast (local hires): _____
Total Crew (local hires): _____	Total Room Nights: _____
Production Days-Prep to Wrap: _____	

- Feature Film
 Independent Film
 Commercial
 PSA
 Web Series
 Music Video
 Student Project
 Documentary
 TV Series/Pilot
 Other _____

If there is not enough space below, attach a separate sheet of paper with required information.

PRODUCTION LOCATION	DATES & TIMES—RAIN DATES & TIMES

If there is not enough space below, attach a separate sheet of paper with the required information.

SCHEDULE: include all relevant information such as production activity, number of cast and crew involved, number of production vehicles at location, any temporary structures, etc.

SERVICES: describe any additional personnel, facilities, or property assistance needed.

SPECIAL EFFECTS: Check any applicable categories below and include an explanation.

Stunts	Explosives	Firearms	Fireworks	Incendiary Devices	Other
--------	------------	----------	-----------	--------------------	-------

Explain:

TRAFFIC CONTROL AND PARKING: Describe all traffic control and parking arrangements necessary. When requesting parking, road closures or intermittent traffic control, a map of the impacted area must be included.

APPLICANT'S CERTIFICATION

The applicant agrees to abide by the provisions of the City/County/State Codes pertaining to Film & Motion Photography production and the Volusia County Film & Motion Photography Policy, as represented by this permit and any attachments. In addition, the applicant agrees to restore location production sites to the

FILM & MOTION PHOTOGRAPHY PERMIT – VOLUSIA COUNTY

Page 2 of 4

condition existing immediately prior to production. This permit is to be in possession of the production company at all times while on location and must be presented upon demand by a City/County/State authorized agent. The person whose signature appears below certifies that he/she is an authorized agent of the applicant and is duly authorized on the applicant's behalf to execute this application.

INDEMNIFICATION

In addition to any indemnification terms in the agreement(s) required by the Volusia County Film & Motion Photography Policy, the applicant indemnifies and holds harmless the City/County/State, named as _____, its officers and employees, from and against all claims, damages, losses and expenses, including reasonable attorney's fees, arising out of or resulting from the acts or omissions of applicant, its contractors, subcontractors, their employees, agents or servants, during the filming and all activities associates therewith for which this application is filed, including the use of any County owned property.

INSURANCE CERTIFICATE

An Insurance Certificate additionally insuring Volusia County, as the Certificate Holder, in the amount required by the County must be attached to this application.

APPLICANT SIGNATURE: _____ DATE: _____

NAME & TITLE (PRINT) _____

Sworn and subscribed before me this ____ day of _____, 20__ by _____ who is personally known or has produced _____ as identification.

Notary Public: _____

My Comm. Expires: _____

AUTHORIZATION FOR PERMIT APPROVAL

LAW ENFORCEMENT: _____ DATE: _____

FIRE DEPARTMENT: _____ DATE: _____

RISK MANAGEMENT: _____ DATE: _____

TRAFFIC/ENGINEERING: _____ DATE: _____

CULTURAL SERVICES: _____ DATE: _____

CODE ENFORCEMENT: _____ DATE: _____

OTHER APPROVALS MAY BE REQUIRED BY THE COUNTY

OTHER: _____ DATE _____

ALL DOCUMENTS REQUIRED BY THE VOLUSIA COUNTY FILM & MOTION PHOTOGRAPHY
POLICY MUST BE INCLUDED WITH THE PERMIT APPLICATION