



BOROUGH OF NEW HOPE

123 New Street, New Hope, PA 18938 ● Phone 215-862-3347 ● info@NewHopeBorough.org

VIDEO AND FILM APPLICATION SUMMARY

This package contains the forms required for your Video and Film Permit Application to New Hope Borough. Supplemental forms included may apply, in accordance with the scope of the project.

Additional forms and fees may be required, also in accordance with the scope of the project.

Adherence to these instructions and checklist will assure expedited submission.

Please note: Submission for permit must be made NO LESS than 30 days prior to production date. Late submissions are subject to late fee and possible rejection.

Please print **SINGLE SIDED** documents for submission.

For guidance and application submission, please contact:

JoAnn Connell

215-862-3347

Sr. Administrative Assistant

New Hope Borough

✓	<u>APPLICATION FORMS INCLUDED</u>
	Film Location Permit Terms and Conditions - Required
	TV, Film and Video Production Permit Application - Required
	Insurance Requirements TV, Video and Film - Required
	Insurance and Indemnification Agreement - Required
	Contract for Extraordinary Law Enforcement Services <i>(if applicable)</i>
	Temporary Tent or Membrane Structure Permit Application <i>(if applicable)</i>
	Affidavit – Providing Proof of Notification for TV/Film/Video Production <i>(if applicable)</i>
	Video and Film Application Requirements Checklist

✓	<u>FEES</u>
	Film and Video Productions Permit Fee <i>See Fee Schedule for Permit Fees – Section 12-A “Miscellaneous”/ “Film and Video Productions Permit.”</i>
	Temporary Tent Application Fee. (if applicable) <i>See fee schedule – Section 6-B “Fire Safety Permits” / “Temporary Membrane Structures & Tents”</i>

The fee schedule can be found on the Borough website:

<https://www.newhopeborough.org/DocumentCenter/View/553/2021-Fee-Schedule>

BOROUGH OF NEW HOPE

123 New Street, New Hope, PA 18938 ● Phone 215-862-3347 ● Fax 215-862-8022

TV, FILM AND VIDEO PRODUCTION PERMIT POLICY AND APPLICATION

The Borough of New Hope's TV, Film and Video Production Permit Policy is designed to provide effective coordination of filming or videotaping of television and feature productions that are conducted throughout the year. When reviewing the Policy and filling out the permit application for your production, please note the following:

- Arrangements for filming or videotaping should not be finalized until permit has been approved and issued.**
- No production can take place without a permit.**
- The Borough will request reimbursement for certain costs for services provided by the Borough in connection with the production, e.g.: Police Department.
- If Police services are needed, contact the Police Department to arrange for extra duty detail at 215-862-3033. The application for Extraordinary Law Enforcement Services is included in this package.
- The application for a TV, Film and Video Permit must be submitted no later than thirty (30) calendar days prior to the first day of the production.
- Applicant will be required to provide commercial liability insurance for the production as determined by the Borough. The Insurance Certificate must be submitted in accordance with the attached Insurance Requirements.
- Adjoining property owners/neighbors must be notified of the scope and timetable of the production at least two weeks in advance. **JoAnn Connell must be copied on this communication.**
- The assigned permit for a production is good for a period of thirty (30) days.

**PLEASE COMPLETE THIS FOUR-STEP APPLICATION AND RETURN IT WITH THE REQUIRED FEES TO
JOANN CONNELL**

STEP 1: GENERAL INFORMATION

Name of the production: _____

Name of the production company: _____

Address of production company: _____

Name of Production coordinator/contact: _____

Contact's cell phone number: _____ E-Mail Address: _____

Name of on-site contact, day of shoot: _____

Contact's cell phone number: _____ E-Mail Address: _____

Purpose/content of the production: _____

Specific location(s) requested: _____

Date(s) of production: _____

Set up date/time: _____

Breakdown date/time: _____

Hours of production: _____

Alternate date(s) and location(s): _____

Estimated number of people participating: _____

STEP 2: ADDITIONAL INFORMATION AND CHECKLIST

Will production require road closure(s)? _____ YES _____ NO

If yes, a permit is required from the Borough Police Department at 215-862-3033.

The exact locations requested are: _____

Do you anticipate traffic interruptions? _____ YES _____ NO

Will you require Police assistance? _____ YES _____ NO

Will amplified sound be utilized? _____ YES _____ NO

NOTE: Amplified sound is subject to the Borough of New Hope's noise ordinance.

Please list date(s) and hour(s) of amplified sound use:

_____	_____	_____
_____	_____	_____
_____	_____	_____

Will staging be used? _____ YES _____ NO

If yes, is staging prefabricated? _____ YES _____ NO

Is staging built on site? _____ YES _____ NO

If built on site, sealed plans must be provided and a building permit will be required.

Will tents or canopies be erected? _____ YES _____ NO

If yes, please describe: Number of tents/canopies: _____ Size(s): _____ Total sq. feet: _____

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NOTE: Single tents or canopies measuring over 200 square feet require a permit from the Borough's Fire Marshal, and are subject to inspection. Borough Administration will direct the applicant accordingly.

Will you require a permit to vend food, merchandise or product samples? _____ YES _____ NO

If yes, please contact the **Bucks County Health Department** at 215-345-3318.

Please provide vendor names:

_____	_____	_____
_____	_____	_____
_____	_____	_____

STEP 3: MISCELLANEOUS

No alcohol is permitted without the approval of the PA Liquor Control Board.

A copy of the permit must remain on-site for inspector's review.

The applicant is required to secure port-a-johns/portable washrooms, chairs, trash boxes and any medical needs for the production at the applicant's sole cost and expense. Failure to adequately provide such amenities could result in the revocation of the permit.

Cancellations or cancellation of requested services must be made in writing prior to the production. Failure to provide written verification may result in the sponsor being required to reimburse the Borough for the agreed upon services.

STEP 4: COMPLETE, SIGN AND DATE

By signing and submitting this TV, Film and Video Production Permit Application applicant agrees to the Borough's "Film Location Permit Terms and Conditions" (see below) and to indemnify, defend and hold harmless the **Borough of New Hope** and its officers, employees and agents from and against any and all losses, costs (including, but not limited to litigation and settlement costs and counsel fees), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by the applicant's act or omission or negligence or fault or the act or omission or negligence or fault of applicant's agents, subcontractors, suppliers, employees or servants in connection with the Permit, except for any claims, liability, demands, suits or loss arising from the willful or grossly negligent acts of the Borough of New Hope, its elected and appointed officials, agents, employees and authorized volunteers.

Name of the TV, Film or Video Production Sponsor: _____

Print Name of Authorized Signer: _____

Title: _____

Signature: _____

Date: _____

Film Location Permit Terms and Conditions

1. Proof of insurance naming the Borough of New Hope as an additional insured to be supplied to the Borough Manager.
2. Adequate signage to guide motorists or public around the site will be supplied, erected and maintained as directed by the Borough at the expense of the applicant.
3. All barricades, signs and signals shall be provided and installed to the satisfaction of the Borough.
4. Through traffic must be maintained at all times.
5. Traffic may be stopped in any direction for not longer than three-minute intervals.
6. Police officers must be on site when traffic is stopped for any length of time in any direction. The applicant must pay all police costs and expenses.
7. The Borough Manager is to be notified of all public roads and properties used for filming or parking. A road occupancy permit must be secured, when required.
8. No permanent or temporary fixtures or road signs may be covered, removed or altered in any way without the express written approval of the Borough.
9. Vehicular and pedestrian access to all properties must be maintained.
10. Any required maintenance and the repair of any public roadway or property will be carried out by the Borough, at the expense of the applicant.
11. The applicant must, when refuse collection will be interrupted as the result of filming activity, be responsible for making alternate arrangements which are satisfactory to the Borough and the affected property owners.
12. All vehicles forming part of the production, which exceed the maximum width restrictions of the PA Motor Vehicle Code, shall be escorted to and from the film location by the Police.
13. The applicant shall be responsible for all costs, including lost revenue, associated with the reservation of parking spaces.
14. The applicant shall be responsible for the removal of litter and restoration of the production site.
15. Applicants must notify, in writing, any resident that may or will be affected during the process of filming.
16. Applicants must at all times comply with local regulations regarding parking, restricted areas, and fire hydrants unless otherwise specified by the Borough.
17. The Borough noise ordinance must be adhered to at all times.
18. The use of pyrotechnics must be approved by the Fire Marshal via Borough Administration. Borough Administration will direct the applicant accordingly. The applicant will be required to apply to the Fire Marshal and pay all necessary fees for the appropriate permit(s).

**NEW HOPE BOROUGH
TV, VIDEO and FILM PERMIT INSURANCE REQUIREMENTS**

INDEMNIFICATION

To the fullest extent permitted by law, applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough of New Hope, its elected and appointment officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the applicant's proposed use or occupancy of the premises of the Borough of New Hope except for any claims, liability, demands, suits or loss arising from the willful or grossly negligent acts of the Borough of New Hope, its elected and appointed officials, agents, employees and authorized volunteers.

Insurance

1. The Applicant shall purchase and maintain throughout the event, including its set-up and clean up, commercial general liability insurance or its equivalent with minimum limits of:

\$	1,000,000	each occurrence;
\$	1,000,000	personal and advertising injury;
\$	2,000,000	general aggregate; and
\$	1,000,000	products/completed operations aggregate.

2. This commercial general liability insurance or its equivalent shall include coverage for all of the following:
 - a. Liability arising from premises and operations;
 - b. Liability arising from products and completed operations;
 - c. Contractual liability including protection for the Applicant from bodily injury and property damage claims arising out of liability assumed under this permit;
 - d. Liability arising from the explosion, collapse, or underground (XCU) hazards;
 - e. Liability arising from athletic or sports participation; and
 - f. Liability arising from bodily injury to spectators.
3. The Borough of New Hope and its elected and appointed officials, officers, agents, employees and authorized volunteers shall be named as additional insured on the commercial general liability insurance policy as respects to the applicant's use or occupancy of the premises of the Borough of New Hope.

The following manuscript wording must be utilized on the additional insured endorsement issued by the general liability insurer and shown on the insurance certificate submitted by the applicant to evidence its purchase of commercial general liability insurance:

"The policy is amended to include as additional insured the Borough of New Hope and its elected and appointment officials, officers, agents, employees and authorized volunteers, but only for liability arising out of your operations on, at, or adjacent to premises of the Borough of New Hope, "your product" or "your work."

4. If the applicant has any owned autos, the applicant shall purchase and maintain through the term of this agreement or its use or occupancy of the Borough of New Hope premises business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for liability arising out of the ownership, maintenance or use of any auto and for automobile contractual liability.

5. If the applicant has any employees, the applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of the Borough of New Hope premises worker compensation insurance or its equivalent with statutory benefits as required by Pennsylvania or Federal Law, including standard "other states" coverage, and employer's liability insurance or its equivalent with minimum limits of:

- \$ 100,000 each accident for bodily injury by accident;
- \$ 100,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

6. The applicant shall purchase and maintain throughout the term of this agreement or its use or occupancy of Borough of New Hope premises umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$5,000,000 per occurrence;
- \$5,000,000 aggregate for other than products/completed operations and auto liability; and
- \$5,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- a) Commercial general liability;
- b) Business auto liability; and
- c) Employers liability.

Waiver of Subrogation

To the fullest extent permitted by law, the applicant and its employees, officials, volunteers, agents and representatives waive any right of recovery against the Borough of New Hope and its elected and appointed officials, officers, volunteers, consultants, agents and employees for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of the applicant's proposed use or occupancy of the premises of the Borough of New Hope or arising out of applicant's operations on, at or adjacent to any premises of Borough of New Hope. The applicant shall advise its insurers of the foregoing and such waiver shall be provided under the applicant's commercial property and liability insurance policies and the applicant's workers compensation insurance policy, if any.

Damage to Property of the Applicant and its Invitees

The applicant's employees, officials, volunteers, and agents shall be solely responsible for any loss or damage to property of the applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Borough of New Hope.

Applicant hereby agrees with the above requirements.

Event: _____

Event Date(s): _____

Sponsor: _____

Trade Name

By: _____

Authorized Signature / Title

Date: _____

Insurance and Indemnification Agreement

Insurance

- a. Sponsor, at its own expense, shall procure, carry, and maintain on all of its operations, worker's compensation and employer's liability insurance covering all of its employees, public liability and property damage insurance, and automotive public liability and property damage insurance. Coverage limits shall be in accordance with the requirements listed below. Sponsors are required to name **New Hope Borough** as an additional insured on sponsor's General Liability policy. Sponsors are also required to name **PennDOT** as an additional insured on sponsor's General Liability policy, if a state highway is involved. Sponsor's insurance shall be primary.
- b. Sponsor shall provide to New Hope Borough, two (2) weeks prior to commencement of event, a certificate from the insurance company or companies that such insurance is in force and will not be canceled without thirty (30) days written notice to New Hope Borough.
- c. Required Limits shall be:
Minimum General Liability Coverage (Occurrence Basis):
\$1,000,000 Products/Completed Operations Aggregate
\$1,000,000 General Aggregate
\$ 500,000 Any One Occurrence (Coverage A)
\$ 500,000 Any One Person or Organization (Coverage B)
Minimum Automotive Liability Coverage:
\$500,000 Each Accident (written on a comprehensive basis)
Minimum Employers Liability Coverage (Coverage B on the Worker's Compensation policy):
\$100,000 Each Accident
\$100,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease

Indemnification

To the fullest extent permitted by law, Sponsor shall defend, indemnify and hold harmless New Hope Borough, and its agents, consultants, employees, and officials (the Indemnities) from all claims for bodily injury and property damage that may arise from performance of the event held by the sponsor, the sponsors subcontractors or anyone employed directly or indirectly by them or by anyone for whose acts they may be liable.

Sponsor hereby agrees with above requirements.

Event: _____

Event Date(s): _____

Sponsor: _____
Trade Name

By: _____
Authorized Signature / Title

Date: _____

Either party may terminate this Contract for any reason by giving the other party prompt notice of the intention to do so. This notification provision shall not prohibit New Hope Borough from immediately terminating this Contract or reassigning law enforcement personnel assigned to this Contract to other duties as emergencies may require.

This Contract shall be construed, governed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

This Contract has no exhibits, contains all agreements, conditions, and understandings made between the parties and supersedes all prior written or oral agreements between them with respect to the matter discussed herein and requires New Hope Borough to abide by the following requirements:

- a. The Officer(s) assigned to a project will be an off-duty Officer(s) in full uniform, with a marked police car with all of the usual police equipment.
- b. The Officer(s) at the site will be under the command of their Commanding Officer. The Officer(s) will cooperate as much as possible with the Applicant, especially in terms of specific locations in which to set up, and will respond to reasonable requests.
- c. It is understood by the Applicant that the law enforcement duties of the Officer(s) take precedence over the services provided under this Agreement. Should an Officer(s) be called to active duty status, the Officer(s), although not required will make every effort to notify the Applicant and New Hope Borough will not be responsible for any incidents that occur while the Officer(s) is away from the event or activity. New Hope Borough will make every effort to ensure that the Officer(s) returns to the event or activity as soon as possible. Furthermore, the Applicant is not responsible for reimbursing New Hope Borough for the Officer(s)'s time while away from the activity or event.
- d. Should the Officer(s) need to leave the event or activity, he/she will make every effort to notify the Applicant.
- e. Reimbursement for the use of Officer's time shall be paid on an hourly basis per officer utilized. The assignment of an off-duty Officer is subject to a four (4) hour minimum requirement in accordance with the terms of the current Collective Bargaining Agreement between New Hope Borough and the New Hope Police Benevolent Association.

Each individual executing this Contract on behalf of a party represents and warrants that such individual is duly authorized to execute and deliver this Contract on behalf of the party the individual purports to represent and that this Contract is enforceable against either entity in accordance with its terms.

New Hope Borough Police Department

By: _____
(Print Name)

Signature: _____

Date: _____

Applicant: _____
(Name of Organization)

By: _____
(Print Name)

Signature: _____

Date: _____

Witness: _____
(Print Name)

Signature: _____

Witness: _____
(Print Name)

Signature: _____

BOROUGH OF NEW HOPE

123 New Street, New Hope, PA 18938 ● Phone 215-862-3347 ● Fax 215-862-8022

Temporary Tent or Membrane Structure Permit Application

Property Address where structure will be located: _____

Location on the Property: _____

Installation Date: _____ Removal Date: _____
(If total time from construction to removal is greater than five (5) days, as separate zoning permit is required)

Property Owner:

Name: _____
Address: _____
Telephone Number: _____ Email: _____

Occupant of Structure: (Contact for occupant):

Name: _____
Address: _____
Telephone Number: _____ Email: _____

Temporary Structure Information *(Attach site plan, cut sheets for temporary structure, flammability certification and additional sheets if multiple structures)*

Dimensions: _____ ft. X _____ ft. Total Floor Area: _____ sq ft
Height: _____ ft.

Provided/Supplier of temporary structure:

Name: _____
Address: _____
Telephone Number: _____ Email: _____

Electrical hook-ups, lighting, or electrical equipment: _____ Yes *(Attach explanation)* _____ No
Cooking equipment: _____ Yes *(Attach explanation)* _____ No
Fire extinguisher(s); _____ Yes _____ No

Applicant: _____ Date: _____
(Signature)

Code Official: _____ Date of Approval: _____

AFFIDAVIT

PROVIDING PROOF OF NOTIFICATION FOR A SPECIAL EVENT

I, _____, do hereby certify that on _____
(Name) (Date)

I did notify, by _____,
(attach copy of type of notice, e.g. flyer, letter, etc.)

the property owners and businesses listed on the attached document or map, through the
United States Postal Service Regular Mail or by _____
(Method of Delivery)

of the special event entitled _____
(Name of Event)

scheduled for _____, between the hours of _____ and _____
(Date) (Start Time) (End Time)

in New Hope Borough, Bucks County, PA.

Event Sponsor / Coordinator

(Type or Print Name)

(Signature)

Sworn to and Subscribed before me this:

_____ Day of _____, 20__

(Signature Notary Public)

My commission expires _____

✓	<u>TV, Film and Video Production REQUIREMENTS CHECKLIST</u>
	Application Fee - no less than 30 days prior to production. Additional fee for late submission and possible denial of permit.
	Certificate of Insurance naming New Hope Borough as additionally insured.
	COMPLETED Application, Insurance Indemnification and Checklist
	Complete narrative and itinerary. Narrative should include: <input type="checkbox"/> Description of activities. <input type="checkbox"/> Hour by hour schedule. <input type="checkbox"/> Itemized addresses, length of time at each location and activities at each location. <input type="checkbox"/> Description of any staging done at each location.
	If staging, provide complete description; type of props, size, chemicals, etc.
	Describe type of equipment being utilized.
	Will activities block sidewalk access or access to any pedestrian walkways?
	Will wires for equipment cross over walkways or roads?
	Has property owner granted permission to conduct interviews at their location? Provide appropriate letter(s) from property owner(s).
	Provide types of vehicles or trailers to be utilized for the production. Describe parking arrangements.
	If utilizing Police Assistance, provide completed and approved Extraordinary Law Enforcement Contract (included in package)
	Provide number of crew members involved in production