



Application for Filming License

A completed and approved license is required for all filming. This License must be available for inspection through the filming process.

Type of Project: (please check on of the following)

- | | | |
|---------------------------------------|--------------------------------------|---------------------------------------|
| ☐ Feature film | ☐ Short film | ☐ Documentary |
| ☐ TV series | ☐ Music video | ☐ Student film |
| ☐ TV movie | ☐ Commercial | ☐ Other _____ |

Title of Project: _____

Contact Name: _____

Production Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Cell: _____ Email: _____

Requested filming location(s): _____

Permission to film may be granted for night or weekend filming at an additional expense.

- ☐ Street closure required. (Enclose Temporary Road Closure Application.)
☐ 200 Foot Notice enclosed. (Enclose proof of written notice and publication.)

Date(s)/Time(s) requested: _____

Scene(s) to be filmed (please describe accurately): _____

Describe use of animals, firearms, special effects, simulated violence, and/or scenes that would disturb the public: _____

of Cast/Crew: _____ # of Cars: _____ # of Trucks: _____ # Other vehicles: _____
Please provide license plate numbers.



FILMING LICENSE APPLICATION (cont)

Applicant agrees to comply with all rules and restrictions imposed by the Borough during its activities on Borough property. All materials not originally at the film site, including trash and debris, must be removed prior to completion of filming. Failure to comply with any license requirements or conditions may result in revocation without refund of fees.

Signature _____

Date: _____

Print name and title _____

FEES: Basic - \$100 (No fee for non-profit/student films)
Expedited - \$250* (If submitted less than 14 days prior to requested Filming Date)
Overnight parking/use of Borough lot(s) - \$ at cost
Police/Fire protection - \$ at cost Department
of Public Works - \$ at cost Street closure - \$500
per day
Use of Borough buildings, public parks - \$500 per facility, per day

INSURANCE: Applicant must file its **Certificate of Insurance (COI)** and **Defense, Indemnification, and Hold Harmless Agreement** prior to issuance of a license. An employee, volunteer, contact, agent, or representative of Applicant must personally execute the annexed **Release/Waiver and Hold Harmless Agreement** prior to accessing the Borough Property.

OFFICIAL USE ONLY

Date received: _____

Payment: _____

Approved by: _____

Date: _____

Approved filming date(s)/time(s): _____

Approved location(s): _____

Additional conditions apply to issuance: _____



BOROUGH OF HIGHLANDS

151 Navesink Ave.
Highlands, NJ 07732
www.highlandsborough.org
(732) 872-1224

FILMING LICENSE APPLICATION INSTRUCTIONS

Dear Applicant,

Prior to issuance of a Film License, the Borough requires that a Certificate of Insurance be filed with the Borough Administrator.

The Certificate must show a minimum of \$1,000,000 for bodily injury to any one person per occurrence, and \$3,000,000 aggregate per occurrence. THE BOROUGH OF HIGHLANDS AND ITS OFFICIALS, EMPLOYEES, AND AGENTS MUST BE NAMED AS ADDITIONAL INSURED AND BOROUGH OF HIGHLANDS SHOWN AS CERTIFICATE HOLDER.

Your insurance company (agent) must be told of this requirement and the above bold paragraph. They will, at the time, issue the Certificate of Insurance which will be emailed to clerk@highlandsborough.org.

Please make sure the term of the insurance (effective date to expiration date) falls within the dates you anticipate using and filming in Highlands.

In addition, a corporate representative authorized to bind the applicant must execute the annexed Defense, Indemnification, and Hold Harmless Agreement prior to issuance of a license, and each employee, volunteer, contractor, agent, or representative of Applicant must personally execute the annexed Release/Waiver and Hold Harmless Agreement prior to accessing Borough Property.

If you have any questions concerning this application, please call Borough Administrator at (732) 872-1224.

Thank you for choosing the Borough of Highlands for your filming location and thank you for your cooperation.



DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS AGREEMENT

In recognition of the Borough of Highlands permitting one or more employees, volunteers, contractors, agents, or representatives of _____ ("LICENSEE"), to

enter onto property of the Borough of Highlands, more particularly: _____

_____ (the "Site"), for the purpose of:

_____ (the "Activities"),
LICENSEE agrees to defend, indemnify, and hold harmless the Borough of Highlands, and any of its employees, officials, agents, volunteers or representatives against any and all claims for bodily injury, personal injury, property damage, or legal defense costs arising out of the actual or alleged negligence of LICENSEE, or any of its employees, volunteers, contractors, agents, or representatives. Furthermore, LICENSEE has been advised that its employees, volunteers, contractors, agents, or representatives are being granted access to the Site AT THEIR OWN RISK. By signing below, the undersigned authorized representative of LICENSEE acknowledges and agrees to voluntarily assume all risks of personal injury or death to its employees, volunteers, contractors, agents, or representatives or damage to its or their personal property, and agrees to defend, indemnify, and hold harmless the Borough of Highlands, and any of its employees, officials, agents, volunteers or representatives, from any and all claims for personal injury, death or property damage arising out of, or resulting from access to or presence on the Site by property, employees, volunteers, contractors, agents, or representatives of LICENSEE, whether or not negligence on the part of the Borough of Highlands, or any of its employees, officials, agents, volunteers or representatives contributed in any way thereto.

LICENSEE certifies that it maintains the following minimum insurance coverages, and that the Borough of Highlands and its officers, employees, and agents will be named as Additional Insured on the General Liability and Auto Liability coverages:

Commercial General Liability Insurance: Limits of \$1 Million per Occurrence, \$3 Million Aggregate, and \$1 Million Bodily Injury to any one person.

Owned, Leased, and Hired/Non-Owned Commercial Automobile Liability Insurance:
Limit of \$1 Million CSL.

Worker's Compensation Insurance: Part A - Statutory Limits; Part B
\$500,000/\$500,000/\$500,000

(Signature of LICENSEE's Authorized Representative)

Date

(Print Name and Title)



RELEASE/WAIVER AND HOLD HARMLESS AGREEMENT

I, _____, an employee, volunteer, contractor, agent, or representative of _____ ("LICENSEE"), am requesting permission enter onto property of the Borough of Highlands, more particularly:

_____ (the "Site"), on behalf of LICENSEE.

I acknowledge that I have requested permission to enter the facility AT MY OWN RISK, and I voluntarily assume all risks of personal injury, death, or property damage, and accept FULL RESPONSIBILITY for any and all damage, injury or death that may occur from my access to or presence on the Site.

I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, FULLY RELEASE the Borough of Highlands, and any of its employees, officials, agents, volunteers, or representatives, FROM ANY AND ALL LIABILITY whatsoever for any and all damages, losses or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses, and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my access to or presence on the Site, whether or not negligence on the part of the Borough of Highlands, or any of its employees, officials, agents, volunteers or representatives contributed thereto.

I, individually, and on behalf of my heirs, successors, assigns, and personal representatives, hereby agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Borough of Highlands, and any of its employees, officials, agents, volunteers or representatives (in their official and individual capacities) from any and all liability, loss, damage, or expense, including attorneys' fees, which arise out of, occur during, or are in any way connected with my access to or presence on the Site, whether or not negligence on the part of the Borough of Highlands, or any of its employees, officials, agents, volunteers or representatives contributed thereto.

I agree to adhere to comply with all safety and security requirements of the Borough of Highlands and its representatives both before and during my access to the Site.

I HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE/WAIVER AND HOLD HARMLESS AGREEMENT SET FORTH ABOVE. I AM AWARE THAT THIS IS A COMPLETE RELEASE OF LIABILITY, AND I FURTHER AGREE THAT THIS WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT IS BINDING UPON MY HEIRS, SUCCESSORS, ASSIGNS, AND PERSONAL REPRESENTATIVES.

Sign

Print Name

Date