



Town of Morristown, Office of the Town Clerk
200 South Street, 1st Floor
Morristown, New Jersey 07960
Tel: 973-292-6636
townclerk@townofmorristown.org

APPLICATION FOR FILMMAKING/PHOTOGRAPHY

*(Application must be submitted **at least THIRTY (30) DAYS** prior to first day of filming)*

Completed applications shall be returned to the Office of the Town Clerk along with proof of insurance coverage for bodily injury for any one person in the amount of \$1,000,000 and for any aggregate occurrence in the amount of \$3,000,000. The Town of Morristown shall be named as an additional insured on the policy and a certificate of insurance shall be delivered to the Town at the time that the application is filed.

Written notification of the filming shall be sent to all affected residents and/or businesses at least five (5) days prior to the requested filming date and must advise that objections may be filed with the Town Clerk. Proof of service of said notice shall be submitted to the Town Clerk. Failure to provide proof of service will result in the denial of your application for filming.

This application must be reviewed by the Police Department and the Business Administrator prior to the issuance of a filming permit. An officer is required on-site during filming unless determined otherwise by the Chief of Police or his designee. **A filming questionnaire from the Bureau of Police must be completed and submitted together with this application. It is the responsibility of the Applicant to contact the Police Bureau at 973-538-2200.** The Police Bureau will explain the safety requirements for filming, regulations regarding traffic control and the appropriate location of vehicles and equipment. Upon approval by the Police Bureau, applications will be forwarded to the Business Administrator for review.

The Applicant shall permit the Fire Bureau or other Town Officials to inspect the site and the equipment to be used. The Applicant shall comply with all safety instructions issued by the Fire Bureau or other Town Officials. **It is the responsibility of the Applicant to contact the Morristown Fire Bureau at 973-292-6605 when making application for any filming activity that includes: (i) open flames, (ii) propane and/or (iii) portable generators.**

§10-4 Fees. The schedule of fees for the issuance of filming permits are as follows:

- A. \$500 Basic application fee
- B. \$500 per day fee payable in addition to the application fee
- C. Additional Town property fee: Up to 8 hours - \$750/day 8+ hours - \$1,000/day
- D. Application amendment fee: \$250/change

Expedited Processing Fees:

\$1,000 application fee

\$1,000 per day filming fee

Applicant is responsible for all costs associated with Police overtime and cruisers, as well as Public Works personnel, as determined by the by the Business Administrator.



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SECTION 1. APPLICANT INFORMATION

Company Name: _____ Contact: _____

Address: _____

Phone Number: _____ E-Mail: _____

SECTION 2. PRODUCTION INFORMATION

Filming in residential zones shall be permitted Monday - Friday between the hours of 8AM-9PM including any required setup and breakdown.

Project Name: _____ Product (if applicable): _____

Date: _____ Hours: _____

Location: _____ ☐ Interior ☐ Exterior

Additional date(s) and/or location(s)? ☒ No *If No, skip to Section 2(b) below* ☐ Yes

(a). Additional Date(s) and/or Location(s)

Date: _____ Location: _____ Hours: _____ ☐ Interior ☐ Exterior

Date: _____ Location: _____ Hours: _____ ☐ Interior ☐ Exterior

(b). Filming Type and Details

☒ Feature	☐ Commercial	☐ Still Shoot	☐ Non-Profit
<i>Motion pictures, short films, mini-series, television programs or series, and documentaries</i>	<i>Commercials, music videos, industrial or educational films, and web programs</i>	<i>Commercial still photographs and all activity attendant to staging or shooting</i>	<i>Film produced by a 501(c)(3) organization or filming conducted by a student</i>

Completed filming questionnaire from the Police Bureau attached? ☒ Yes ☐ No

Open flame, portable generator, propane and/or fog machine/hazer? ☐ No ☐ Yes

Food trucks/craft services? Yes No

SECTION 3. INSURANCE AND NOTICE

Liability Ins. Co.: _____ Policy No.: _____ Exp. Date: _____

Required proof of service notifying affected residents and/or business attached? ☐ Yes ☐ No

SECTION 4. HOLD HARMLESS

I am an authorized agent of the applicant listed in Section 1 of this application. Applicant agrees to indemnify the Town of Morristown and to be solely and absolutely liable upon any and all claims, suits and judgments against the Township occurring as a result of the activities of this application.

Name: _____ Signature: _____ Date: _____

Morristown Police Bureau Filming Questionnaire

****Please contact Captain Heuneman of the MPB to make arrangements****

Address(s): _____

Filming company: _____

Location scout / manager: _____

Filming date(s): _____

Type of film (Check one): ☐ Motion / ☐ Commercial / ☐ Non-profit / ☐ Still

Officer requested: ☐ Yes / ☐ No

PARKING			
On street parking?	☐ Yes / ☐ No		
Production parking is limited to one side of the street, ONLY. Parking must be on the side of the production unless specifically marked as "No parking." Illegal parking will not be tolerated and will be enforced!			
No parking signs required?	☐ Yes / ☐ No	If yes, how many?	Number of signs: _____
Self-parks?	☐ Yes / ☐ No	If yes, how many?	Number of self-parks: _____
Parking meters?	☐ Yes / ☐ No	If yes, notification to the Parking Authority is required along with proof of payment (973-539-4810).	

CATEGORY A:			
Blocking sidewalk / wires across sidewalk?	☐ Yes / ☐ No	Setup in street (Any portion)?	☐ Yes / ☐ No
Motion picture?	☐ Yes / ☐ No	Pyrotechnics?	☐ Yes / ☐ No
Filming across the street or from the street?	☐ Yes / ☐ No	Imitation firearms or knives?	☐ Yes / ☐ No

If any question is answered "Yes" in Category A, a police officer will be required!

CATEGORY B:			
Outside normal hours (Before 8am after 9pm)	☐ Yes / ☐ No	Exterior lighting?	☐ Yes / ☐ No
Motorhome on street? If yes, an officer required.	☐ Yes / ☐ No	Generator truck?	☐ Yes / ☐ No
Weekend?	☐ Yes / ☐ No	Passenger vans? Number of vans:	☐ Yes / ☐ No
Box trucks? Number of trucks:	☐ Yes / ☐ No	Noteworthy talent? If yes, who?	☐ Yes / ☐ No
Total number of cast/crew? _____			

It is at the discretion of the Morristown Police Bureau if an officer is required if any question is answered "Yes" in Category B.

Notes:			
Office use only. Do not write below this line			
Officer required:	[] Yes / [] No	Approved by: _____	Permit # _____
<i>All film shoots require the presence of a police officer unless otherwise determined by the Morristown Police Bureau.</i> <i>For safety purposes, officers shall be scheduled to include 30 minutes before and 30 minutes after the permitted shoot time, as indicted by the times submitted to the Clerk's Office on the permit application.</i>			

INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is made effective on _____ by and between _____ ("Film Applicant") with a principal address of _____ and **Town of Morristown** ("Morristown") with an address of 200 South Street, Morristown, New Jersey 07960 are sometimes individually referred to as "Party" and collectively referred to as the "Parties."

WHEREAS, Film Applicant has made application to obtain a Film Permit from the Town of Morristown to enable it to take still or motion pictures either on film or videotape or similar recording medium, for commercial or educational purposes intended for viewing on television, in theaters or for institutional uses ("Filming") to be held on public lands located at the street(s) and sidewalk(s) _____ ("Town Property") on _____ date(s) from _____ (hour) to _____ (hour); and

WHEREAS, in exchange for valuable consideration, Film Applicant desires to indemnify the Town of Morristown and to be solely and absolutely liable upon any and all claims, suits and judgments against the Town occurring as a result of the filming activities permitted pursuant to Morristown Code Chapter 10.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, Film Applicant and Morristown hereby agree as follows:

1. **Indemnification.** Film Applicant shall fully defend, indemnify, and hold harmless Morristown from and against any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury of any kind whatsoever, whether brought by any individual, private entity or federal, state, or local governmental body or agency, arising out of: (i) any filming activity conducted by Film Applicant on or within the Town Property during or otherwise in connection with the Filming; or (ii) the gross negligence or willful misconduct of Film Applicant, its officers, owners, employees, contractors or agents during the filming activity conducted by Film Applicant during or otherwise in connection with the Filming. This indemnification applies to and includes the payment of all penalties, fines, judgements, awards, decrees and related costs or expenses, and any reimbursements to Morristown for all reasonable legal fees, expenses, and costs incurred by it.
2. **Insurance.** Film Applicant shall file with the Town Clerk a Certificate of Liability Insurance naming the Town of Morristown as an additional insured. **The following wording must appear on the insurance certificate: "The certificate holder (Town of Morristown) is included as an additional insured with respect to losses arising solely from the permitted activity to be held on public lands as presented on the application on file with the Town Clerk."**
3. **Authority to Enter Agreement.** Each Party warrants that the individuals who have signed this Agreement have the actual power, right, and authority to make this Agreement and bind each respective Party.
4. **Amendment; Modification.** No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
5. **Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

6. **Attorneys' Fees and Costs.** If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party, if any, shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that Party is entitled. In the event that it is the subject of dispute, the court who presides over such legal action or proceeding is empowered to determine which Party, if any, is the prevailing party in accordance with this provision.
7. **Entire Agreement.** This Agreement contains the entire agreement between the Parties related to the matters specified herein and supersedes any prior oral or written statements or agreements between the Parties related to such matters.
8. **Enforceability, Severability, and Reformation.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
9. **Applicable Law.** This Agreement shall be governed exclusively by the laws of New Jersey.
10. **Exclusive Venue and Jurisdiction.** Any lawsuit or legal proceeding arising out of or relating to this Agreement shall be exclusively brought and litigated in the federal and state courts of New Jersey. Each Party expressly consents and submits to this exclusive jurisdiction and exclusive venue. Each Party expressly waives the right to challenge this jurisdiction and/or venue as improper or inconvenient. Each Party consents to the dismissal of any lawsuit that they bring in any other jurisdiction or venue.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date listed above.

FOR FILM APPLICANT:

Signature: _____

Print: _____

Title: _____

Date: _____

FOR TOWN OF MORRISTOWN:

Signature: _____

Print: _____

Title: _____

Date: _____

FILMING NOTICE TEMPLATE

Notification to neighbors must be provided in writing outlining the specific details of filming and contact information. This notification must be on the filming company's letterhead and follow the format below:

[Company Letter Head]

To: Neighbors of _____ [filming location street(s)]

From: _____ [Company Contact Person]

Date: _____

RE: Filming Activity on _____ [filming location street(s)]

_____ [Company Name] has applied for a permit to film a [filming type]
_____ in Morristown on _____

[proposed filming date(s)] between ____ am/pm and ____ am/pm [set up, film, wrap] at the
above referenced location(s).

There will be ____ crew members, ____ trucks, ____ vans, ____ generators, ____ catering trucks,
____ crew cars at the site [indicate number of each].

Vehicles will be parked on [] the property of the homeowner, [] public street(s), and/or [] in a
municipal parking lot. Please see the enclosed parking map and list of streets/lots for reference.
In compliance with Town Code, no vehicles will arrive before 8:00 am. If any vehicles arrive prior
to 8:00 am, please call the Morristown Police Bureau non-emergency line at 973-538-2200.

If you have any questions or concerns, you may contact the Office of the Town Clerk at
townclerk@townofmorristown.org or 973-292-6636.

Location Manager: _____

Location Manager's Direct Contact No.: _____

PROOF OF SERVICE
NOTIFICATION OF FILMING ACTIVITY
Pursuant to Town of Morristown Code § 10-3(a)

SECTION 1. APPLICANT INFORMATION

Company Name: _____ Contact: _____ Phone: _____

Address: _____ E-Mail: _____

SECTION 2. PRODUCTION INFORMATION

Project Name: _____

Date: _____ Hours: _____

Location: _____ ☐ Interior ☐ Exterior

Additional date(s) and/or location(s)? ☐ No *If No, skip to Section 2(b) below* ☐ Yes

(a). Additional Date(s) and/or Location(s)

Date: _____ Location: _____ Hours: _____ []Interior []Exterior

Date: _____ Location: _____ Hours: _____ [] Interior [] Exterior

(b). Filming Type: ☐ Feature ☐ Commercial ☐ Still Shoot ☐ Non-Profit or Student Film

SECTION 3. SERVICE DATA AND CERTIFICATION

1. I am the Applicant or an authorized agent of the Applicant listed in Section 1.
2. I served the required notice **at least five (5) days in advance** of the scheduled filming activity or within 24 hours of making application to film and said notice included the following information: (i) Production Information as listed in Section 2, (ii) number of vehicles and location(s) of where vehicles will be parked, and (iii) a statement advising objections to the scheduled filming activity may be filed with the Office of the Town Clerk; **a copy of which is attached and made a part hereof**, upon all **affected residents and/or businesses** by handing a copy of such notice to each of said owners, or by handing a copy of such notice to the agent of the owner in charge of the property, as follows:

[illegible]

