

## Commercial Film/Photography Permit Application

1. Production Company Name \_\_\_\_\_  
Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_ Fax (optional): \_\_\_\_\_
  
2. Main Contact/Title: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_
  
3. Title of Production: \_\_\_\_\_
  
4. Type of Production (check any that applies):
 

<input type="checkbox"/> Feature Film	<input type="checkbox"/> Promotional Video	<input type="checkbox"/> Documentary/Educational
<input type="checkbox"/> TV Series/Movie	<input type="checkbox"/> TV Commercial	<input type="checkbox"/> Student Film/Photography
<input type="checkbox"/> Commercial Photography	<input type="checkbox"/> Portrait Photography	<input type="checkbox"/> Other: _____
  
5. Producer: \_\_\_\_\_ Director: \_\_\_\_\_
  
6. Location Manager: \_\_\_\_\_  
Cell Phone: \_\_\_\_\_ Email: \_\_\_\_\_
  
7. Location/Park: \_\_\_\_\_  
Description/Summary of Scene(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
# in Crew: \_\_\_\_\_ # in Cast/Talent: \_\_\_\_\_
  
8. # of Vehicles: \_\_\_\_\_ Parking/vehicle access in designated public parking/roadway areas only – if there are other vehicle access needs, briefly describe below:  
\_\_\_\_\_
  
9. Type and number of vehicles/equipment (check any that applies).  
Please note that remote control video aircraft (drones) are prohibited by EBRPD Ordinance 38.
 

<input type="checkbox"/> Personal Vehicle, #: _____ (Car, SUV, Mini-Van, etc.)	<input type="checkbox"/> Camera/Grip Truck, #: _____	<input type="checkbox"/> Motor Home, #: _____
<input type="checkbox"/> 5-ton Equipment Truck, #: _____	<input type="checkbox"/> Caterer, #: _____	<input type="checkbox"/> Crane, #: _____
<input type="checkbox"/> Dolly Track, #: _____	<input type="checkbox"/> Generator	<input type="checkbox"/> Lighting
<input type="checkbox"/> Other: _____		

**Please note that remote control video aircraft (drones) are prohibited by EBRPD Ordinance 38.**
  
- 10: Date(s) of Production: \_\_\_\_\_

I have read, understand and agree to the attached Conditions and Fee Schedule provided by East Bay Regional Park District.

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## Commercial Film/Photography Permit Application CONDITIONS & FEE SCHEDULE

1. The permit is not transferable and is revocable at any time at the will of the East Bay Regional Park District (“Park District”).
2. Permittee shall not make any alterations on the landscape nor erect any structures nor interfere with any normal public use of the parks.
3. All federal, state, local and District laws and regulations (Ordinance 38) shall be complied by Permittee. See: <http://www.ebparks.org/rules>
4. Film Permits are generally issued in 10 to 15 business days upon approval of application.

### 5. **ALL PERMITS REQUIRE THE FOLLOWING INSURANCE:**

- A. General Liability Insurance (bodily injury and property damage) on an occurrence basis in an amount not less than \$2 million per occurrence and at least \$2 million in the aggregate.
- B. Automobile Liability (bodily injury and property damage) in an amount not less than \$1 million per occurrence extending to owned, non-owned and hired vehicles.
- C. Workers’ Compensation as required by law and Employer’s Liability with limits of \$500,000 per occurrence (if employees will be used).
- D. Certificates of Insurance - All insurance shall include East Bay Regional Park District as additional insured and the insurance shall be primary. The following **must** be noted on the Certificate of Insurance to demonstrate appropriate insurance coverage.
  - i. **List as Certificate Holder**  
**East Bay Regional Park District**  
**Risk Management**  
**2950 Peralta Oaks Court**  
**Oakland, CA 94605-038**
  - ii. **Additional Insured Endorsement** - The following language must appear on the Certificate of Liability Insurance in the Description of Operations box:  
**“The East Bay Regional Park District, its officers, employees and agents are named as an additional insured with respect to liability arising out of (Filming or photography activities). This insurance shall be **Primary.**”**
- E. **Required Endorsements - You must provide copies of the Additional Insured and Primary Insurance Endorsements and Waiver of Subrogation to the Park District.** These are separate, stand-alone documents that you must provide in addition to the Certificate of Insurance:
  - i. Additional Insured Endorsements are required for General Liability and Auto Liability Insurance. Sample attached.
  - ii. Primary Insurance Endorsement is required for General Liability Insurance. Sample attached.
  - iii. Waiver of Subrogation Endorsement in favor of the Park District is required for Workers’ Compensation Insurance.

## **6. INDEMNITY:**

Permittee agrees to indemnify, hold harmless, defend and protect District, its officers, directors, agents, employees, and invitees (each of which is an indemnitee) from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses (including attorneys' fees), penalties, judgments, or obligations whatsoever for or in connection with injury (including death) or damage to any person or the loss or damage of property to whomsoever belonging or pecuniary or monetary loss resulting from, arising out of, or in any way related to the Permit or activity conducted by or the omission of Permittee, unless the injury or loss is caused by the sole negligence or intentional and willful misconduct of District, its officers, directors, agents or employees. This section shall survive termination or expiration of this Permit.

## **7. FILM PERMIT/COMMERCIAL PHOTOGRAPHY PERMIT FEES:**

Half Day: \$750.00

Full Day: \$1,250.00

Or Hourly Rate: \$165.00 per hour

## **8. INDIVIDUAL/PORTRAIT PHOTOGRAPHY PERMIT FEES:**

Annual Permit Fee: \$100.00

## **9. STUDENT PERMITS:**

A fee waiver may be requested for student film/photography permits. A valid student ID must be submitted with the application to be eligible for the Student Permit Fee Waiver. Additional fees (see below) may not be waived.

## **10. ADDITIONAL FEES:**

Parking/Entrance Fees vary per park. You may be required to pay for parking per vehicle at some, but not all, locations. Reservations Fees vary, but are usually required for any reservations at picnic/camping site, or any other rental facility. To inquire about rates or to reserve a site, call: 1-888-EBPARKS (1-888-327-2757), option 2, then option 1.

Staff OT Rates: \$75.00/hour

## **11. PAYMENT:**

Check payments only. Make check out to: **East Bay Regional Park District**,  
*Invoices and W-9 forms may be requested if required for payment.*

## **12. SUBMISSION:**

Film Permit application may be submitted as follows. Email: [filmphotopermits@ebparks.org](mailto:filmphotopermits@ebparks.org) or  
Mail to: Attention: Film Coordinator, Public Affairs  
East Bay Regional Park District  
2950 Peralta Oaks Court, Oakland, CA 94605

**SAMPLE OF SEPARATE, STAND-ALONE GENERAL LIABILITY ADDITIONAL INSURED AND  
PRIMARY INSURANCE ENDORSEMENT**

Policy Number: XXXXXXXX

Named Insured: Your Name and Company.

COMMERCIAL GENERAL LIABILITY  
CG XXXXX

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED –  
DESIGNATED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Additional Insured Person(s) Or Organization(s)**

East Bay Regional Park District  
2950 Peralta Oaks Court  
Oakland, CA 94605

Additional  
Insured  
Endorsement

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations)

Section II – **Who Is an Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is an Insured section of this contract) with primary insurance such as is afforded by this policy, then **this insurance is primary** and we will not seek contribution from insurance available to such person or organization.

Primary  
Insurance  
Endorsement