



**PHILADELPHIA
PARKS &
RECREATION**

Media Permit

"For Office Use Only"

Revised 12/15/16

Permit Number _____

Read and complete the following six steps. Faxed or emailed applications will not be accepted.

Permit is only valid once numbered and signed

STEP 1. Select Type of Permit (check the proper box)

Rate schedule is per diem.

Types	Rittenhouse Square/Water Works #			Art Museum Steps			Boathouse Row/Other Park Areas		
	< 10 Days	< 3 Days		< 10 Days	< 3 Days		< 10 Days	< 3 Days	
<input checked="" type="checkbox"/> Studio (production by any motion picture studio)	\$3500.00	\$4375.00	\$4550.00	\$1000.00	\$1250.00	\$1300.00	\$500.00	\$625.00	\$700.00
<input type="checkbox"/> Documentaries	\$2500.00	\$3125.00	\$3250.00	\$500.00	\$625.00	\$700.00	\$500.00	\$625.00	\$700.00
<input type="checkbox"/> TV Shows and Series	\$1000.00	\$1250.00	\$1300.00	\$500.00	\$625.00	\$700.00	\$500.00	\$625.00	\$700.00
<input type="checkbox"/> Commercials (filming of a television commercial or advertisement)	\$1000.00	\$1250.00	\$1300.00	\$500.00	\$625.00	\$700.00	\$500.00	\$625.00	\$700.00
<input type="checkbox"/> Music Video	\$1500.00	\$1875.00	\$1950.00	\$1000.00	\$1250.00	\$1300.00	\$500.00	\$625.00	\$700.00
<input type="checkbox"/> Industrials (filming or photos for internal use by a private or public entity)	\$500.00	\$625.00	\$700.00	\$500.00	\$625.00	\$700.00	\$500.00	\$625.00	\$700.00
<input type="checkbox"/> Still Photos (photo shoot by a professional for private or commercial use e.g. magazine, catalogue, etc.)	\$500.00	\$625.00	\$700.00	\$500.00	\$625.00	\$700.00	\$200.00	\$300.00	\$400.00
<input type="checkbox"/> Press Conf., Tourism, B-Roll, PSA, Students (Security Deposit is required)	Free	\$100.00	\$200.00	Free	\$100.00	\$200.00	Free	\$100.00	\$200.00

Security Deposit and application will be required for ALL media permit types. Rate schedule is per diem. Security Deposit will be based on the location, scope and impact of the shooting; minimum security deposit is \$250.00.

These sites require PPR staff for the duration of filming. Staff costs will be charged to the applicant. No music videos will be permitted in Rittenhouse Square.

STEP 2. Provide Production Information.

Production Company _____ Contact _____ Email _____

Street address _____ City _____ State _____ Zip code _____

Telephone number _____ Fax number _____ Cellphone number _____

STEP 3. Provide Location Information

Name of film _____ Date(s) of filming _____ Hours of filming (from - to) _____

Park requested (include specific location) _____ Indoors Outdoors

Estimated attendance _____ Description of all equipment and content of shoot (attach a detailed description of filming) _____

Will you be erecting tents or canopies? yes no Quantity & Sizes _____ Will you require road closures or have significant parking needs? Explain. _____

Parking or driving on grass, sidewalks, service roads or athletic fields is strictly prohibited.

Permit Number

STEP 4. Read and Sign

Return the completed application with a check payable to FAIRMOUNT PARK in the amount of \$25.00. The application will not be processed until the Special Events Office has received the completed application and check. Filing date will be the date that the completed application and check is received by the Special Events Office. This application fee applies to all filming requests, including Tourism, B-Roll, PSA and Student. The application fee is a non-refundable processing fee. **All checks returned for insufficient funds will incur additional charges.**

Applications must be filed at least 10 business days before the first day of shooting to avoid additional charges. Applications filed less than 10 business days before the first day of shooting will be charged an additional \$100 or 25% of the site fee, whichever is greater. Applications filed less than 3 business days before the first day of shooting will be charged an additional \$200 or 30% of site fee, whichever is greater. The Student, PSA, Tourism, and B-roll filing with less than 10 business days will be charged \$100.00; less than 3 business days will be charged \$200.00. Refer to the pricing chart on page one to determine the applicable site fee.

Press Conference, Tourism, B-Roll, PSA, and Student filming must be approved by the PPR First Deputy Commissioner. Student Film projects must include a letter from a faculty member, on school letterhead, indicating the filming is relevant to course work. In addition, the school will assume all liability for insurance as set forth in Exhibit "A", a copy of which is attached hereto and made a part hereof. In all cases, a security deposit is required.

A Certificate of Insurance with the minimum liability required by the Office of Risk Management, listing the City of Philadelphia and its' employees, agents and officers as additionally insured, must be filed with this application.

A copy of the permit must remain on-site for review at all times. Permits are non transferable.

Refunds will not be granted for inclement weather. Additional fees may be charged for rescheduling.

Applicant shall ensure that all parties involved in the shoot shall not drive or park vehicles on grass, sidewalks, athletic fields or service roads.

No tobacco product may be used on any land or facility under the jurisdiction of PPR and the permit holder is responsible to ensure that all event participants and spectators are notified of such, throughout the time of the permit, and in compliance.

All Applicant types shall be responsible for all City costs, including personnel. The number and type of employees required is based on location and scope of work, as determined by the PPR Special Events Manager. Road closures require Philadelphia Police and all costs associated with road closures must be paid by the applicant. Most locations require a minimum of one Park employee for the duration of the filming.

Applicant understands that failure to pay all costs for clean-up/repair, misrepresentations regarding the nature or scope of the shoot, or violations of the terms of the permit may be grounds for denial of future permit applications and a forfeiture of the security deposit.

Security deposits will be refunded within 60 days after the shoot date if all permit restrictions are followed and the park is left clean and without damage. The amount of the security deposit will be determined by the location of the shoot and the scope of activity.

PPR is not able to provide amenities such as sound systems, tables, chairs, tents, portable washroom facilities or other support materials and services. Provisions for parking are NOT included in the issuance of any PPR permit.

Fastening or attaching any rope, sign, banner, flyer or other object to any tree or shrub at any PPR site is strictly prohibited and automatically forfeits the security deposit.

The use of aerial or above ground photography equipment may require additional approvals and/or incur additional charges.

Applicant agrees to faithfully observe and comply with the conditions, regulations and provisions prescribed herein and by the regulations of Fairmount Park and the City of Philadelphia and the laws of the Commonwealth of Pennsylvania.

Applicant agrees to indemnify and hold harmless the City of Philadelphia from any liability to any person resulting from any property damage or personal injury occurring in connection with the shoot caused by the applicant or the sponsoring organization, its officers, employees, or any person under its control. **I do solemnly swear (or affirm) that all given statements made on this application are full and true to the best of my knowledge and beliefs. I have read the terms and conditions outlined above and agree to abide by them.**

Signature of applicant

Date

STEP 5. Select Form of Payment (Cash will not be accepted)

Check _____ Money Order _____

All checks and money orders should be made payable to **FAIRMOUNT PARK**. **All checks returned for insufficient funds will incur additional charges.**

STEP 6. Submit the Application

- 1. Return this completed form **no later than 10 days prior to shoot. (Faxed or emailed applications will not be accepted).**

**Philadelphia Parks & Recreation
CASE Bldg. / Special Events Office
4300 South Concourse Drive
Philadelphia, PA 19131
Phone: (215) 685-0060**

- 2. You will also need to include:
Payment - which includes \$25.00 application fee as well as any appropriate site fee and security deposit.
Certificate of Insurance: The City of Philadelphia must appear as an "additional insured" and the certificate holder for \$1 million per occurrence. Students – Letter from instructor on school letterhead.
- 3. You will receive an invoice for any PPR staff overtime, or additional costs incurred.

Exhibit "A"

1. Applicant desires to access the City of Philadelphia property (the "Property") listed in the Media Permit (the Permit") attached hereto for the purposes set forth in the Permit (the "Project"). The City acknowledges and agrees that the Project may include, but not be limited to, City employees and/or the City's mark
2. The City has agreed to give Applicant the Permit to enter the Property in pursuing the making of the Project under those certain terms and conditions set forth in this Exhibit "A".
4. Applicant acknowledges that, with respect to any rights, permissions, and licenses granted herein by the City to Applicant hereunder (including, without limitation, those relating to the Permit, the City's ownership of the Property or copyright or trademark rights in the Property), the City is granting Applicant all rights, permissions, licenses, etc. that the City has the power and authority under Applicable Law to grant to Applicant. The City makes no representations or warranties of any kind or nature whatsoever with respect to the extent of its power to grant such rights, permissions, and licenses (including, without limitation, those relating to the Permit, the City's ownership of the Property or copyright or trademark rights in the Property or anything on the Property), except that, to the extent the City has any power to grant such rights, permissions, and licenses (including, without limitation, those relating to the Permit, the City's ownership of the Property or copyright or trademark rights in the Property or anything on the Property) to Applicant, the City is granting such rights, permissions, and licenses to Applicant hereunder.
5. Applicant, in consideration of permission given in the Permit, hereby agrees for itself and for its heirs, executors and administrators to release, waive or forever discharge the City, its employees, officers, agents and representatives from any and all manner of claims, actions or causes of action, suits, demands whatsoever, in law or in equity, which it may have against the City, its employees, officers, agents and representatives in and/or on the Property, or in any way connected to or arising from its presence and/or taping or filming or photographic activities at or on the Property.
6. Applicant further acknowledges and agrees that it will indemnify, defend and hold harmless the City and all related persons and entities described in the preceding paragraph against any claims, acts, or proceedings based upon or related to its entrance, presence, activities, interviewing, taping or filming, or taking photographs upon or in the Property and/or of City employees.
7. Applicant, being duly aware of the potential risks and hazards inherent upon visiting or entering on or into the Property, hereby elects voluntarily to visit and/or enter on or into the Property knowing that the condition of the Property may be hazardous. Applicant hereby voluntarily assumes all risks of loss, damage or injury, including death, that may be sustained while in, on, or about the Property whether said injury or damage may be due to the act, omission or negligence of the City, its representatives, its employees, officers, agents, contractors or otherwise.
8. Applicant will leave the Property upon the completion of its activities or upon the demand of the City, whichever is sooner.
9. Applicant shall, unless otherwise approved by the City's Risk Manager in writing, at its sole cost and expense, procure and maintain in full force and effect, covering the scope of the Permit, the types and minimum limits of insurance specified below. All insurance shall be procured from reputable insurers admitted to do business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. All insurance herein shall be written on an "occurrence" basis and not a "claims-made" basis. In no event shall Applicant exercise any rights under the Permit until the required evidence of insurance has been furnished. The insurance shall provide for at least thirty (30) days prior written notice to be given to the City in the event coverage is materially changed, cancelled, or non-renewed. The City of Philadelphia, its officers, employees, and agents, shall be named as additional insureds on the General Liability Insurance policy. An endorsement is required stating that the coverage afforded the City and its officers, employees, and agents, as additional insureds, will be primary to any other coverage available to them and, that no act or omission of the City shall invalidate the coverage.

(a) **Workers' Compensation and Employers' Liability.**

- (1) Workers' Compensation: Statutory Limits
- (2) Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.
- (3) Other states insurance including Pennsylvania.

(b) **General Liability Insurance.**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$1,000,000 advertising injury; \$2,000,000 general aggregate and \$1,000,000 aggregate for products and completed operations. The City may require higher limits of liability if, in the City's sole

discretion, the potential risk so warrants.

- (2) Coverage: Premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross liability; and broad form property damage (including completed operations).

(c) **Commercial Automobile Liability Insurance.**

- (1) Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability.
- (2) Coverage: Owned, non-owned, and hired vehicles.

The insurance requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in the Permit by Applicant to the City, or to limit Applicant's liability under the Permit to the limits of the policies of insurance required to be maintained by Applicant hereunder.

Certificates of insurance evidencing the required coverages must specifically reference the program for which they are being submitted. The original certificate of insurance must be submitted to the City at the address set forth in the Permit with a copy to:

City of Philadelphia
Division of Risk Management
1515 Arch Street, 14th Floor
Philadelphia, Pennsylvania 19102

prior to Applicant exercising any rights under the Permit. The City reserves the right to require Applicant to furnish certified copies of the original policies of all insurance required under the Permit at any time upon (10) days written notice to Applicant.

10. The City gives Applicant permission to place all necessary facilities and equipment on the Property. Applicant agrees to remove same equipment after completion of work and leave the Property in as good of condition as when received.

11. The City grants Applicant all rights of every kind in and to the film footage/photographs including, but without limitation, to exploit the materials throughout the world, an unlimited number of times in perpetuity in any and all media, now known or hereafter invented in connection with Applicant. Notwithstanding the foregoing, the City shall have the right to use the footage to illustrate, promote, and advertise the City of Philadelphia.

12. Applicant shall represent and warrant that its "end-credits", or other appropriate section, shall include at least an acknowledgement of its use of the assistance provided by the City of Philadelphia.

13. The City understands that it shall not be entitled to receive any compensation in respect of any matter referred to in the Permit. Notwithstanding the foregoing, Applicant covenants and agrees that it will make a version of the Project, i.e., a DVD, book, calendar, magazine issue, etc., available to the City for its library.

14. The Permit is given pursuant to the terms of the Philadelphia Home Rule Charter and in its performance Applicant shall not discriminate against any person because of race, color, religion, sex or national origin. In the event of such discrimination, the City may immediately revoke the Permit.

15. Applicant shall comply with the following all of which are referred to as the "Applicable Law(s)": all present and future Federal, state, City and local laws, statutes, regulations and ordinances (including, but not limited to, all environmental laws, The Fair Practices Ordinance, The Philadelphia Code, Chapter 9-1100) and the applicable rules, methods, regulations of all governmental boards, bureaus, offices and commissions, and other agencies applicable to Applicant, the Property, the access, use and occupancy of the Property, and the exercise of any rights or the performance of any obligations under the Permit, including, without limitation, those laws, statutes, rules and regulations applicable to the environment, copyright and intellectual property, labor, occupational safety, health and welfare.

16. The Permit and all disputes arising under the Permit shall be governed, construed and decided in accordance with the laws of the Commonwealth of Pennsylvania.