



# City of Malibu

## Film Application/Permit

23825 Stuart Ranch Road - Malibu, CA 90265  
(805) 495-7521 Fax: (310) 456-5799 or (805) 495-7621  
CITY OF MALIBU TAX IDENTIFICATION NUMBER: 95-4324107

### FINAL PERMIT TO BE ON LOCATION & POSTED ON SITE AT ALL TIMES

RIDER NUMBER: \_\_\_\_\_ PERMIT NUMBER: \_\_\_\_\_ / \_\_\_\_\_

DATE SUBMITTED: \_\_\_\_\_

#### TYPE OF PRODUCTION:

- MOTION  STILL (CHOOSE ONE)  
 TV  FEATURE  COMM  VIDEO: TYPE \_\_\_\_\_  MUSIC  OTHER \_\_\_\_\_

COMPANY NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PRODUCTION NAME AND/OR NUMBER: \_\_\_\_\_

ORDERED BY: \_\_\_\_\_ PHONE #: \_\_\_\_\_ CELL#: \_\_\_\_\_

PRODUCTION MANAGER: \_\_\_\_\_ PHONE #: \_\_\_\_\_ CELL#: \_\_\_\_\_

LOCATION MANAGER: \_\_\_\_\_ PHONE #: \_\_\_\_\_ CELL#: \_\_\_\_\_

ON-SITE PRODUCTION COMPANY REPRESENTATIVE: NAME: \_\_\_\_\_ CELL#: \_\_\_\_\_

#### **LOCATION INFORMATION:** NOTE: 3 LOCATIONS MAXIMUM. PREP AND STRIKE DAYS ARE RESTRICTED TO 7AM TO 10PM/14 PEOPLE

LOCATION 1 \_\_\_\_\_

- PRIVATE PROPERTY  CITY ROAD USE  CITY PARK  ITC  POSTING ROADS  COUNTY BEACH

PARKING - (BE SPECIFIC): \_\_\_\_\_

SCENES: \_\_\_\_\_

SANITARY FACILITIES (PRODUCTION COMPANY MUST PROVIDE PORTABLE FACILITIES IF THE CREW AND CAST NUMBERS MORE THAN 15): \_\_\_\_\_

#### FILMING TIMES: NOTE FILMING IS PROHIBITED ON SUNDAYS.

CONSTRUCTION DATE (S) \_\_\_\_\_ STRIKE DATE(S) \_\_\_\_\_ HOLD DATES(S) \_\_\_\_\_

LOC #	DATE FROM	DATE TO	HOURS FROM	HOURS TO (TAILLIGHTS)	SPECIAL EFFECTS	CAST & CREW TOTAL	MISC. INFO.
1							
1							
1							

Permit is issued in accordance with Malibu Municipal Code Chapter 5.20  
 Questions and Concerns: Contact Malibu Film Office (805) 495-7521

**LOCATION 2**

PRIVATE PROPERTY    CITY ROAD USE    CITY PARK    ITC    POSTING ROADS    COUNTY BEACH

**PARKING - (BE SPECIFIC):** \_\_\_\_\_

**SCENES:** \_\_\_\_\_

**SANITARY FACILITIES** (PRODUCTION COMPANY MUST PROVIDE PORTABLE FACILITIES IF THE CREW AND CAST NUMBERS MORE THAN 15): \_\_\_\_\_

**FILMING TIMES: NOTE FILMING IS PROHIBITED ON SUNDAYS.**

CONSTRUCTION DATE (S)                      STRIKE DATE(S)                      HOLD DATES(S)

LOC #	DATE FROM	DATE TO	HOURS FROM	HOURS TO (TAILLIGHTS)	SPECIAL EFFECTS	CAST & CREW TOTAL	MISC. INFO.
2							
2							
2							

**LOCATION 3**

PRIVATE PROPERTY    CITY ROAD USE    CITY PARK    ITC    POSTING ROADS    COUNTY BEACH

**PARKING - (BE SPECIFIC):** \_\_\_\_\_

**SCENES:** \_\_\_\_\_

**SANITARY FACILITIES** (PRODUCTION COMPANY MUST PROVIDE PORTABLE FACILITIES IF THE CREW AND CAST NUMBERS MORE THAN 15): \_\_\_\_\_

**FILMING TIMES: NOTE FILMING IS PROHIBITED ON SUNDAYS.**

CONSTRUCTION DATE (S)                      STRIKE DATE(S)                      HOLD DATES(S)

LOC #	DATE FROM	DATE TO	HOURS FROM	HOURS TO (TAILLIGHTS)	SPECIAL EFFECTS	CAST & CREW TOTAL	MISC. INFO.
3							
3							
3							

<p><b>Permit is issued in accordance with Malibu Municipal Code Chapter 5.20</b>  <b>Questions and Concerns: Contact Malibu Film Office (805)495-7521</b></p>
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# GENERAL CONDITIONS OF FILMING PERMITS :

In accordance with Malibu Municipal Code Chapter 5.20

1. INDEMNIFICATION: Permittee agrees to indemnify, defend and hold harmless the City of Malibu as permittor, their agents, officers employees and contractors from and against any and all liability, expense, including defense costs and legal fees, and claims for damages of any nature, including those arising from the conditions of City facilities; such claims may include, but not be limited to, those alleging bodily injury, death, personal injury, or property damage hereunder. Permittee further agrees to indemnify, defend and hold harmless the City of Malibu from any and all workers compensation suits, liability or expenses arising from or connected with any services for or on the behalf of Permittee or any person pursuant to this permit.

2. INSURANCE: Without limiting Permittee's indemnification of Malibu, Permittee shall provide and maintain at its own expense during the term of this permit the following policy or policies of insurance covering its operations here-under. Such insurance shall be secured through a carrier satisfactory to the City and evidence of said insurance shall be delivered to the City of Malibu on or before the effective date of this permit. A General Liability Special Endorsement Form is required.

a. GENERAL LIABILITY: Such insurance shall include, but not be limited to, comprehensive general liability with a limit of \$1,000,000 per occurrence and evidence workman's compensation coverage. Such insurance shall be primary to other insurance maintained by the City and shall name the City of Malibu as additionally insured.

3. CONSIDERATION: Permittee shall pay, prior to issuance of the permit or subsequent rider, all fees and deposits required by the permit. In addition, Permittee agrees to pay, within ten (10) days, all subsequent charges for the use of a reservation, or City or County department(s) as a result of the permit.

4. ASSIGNMENT: It is understood and agreed that this permit is a license agreement and/or temporary use or encroachment permit and is not a lease and the permit is a personal, revocable and unassignable permission to perform the acts herein set out without reserving or granting to Permittee any interest in real property.

5. ANTI-DISCRIMINATION/COMPLIANCE WITH LAWS: Permittee agrees not to discriminate, distinguish or restrict on account of color, race, religion, ancestry, or nation origin contrary to the provisions of Section 51 of the California Civil Code nor violate the provisions of Section 12900 et seq. of the California Government Code, and Permittee agrees to comply with anti-discrimination provisions of the City of Malibu Code, Chapter 4.32.010. Permittee agrees to comply with all applicable Federal, State, and Local rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference, and Permittee in the course thereof agrees to obtain and keep in effect all permits and licenses required to conduct the permitted activities.

6. AUTHORITY TO STOP/CANCEL: If policies are violated the permit will be revoked. In the event that an authorized representative of the City of Malibu finds that the activities being conducted by the Permittee unnecessarily endanger the health and safety of any person or that said activities are or will cause damage to real property, said representative, at their discretion, may suspend or cancel this Permit. The City reserves the right to cancel this permit at any time without incurring any liability to the Permittee whatsoever. Los Angeles County Sheriff's Department is the law enforcement agency for the City of Malibu and shall enforce all conditions of the permit and protect the health and safety of the citizens of the City of Malibu. Note: This includes adhering to stated start and end times identified on this permit.

7. NOTICES shall be distributed by the City of Malibu Film Office. SIGNATURES shall be done by the production companies. All signatures shall be on file with the film office prior to permit issuance. MONITORS shall be assigned as deemed necessary by the Film Office.

8. POLICIES AND CODE OF CONDUCT: Permittee acknowledges that they have received and read the Policies and the Code of Conduct and agree to comply with all applicable provisions thereof. Permittee further acknowledges that said policies and procedures and Code of Conduct are incorporated by reference herein. **Reminder: Use of bullhorns is prohibited & NO filming activities on Sundays.**

9. EXECUTION: Pursuant to various sections of the City Code, this permit has been executed on behalf of the City of Malibu by the City of Malibu Film Office on the date listed below.

10. PERMIT ISSUANCE: This permit is granted on the condition that permission to use the property has been obtained.

11. PERMIT REVISIONS/Cancellations: All revisions to this permit must be done by a rider, in writing and shall be approved in advance. Once permit is processed through County Fire and City Departments, cancellation fees do apply.

PERMITTEE:

PERMITTOR: City of Malibu

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Film Permit Coordinator - City of Malibu Film Office

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

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

**Permit is issued in accordance with Malibu Municipal Code Chapter 5.20  
Questions and Concerns: Contact Malibu Film Office (805)495-7521**



# City of Malibu

23825 Stuart Ranch Road - Malibu, CA 90265  
(805) 495-7521 Fax (310) 456-5799 or (805)495-7621

## Permission to use Private Property for Filming, Parking or Still Photography (Must accompany permit application)

I hereby give permission for \_\_\_\_\_ to use the property located at  
(Production Company Name)

\_\_\_\_\_ for the purposes of Filming / Parking or Still  
(Address)

Photography on the following date(s) \_\_\_\_\_ between the hours of \_\_\_\_\_ to \_\_\_\_\_.

I understand that filming, parking and still photography production within the Malibu city limits requires the issuance of a City of Malibu film permit regardless of crew size. The Production Company above has obtained all necessary permissions to film / park at this location from all entities that have legal jurisdiction in this neighborhood.

**Please check:**

I declare that I am the:

- Property Owner or  Authorized Representative of the Owner of the above-reference property (attach written Authorization to consent to filming, eg: lease).

\_\_\_\_\_  
Signature of Owner or Authorized Agent to Sign on Behalf of the Property Owner

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Telephone Number

**Questions: Contact the Malibu Film Office at (805) 495-7521.**



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## Filming Code of Conduct

**It is the goal of the City of Malibu to enhance the filming experience for the production company and the surrounding community. Our Code of Conduct is a way to assist us toward this goal.**

-1-

When filming in a neighborhood or business district, proper notification is to be provided to each merchant or resident who is directly affected by the company. The Malibu Film Office will distribute all notifications for filming shoots and still shoots larger than 14 people.

-2-

Production vehicles should not enter a neighborhood prior to the approved time listed on the permit. Please turn off engines as soon as possible. Park only in areas designated by the permit. Violation results in revocation of permit.

-3-

If production passes are issued, please distribute to all cast and crew.

-4-

Vehicles can not be towed or moved without the express permission of the City or property owner.

-5-

Driveways can not be blocked for any reason!

-6-

Please attempt to keep the cast and crew in the areas approved by the permit. All trash and signs must be picked up and disposed of properly.

-7-

Removal and trimming of vegetation or trees is prohibited unless approved by the permit.

-8-

Please dispose of all trash relating to the food services provided to the cast and crew. Use a City permitted hauler for trash service. **Recycling is mandatory.**

-9-

The use of polystyrene food and beverage containers within the City is prohibited by Ordinance 286.

-10-

Any signs erected, covered or removed as part of the filming activities must be put back in their original condition upon completion of the project. Also, remove all signs posted to direct the company to the location.

-11-

Please keep all noise levels to a minimum. No bullhorns permitted!

-12-

Do not trespass onto neighbors' property or merchants' property. Please remain within the boundaries of the approved film permit.

-13-

Unless expressly approved by the permit, do not bring guests and animals to the location.

-14-

Observe designated smoking areas and extinguish cigarettes in receptacles.

-15-

Please refrain from lewd or improper language within earshot of the general public.

-16-

Permit applications must be submitted with all required information in order for the permit to be processed. Missing information may result in not processing of your permit. Company will comply with all the provisions of permit.





# MALIBU FILM OFFICE

23825 Stuart Ranch Road - Malibu, CA 90265  
Phone: 805-495-7521 FAX: 310-456-5799 or 805-495-7621

## HOLD HARMLESS AGREEMENT

(Note: Insert Production Company name in blank space, fill in text & sign at the bottom of page)

\_\_\_\_\_ hereafter referred to as the **“Production Company”** agrees to and does hereby indemnify and hold harmless the City of Malibu, its officers, agents and employees from every claim or demand made, and every liability, loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:

- (1) Liability for damages for (1) death or bodily injury to a person, (2) injury to, loss or theft of property, or (3) any other loss, damage, or expense arising under either (1) or (2) above sustained by the production company or any person, firm or corporation employed by the **“Production Company”** upon or in connection with the activity called for in this Agreement, except for liability resulting from the sole negligence or willful misconduct of the City, its officers, employees, agents or independent contractors who are directly employed by the City; and
- (2) Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the production company, or any person, firm, or corporation employed by the **“Production Company”**, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the City, arising out of, or in any way connected with the activity covered by this agreement, whether said injury or damage occurs either on or off City property, if the liability arose from the negligence or willful misconduct of anyone employed by the **“Production Company”**, either directly or by independent contract.
- (3) **“Production Company”** at their own expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the City, its officers, agents, or employees, on any judgments that may be rendered against the City, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

Describe Filming Activity: \_\_\_\_\_  
\_\_\_\_\_

Signature of Production Company and/or its legal representative:

X \_\_\_\_\_ Organization: \_\_\_\_\_ Date: \_\_\_\_\_



## FILING INSTRUCTIONS FOR A CITY OF MALIBU FILMING PERMIT

1. Fax a **completed** Malibu Filming Permit Application as follows:

**Page 1** "Type of Production" & "Location Information"

**Page 2** Location 2 & 3 (if applicable)

**Page 3** "General Information Notes"

**Page 4** "General Conditions of Filming Permits" Signed by "Permittee"

**Page 8** "Hold Harmless form". Fill in Top line and bottom details of the page. Sign at the bottom.

Fax all documents to 805-495-7621 or 310-456-5799. (It is the same fax machine! Please only send once.)

2. Provide a "*Permission to Use Property for Filming, Stills & Parking*" form. This form (**page 5**) may be submitted separate from the Application but must be received prior to permit approval. This form must also be used for Properties used for "Parking Only".
3. Insurance in the amount of one million dollars (\$1,000,000) naming the *City of Malibu*; 23825 Stuart Ranch Road, Malibu, CA. 90265, as the additional insured. (See "General Conditions of Filming Permits" (**page 4 #2**)).
4. If filming is scheduled to occur before 7:00 am and/or after 10:00 pm, signatures supporting 100% of Contiguous Properties and 80% thereof neighborhood approval is required within a 500' radius. Signatures are required for all special effects, excessive noise, music playback, and excessive lighting. The signature forms and the 500' Radius of Addresses will be provided by the Malibu Film Office and circulated by the Production Company.
5. Application fees are to be made payable to the "City of Malibu". All fees are due in advance of all filming activities and are to be submitted to the Malibu Film Office, c/o SWS Inc., 25 W. Rolling Oaks Drive, Suite 201 Thousand Oaks, CA. 91361. The Film Office Accepts Visa & MasterCard ONLY! A 3.25% Fee does apply for credit card transactions. Credit cards must be received prior to Issuance of the Film Permit. The Film Office will submit to you an invoice in which to pay from once the application is received.
6. If a film monitor is required, the fees for the monitor are to be made payable to "City of Malibu" and are to be delivered to the Malibu Film Office prior to the issuance of the film permit. The Film Office will provide you an invoice with the hours monitor is required and fee's due.
7. PLEASE NOTE: Submitting an incomplete application / or missing information may result in delays or the film office not processing your permit. Please confirm with our office the receipt of your permit.

**Questions??? Please call us at (805) 495-7521**