



FILING INSTRUCTIONS FOR MALIBU FILMING PERMIT

Questions? Call 805-495-7521 or E-mail: filming@sws-inc.com

1. You May Fax or E-mail a **completed** Filming Permit Application to: **805-495-7621** or filming@sws-inc.com

Page 1 "Type of Production" & "Location Information" completed with phone, fax numbers & E-mail. Don't forget to put an ON-SITE Representative from Production with Cell Number (Production Representative only)

Page 2 Location 2 & 3 (if applicable)

Page 3 "General Information Notes"

Page 4 "General Conditions of Filming Permits" Signed by "Permittee, Signature required (not typed in)

Page 8 "Hold Harmless agreement" signed by "Permittee", Signature required (not typed in)

2. Provide a "*Permission to Use Property for Filming, Stills & Parking*" form. (Page 5). This form must be signed by the **Property Owner** prior to issuance of your permit. This form may be signed by an "Authorized Representative" however we must have the *authorization from the property owner on file; please call to confirm that we have this.*

3. Insurance in the amount of \$1,000,000 naming the *City of Malibu* 23825 Stuart Ranch Road, Malibu, CA. 90265, this must include the 2nd page additionally insured's endorsement.

4. If filming is scheduled before 7:00 am and/or after 10:00 pm, signatures supporting 100% of Contiguous Properties and 80% thereof are 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 are 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: 25 W. Rolling Oaks Drive, Suite 201 Thousand Oaks, Ca. 91361. The Film Office also accepts Visa & MasterCard! A credit card fee does apply for credit card transactions. The Film Office will submit to you an invoice in which to pay from once the application is received. A receipt is provided as part of the approved permit.

6. The Malibu Film Office collects the Los Angeles County Fire Department permit fees. (See Invoice for fees.) For those productions that are not assessed Fire Safety Officers or Advisors on their shoot, a Field Inspection worksheet will be sent to you with the approved permit. Please make sure you have this worksheet filled out and available to an LA County Fire Officer upon request.

7. If a Los Angeles County Sheriff is required for a permit a minimum of three (3) days advance notice is required for proper scheduling.

8. Any Parking, road work or placement of equipment on Pacific Coast Highway (PCH) is under the jurisdiction of the State of California; A Caltrans Permit must be obtained; do not list PCH as parking on your permit as it will be removed.

9. If an Unmanned Aircraft System (UAS) or Drone is to be used, a City Drone Application and all attachments are required seven (7) days in advance of the scheduled use. All FAA requirements apply.

PLEASE NOTE: *Submitting an incomplete application with missing information may result in delays. If you have not received an invoice from our office, chances are we did not get the application. Please call to confirm 805-495-7521, once permit is submitted, cancellation fees, county fire review fees & rider fees (if applicable) apply. You will be invoiced for the fees and these are due upon receipt of invoice.*



City of Malibu

①

Film Application/Permit
23825 Stuart Ranch Road, Malibu, CA 90265 - E-mail: filming@sws-inc.com
(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: _____ / _____

TYPE OF PRODUCTION:

DATE SUBMITTED: _____

- MOTION DRONE APPLICATION
- STILL B-ROLL
- TV FEATURE COMMERCIAL SOCIAL MEDIA LIVE FEED (TUP MAY BE REQUIRED)
- VIDEO/YOU-TUBE MUSIC TYPE _____ OTHER _____

COMPANY NAME: _____ TELEPHONE NUMBER: _____

STREET ADDRESS: _____ FAX NUMBER: _____

CITY, STATE, ZIP CODE: _____ EMAIL: _____

PRODUCTION NAME AND/OR NUMBER: _____

ORDERED BY: _____ PHONE #: _____ CELL#: _____

LOCATION MANAGER: _____ PHONE #: _____ CELL#: _____

ON-SITE PRODUCTION COMPANY REPRESENTATIVE: NAME: _____ CELL#: _____

MISCELLANEOUS PERMIT REQUIREMENTS:

1. IF A MOTION OR STILL FILM PERMIT HAS FIFTEEN (15) OR MORE PEOPLE THE FILM OFFICE IS REQUIRED TO NOTIFY THE NEIGHBORHOOD, THUS A COMPLETE PERMIT SUBMITTAL TO THE FILM OFFICE, INCLUDING PAYMENT IS REQUIRED A MINIMUM OF 24 HOURS BEFORE THE PREP/SHOOT START TIME.
2. IF A PRODUCTION COMPANY IS FILMING THEIR SHOOT LIVE, IT IS THEN A FILMING EVENT. THEREFORE, A TEMPORARY USE PERMIT IS REQUIRED FROM THE PLANNING DEPARTMENT. APPLICATIONS TO CITY ARE DUE 40 DAYS IN ADVANCE.
3. IF A SHOOT IS COMPLICATED OR CONTROVERSIAL TO THE COMMUNITY, THE FILM OFFICE IS REQUIRED TO DO A PRE-PRODUCTION WALK THROUGH TO ASSESS AND MITIGATE THE IMPACT OF FILMING ACTIVITIES. THIS SHALL BE DONE A MINIMUM OF 2 DAYS PRIOR TO ANY ACTIVITIES.
4. IF ANY PERMIT HAS OVER 125 PEOPLE IT REQUIRES THE APPROVAL OF THE CITY MANAGER'S OFFICE. THUS PERMIT SUBMITTAL REQUIRED 5 DAYS PRIOR TO PREP/SHOOT DAY.
5. IF ANY PERMIT IS CONSTRUCTING, ERECTING, MODIFYING ANY LOCATION OR HAS OVER 125 PEOPLE IT WILL REQUIRE A PERFORMANCE BOND IN ACCORDANCE WITH MALIBU MUNICIPAL CODE SECTION 5.20.120. THE BOND WILL ENSURE THE CITY CAN RECOVER COSTS SHOULD THE PERMITTEE FAIL TO RESTORE DAMAGED AND DISRUPTED AREAS.
6. APPLICANT MUST PROVIDE ANY AND ALL PRIOR WRITTEN WARNINGS AND NOTICE OF VIOLATIONS AND CITATIONS IF ANY ISSUED BY THE CITY OF MALIBU OR THE MALIBU FILM OFFICE WITHIN THE LAST FIVE YEARS RELATING TO VIOLATIONS OF THE MALIBU MUNICIPAL CODE SECTION 5.20 FOR THE PRODUCTION COMPANY OR LOCATION.

FILM OFFICE USE ONLY:

PERFORMANCE BOND NO: _____ AMOUNT: _____

CASHIER'S CHECK NO: _____ AMOUNT: _____

LOCATION INFORMATION: NOTE: 3 LOCATIONS MAXIMUM. PREP AND STRIKE DAYS ARE RESTRICTED TO 7AM TO 10PM/14 PEOPLE ②

LOCATION 1 _____

TOTAL NUMBER OF PEOPLE AT LOCATION 1(CAST, CREW, PARENTS & EXTRAS): _____

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

PARKING - (BE SPECIFIC): _____

SCENES: _____

BEACH ACTIVITY DETAILS: _____

CONSTRUCTION DETAILS & EQUIPMENT: (NOTE-ENGINEERED PLANS MAY BE REQUIRED FOR REVIEW) _____

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							
1							
1							

ADDITIONAL LOCATION 1 INFORMATION:

PLEASE NOTE THAT ANY FILM LOCATION WITH OVER 125 PEOPLE WILL REQUIRE THE APPROVAL OF THE CITY MANAGER'S OFFICE AND MAY REQUIRE A PERFORMANCE BOND. THIS WILL REQUIRE ADDITIONAL TIME TO PROCESS.

LOCATION 2 _____

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

TOTAL NUMBER OF PEOPLE AT LOCATION 2(CAST, CREW, PARENTS & EXTRAS): _____

PARKING - (BE SPECIFIC): _____

SCENES: _____

BEACH ACTIVITY DETAILS: _____

CONSTRUCTION DETAILS & EQUIPMENT: (NOTE-ENGINEERED PLANS MAY BE REQUIRED FOR REVIEW) _____

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							
2							
2							

ADDITIONAL LOCATION 2 INFORMATION:

PLEASE NOTE THAT **ANY** FILM LOCATION WITH OVER 125 PEOPLE WILL REQUIRE THE APPROVAL OF THE CITY MANAGER'S OFFICE AND MAY REQUIRE A PERFORMANCE BOND. THIS WILL REQUIRE ADDITIONAL TIME TO PROCESS.

LOCATION 3 _____ ④

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

TOTAL NUMBER OF PEOPLE AT LOCATION 3 (CAST, CREW, PARENTS & EXTRAS): _____

PARKING - (BE SPECIFIC): _____

SCENES: _____

BEACH ACTIVITY DETAILS: _____

CONSTRUCTION DETAILS & EQUIPMENT: (NOTE-ENGINEERED PLANS MAY BE REQUIRED FOR REVIEW) _____

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							
3							
3							

ADDITIONAL LOCATION 3 INFORMATION:

PLEASE NOTE THAT ANY FILM LOCATION WITH OVER 125 PEOPLE WILL REQUIRE THE APPROVAL OF THE CITY MANAGER'S OFFICE AND MAY REQUIRE A PERFORMANCE BOND. THIS WILL REQUIRE ADDITIONAL TIME TO PROCESS.

GENERAL INFORMATION/NOTES:

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PEOPLE _____ GENERATORS _____ TRUCKS _____ VANS _____ DRESSING ROOMS/HW _____ MOTOR HOMES _____

CAMERA CARS/PICTURE CARS _____ CREW CARS _____ OTHERS _____

- INTERIOR DIALOGUE EXTERIOR DIALOGUE INT. / EXT. STILL SHOTS NUDITY DRIVING SCENES
- RUNNING SHOTS TOW SHOTS DRIVE BY DRIVE UP & AWAY CAMERA MOUNTS CAMERA: ROAD SHOULDER
- CAMERA: TRAFFIC LANE LEGALLY PARKED EQUIPMENT ON SHOULDER OF ROAD.
- SOLID WASTE/RECYCLING (IDENTIFY HAULER ON SHOOT OF 14 OR MORE): _____

- **BE REMINDED THAT ONLY A MALIBU PERMITTED SOLID WASTE HAULER MAY BE USED & RECYCLING IS MANDATORY. NOTE THAT THE USE OF EXPANDED POLYSTYRENE PRODUCTS (CUPS, BOWLS, PLATES, EATING UTENSILS, STRAWS, ETC.) ARE NOT ALLOWED IN CRAFT SERVICES PER ORDINANCE 432.**

DRIVING DETAILS: _____

SPECIAL EFFECTS - DETAIL: _____

PYROTECHNICS - DETAIL: _____

OTHER: _____

DO NOT WRITE BELOW THIS LINE: FOR CITY FILM OFFICE USE ONLY!

NOTES & SPECIAL CONDITIONS: _____

E-MAILED TO:

RECEIVED APPROVALS:

AGENCY:	DATE	TIME	DATE	TIME
LA COUNTY FIRE				
FIRE NO:	FSA (_____)	FSO (_____)	FI (_____)	
CITY MANAGER'S OFFICE				
LA COUNTY SHERIFF				
LA CO BEACHES & HARBORS				
PARKING				
MALIBU PUBLIC WORKS DEPT.				
MALIBU PARKS & REC. DEPT.				

GENERAL CONDITIONS OF FILMING PERMITS :

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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, include 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: ****Signature Required****
(Do not type in)

PERMITTOR: City of Malibu

By: _____

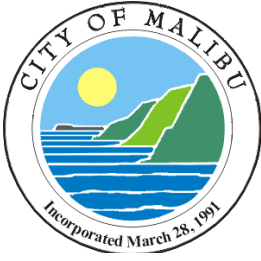
By: _____

Title: _____

Title: Film Permit Coordinator - City of Malibu Film Office

Date: _____

Date: _____



City of Malibu

⑦

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. ****Do not check authorized representative box unless you have confirmed with our office that written Authorization from Homeowner is on file**

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, e.g.: lease), see above.**

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; E-Mail: filming@sws-inc.com



City of Malibu

⑧

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

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 or doubling of fees.

-3-

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

-4-

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

-5-

Driveways cannot be blocked for any reason!

-6-

The use of sandbags made from plastic or containing plastic materials within the City is prohibited by Ordinance 419."

-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. Remove all directional signage.**

-9-

No vendor shall use, provide, distribute, or sell polystyrene food and beverage containers including plastic beverage straws, plastic stirrers, or plastic cutlery within the City in accordance with Ordinance 432.

-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.

-11-

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

-12-

Please keep the cast and crew in the areas approved by the permit. 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

10

23825 Stuart Ranch Road - Malibu, CA 90265 filming@sws-inc.com
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: (***Do not type in***)

X _____ Permit Agent or Production Co.: _____ Date: _____

Signature required



CITY OF MALIBU

11

23825 Stuart Ranch Road - Malibu, CA 90265
Phone: 805-495-7521 FAX: 805-495-7621 E-mail: filming@sws-inc.com

Request for Release of Performance Bond or Refund of Cashier's Check

Film Permit No.: _____ Deposit Amount Provided: \$ _____

Name of Production on Permit: _____

Performance Bond No or Cashier's Check No...: _____

Who will receive the Bond Release Letter or Refund:

Company Name: _____ Phone: _____

Attention: _____ E-Mail: _____

Mailing Address: _____

City: _____ State _____ Zip _____

TO PERMITTEE:

Within six (6) months of completion of filming activity within the City of Malibu, complete this form and e-mail it to: filming@sws-inc.com or mail to: Malibu Film Office, 25 W. Rolling Oaks Drive, # 201, Thousand Oaks, CA 91361.

Print the name & title of the person applying for refund

Signature of the person applying for the refund

Date

City Use Only: Refund request to be E-mailed to City Hall:

Permit Complete, No Issues, please process above request,

By: _____ Date: _____ Time: _____

SWS Inc./ Malibu Film Office