

**FOR OFFICIAL USE ONLY.** *Route to:*  
*Director of Parks & Recreation: filming in park or rec facility*  
*Director of Public Works: filming in right-of-way*  
*City Manager: filming on other City property*

Approved, subject to all conditions: \_\_\_\_\_

## CITY OF BOZEMAN REVOCABLE FILM PERMIT

City of Bozeman Revocable Film Permits are required for any filming that will occur within the city limits of Bozeman, within the Public Right-of-Way or on City property (parks, trails, facilities, etc.). Permits must be submitted at least 2 weeks prior to filming to ensure time for review.

NAME OF APPLICANT:	APPLICANT'S AUTHORIZED REPRESENTATIVE:
MAILING ADDRESS:	
PHONE:	EMAIL:
PRIMARY ONSITE CONTACT DURING FILMING:	Mobile phone:  Email:

Type of Application:     Motion Picture             Documentary             Commercial  
                                  Still Photo(s)             Other: \_\_\_\_\_

LOCATION(S) OF FILMING:	DATE(S) OF FILMING:	TIME(S) OF FILMING:
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NUMBER OF CREW MEMBERS & ACTORS:	EQUIPMENT TO BE USED:	WHERE WILL CREW PARK/STAGE:
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**1. The following items must be submitted with this completed application:**

- \_\_\_\_\_ Review fee (\$30 for standard permit; \$60 for permit that includes street or sidewalk closure, fee is waived for MSU film students)
- \_\_\_\_\_ Proof of:
  - Commercial General Liability Insurance (certificate of insurance and policy endorsement) in the amount of \$1 million per occurrence, \$2 million annual aggregate. Coverage must include Contractual Liability, Premises and Operations, and Personal Injury.

- Automobile Liability Insurance, if you are using a motor vehicle in the shoot, with minimum limits of \$1 million property damage/bodily injury per accident
- Workers Compensation meeting Montana statutory limits, and Employer's Liability with minimum \$1 million per occurrence, if any employed personnel will be on-site during the filming.

The Commercial General Liability and Automobile Liability policies must name the City of Bozeman, its officers, agents, and employees (and the State of Montana if filming will occur along a State-owned route) as additional insureds. Proof of insurance includes the certificate of insurance evidencing coverage AND a separate additional insured endorsement.

\_\_\_ Written narrative describing the filming

**2. Are you requesting a street closure? Y N Sidewalk closure? Y N**

**If you answered yes to either, you must also submit the following:**

\_\_\_ Written permission from adjacent property owners

\_\_\_ Pedestrian Routing Plan for sidewalk closure

\_\_\_ Traffic Control Plan for street closure:

**These plans must show the type of closure equipment to be used as well as where it will be placed.**

**3. Will the scene include any member dressed as or portraying any type of public safety officer, any vehicles made up to be a public safety vehicle, any weapon props (guns, knives, etc.), vehicle chase, fight or other depiction of violence?**  
**Y N**

**If you answered yes, you must also submit written permission from the Bozeman Police Department, 406-582-2000.**

**4. Will the scene include pyrotechnics, open flames, smoke, laser equipment or similar?**  
**Y N**

**If you answered yes, you must also submit written permission from the Bozeman Fire Department, 406-582-2350.**

**5. Will a drone (UAS) be used in the filming?**  
**Y N**

**If you answered yes, you must provide proof of insurance coverage and proof of compliance with FAA Part 107 rules for commercial unmanned aircraft systems (UAS):**

- Proof of operator Part 107 certification
- If operation of the UAS will not meet any Part 107 regulation, proof of FAA waiver
- Proof of FAA registration of the UAS

- **Proof of UAS liability insurance coverage naming the City of Bozeman** (and the State of Montana if filming will occur along a State-owned route) **as additional insured.** If UAS coverage is added to the Commercial General Liability policy, provide separate endorsement showing UAS coverage. If UAS coverage is provided separately by an aviation-specific insurance carrier, provide a copy of the policy.

The use of UAS as a prop that is being flown is subject to the same requirements as those used for filming.

A summary of FAA Part 107 can be found at

[https://www.faa.gov/UAS/media/Part\\_107\\_Summary.pdf](https://www.faa.gov/UAS/media/Part_107_Summary.pdf) and

[https://www.faa.gov/news/fact\\_sheets/news\\_story.cfm?newsId=20516](https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=20516)

### **GENERAL CONDITIONS OF PERMIT:**

- The City of Bozeman is under no obligation to provide a permit. Approval is based on information provided by the applicant. If anything changes, the applicant must notify the city of these changes.
- If approved, all parties involved in the filming must comply with all conditions placed on the permit by the City.
- This permit is exclusive to publicly owned lands or rights of way (including streets, sidewalks and alleys).
- This permit is valid only for the dates and times and the activities listed in the permit.
- This permit is non-transferable.
- Permittee must obey all applicable state and local statutes and ordinances.
- If a UAS is used during filming, permittee must comply with all applicable FAA regulations.
- This permit must be on site and available during filming.
- Unless a closure is permitted, the permittee and their crew may not block pedestrian paths, sidewalks or streets during filming.
- If a permit to close a street or sidewalk is approved, the permittee must use standard construction signage.
- Filming may not occur on private property without written approval from the property owner.
- Actors and crew may not block business entrances.
- Parking restrictions must be obeyed at all times.
- Permittee will not permit or suffer the introduction or use of any intoxicants, including alcohol or illegal drugs, by any employee or agent of permittee while on City property.
- Any public premises or facilities used during filming must be maintained in a clean, safe and sanitary manner, and any refuse or debris removed by the permittee by the end of the permitted time. If permittee fails to do so, all costs incurred by the City to perform such work must be paid to City by permittee.
- Permittee must restore all public premises or facilities used during filming to its original condition. If permittee fails to do so, all costs incurred by the City to perform such work must be paid to City by permittee.
- City reserves the right to require a cash bond prior to issuance of the permit.
- Permittee agrees that all hiring by permittee of persons to perform the activities covered this permit shall be on the basis of merit and qualifications. Permittee will have a policy to provide equal employment opportunity in accordance with all applicable state and federal anti-discrimination laws, regulations, and contracts. Permittee will not refuse employment

to a person, bar a person from employment, or discriminate against a person in compensation or in a term, condition, or privilege of employment because of race, color, religion, creed, political ideas, sex, age, marital status, national origin, actual or perceived sexual orientation, gender identity, physical or mental disability, except when the reasonable demands of the position require an age, physical or mental disability, marital status or sex distinction. Permittee shall require these nondiscrimination terms of any contractor of permittee performing activities covered by this permit.

- **The City reserves the right to revoke or terminate this permit at any time if the permittee fails to comply with any of the conditions of this permit, or if the City determines it advisable to protect the public safety, health and welfare.**

I certify that I am an authorized representative of and have the power to execute this application on behalf of the Applicant. All of the information provided is true to the best of my knowledge, information and belief. All questions have been answered, and if any change in fact or method occurs subsequent to the date of this application, or the issuance of a permit, I will notify the City of Bozeman, in writing, within 24 hours after such change. I have read, understand, and agree to all the conditions included in this permit. I understand and agree that it is my responsibility to ensure all participants comply with all permit directions and conditions and with all applicable laws and ordinances.

I agree to defend, indemnify and hold harmless the City of Bozeman (and the State of Montana if filming will occur along a State-owned route) its officers, agents and employees against and from any and all actions, suits, claims, or liability of any character whatsoever (including attorneys' fees and costs) brought or asserted for injuries to, or death of any person or persons or damages to property arising out of, resulting from or occurring in connection with, during the course of, in preparation for, or in any way pertaining to the filming or activities engaged in pursuant to this permit.

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Signature of Applicant

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Date