

Film Permit Guidelines

Town of Shelburne Location Filming Permit

Thank you for choosing the Town of Shelburne for your upcoming film project. We welcome you and will offer assistance whenever possible. This page is designed to assist you with the Film Permitting process for the Town of Shelburne. A permit is required to film or photograph any commercial, motion picture or advertisement within the Town limits. In this document, the filming entity may be referred to as, "The Production Company." The Production Company is responsible for a permitting fee of \$200.00 per day plus actual costs as listed below. Changes to an approved permit require additional local approvals with updated information.

Please note: The \$200 fee provides authorization to use town streets, sidewalks and other town properties for filming so long as access by the public remains completely unimpeded. Any filming which requests full, partial or temporary closure of streets or sidewalks, use of town parking areas or other town properties will require negotiation of appropriate community impact fees or contributions.

The following types of filming are exempt from the permitting and/or fee process and structure:

- The filming of news events concerning persons, scenes or occurrences of general public interest, filming and still photography by a 501(c)3 non-profit organization, a small scale academia project, and/or a project with on-site personnel numbering 5 persons or less.

Requirements for A FILM PERMIT:

- Please complete the following forms, being as specific as possible, and return them to the Town Administrator at 51 Bridge Street, Shelburne Falls, MA 01370.
- Obtain General Liability Insurance in the amount of at least one million dollars per occurrence naming the Town of Shelburne as an additional insured.
- The Production Company agrees to pay the Town of Shelburne for any costs incurred in service to the production that are beyond the ordinary duties of town personnel and/or usage of town-owned equipment. This includes but is not limited to Town Employees' labor, and/or materials utilized in direct connection with the production. Labor will be charged at the benefited wage rate. In addition, the Production Company may incur costs payable to the Town Police Department for such services as providing traffic control, security work, etc. Other costs may occur and will be dealt with on a case by case basis between the Town and the Production Company with the understanding that the production will not create costs for the Town.
- The Town requires any Film Production Company to either (at Production Company's election) provide a security deposit check to the Town Treasurer or establish with the Town Treasurer, a separate municipal Deposit Account to cover the costs of any unpaid bills. One Hundred percent (100%) of the Production Company's projected costs will be placed in the Deposit Account or provided as a security deposit for settlement of Town services.

- Calculation of Estimated Costs:

	Estimated Cost	Deposit Amount 100%
Police Dept.	_____	_____
Fire District	_____	_____
Highway Dept.	_____	_____
Water District	_____	_____
Other Services:	_____	_____
Total Estimated Costs:	_____	_____

In the event the Deposit Account or Security Deposit (as applicable) does not pay for town services and/or labor, the Town will bill the Production Company for additional costs. Any surplus remaining in the Account upon completion of the production and payment for all town services and/or labor will be returned to the Production Company within 30 days.

ADDITIONAL NOTES:

- It is the responsibility of the Production Company to notify all business and residential tenants who will be affected in anyway by filming. Permission to use private property must be granted in writing by property owners/landlords/property management companies before filming commences.
- The Production Company will not use any hazardous materials other than paint, cleansers, or other materials customarily used by companies without permits in the Town of Shelburne without notifying the proper authorities, obtaining appropriate permits and notifying the Board of Selectmen and Town Administrator. The Production Company is responsible for cleanup and mitigation of any hazardous materials such as but not limited to oil spills, gas spills, and other toxic chemical releases that may occur during filming of the production.

The Applicant acting through its authorized agent, agrees to defend, protect, indemnify and hold the Town of Shelburne harmless from any and all suits, claims, damages, liabilities, or losses, including attorney fees and costs, for injury to or death of any person(s) or for damage to any property arising from the Applicant's acts or omissions under the film permit or resulting from the filming/photography. The bylaws of the Town of Shelburne and the laws of the Commonwealth of Massachusetts shall govern this permit.

Along with your application, please submit:

- Proof of General Liability Insurance naming the Town of Shelburne as an additional insured, in the amount of at least one million dollars.
- Also complete and sign an Indemnification Agreement.
- A check made payable to the Town of Shelburne for the permitting fee.
- A check payable to the Town of Shelburne for the Deposit Account to cover the estimated cost of town services.

Should you have any questions regarding permits, fees, or jurisdictions, please call the Town Administrator at 413-625-0300 ext.1.

Once the Selectboard approves the permit, the Town will appoint individuals for the following roles

- Municipal Contact: A town representative that has the authority to make impromptu decisions if needed.
- Municipal Point Person: A person within the municipality that works for the town that can help with permits, connect with police, fire, and other departments.
- Film Liaison: A person who can assist as described above but also helps with locations, hotels, logistics, etc

Town of Shelburne Film Permit

Production: Company: _____

Production Title: _____

Applicant Name & Title: _____

Permanent Company Address: _____

Applicant Phone: _____

Company Phone: _____

Cell Phone: _____

Email: _____

Local Address: _____

Local Phone: _____

Local Fax: _____

Location's Manager's Name: _____

Telephone: _____

Cell Phone: _____

Email: _____

Production Type:

☐ Feature Film

☐ Television Film

☐ Documentary

☐ Commercial

☐ Industrial

☐ Still Photography

☐ Music Video

☐ Other (please specify): _____

Number of Days Filming: _____

Location: Please be as specific as possible. Provide street addresses, building names, etc. *The Town recognizes that these locations, dates, and times are subject to change. ALL changes must be made in coordination with the necessary town officials. Please use a separate sheet if more than three (3) locations will be utilized.*

Location 1: _____

Dates: _____

Times: _____

Description of Activity: _____

Location 2: _____

Dates: _____

Times: _____

Description of Activity: _____

Location 3: _____

Dates: _____

Times: _____

Description of Activity: _____

Will streets be used? Circle Yes or No If yes, please indicate below.

☐ For filming

☐ Parking

Will streets need to be closed / blocked to traffic? If yes, please indicate date(s) and time(s) below

If appropriate, attach separate sheet with diagram and map to illustrate.

Streets and cross streets:

Date(s): _____ Time(s): _____

Will any scenes involve the use of fire, smoke, rain, explosives, aircraft, or firearms? If yes, please describe. _____

Date(s): _____ Time(s): _____

Will this Production involve extraordinary noise (over 55 decibels)? Circle Yes or No If yes, please describe :

Date(s): _____ Time(s): _____

Will this Production require turning off street lights for any length of time Circle Yes or No If yes, please describe and provide date(s) and time(s).

Date(s) _____ Time(s) _____

Please attach a copy of your general liability insurance coverage in the amount of one million dollars naming the Town of Shelburne as an additional insured party.

The applicant agrees to comply with all applicable laws and to maintain town premises in good condition, and to return said premises to the same condition or better, before use for this film project.

Production Company Agent: (Print): _____ Title: _____

Signature: _____ Date: _____

FOR TOWN USE ONLY

Approved by:

_____	Date: _____
Select Board, Chair	_____
_____	Date: _____
Select Board Member	_____
_____	Date: _____
Select Board Member	_____
_____	Date: _____
Chief of Police	_____
_____	Date: _____
Highway Superintendent	_____
_____	Date: _____
Shelburne Fire Chief	_____
_____	Date: _____
Shelburne Falls Fire Chief	_____

TOTAL FEES: _____ DATE FEES PAID: _____ PAYMENT TYPE: _____ CHECK # _____
DATE DEPOSIT PAID: _____ PAYMENT TYPE: _____ CHECK#: _____

TOWN OF SHELBURNE
MASSACHUSETTS
INDEMNIFICATION AGREEMENT:

The Applicant (Production Company),
_____ acting through its authorized agent,
_____, agrees to defend, protect, indemnify, and
hold the Town of Shelburne harmless from any and all suits, claims, damages, liabilities, or losses, including
attorney fees and costs, for injury to or death of any person(s) or for damage to any property arising from the
Applicant's acts or omissions under the film permit or resulting from the filming/photography in the Town of
Shelburne unless caused by the Town's negligence or willful misconduct.

In addition, the Applicant specifically agrees to defend, protect, indemnify and hold the Town of Shelburne
harmless from any and all suits, claims, damages, demands, liabilities, or losses, including attorney fees and
costs, brought, made, or claimed by the owner of the premises, or the owner's heirs, successors, or assigns,
arising from the Applicant's use of the Premises unless caused by the Town's negligence or willful misconduct.

Authorized Production Company Agent:

Print Name

Signature

Date