

CITY OF LINCOLN, NEBRASKA

FILM PERMIT APPLICATION INFORMATION SHEET

For the Rules & Regulations, please see **Lincoln Municipal Code Chapter 14.34**

Revised 7/5/16

*All permit applications are available on the City of Lincoln's website at lincoln.ne.gov
Keyword: permits*

The permitting authority for the *film permit* is the City Clerk's office, located at 555 S. 10th Street, Suite 103. A permit may be required if filming will be taking place in public facilities, on public land(s), public rights-of-way, or have a community/neighborhood impact that may concern our citizens.

REQUIREMENTS
<p>Fee: \$45.00 submitted with application at the City Clerk's office. Checks are to be made payable to City of Lincoln. Payments by check authorize the City to make a one-time electronic fund transfer. This fee is refundable should the project be cancelled for any reason.</p>
<p>Certificate of Liability Insurance Required. Must contain the following: • \$1 million (combined single limit) ACORD form • City named additional insured • 30 day cancellation notice to City Clerk • Certificate holder must contain the following: City of Lincoln, City Clerk's Office, 555 S. 10th St., Lincoln NE 68508</p>

It is the City of Lincoln's goal to make your film production a positive experience. The following is a list of primary contacts that can rapidly determine the needs of your project and help coordinate City-related support activities to ensure your film production project is a success. In order to assure optimum City assistance, requests must be submitted at least 14 days prior to use of public space; sooner if possible.

PRIMARY CONTACTS	
DEPARTMENT	CONTACT INFORMATION
CITY CLERK'S OFFICE	Contact: Sony Phan, P: (402) 441-7437 Email: sphan@lincoln.ne.gov
MAYOR'S OFFICE	Contact: Jon Taylor, P: (402) 441-7547 Email: JPTaylor@lincoln.ne.gov
PARKING SERVICES	Contact: Aren Papke, P: (402) 441-7275 Email: apapke@lincoln.ne.gov
PARKS & RECREATION	Contact: Jerry Shorney, P: (402) 441-7847 Email: jshorney@lincoln.ne.gov
LINCOLN POLICE DEPARTMENT	Contact: JJ Mayer-Adams, P: (402) 441-7238 Email: lpd1178@cjis.lincoln.ne.gov
PUBLIC WORKS ENGINEERING TRAFFIC OPERATIONS	Contact: Lonnie Burklund, P: (402) 441-7711 Email: lburklund@lincoln.ne.gov

Examples of how primary contacts can help with your project:

- City Clerk's Office - permits needed and coordination of activities with other contacts and City Departments
- Mayor's Office - special events coordination
- Parking Services - reserve on-street parking, access to parking facilities, and meter-hooding
- Parks and Recreation - request use of City parks, facilities and trail system
- Lincoln Police Department - event security (off-duty officers), police cruisers
- Public Works Engineering Traffic Operations - street and sidewalk use, roadway closure, traffic control

Note: Additional permits and/or fees may be needed to appropriately plan and facilitate your film project. At the time of application, our team will help you determine whether or not other permits are needed.

FILM PERMIT APPLICATION

Please PRINT using blue or black ink only!

PROJECT NAME:	
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APPLICANT <i>(person responsible for filming project)</i>					
NAME:					
STREET ADDRESS:					
CITY:		STATE:		ZIP:	
PHONE:			CELL #:	()
EMAIL ADDRESS:					

DESCRIPTION/SCOPE OF YOUR FILM PROJECT

PROPOSED DATE(s)/TIME(s) OF YOUR FILM PROJECT

LOCATIONS YOU INTEND TO FILM AT <i>(ATTACH SEPARATE SHEET IF YOU NEED TO)</i>

CONTACT LIST FOR THE PROJECT			
MAIN			
NAME:		POSITION:	
ADDRESS:		CITY, STATE, ZIP:	
PHONE:	()	CELL PHONE #:	()
E-MAIL:		FAX:	

SECONDARY			
NAME:		POSITION:	
ADDRESS:		CITY, STATE, ZIP:	
PHONE:	()	CELL PHONE #:	()
E-MAIL:		FAX:	

LOCATION AGREEMENT

THIS AGREEMENT is made this ___ day of _____, 20___, by and between _____, (hereinafter referred to as the “Company” and the City of Lincoln, Nebraska, a municipal corporation (hereinafter referred to the “City”).

Background: Company is in the business of developing, producing, and marketing films. Company has a filming project in production in Lincoln, Nebraska.

I. Permission Granted: City grants Company permission and right to enter agreed City locations at specified dates and times which shall include not only real property but any fixtures, equipment, or other personal property, provided that 1) Company shall notify the city at least 24 hours in advance of commencement of any use of City property; 2) nothing in this Location Agreement shall authorize Company or its employees, agents, and other persons or entities authorized by Company to remove or rearrange any signage or traffic control equipment on or adjacent to the Locations without the express prior approval of the City; and 3) City may require a park use permit and/or street closure permit and may restrict the hours of such street closure to non-rush hour periods and may reasonably limit periods of closure to facilitate vehicular traffic flow and City reserves the right to limit the hours of use of City property where necessary, in City’s sole discretion, for the proper conduct of City business from the Locations or for emergency conditions.

II. Confidentiality: City agrees that all information heard, shared, or seen on set, in meetings, or in the script is confidential and cannot be given to the public without written consent from the company. Violation of this clause may result in legal action.

III. Jurisdiction: This Agreement is entered into and is to be governed and construed under the laws of the State of Nebraska. The courts of Lancaster County, Nebraska shall have exclusive jurisdiction over any claims arising out of this Agreement.

IV. Entirety: The is the entire agreement of the parties. This Agreement shall not be amended, in part or in full, except in writing signed by the parties to this Agreement and specifically referring hereto.

V. Indemnification: The applicant, on behalf of the applicant and the applicant’s organization (if applicable) hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees against all claims, damages, losses, and expenses including attorneys fees

arising out of or related to this permit or the filming, or activities related to the filming requested that is caused by the applicant, or anyone directly or indirectly employed, authorized, or under the direction of the applicant, or anyone for whose acts any of them may be liable for. This agreement shall not require the applicant to indemnify or hold harmless the City for any losses, claims, damages, and expenses arising out of the sole negligence of the City.

The City shall not be responsible nor be held liable for any damage consequent upon the use, misuse, or failure of any equipment used by the Company or anyone directly or indirectly employed by the Company. The Company's acceptance or use of any City equipment shall mean that Company accepts full responsibility for any loss or damage to the equipment while the equipment is used or under the control of the Company, or anyone directly or indirectly employed by the Company. In addition to paying for any such damage to the equipment itself, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents, and employees from and against claims, damages, losses, and expenses including attorneys fees arising out of the use, misuse, or failure of such equipment. Such indemnification applies regardless of whether such damage or loss is incurred by any employee or property of the Company, the City, or other persons. Such indemnification shall not be qualified or reduced in any way because the City may have provided the subject equipment (regardless of associated fees) to the Company.

VI. Insurance: In connection with this Agreement, Company shall carry general liability insurance during the life of this contract, naming and protecting Company and City of Lincoln, as an additional insured against claims for damages resulting from (a) all acts or omissions, (b) bodily injury, including wrongful death, (c) personal injury liability, and (d) property damage which may arise from operations under this contract whether such operations are conducted by Company and Company's employees, or those indirectly employed by Company. The minimum acceptable limits of liability to be provided by such insurance shall be \$1,000,000.00. Company's Certificate of Insurance shall be attached to this Agreement and made part of this Agreement by reference. Company shall notify City if its insurance is to expire and provide City with a new Certificate of Insurance prior to any additional access to City property.

VII. Comply with Law: The undersigned person, as the Applicant, does hereby agree to comply with all related municipal ordinances, rules, regulations, and other applicable laws.

The undersigned person, as the Applicant, does hereby agree and represent that he or she is legally capable to sign this application and to lawfully bind the Applicant (and the Applicant's Organization, if applicable) to the terms and conditions herein.

Dated this _____ day of _____, 20_____.

Printed Name of Applicant

Signature of Applicant

Title

Business Name