

City of Burbank:

Film Permit Rules and Regulations

Encouraging film production is an economic development tool that can provide jobs, generate revenue and bolster local businesses. As one of Burbank's primary industries, television and motion picture production is an essential source of economic activity, tax revenue, jobs and tourism.

In an effort to balance the needs of a production company with the concerns of local government and community, the City of Burbank has both a film ordinance and Rules and Regulations (<https://www.burbankpd.org/online-services/film-permits/>) with the intent of both increasing filming in our community and streamlining practices.

The Film Permit Ordinance (Burbank Municipal Code ("BMC") §§ 3-4-2001 *et seq.*) authorizes the Chief of Police to adopt rules and regulations governing the time, place, and manner of all filming activities within the City, and film applicants/permittees are required to comply with the Rules and Regulations. Failure to comply with the Rules and Regulations is a violation of the Film Permit Ordinance.

Filming Rules & Regulations:

1. Submittal: All film permit applications shall be submitted online at www.filmburbankca.com. In the event there is an issue applying online the applicant may submit an application on the attached Film Permit Application form (Attachment A).
2. Determination by Chief of Police or his/her designee:
 - a. Upon receipt of a completed film permit application, including but not limited to all related fees, charges and completed ancillary documents as required by the Film Permit Ordinance and these Rules and Regulations, the Chief of Police or designee ("Chief of Police") will issue the film permit unless otherwise provided in this section.
 - b. Before granting any film permit, the Chief of Police, in conjunction with the Fire Chief of the City of Burbank or designee ("Fire Chief"), will consider whether such Filming involves Extraordinary Circumstances, and will make a determination as set forth in this section. "Extraordinary Circumstances" shall mean circumstances where it is determined by the Chief of Police, in conjunction with the Fire Chief that the number of persons involved in the filming, the location and equipment used, the nature of the filming activities, or any combination thereof will unreasonably interfere with the public health and safety, or unreasonably endanger any public or private property. "Extraordinary Circumstances" include, but are not limited to, the following: blocking of public right-of-way; filming in and adjacent to freeways or train tracks; filming on the roof of a building; use of drones, pyrotechnics, stunts, or weapons; street closures.

- i. If the Chief of Police determines that the presence of police and/or fire personnel can reasonably mitigate the interference with or endangerment of the public health, safety, or property resulting from the presence of Extraordinary Circumstances, the Chief of Police will determine a reasonable level of police and/or fire personnel and/or City-owned equipment to mitigate the interference or endangerment during the filming, and shall notify the applicant of the number of police and/or fire personnel and/or City-owned equipment that shall be required during filming and the associated costs.
 - ii. The determination of the Chief of Police shall be based on consideration of the overall nature and circumstances of the filming, including but not limited to the location of the filming, the presence or absence of adequate parking, traffic conditions, the number of involved cast/crew, the use of hazardous or dangerous activities or materials, including open flames, special effects, or use of vehicles during the filming, cabling, lighting and heat from lighting, encroachment onto public property, frequency of filming at the same location, number of generators, number and size of production vehicles, or any other conditions that could create a potential danger or threat to public health, safety or property during or at the location of any filming.
 - iii. If after review of Extraordinary Circumstances the Chief of Police, in conjunction with the Fire Chief, determine that the presence of police and/or fire personnel at the filming will not otherwise mitigate the Extraordinary Circumstances that unreasonably interfere with the public health and safety or unreasonably endanger any property, the film permit shall be denied.
- c. If the applicant requests to conduct filming on City Property, before granting any film permit, in addition to the determination under subsection b above, the City department that controls the City Property shall determine whether the filming activities require a license and entry agreement as described in Section 13, below, and whether the filming activities must be modified (including, but not limited to, modifying the filming location) in order to mitigate, to a reasonable level, an otherwise unreasonable interference with or endangerment of the normal business operations or intended public functions of the City Property. If such interference or endangerment cannot be mitigated to a reasonable level, the film permit shall be denied. "City Property" means any property or facility owned or legally controlled by the City of Burbank, Burbank Parking Authority or Burbank Housing Authority, including but not limited to all City-owned buildings, parks, public streets, sidewalks, trails, rights of way, open space, etc.

3. Timely issuance of film permits: An applicant is required to submit a completed permit application within the following time periods (or earlier) in order to ensure timely issuance of the film permit:

- a. Filming involving Extraordinary Circumstances, use of UAS/drones, or filming on City Property where a license and entry agreement is required: Application must be submitted at least five business days prior to the date on which filming will occur. For example, if you are scheduled to film on a Wednesday, you will need to submit your completed permit application no later than Wednesday morning the week prior. For UAS/drone usage, Applicant must submit a completed drone information addendum (Attachment B).
- b. All other Filming: Application must be submitted at least three business days prior to the date on which filming will occur. For example, if you are scheduled to film on a Wednesday, you will need to submit your completed permit application no later than Friday morning the week prior.

Upon receipt of a completed film permit application, the City will use its best efforts to issue or deny the film permit within the applicable time period listed above. A film permit application is deemed “completed” when all information is filled in, all accompanying documentation is submitted (including, but not limited to, required insurance documentation, temporary traffic control plan, and a signed license and entry agreement, if applicable), and all fees have been paid.

4. Permit Fee and Payment of City Costs:

- a. Each film permit application shall be accompanied by a nonrefundable administrative processing fee in the amount established by the Burbank Fee Resolution. In the event weather conditions or other circumstances beyond the control of the applicant require that the date(s) or time(s) of the proposed filming be altered, no additional administrative processing fee shall be required because of such alteration of the date(s) or time(s) so long as the Chief of Police is given reasonable notice of the alteration. Reasonable notice shall be a minimum of one business day. The Chief of Police may waive the one business day notice requirement where unusual circumstances are present.
- b. If the filming requires use of City personnel, including but not limited to police or fire personnel, or City-owned equipment, as determined by the Chief of Police pursuant to Section 2, or if filming will occur in or upon a City-owned facility for which an additional use fee applies as established in the Burbank Fee Resolution, the applicant shall deposit an amount equal to the estimated actual costs of any such required personnel, equipment, and/or facility use fee prior to issuance of the film permit. Such

costs will be reconciled after completion of filming to adjust for the actual use of either more or less than the estimated level of personnel/equipment/facilities, and the applicant shall pay those actual costs in addition to the administrative processing fee set forth in subsection a.

- c. If the filming requires the temporary use of public right of way, an additional fee for inspection and encroachment or street use will apply as established by the Burbank Fee Resolution.
5. Hours for Film Activities: Filming within a 300-foot radius of any residential use is permitted between 7:00 a.m. – 10:00 p.m. If after-hours filming is requested in these areas, permission may be granted with mitigating conditions after applicants complete the film survey process explained more fully in Section 8, below.
6. Highly-desirable Areas: Within Burbank, there are identified areas determined to be highly desirable for filming. These include areas that are experiencing frequent filming where filming unduly impacts residences, businesses and/or traffic within Burbank. Filming in these areas will have limits that may include the frequency of film days annually conducted in the area, hours of filming, parking availability and street closures along with additional restrictions. A list of highly-desirable areas is included in Attachment C. These areas may change and will be posted on the film permit website.
7. Notification: Permittees shall provide all residents and/or businesses within a 300-foot radius of where filming activities will occur written notice of filming dates, times, filming location address and production company contact at least 24 hours prior to the first day of filming activities (including, but not limited to, load-in of all production vehicles and equipment), unless all filming activities are conducted solely within private property.
8. Surveys: Applicants may be required to distribute a City-issued survey (Attachment D) to affected residents and/or businesses located within a 300-foot radius of the proposed filming location, or other radius as determined by the film office, to ensure affected residents and businesses are surveyed where filming occurs when the filming includes: Extraordinary Circumstances, filming occurs in highly-desirable areas (identified on Attachment C), or when an applicant requests to film in residentially adjacent areas outside of the normal filming hours listed in Section 5, above. The survey will seek resident and business concerns (if any). All reasonable concerns will be considered by the Chief of Police when determining whether to issue a film permit, require modifications to the filming activities, or impose mitigating conditions, prior to issuing the film permit. Maps of affected residents and businesses within the proposed filming location may be accessed online at: <http://gis.burbankca.gov/>

9. No Parking Signage; Use of Road, Streets, Rights-of-Way, and Parking Lots:

- a. If the applicant must park equipment, trucks, and/or cars on City rights-of-way or in zones that do not allow such parking, the Chief of Police will coordinate with the City's Public Works Director or designee ("Public Works Director") and/or the City's Community Development Director or designee, to determine whether such parking will be allowed and identify any additional permits, licenses, or other entitlements the applicant must obtain for use of such property.
- b. Applicants may request to reserve parking in public areas for filming activities. If approved by the Public Works Director, the Public Works Department will provide applicant with temporary "No Parking" signs, and such signs must be posted in locations determined by the Public Works Director.
- c. If required for filming, the applicant must also obtain permission from the Public Works Department to lay and safely mat cable across sidewalks, or from generator to service point.

10. Traffic Control: For filming that will impair traffic flow as determined by the Chief of Police, a Burbank Police Department officer or a law enforcement designee selected by the Burbank Police Department shall be required. If one of these is not available, a third party State licensed traffic control company may be hired. All operations must conform to Part 6 of the 2014 California Manual on Uniform Traffic Control Devices (California MUTCD) or 2016 Work Area Traffic Control Handbook and be approved by PD and must be onsite during filming at all times, in sufficient numbers as determined by the City to direct the safe flow of traffic. The applicant/permittee shall pay for the actual cost of using such police or other personnel. The applicant/permittee and all individuals onsite during filming shall comply with all traffic control requirements deemed necessary.

- a. An applicant shall furnish and install signs and any other traffic control devices as required by a temporary traffic control plan approved by the Public Works Director. The applicant shall furnish and install additional signs or devices as required by the Police Department. All appropriate safety precautions must be taken.
- b. For any lane closure, sidewalk closure, or intermittent traffic control (ITC) required in addition to the approved temporary traffic control plan, the period of time that traffic may be restricted will be determined by the Police Department, based on traffic volumes for location and time of day.
- c. Traffic shall not be detoured across a double line without prior approval of the Police Department or as shown on the approved temporary traffic control plan.

- d. Unless authorized by the Police Department, camera cars must be driven in the direction of traffic and must observe all traffic laws.
 - e. Any emergency roadwork or construction by the City and/or private contractors, under permit or contract with the City, shall have priority over filming activities.
 - f. In order to assure the safety of citizens in the surrounding community, access roads which serve as emergency service roads, must never be blocked.
 - g. All Filming Activities shall comply with the most recently approved General Traffic Requirements issued by the City of Burbank Department of Public Works Traffic Division, which are on file in the Public Works Department and posted online.
11. Municipal Parking Lots: When parking in a municipal parking lot, an applicant shall be billed according to the current rate schedule established by the City's Fee Resolution. No relocation, alteration, or moving of temporary or permanent structures on municipal parking lots will be permitted without prior approval.
12. Coordination with Fire and other City Departments: Prior to issuance of a film permit, applicants will be required to coordinate with other City departments that are affected by the proposed filming activities (including, but not limited to, the Burbank Fire Department, Public Works Department, and/or Parks and Recreation Department). A film permit will not be issued until applicants meet all safety requirements, obtain all necessary permits, licenses, and other entitlements, and pay all applicable fees that may be imposed by the other affected City departments. Filming pursuant to a valid film permit does not require a separate business permit or license. However, nothing in the Film Permit Ordinance or these Rules and Regulations is intended to exempt activities conducted in conjunction with filming from requiring issuance of other City permits or entitlements, as may be required by the Burbank Municipal Code.
13. Filming on City Property:
- a. If Filming involves any of the following circumstances, a license and entry agreement must be executed pursuant to BMC § 2-2-214 (or amendments thereto), prior to the issuance of a film permit, unless waived as provided in this section:
 - i. Filming will occur within a City-owned facility on City Property;
 - ii. Filming requires exclusive use of City Property that is normally opened to the public; or

- iii. Filming will interfere with or endanger the normal business operations or intended public functions of the City Property where filming will occur.
- b. The license and entry agreement shall require the applicant/permittee to hold the City harmless from all liability, and shall include reasonable time, place, and manner conditions unique to the City Property where filming will occur, including but not limited to conditions to ensure public health and safety. The license and entry agreement may also require the applicant/permittee to require anyone participating in the filming activities to execute agreements releasing and holding the City harmless from any injuries resulting from such activities. The property-specific conditions set forth in the license and entry agreement shall be incorporated into the film permit and in the event any such conditions are violated by the applicant/permittee, the City may suspend or revoke filming rights under the issued film permit. If a violation of the license and entry agreement requires the City to seek judicial enforcement, then the permittee shall, if found in violation, pay City's costs and reasonable attorney fees.
- c. The license and entry agreement shall be on a form and shall be approved and executed as provided in Section 2-2-214 (or amendments thereto). If changes to the license and entry agreement are requested by the applicant, such changes must be reviewed and approved by the City Attorney. In the event such review and approval of changes is required, additional processing time will be added to the City's issuance of the film permit.
- d. Notwithstanding the foregoing, if the Department Head of the City department that controls the City Property where filming will occur determines that a film permit is sufficient to protect the health and safety interests of the City and the public, the Department Head may waive the requirement to execute a license and entry agreement in connection with the filming.

14. Conduct During Filming:

- a. At all times during any filming pursuant to a film permit, the permittee shall abide by any and all directions, commands, warnings, and admonishments given by duly authorized City of Burbank police or fire personnel (or their representatives). In the event any City police or fire personnel who are present during the filming determine that the filming is being conducted in such a manner as to unreasonably interfere with or endanger public or private property or the public health or safety, or in violation of any terms and conditions of the film permit or other conditions incorporated therein, such City personnel are authorized to order the immediate cessation of such filming.

- b. The permittee will be given an opportunity to immediately correct the filming so that it does not interfere with or endanger the property at issue or the public health or safety. If such filming is corrected to the reasonable satisfaction of the City police or fire personnel who ordered the cessation of such filming, the City police or fire personnel may authorize filming to resume. If the filming is not corrected to the reasonable satisfaction of the City police or fire personnel, such personnel are authorized to order the immediate revocation of the film permit and no further filming shall occur.
 - c. If the film permit is revoked pursuant to this Section, the permittee shall not be entitled to a refund of the administrative processing fee paid in conjunction with the film permit.
15. Indemnity: By accepting any film permit granted by the City, the applicant/permittee shall take all reasonable precautions to prevent the occurrence of any injury, including death, to any person or any damage to any property arising out of the acts or omissions of the applicant/permittee, its agents, employees, or invitees. To the maximum extent permitted by law, applicant/permittee shall indemnify and hold harmless the City of Burbank, its officers, agents, employees, and volunteers, against any claim for personal injury, property damage, or wrongful death arising out of or as the result of the issuance of any film permit and shall, at its own expense, defend any claim, suit, or action brought against the City upon any such claim.
16. Insurance Requirements: Insurance for filming is required. The applicant/permittee must maintain in force, during the full term of the film permit, insurance in the following amounts and coverages:
- a. Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit;
 - b. Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and
 - c. Workers' Compensation Insurance in statutory amounts with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.

- d. Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following: (See Attachment E, Insurance example)
 - i. Name as Additional Insured the City of Burbank its Officers, Agents, Employees, and Volunteers on a form acceptable to City.
 - ii. That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of the film permit, and that insurance applies separately to each insured against whom claim is made or suit is brought.
- e. In the event that the applicant/permittee operates or causes to be operated any aircraft, watercraft, rail vehicle or experimental vehicle during filming, or the City determines that the filming activities require additional insurance, the applicant shall, prior to commencing any such activity obtain such insurance as the City's Risk Manager requires for such activity.
- f. All insurance shall be provided under an occurrence basis for the time of the filming.
- g. By accepting any film permit granted by the City, the permittee shall grant to the City a waiver of any right to subrogation which any insurer of the permittee may acquire against the City by virtue of payment of any loss under such insurance. The permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision shall apply regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- h. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above. Should any required insurance lapse during the term of the film permit, the permittee must immediately notify the City and cease all filming activities. Filming may not take place until adequate insurance is reinstated, and if insurance is not reinstated, the City may revoke the film permit effective on the date of such insurance lapse.
- i. Before commencing any filming activities, the applicant shall do the following: (i) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, and (ii) furnish complete copies of policies promptly upon City request. Failure to submit such insurance shall deem the film permit application incomplete, and a film permit will not be issued.

17. Review Process for Denial of Film Permit: In the event the Chief of Police denies a film permit, the applicant shall be provided with the reasons for such denial in writing within five days after the determination of such denial. Review of the denial can be made to the Permit Appeals Panel, in accordance with BMC SS 2-1-1501 et seq., which shall occur in an expedited manner.

CITY OF BURBANK, a municipal corp.

s/Scott LaChasse

Chief of Police

Approved as to Form
Office of the City Attorney

s/Lisa Kurihara

Title: Senior Assistant City Attorney

Attachments:

- Attachment A — Film Permit
- Attachment B — Drone Information Addendum
- Attachment C — List of Highly-Desirable Areas
- Attachment D — Survey Form
- Attachment E — Insurance Example

Attachment A – Film Permit Application
[See Next Page]



FILM REQUEST APPLICATION FOR THE CITY OF BURBANK

Burbank Film Permit Office Contact	
☎ 818-238-3105	🖨 818-238-3109
✉ FilmPermitPayments@burbankca.gov	

Burbank Fire Department Contact	
☎ 818-238-3386	
✉ BFDFilming@burbankca.gov	

APPLICANT INFORMATION

Request By:		Date:	
Production Company/Applicant:		Phone:	
Billing Address:		Location Manager:	
City / State / Zip Code:		Cell Phone #:	
Office Number:		Director:	
Production E-mail:		Producer:	
Project Title:		1 st A.D.:	
Project Type:		Production Manager:	

FILMING ACTIVITY INFORMATION

FILMING DATE(S) <small>*MAXIMUM 7-DAY PERIOD</small>	DAY(S) OF THE WEEK	ARRIVAL TIME	WRAP TIME
PREP DAYS:			
STRIKE DAYS:			

LOCATIONS

LOCATION #1		LOCATION #2		LOCATION #3	
LOCATION #4		LOCATION #5		LOCATION #6	

TYPE OF ACTIVITY

ACTIVITY:					
ACTIVITY INVOLVES WHICH OF THE FOLLOWING:					
<input type="checkbox"/> ALTERATION OF LANDSCAPE	<input type="checkbox"/> AUTO STUNT	<input type="checkbox"/> DRIVING SHOTS	<input type="checkbox"/> PHYSICAL FIGHTING	<input type="checkbox"/> WEAPONS	<input type="checkbox"/> ANIMALS
<input type="checkbox"/> ITC	<input type="checkbox"/> ROAD CLOSURE	Please provide streets for ITC / Road Closure:			

VEHICLE TOTALS

TRUCKS:		DRESSING ROOMS:		VANS:		PICTURE CARS:		CONDORS:		GENERATORS:	
VEHICLE TOTALS ON PREP/STRIKE DAYS:											

PERSONNEL TOTALS

CAST & CREW TOTALS:		PREP/STRIKE CREW TOTALS:		EXTRAS/BACKGROUND TOTALS:	
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WILL ANY CITY FACILITY AND/OR BUILDING BE USED IN FILMING?	<input type="checkbox"/> YES / <input type="checkbox"/> NO	IF YES, CITY FACILITY ADDENDUM OR LICENSE & ENTRY AGREEMENT MUST BE ATTACHED.
STREETS POSTED FOR NO PARKING:		
CITY PARKING LOTS USED:		
APPROVED BY TRAFFIC ENGINEER:		
FIRE DEPARTMENT PERMITS REQUIRED:	SPECIAL EFFECTS <input type="checkbox"/> YES <input type="checkbox"/> NO	TENTS / CANOPIES <input type="checkbox"/> YES <input type="checkbox"/> NO
OFFICERS REPORT TO:	LOCATION:	TIME:

APPLICANT HAS READ AND SHALL COMPLY WITH THE CITY OF BURBANK FILM PERMIT ORDINANCE (BURBANK MUNICIPAL CODE §§ 3-42001 ET SEQ.)

AND THE FILM PERMIT RULES AND REGULATIONS PROMULGATED THEREUNDER: ☐ YES / ☐ NO

APPLICANT REPRESENTS IT HAS NO EMPLOYEES AND IS EXEMPT FROM WORKERS' COMPENSTATION INSURANCE REQUIREMENTS: ☐ YES / ☐ NAME OF THIRD-PARTY EMPLOYER FOR ALL WORKERS ON THE PRODUCTION: ☐ N/A

APPLICANT REPRESENTS THAT ALL INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT: ☐ YES / ☐ NO

Attachment B – Drone Information Addendum
[See Next Page]

City of Burbank
Drone Information Addendum to Film Permit

FILM PERMIT APPLICATION #:

Date _____ Production Company _____
Type of Production _____ Production Title _____
Proposed Film Date(s) _____ Production Contact _____
Contact's Cell# _____ Email Address _____
Location Address _____ Hours of UAS Activity _____

Location Address #2 _____ Hours of UAS Activity _____

UAS Company _____ Primary Contact _____
Address _____ Cell# _____
_____ Email Address _____

UAS / AIRSPACE INFORMATION

Make/Model of Aircraft _____ Registration# _____
Make/Model of Aircraft _____ Registration# _____
Total Payload Weight (incl. UAS/camera/additional equipment) _____
Class of Airspace UAS Activity Will Occur in: ☐ **B** ☐ **C** ☐ **D** ☐ **E** ☐ **G**
Restricted Areas or Temporary Flight Restrictions (TFR) Within Proposed Time/Area of Operation? ☐ Yes ☐ No

REMINDER: if you are flying in Class B, C, D or E airspace, Air Traffic Control (ATC) authorization is required for all UAS activity.

UAS OPERATING AUTHORITY: ☐ 333 or 44807 Exemption ☐ 14 CFR Part 107

333 or 44807 Exemption Information

Name of Pilot in Command _____ Pilot's Phone# _____
Exemption# _____
Visual Observer _____ VO's Phone# _____

Please provide the following:

- | | |
|--|--|
| <input type="checkbox"/> Copy of Certificate of Waiver or Authorization (COA) or Blanket COA | <input type="checkbox"/> Copy of Notice to Airman (NOTAM) |
| <input type="checkbox"/> Copy of Pilot's License | <input type="checkbox"/> Copy of Plan of Activity (POA) with proof |
| <input type="checkbox"/> Certificate of Insurance & Endorsement | of submission to Local Flights Standard |
| | District Office (FSDO) |

Part 107 Information

Name of Remote Pilot in Command _____

Remote Pilot's Phone# _____ Remote Pilot's Certificate# _____

If Remote Pilot will not be operating UAS, name of person operating UAS under the direct supervision of Remote Pilot _____

Please provide the following:

- ☐ Copy of Remote Pilot Certificate
- ☐ Copy of Part 47 or Part 48 Registration Certificate for each UAS listed above
- ☐ Description of planned flight operations, including diagrams, charts and maps as applicable
- ☐ Certificate of Insurance & Endorsement

WAIVERS: If you will engage in the following activities, please check all that apply and furnish proof of waiver from the FAA upon submission of this document.

- ☐ Flight over non-participants (§107.39)
- ☐ Night flight (§107.29)
- ☐ Operating from a moving vehicle (§107.25)
- ☐ Flight altitude restrictions (§107.51)
- ☐ Operating multiple small UAS' (§107.35)
- ☐ Operation outside of Visual Line-Of-Sight (§107.31)

Remote Pilot in Command is responsible for the safe operation of all UAS activities and declares that he/she will be in compliance with all Part 107 and/or Section 333/44807 Exemption standards and requirements.

Signature of Remote Pilot in Command or Authorized Company Representative

Print Name _____ Title _____

UAS Operations Over City of Burbank

UAS operators shall comply at all times with Burbank Municipal Code §§ 5-3-1601 and 5-3-1602. Although not required in Part 107 Rules, the City of Burbank suggests the following for optimum safety during filming:

- Use of a visual observer.
- UAS operator should scout location site(s) of proposed drone activity in advance of filming.
- Operator should possess a Motion Picture & Television Operations Manual.
- Operator should have previous film set experience.

****IMPORTANT****

The **minimum** processing time for film permits that include the use of drones is **5 business days**, however please note that **additional time may be required**. Be aware that the **process will not begin until all required documentation has been submitted**.

CITY USE ONLY

333/44807 EXEMPTED

- ☐ Insurance
- ☐ NOTAM
- ☐ COA
- ☐ POA
- ☐ Pilot's License
- ☐ Copy to Fire
- ☐ Visual Observer

PART 107

- ☐ Insurance
- ☐ ATC Approval
- ☐ Remote Pilot Certificate
- ☐ Registration for each UAS
- ☐ Description of Flight Operations
- ☐ Copy to Fire
- ☐ Waiver(s)

Attachment C – List of Highly-Desirable Areas

914 Grinnell Drive

630 S. Parish Ave

438 S. California St

Keystone Riverside Dr. – Alameda; Keystone/Parkside Dr

100-200 S. Valley St (surrounding area) – Warner Blvd, Clybourn St

4130 W. Burbank Blvd – Champs Bar

Magnolia Blvd -Victory – Clybourn (area is very popular)

2623 E. Magnolia Blvd – Tin Horn Flats

4117 W. Magnolia Blvd and Clybourn Ave.

3413 W. Magnolia Blvd, Romancing the Bean

Downtown Area: San Fernando Magnolia Blvd – Verdugo Ave

1901 W. Burbank Blvd – Moose Lodge

1235 Alta Paseo (residence share driveway)

1920 W. Clark – Burroughs High School

1111 N. Kenneth Rd – John Muir High School

916 W. Olive Ave – Frank’s Diner

1911 W. Olive Ave – Safari Inn

4420 Lakeside Dr – Smokehouse Restaurant

Providencia St -Lake St to Verdugo Ave

Attachment D – Survey Form

GUIDELINES FOR CITY OF BURBANK FILM SURVEY

The top portion (scene description, dates, times & production office information) of the attached form should be thoroughly completed and submitted to the Burbank Film Office for review and approval. The Burbank Film Office will advise you of any changes, if needed, and when you should begin the survey gathering process.

Once the survey form is approved by the Burbank Film Office, copies must be made in sufficient quantity to provide all residents with two of the surveys: one for comment and submission to the Burbank Film Office, and one the resident/business owner can keep for future reference. Two copies must be left at every residence or business within the survey area, regardless of whether an individual is present for review. A brief note, indicating the time and place for retrieval of the survey form, must be left with the surveys.

Surveys must be provided to all residences and businesses within 300 feet of filming activities and equipment parking (or other radius as determined by the Film Office). As further explained in the Film Permit Rules and Regulations, survey requirements will be based on filming in highly-desirable areas, requests to film in residentially adjacent neighborhoods outside of normal filming hours, and/or the presence of Extraordinary Circumstances.

Affected residents or business owners should be directed to complete the bottom left portion of the form and asked to include their phone number. Individuals who are hesitant to include their phone number should be told that it is not mandatory but that its only use is for verification by the Burbank Film Office.

Property owners/managers may only sign for tenants when the building is not accessible and with the understanding that he/she accepts responsibility to notify tenants by letter of filming and posting activity and to address any issues or concerns from the tenants; the property owner/manager's signature does not waive rights of the tenants to submit individual concerns to the Film Office. Property owners/managers may sign for their tenants but they must do so in the designated area of the form, only. *Manager signatures in resident portion are not acceptable.*

A detailed map, similar to a plot plan, depicting the streets and residences affected, must be included with the surveys when presented to the Burbank Film Office for review. Maps may be accessed online at: <http://gis.burbankca.gov/>

Each address on the map should be annotated, indicating whether the resident or manager had concerns, had no concerns, was not home, etc. Other notations - such as vacation, vacant, or refused contact, etc. - to further explain why there was no response, are especially helpful in the evaluation process.

SURVEYS AND THE REQUIRED MAP SHOULD BE SUBMITTED TO THE BURBANK FILM OFFICE AT LEAST 24 HOURS IN ADVANCE OF THE TIME THE PERMIT WOULD NEED TO BE RELEASED. This provides the necessary time to review the material and address concerns, and also provides you with time to gather additional surveys if required.

The Burbank Film Office will evaluate the surveys and map to determine the extent of community concerns and support with respect to the proposed activities. Additional consideration is given to residents or businesses in close proximity to the filming activities and mitigating their concerns may be crucial to approval.

CITY OF BURBANK: Survey Request for Intended Filming

DISTRIBUTED ON: ___/___/___ : ___ AM/PM **PLEASE RESPOND BY:** ___/___/___ : ___ AM/PM

PLEASE READ BEFORE YOU RESPOND: This is not a request for approval of filming activities; it is an opportunity to make your concerns known to the City of Burbank. This is used by the City of Burbank in evaluating neighborhood concerns regarding the proposed filming activities.

Dear Resident/Business Owner,

_____ is planning to film scenes of _____
(Production Company) (Project Title)
On: _____ from _____ to _____ at: _____
(Date) (Time) (Filming Location)

ACTIVITY: _____

Proposed posted **"NO PARKING"** on the:

-
-
-

Proposed **CURB LANE CLOSURE / BIKE LANE CLOSURE** on: _____ on the:
(date/time)

-
-

This company has applied for the necessary permits and maintains all legally required liability insurance. If you have any questions or concerns regarding this project, please contact the production company or location manager at the numbers provided below. If you have any concerns about this shoot or filming in your neighborhood, you may also contact the City of Burbank Film Office at (818) 238-3105. All reasonable requests for accommodation will be considered.

(PLEASE CHECK ONE)

_____ ***I have NO concerns regarding the proposed filming.***

_____ ***My specific concerns regarding the proposed filming are:***

x _____
(Signature) (Print Name)

(Address) (Phone)

**Your contact information helps the City of Burbank ensure the accuracy of survey responses.*

Multi-Unit Buildings: Property owners/managers may only sign for tenants when building units are not publicly accessible and with the understanding that he/she accepts responsibility to notify tenants by letter of filming and posting activity and to address any issues or concerns from the tenants; the property owner/manager's signatures does not waive rights of the tenants to submit individual concerns.

Total # of units in building: _____ Address: _____

Manager Signature: _____

If you have any questions or concerns regarding this request, please contact the production company or the location manager at the numbers provided below.

Production Company & Phone Number

Location Manager NAME/CELL

Production Manager NAME/CELL

Attachment E - Sample Insurance
(See Following Pages)

Film Permit Insurance Samples

Liability Forms Required:

- Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01.
- Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if applicant has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9)

Additional Insured Forms Required:

- At least as broad as ISO Form CG 20 12

Insurance requirements are listed in the City of Burbank Film Permit Rules and Regulations, §16 (a) – (i).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT/COMPANY NAME INSURANCE AGENT/COMPANY ADDRESS	CONTACT NAME: CONTACT INFO PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: INSURANCE COMPANY NAME(S) INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED INSURED NAME INSURED ADDRESS (MUST MATCH NAME OF PERMITTEE)	NAIC #

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY						
	<input checked="" type="checkbox"/> ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
							\$
	DED						
	RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

Automobile Liability: check the applicable box

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

MUST NAME THE CITY OF BURBANK, ITS OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS AS ADDITIONALLY INSURED.

CERTIFICATE HOLDER

CANCELLATION

THE CITY OF BURBANK 275 E OLIVE AVE BURBANK, CA 91502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE MUST BE SIGNED

ACORD 25 (2010/05)

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ADDITIONAL INSURED ENDORSEMENT (PERMITS)

Insurance Company: INCLUDE INSURANCE COMPANY NAME

This endorsement modifies such insurance as is afforded by the provisions of Policy No. INCLUDE POLICY NUMBER relating to the following:

1. The City of Burbank, 275 East Olive Avenue, Burbank, CA 91502, its officers, employees, agents and representatives (collectively the "City") are named as additional insureds ("additional insureds") with regard to liability and defense of suits with respect to operations performed by the insured or on their behalf for which the City has issued a permit. This insurance does not apply to (a) "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for the City; or (b) "bodily injury" or "property damage" included within the "products-completed operations hazard."
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured for which the City has issued a permit, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the Burbank Police Department, 200 N. Third Street, Burbank, CA 91502.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective INCLUDE EFFECTIVE DATE, this endorsement forms a part of

Policy No. INSURANCE POLICY NUMBER

Issued to: INCLUDE NAMED INSURED (MUST MATCH NAME OF PERMITTEE)
Named Insured

SIGNED BY: SIGNATURE OF INSURANCE CO. REPRESENTATIVE

Printed Name: PRINT NAME Title: TITLE

Insurance Company/Producer Name: INSURANCE/PRODUCER COMPANY NAME

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision: THE CITY OF BURBANK, ITS OFFICERS, EMPLOYEES, AGENTS, AND VOLUNTEERS.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.