

## TOWN OF WEST BOYLSTON



### Film Permit Guidelines

Thank you for choosing the Town of West Boylston 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 West Boylston. 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 \$500.00 per day, plus actual costs as listed below. Changes to an approved permit require additional local approvals with updated information.

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 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 Select Board at 140 Worcester Street, West Boylston, MA 01583.
- A Permitting Fee of \$500 per day will be charged to the Production Company, plus actual costs as discussed below. The initial permitting fee charged will be based on the estimated days of work to take place within West Boylston. An extension of work time will result in additional fees per day to be charged.
- Include a certificate of General Liability Insurance in the amount of at least one million dollars per occurrence naming the Town of West Boylston as an additional insured. Include a certificate of Workers' Compensation Insurance at statutory limits.
- The Production Company agrees to pay the Town of West Boylston 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 West Boylston Police

Department for such services as providing traffic control details, 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 any additional costs will be borne by the production company, and will be cost neutral 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: Please see the permit form to establish the 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:

- Along with your application, please submit:
  - Proof of General Liability Insurance naming the Town of West Boylston as an additional insured, in the amount of at least one million dollars, and proof of Workers' Compensation coverage at the Massachusetts statutory limits.
  - Also complete and sign an Indemnification Agreement.
  - A check made payable to the Town of West Boylston for the estimated Permitting Fee.
  - A check payable to the Town of West Boylston for the Deposit Account to cover the estimated cost of town services.
- Once the Select Board 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.

- It is the responsibility of the Production Company to notify all business and residential tenants who will be affected in anyway by filming. Proof of permission to use private property must be provided to the Town 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 West Boylston without notifying the proper authorities, obtaining appropriate permits and notifying the Select Board 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.
- Should you have any questions regarding permits, fees, or jurisdictions, please call the Town Administrator at 774-261-4088.

## TOWN OF WEST BOYLSTON



### Town of West Boylston Film Permit

The Applicant acting through its authorized agent, agrees to defend, protect, indemnify and hold the Town of West Boylston 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 West Boylston and the laws of the Commonwealth of Massachusetts shall govern this permit.

The Applicant acting through its authorized agent, agrees to defend, protect, indemnify and hold the Town of West Boylston 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 West Boylston and the laws of the Commonwealth of Massachusetts shall govern this permit.

Authorized Parties: The application must be signed as follows: 1) if the applicant is an individual, by her/him personally; 2) if the applicant is a partnership, by the name of the partnership, followed by the signature of each general partner; and 3) if the applicant is a corporation, by the authorized officer, whose signature must be attested to by the clerk/secretary of the corporation and the corporate seal affixed (see attached Certificate of Vote).

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:

- |                                       |  |  |
|---------------------------------------|--|--|
| <input type="checkbox"/> Feature Film | <input type="checkbox"/> Television Film               | <input type="checkbox"/> Documentary       |
| <input type="checkbox"/> Commercial   | <input type="checkbox"/> Industrial                    | <input type="checkbox"/> Still Photography |
| <input type="checkbox"/> Music Video  | <input type="checkbox"/> 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.

- |                                      |                                  |
|--------------------------------------|----------------------------------|
| <input type="checkbox"/> For filming | <input type="checkbox"/> 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, projectiles, 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) \_\_\_\_\_

### Permit Fees and Costs

Permit Fee: \_\_\_\_\_ days x \$25/day = \$\_\_\_\_\_

Costs of Town Services:

	Estimated Cost	Deposit Amount 100%
Police Dept.	_____	_____
Fire Dept.	_____	_____
DPW	_____	_____
Water Dept.	_____	_____
Other Services:	_____	_____
<b>Total Fees and Est. Costs:</b>	_____	_____

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.

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

*The applicant agrees to comply with all applicable laws and to maintain town premises and roads in good condition, and to return said premises to the same condition or better, before use for this film project. By signing this form, the applicant affirms that they have authority to enter into contracts.*

Production Company Agent: (Print): \_\_\_\_\_  
Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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FOR TOWN USE ONLY

Approved by:

\_\_\_\_\_ Date: \_\_\_\_\_  
Select Board, Chair

\_\_\_\_\_ Date: \_\_\_\_\_  
Chief of Police

\_\_\_\_\_ Date: \_\_\_\_\_  
Department of Public Works Director

\_\_\_\_\_ Date: \_\_\_\_\_  
Fire Chief

TOTAL FEES: \$ \_\_\_\_\_

DATE FEES PAID: \_\_\_\_\_ PAYMENT TYPE: \_\_\_\_\_ CHECK # \_\_\_\_\_

DATE DEPOSIT PAID: \_\_\_\_\_ PAYMENT TYPE: \_\_\_\_\_ CHECK #: \_\_\_\_\_



**TOWN OF WEST BOYLSTON**  
**MASSACHUSETTS**  
**INDEMNIFICATION AGREEMENT:**

The                      Applicant                      (Production                      Company),  
\_\_\_\_\_, acting  
through                      its                      authorized                      agent,  
\_\_\_\_\_, agrees to defend,  
protect, indemnify, and hold the Town of West Boylston 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 West Boylston 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 West Boylston 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