



Metropolitan Government of Nashville and Davidson County Film Permit Application and Requirements

Thank you for filming in Nashville! A film permit is required when film/tape activity

- takes place on public property – Metro parks, streets, buildings, and other city facilities,
- involves closing a street,
- involves closing or temporarily stopping one lane of traffic or impeding vehicular traffic in any way,
- requires on street parking,
- requires bagging meters,
- involves closing a sidewalk or impeding the flow of pedestrian traffic,
- requires placement of flats, lights, cameras or other equipment on public property.

A permit is also required if you are filming in a residential neighborhood and parking on city streets.

Application Fee and Deadline: The film permit application fee is \$130.00. This applies whether you are shooting for five days or five hours, at one or ten locations.

Applications must be filed at least three (3) days prior to shooting: Fines will be enforced if filming on city property takes place without a permit. Advance notice helps us help you.

Complete all pages of the application and agreement that follows and return by fax, mail or in person. The \$130.00 fee is payable by **check or money order** to the Mayor's Office of Film & Special Events:

MAIL COMPLETED FORM TO:

Office of Film & Special Events
Attention: Permits Office
720 S. 5th Street
Nashville, TN 37206

MAIL PAYMENT TO:

Office of Film & Special Events
Attention: Finance Division
750 S. 5th Street
Nashville, TN 37206

Phone (615) 862-8782

Fax (615) 880-3259

Email: PWEventPermits@nashville.gov

Note...the completed application including the certificate of liability insurance and payment must be received before the permit can be issued.

The fact that a film permit is issued shall not replace or render unnecessary any other permit required by law. Other permits required by Metro must be applied for and secured separately.

Certificate of Insurance: Comprehensive general public liability insurance coverage from an insurance company authorized to do business in the State of Tennessee and acceptable to Metro must be provided. If

using an automobile, automobile liability coverage is also required. Both policies of insurance must have a limit of not less than one million dollars (\$1,000,000.00).

In the event a Metro structure is used, insurance coverage for any damage to the structure shall have a limit of not less than Five Hundred Thousand Dollars (\$500,000.00). This insurance coverage may be carried in a separate policy or be included in the comprehensive general liability policy.

Additional insurance coverage as deemed necessary by Metro Legal may be required.

The **insured company** must be the same as the **permit applicant**. See a [sample certificate of liability insurance](#).

Metropolitan Government of Nashville and Davidson County must be included as a certificate holder and named as an additional insured:

Metropolitan Government of Nashville and Davidson County
720 S. 5th Street
Nashville, TN 37206

Other Permit Requirements and Contacts for Metro Properties:

Public Works – Street, Lane or Sidewalk Closures: For street, lane or sidewalk closure/blockage, an **additional** permit **must** be obtained from the Public Works Permit Office. They can be reached at **(615) 862-8782** or pw.permits@nashville.gov.

When using the Shelby Street Bridge, please refer to the guidelines and fees posted on our website for the bridge at www.nashville.gov/specialevents

Bagged Meters: For bagged meters, Diane Marshall of Public Works must be contacted three (3) days in advance at **(615) 880-2455** or FAX (615) 880-2012 by email at diane.marshall@nashville.gov.

Community Notification: If you will be closing a street, you need to notify the businesses and residents that will be impacted. Your notification must include the following:

- Date of closure
- Reason for the closure
- Name of the Production Company
- 24/7 Contact information for the filming activities
- Detailed information on the closure, day/time, detours, etc.

A copy of the notification must be filed with your film permit application.

Metro Parks: Filming, taping or photographing in Metro Parks requires a Parks permit. To obtain the permit, contact Jackie Jones at **(615) 862-8400** or visit <http://www.nashville.gov/Parks-and-Recreation/Permits-Rentals-and-Reservations/Film-Video-Photography-Permit.aspx>

Metro Government Buildings: If you want to film in a Metro Government Building, you will need permission from the department responsible for that building. We can assist you in determining who the appropriate contact person.



**FILM PRODUCTION PERMIT APPLICATION
MAYOR'S OFFICE OF FILM AND SPECIAL EVENTS**

Please complete all pages.

Production Company: _____ Date: _____

Producer: _____

Address: _____

City: _____ State: _____ Zip: _____

Email Address: _____ Phone: _____ Cell: _____

Local Contact: _____ Title: _____

Email Address: _____ Phone: _____ Cell: _____

Title/Project:

Name: _____

Film Dates: _____

Film Hours: _____

Prep/Wrap Hours/Dates (if applicable): _____

Estimated dollars left in Nashville: _____

Total Number of Crew: _____ Number of Nashville Crew: _____

Total Number of Talent: _____ Principals: _____ Extras: _____ Nashville Talent: _____

Production Classification:

Feature Film: _____ Music Video: _____ (Artist): _____

TV Movie: _____ Still: _____ Industrial/Corporate: _____ TV Commercial: _____ TV Promo: _____

Documentary: _____ TV Series/Pilot: _____ Educational: _____ Other (specify): _____

Locations: (please number & list all, and indicate if any are to include interior filming)

Central Business District: If you are working in the central business district, will your activity block the sidewalk or access to adjacent businesses in any way? Yes No If yes, please explain:

Street/lane and or sidewalk closure requirements (state specific dates/times):

Parking requirements (barricades, cones, meters bagged): Please provide meter numbers and location of meters. Also list vehicles/trucks to be used in production (i.e. bago, 5-ton, 15'-prop)

Vehicles: Will any portion of the filming applied for under this Film Production Permit Application be done from a moving motorized vehicle of any kind? Yes No If yes, please explain:

Utilities: Will any utility services such as electricity or water be required? Yes No If yes, please explain:

Describe how waste and recycling will be managed at the event.

Number of Trash Containers: _____ Number of Recycling Containers: _____

Name of individual or waste hauler responsible for trash & recycling: _____

Describe your plan for clean up and removal of trash and recycling after filming:

**FILM LOCATION AGREEMENT BETWEEN THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND**

This Agreement is made and entered into on this ____ day of _____, 20 __, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY, a governmental, municipal and public corporation created and existing under and by virtue of the Constitution and laws of the State of Tennessee (hereinafter "METRO"), and _____, a [sole proprietorship/partnership/corporation/other: _____] with its principal place of business at _____ (hereinafter "FILM MAKER").

WHEREAS, METRO wishes to encourage and accommodate the film industry and its activities within the area of the Metropolitan Government;

NOW, THEREFORE, in consideration of the mutual promises and obligations set out hereafter and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The purpose of this Agreement is to permit FILM MAKER, its agents, officers and employees to utilize any site referenced on the film permit application attached hereto ("addendum"), which is owned by or leased to METRO, or which is a public right-of-way, (hereinafter referred to as "SITE"), for the production of a film, subject to all other permits required by the Metropolitan Code of Laws, and subject to all terms and conditions associated with those permits. METRO grants FILM MAKER the right to film, reproduce, and use (either accurately or with such liberties as deemed necessary) the SITE and to bring onto and remove from the SITE its officers, agents, and employees for its film making purposes, as described in the addendum. However, METRO does not represent that it owns or leases any or all of the sites referenced on the attached addendum. It is entirely and solely the FILM MAKER's responsibility to ascertain the ownership of any site it wishes to use, and to obtain the necessary permission. By this Agreement, METRO does not purport to give FILM MAKER permission relating to sites other than public rights-of-way and other than sites which METRO does own or lease.
2. This Agreement shall apply solely to the described SITE, and not to any other property or location. This agreement is made in connection with the film referenced on the addendum and includes the right to re-use the film in connection with other motion picture photoplays as FILM MAKER, its successors, assigns, and licensees shall elect, and in connection with the exhibition, advertising, and exploitation thereof, in any manner whatsoever and at any time in any part of the world.
3. FILM MAKER shall have access to and use of the SITE during the time period referenced on the addendum. However, if because of illness of actors, directors or other essential artists and crews, or because of conditions or occurrence beyond the control of FILM MAKER, preventing FILM MAKER from starting or completing work during the period designated above, or in the event of damaged or imperfect film or equipment, FILM MAKER shall have the right to use the SITE at a later date to be mutually agreed upon by the parties, but METRO has no obligation to delay changes to or other use of the SITE pending such use.
4. FILM MAKER shall provide crowd control, noise control, and security. Should METRO deem FILM MAKER's provisions for same to be inadequate, FILM MAKER shall provide crowd control, noise control, and security at the level required by METRO.
5. Upon completion of the utilization of the SITE, FILM MAKER shall leave said SITE in substantially the same condition and as clean and orderly as when found by FILM MAKER.
6. FILM MAKER agrees to assume the risk for any and all defects and/or other conditions, whether these defects or

other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party. Towards that end FILM MAKER agrees that METRO assumes **NO responsibility or liability** for any defects or other conditions of the SITE, dangerous or otherwise, whether the conditions are known or unknown to either party, and/or discoverable by either party. Furthermore, METRO disclaims that the SITE is appropriate for FILM MAKER'S intended purpose, artistic or otherwise.

7. METRO reserves the right to require that FILM MAKER stop all filming and other operations in and around the SITE in the event:
 - a. Of an emergency or unforeseen urgent event as determined in Metro's sole discretion, or
 - b. FILM MAKER fails to comply with the dates and times as specified in Paragraph 3.
8. Use of METRO personnel by FILM MAKER during normal business hours shall require prior written approval of the proper officials of METRO. If this occurs, FILM MAKER shall reimburse METRO for all METRO personnel used by FILM MAKER for all costs associated with use of the employee including but not limited to each individual's regular hourly rate of pay or overtime rate of pay. Further, use of any METRO employee does not constitute consent to filming any METRO employee.
9. (a) FILM MAKER shall obtain comprehensive general public liability insurance coverage with an insurance company authorized to do business in the State of Tennessee and acceptable to METRO. If FILM MAKER uses an automobile on the SITE, FILM MAKER agrees to obtain automobile liability insurance. Both policies of insurance shall have a limit of not less than One Million Dollars (\$1,000,000.00). In the event a METRO structure is used, FILM MAKER shall also provide insurance coverage, for any damage to the structure, which shall have a limit of not less than Five Hundred Thousand Dollars (\$500,000.00). This insurance coverage may be carried in a separate policy or it may be included in the comprehensive general liability policy.

(b) FILM MAKER shall provide a certificate of insurance evidencing coverage that names METRO, its officers, employees, and agents, as their interests may appear, in a form acceptable to METRO before FILM MAKER can have access to the SITE.

(c) The limits of liability insurance required herein shall in no way limit the amount of damages for which FILM MAKER may be liable to METRO hereunder.
10. FILM MAKER shall indemnify and hold METRO and its officers, agents and employees harmless and free from any and all claims, including but not limited to personal injury, property damage, or violation of state or federal intellectual property rights, alleged to have arisen or resulted wholly or partially from the exercise of any of the rights or permissions granted herein to FILM MAKER. This indemnification and hold harmless includes, but is not limited to, the payment of all attorney fees, expenses, costs, judgments, and other expenses which may be incurred by METRO, its officers, agents, or employees as a result of any and all such claims. To the extent of any insurance coverage, FILM MAKER's duty to indemnify METRO shall be satisfied *pro tanto*.
11. FILM MAKER shall reimburse METRO for any and all damages to personal and real property owned or leased by METRO, which damage results wholly or partially from the exercise of any of the rights or permissions granted herein to FILM MAKER.
12. FILM MAKER shall comply with the provisions of Title VI of the Civil Rights Act of 1964 in connection with its utilization of the SITE. Admission, participation of spectators, and use of the facilities during production of the film shall be without regard to race, creed, color, gender, age, handicap, or national origin.
13. FILM MAKER agrees to comply with all laws of the State of Tennessee and all ordinances and regulations of METRO.
14. METRO assumes no responsibility for any personal property placed on, in, or around the SITE by FILM MAKER or

FILM MAKER's officers, agents and employees.

15. Any Special Conditions are referenced on the addendum.
16. This Agreement sets forth the entire agreement of the Parties. Any modification of this Agreement shall be in writing, signed by the authorized officials of both Parties and attached hereto.
17. The validity, construction, and effect of this Agreement and any and all extensions and/or modifications shall be governed by the laws of the State of Tennessee, and any actions between the parties arising from this Agreement shall be maintained in the courts of Davidson County, Tennessee
18. Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.
19. No waiver of any provision of this Agreement shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other or subsequent violation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be properly executed as of the date first above written.

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND
DAVIDSON COUNTY:**

FILM MAKER:

Mayor's Office Of Film & Special Events

Company Name

APPROVED AS TO INSURANCE:

Street Address

Metropolitan Insurance Manager

City, State, Zip Code

APPROVED AS TO FORM AND LEGALITY:

Print Name

Metropolitan Attorney

Title

FILED IN THE OFFICE OF THE METROPOLITAN CLERK:

Signature

Metropolitan Clerk

Date

Date