

Metropolitan Government of Nashville and Davidson County Mayor's Office of Film and Special Events

Film Production Permit Application & Location Agreement

A completed application with a signed location agreement, the certificate of liability insurance, and full payment must be received before the permit can be issued.

Applications must be submitted for review at least three (3) business days prior to the first shoot date. Fines will be enforced if filming on city property takes place without a permit.

APPLICATION REVISIONS – Any revisions to the original application must be submitted within 48 hours (2 business days) of the first shoot date. Any revisions to the original application including, date, location, additional requests, will require a revised application to be submitted. Additional review and approval of the revised application will be required. There is no guarantee that the requested changes will be approved. Last minute changes may not allow adequate time for review.

Thank you for filming in Nashville! A film permit issued by the Nashville Department of Transportation **(NDOT)** is required when film, tape, digital, or still photography 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
- Involves closing a sidewalk or impeding the flow of pedestrian traffic
- Requires on street parking for any vehicle involved with the production (cast & crew parking, craft services, etc.)
- Requires bagging meters
- Requires placement of flats, lights, cameras, or other equipment on public property

The completed application should be sent by email to NDOTPermits@nashville.gov, and Meri Howard should be copied – meri.howard@nashville.gov. If you need to deliver the Film Permit Application in person, you will need to coordinate delivery with Meri Howard. Please contact her by email or phone - call (615-862-8782) for instructions.

Payment Information – The Film Permit Application fee is \$130. The preferred method of payment is by credit card. You will need to call the NDOT Permits office with your credit card information. The phone number is 615-862-8782. If you need to coordinate an alternate method of payment please contact Meri Howard — meri.howard@nashville.gov, or by phone at 615-862-8782.

Insurance Information – Follow this <u>link</u> for an example of the COI requirements.

A Certificate of Insurance (COI) with proof of comprehensive general liability insurance coverage from an insurance company authorized to do business in the State of Tennessee and acceptable to Metro must be provided for review by the Metro Legal Department. If using an automobile, automobile liability coverage is also required. All policies submitted for review must have a coverage 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.

The **insured party** must be the same as the **permit applicant**.

Metropolitan Government of Nashville and Davidson County must be included as a certificate holder and named or indicated as additionally insured:

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

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

Other Permit Requirements and Contacts for Metro Properties

NDOT ROW Permit – All Film Permit requests require a ROW (Right-of-Way) Permit to allow for any street, lane, alley, or sidewalk closure/blockage requests. The ROW Permit application is included in this Film Permit application and the applicant is required to complete it. For information about the ROW permit, please contact staff at NDOT Permits Office by calling (615) 862-8782 or emailing NDOTPermits@nashville.gov.

Parking Meters – Requests to block use of paid parking spaces (formerly meter bagging) within the shoot footprint must be included on the Right-of-Way (ROW) Permit application. The applicant will be charged a fee for this request of \$21 per parking space, per day. Coordination of any parking meter requests will require a minimum of three (3) business day's notification.

John Seigenthaler Pedestrian Bridge (SPB) – Use of the SPB as a location for any film or still photography will require additional approval. The applicant will need to submit an SPB usage agreement and will need to provide payment of the SPB usage fees - \$200 for up to 1 hour of usage; \$500 for up to 4 hours of usage; \$50 per hour for each approved hour over 4 hours. Please refer to the guidelines and fees posted on our website for use of the SPB by following this <u>link</u>.

Community Notification – If you will be closing a street, you need to notify the businesses and residents that will be impacted. You may also be required to provide notification if there is not a closure, but there is potential for an adverse impact to the neighborhood within the shoot footprint.

A copy of the notification must be submitted for review with the film permit application.

The notification must include the following:

- Date of closure
- Reason for the closure
- Name of the Production Company

- Detailed information on the closure, day/time, detours, etc.
- 24/7 Contact information for the filming activities including phone numbers.
- Contact information, including a phone number, for a representative of the company providing traffic
 control. Traffic control with Metro Nashville must be conducted by law enforcement officers that are
 post-certified to provide traffic control. Use of volunteer staff or production assistants will not be
 approved.

Metro Parks – All film or still photography within a Metro Park requires an approved Metro Parks Film Permit. To obtain the permit or learn more, visit the Metro Parks Film and Video Permits website at this <u>link</u>.

Metro Government Buildings – Requests to conduct a production on specific Metro Government property, or within specific Metro Government buildings may require additional approval from that Metro Department or Agency. Requests to use specific Metro property, such as schools, courtrooms, or other buildings, and facilities, may require additional coordination from a specific Metro Department. Please contact **Meri Howard** to assist you with determining an appropriate contact.

You must complete all three portions of the Film Permit Application

- The Right of Way Permit application
- The Film Production Permit application
- The Location Agreement

If you have questions about the application, please contact Meri Howard in the Permits Office at NDOT.

meri.howard@nashville.gov or by calling 615-862-8782.

Continue to the Right of Way Permit application (street, sidewalk, alley requests)

NASHVILLE DEPARTMENT of TRANSPORTATION & MULTIMODAL INFRASTRUCTURE

720 South 5th Street Nashville, TN 37206 Phone #: 615-862-8782 Fax#:615-880-3259

Office Use Only – Received by	PERMIT	#Pa	yment Type &	Amount
CLOSURE PERMIT APPLICATION FOR A:	□PARADE	☐ RUN	□EVENT	□FILM
Please print/or type information belo	ow:			
Today's Date:				
Company Name:				
Company Address:				
Contact Name:	After Hour	s/Emergenc	y Phone #:	
Phone #: ()				
Email Address:				
Parade / Run / Event / Film Name: _				
Security Company:				
Map Attached: Yes □				
Start Date: Number	er of Days Nee	eded:		
Start Tim <u>e:</u>	Finish Time	2:		
Work Weekends: Yes □	No [
Requested By:		Duint No.		
Signature		Print Nam	e	

Please continue to the following pages and complete the requested information

Street Location: _		Date:	Time:
Lane \square	Street □	Sidewalk \square	Meter \square
Cross Street		Cross Street	
Street Location:_		Date:	Time:
Lane \square	Street □	Sidewalk \square	Meter \square
Cross Street		Cross Street	
Street Location:_		Date:	Time:
Lane \square	Street □	Sidewalk \square	Meter \square
Cross Street		Cross Street	
Street Location:_		Date:	Time:
Lane \square	Street □	Sidewalk \square	Meter \square
Cross Street		Cross Street	
Street Location:_		Date:	Time:
Lane □	Street □	Sidewalk \square	Meter \square
Cross Street		Cross Street	

Street Location:		_Date:	_Time:
Lane □	Street □	Sidewalk \square	Meter \square
Cross Street		_Cross Street	
Street Location:		_ Date:	_Time:
Lane □	Street □	Sidewalk \square	Meter \square
Cross Street		_Cross Street	
Street Location:_		_Date:	_Time:
Lane □	Street □	Sidewalk \square	Meter \square
Cross Street		_Cross Street	
Street Location:		_Date:	_Time:
Lane \square	Street □	Sidewalk \square	Meter \square
Cross Street		Cross Street	

Please continue to the Film Production Permit Application and Location Agreement



Metro Nashville Mayor's Office of Film and Special Events Film Production Permit Application and Location Agreement

1:	
	Date:
	Zip:
Phone:	Cell:
Title: _	
Phone:	_Cell:
Number of Nashville Cre	ew:
	Nashville Talent:
rtist):	
clude <u>interior</u> filming)	. ,,
	State:Phone:Title:Number of Nashville Cre s:Extras: tist): porate:TV Commercia _Educational:Other (see the content of the con

5		
6		
7		
8		
Use this space to provide any additional location information.		
Central Business District – Downtown Core impact (locations between these not Jefferson Street to Korean Veterans Boulevard, and 1st Avenue to 8th / Rosa Par this grid, will your activity block the sidewalk or access to adjacent businesses in a Yes No If yes, please explain:	ks Avenue	
Street, lane, alley, and or sidewalk closure requirements or requests not indicate	ed on the R	OW Application:
Parking requirements (barricades, cones, meters bagged): Please provide meter list vehicles/trucks to be used in production (i.e. RV, 5-ton, 15'-prop)	numbers a	and location of meters. Also
Vehicles: Will any portion of the filming applied for under this Film Production Pemoving motorized vehicle of any kind? Yes No If yes, please explain		cation be done from a
Use of a Drone: Metro Government will not allow for a drone operated camera Government property. Any drone usage requests must be coordinated with the p to their property. The Film Permit applicant may be required to provide proof of a Will a drone be used during this production? YesNo Utilities: Will any utility services such as electricity or water be required? Yes	rivate prop approval to	perty owner allowing access use private property.
——————————————————————————————————————	140	п уез, ртеазе ехртапт.
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:		<u> </u>
Describe your plan for clean-up and removal of trash and recycling after filming:		

Continue to the final section of the Film Permit Application – the Location Agreement. Please complete and sign this document.

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

Production Representative:		
This Agreement is made and entered into on this	day of	, 20, by and between THE
METROPOLITAN GOVERNMENT OF NASHVILLE AND [DAVIDSON COU	NTY, a governmental, municipal and public
corporation created and existing under and by virtue	of the Constitu	tion and laws of the State of Tennessee (hereinafter
"METRO"), and		, a [sole
proprietorship/partnership/corporation/other:] with its principal place of business at
	(hereinal	ter "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. METRO does not hold copyrights to public artworks located on METRO property. The artist retains copyright in most cases. If the FILM MAKER wishes to include a public artwork in the commercial production, the FILM MAKER must reach out to Metro Arts (publicart@nashville.gov) for artist contact information and/or a separate permit.
- 10. (a) FILM MAKER shall obtain comprehensive general 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.
- 11. 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*.
- 12. 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.
- 13. 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.
- 14. FILM MAKER shall comply with all Federal and State laws, rules, and regulations regarding use of unmanned aerial systems or drones, and is solely responsible for compliance with such laws. Should FILM MAKER fail to comply with any unmanned aerial systems or drone laws in its use of an unmanned aerial system or drone on, in, around, or over the SITE, FILM MAKER shall indemnify and hold METRO, its officers, agents, and employees harmless and free from any and all claims alleged to have arisen or resulted wholly or partially from its use of an unmanned aerial system or drone, including but not limited to personal injury, property damage, or any other type of action against METRO. 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. In addition, FILM MAKER has a duty to provide METRO with a legal defense in the event of any and all such claims arising from FILM MAKER's use of an unmanned aerial system or drone.
- 15. FILM MAKER agrees to comply with all laws of the State of Tennessee and all ordinances and regulations of METRO.
- 16. 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.

- 17. Any Special Conditions are referenced on the addendum.
- 18. 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.
- 19. 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
- 20. 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.
- 21. 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.

Each of the persons signing below on behalf of any Party represent and warrant that the person signs with the full and complete authority to bind the Party on whose behalf that person is signing.

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	