

Suffolk County Film Permit Agreement

This Agreement (Agreement) is between the **County of Suffolk (County)**, a municipal corporation of the State of New York, having a principal office at 100 Veterans Memorial Highway, Hauppauge, New York 11788 acting through its duly constituted Department of **Economic Development and Planning/Office of Film and Cultural Affairs (Department)** having its principal office at 100 Veterans Memorial Highway, 11th Floor, Hauppauge, New York 11788; and, having its principal office at

Purpose of Agreement: To authorize use of

Term of Agreement: This is a Permit Agreement for of filming during the period of the Agreement.

Total Cost of Agreement: No cost to County. Contractor shall pay Permit fee(s) as specified in Exhibit B.

Terms and Conditions: Shall be as set forth in Exhibit A and B, attached hereto and made a part hereof.

In Witness Whereof, the parties hereto have executed this Agreement as of the latest date written below.

*By: _____

Print Name:

Title:

Fed. Tax ID #

Date: _____

_____ hereby certifies under
[Entity's Authorized Officer]
penalties of perjury that _____ who, as
[Signatory]
_____, signed the foregoing permit
[Title]
on behalf of _____,
[Name of Entity]
which is a _____, has this day
acknowledged that
[Entity Type]
s/he has the authority to make the representations
stated in this Permit Agreement to be the act and
deed of

[Name of Entity]

By: _____

Date _____

**Applicant agrees that an electronic/scanned copy of the applicant's signature shall have the same force and effect as an original signature for purposes of enforcing this Agreement.*

Approved:

Department of Economic Development and Planning

By: _____

Natalie Wright
Commissioner

Date: _____

Recommended:

Office of Film and Cultural Affairs

By: _____

Diana J. Cherryholmes

Date: _____

Approved as to Form:

**County Attorney's Office
Suffolk County Department of Law**

By: _____

Samantha McEachin
Assistant County Attorney

Date _____

Production Project Title:
Approvals, as required:

Risk Management

By: _____
Leslie Baffa
Suffolk County Risk Management

Date: _____

Parks Department
Approvals, as required:

By: _____
Emily Lauri
Community Relations Director

Date: _____

End of Exhibit B

Instructions for Completing the Suffolk County Film Permit Agreement Application

ALL PAPERWORK GIVEN BELOW MUST BE FORWARDED TO THE FILM OFFICE AT LEAST 5 BUSINESS DAYS BEFORE COMMENCEMENT OF FILMING.

1. Provide a letter of intent on letterhead explaining production project and how the property, street, or park will be used. Include number of talent, crew, vehicles, and special requirements (closing of streets, simulated violence, noise etc.)
2. Read Exhibit A carefully, particularly regarding insurance requirements on pages, 2-3 Please find attached a sample certificate of insurance. **Please note that Suffolk County requires the policy declarations from your underwriter.** This is not typically requested of third parties. This is provided by the underwriter providing coverage. If you have questions regarding this, ask your insurance agent.

Certificate Holder must be exactly as follows:

Suffolk County
H. Lee Dennison Bldg., 11th Floor
100 Veterans Highway
Hauppauge, NY 11780

3. Complete Exhibit B, except grayed areas. If you are filming at more than one location, copy and paste the location table for as many locations as required.
4. E-mail the permit application to diana.cherryholmes@suffolkcountyny.gov or erin.reyes@suffolkcountyny.gov or jacqueline.mccormack@suffolkcountyny.gov
5. We will complete an Agreement page based on the information you provide in the permit application and letter of intent and send to you for signature.
6. The application will be processed when we have received the letter of intent, completed permit application, signed Agreement page, insurance, and maps (if maps are applicable).
7. For Production in Suffolk County Parks & Recreation properties:

PLEASE BE ADVISED THAT YOU ARE RESTRICTED TO THE DATE(S) AND HOURS INDICATED IN THE FILM PERMIT. IF YOU RUN OVER THIS PERMITTED TIME, YOU WILL BE CHARGED AN ADDITIONAL DAY AND STAFF OVERTIME. YOU MUST PROVIDE A VALID CREDIT CARD; IF THE PRODUCTION RUNS OVER THE TIME PERMITTED, RESULTING EXPENSES INCURRED BY THE COUNTY SHALL BE CHARGED.

EXHIBIT A

1. Definitions

For purposes of this permit, the following terms shall have the following meanings:

a. "Equipment" shall include, but is not limited to, television, photographic, film or video cameras or transmitting television equipment, including radio remotes, props, sets, lights, electric and grip equipment, dolly tracks, screens, or microphone devices, and any and all production related materials. "Equipment" shall not include (i) "hand-held devices," as defined in paragraph (c) of this subdivision, and (ii) vehicles, as defined in section one hundred fifty-nine of the New York vehicle and traffic law, that are used solely to transport a person or persons while engaged in the activity of filming or photography from within such vehicle, operated in compliance with relevant traffic laws and rules.

b. "Film" or "Filming" shall mean the taking of motion pictures, the taking of still photography or the use and operation of television cameras or transmitting television equipment, including radio remotes and any preparatory activity associated therewith, and shall include but are not limited to, the making of feature or documentary films, television serials, webcasts, simulcasts or specials.

c. "Hand-held devices" shall mean (a) film, still or television cameras, video cameras or other equipment which are held in the photographer's or filmmaker's hand and carried at all times with the photographer or filmmaker during the course of filming or (b) tripods used to support film, still, television cameras or video cameras. Hand-held devices shall not include cables or any other item or equipment not carried by the photographer or filmmaker at all times during the course of photography, filming or transmission.

d. "Photography" shall mean the taking of moving or still images.

e. "Rigging/de-rigging" shall mean the loading in or loading out, loading or unloading, of any shooting or production related equipment, including but not limited

to props, sets, electric and grip equipment, at any location, time and date where film or theatrical production is not occurring.

f. “Scouting” shall mean the act of viewing, assessing and photographing locations for filming or photography during pre-production or production for, still photography, feature films, television series, mini-series or specials or other productions.

g. “Shooting” shall include (a) filming interiors or exteriors and (b) filming theatrical productions whose performances are presented indoors.

2. Display of County Film Permit

All permittees shall have the County Film Permit, as well as any other permits required by the Department or any other governmental entity, in their possession on location at the time and site of the scouting, rigging or shooting and shall make such permit(s) available for inspection at the request of an employee of the Suffolk County Police Department (SCPD) or other government agency.

3. Indemnification and Defense

a. General

The Permittee agrees that it shall protect, indemnify and hold harmless the County and its officers, officials, employees, contractors, agents and other persons from and against all third-party liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable, documented, outside attorneys' fees, arising solely out of the acts or omissions or the negligence of the Permittee in connection with the activities described, referred to and authorized in this Agreement. The Permittee shall defend the County and its officers, officials, employees, contractors, agents and other persons in any suit, including appeals, or at the County's option, pay reasonable, documented, outside attorney's fees for defense of any such suit arising solely out of the acts or omissions or negligence of the Permittee, its officers, officials, employees, subcontractors or agents, if any, in connection with the activities described, referred to and authorized in this Agreement. The County agrees that it shall protect, indemnify and hold harmless Permittee and its officers, officials, employees, contractors, agents and other persons from and against all third-party liabilities, fines, penalties, actions, damages, claims, demands, judgments, losses, costs, expenses, suits or actions and reasonable, documented, outside attorneys' fees, arising solely out of the acts or omissions or the negligence of the Permittee in connection with the activities described and/or the County and/or its officers, officials, employees, contractors, or agents' breach of this Agreement or default hereunder, referred to and authorized in this Agreement.

b. Federal Copyright Act

The Permittee hereby represents and warrants the Permittee, will not infringe upon any copyrighted work or material in accordance with the Federal Copyright Act in connection with the activities authorized in this Agreement.

4. **Insurance:**

- a. The Permittee agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement, insurance in amounts and types specified herein. The Permittee agrees to require that all of its subcontractors, in connection with activities performed for the Permittee related to this Agreement, procure pay the entire premium for and maintain throughout the term of this Agreement, insurance in the amounts and types equal to that specified by the County for the Permittee. Unless otherwise specified by the County and agreed to by the Permittee in writing, such insurance shall be as follows:
 - i. Commercial General Liability insurance, including contractual liability coverage, **in an amount not less than Two Million Dollars (\$2,000,000.00) per occurrence** for bodily injury and Two Million Dollars (\$2,000,000.00) per occurrence for property damage.
 - ii. Automobile Liability insurance (if any vehicles are used by the Permittee in the performance of this Agreement) in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per person per accident, for bodily injury and not less than One Hundred Thousand Dollars (\$100,000.00) for property damage per occurrence.
 - iii. Workers' Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and regulations and Disability Benefits insurance, if required by law. If requested to do so, Permittee shall furnish to the County prior to its execution of this Agreement, the documentation required by the State of New York Workers' Compensation Board of coverage or exemption from coverage pursuant to §§57 and 220 of the Workers' Compensation Board Law. In accordance with General Municipal Law §108, this Agreement shall be void and of no effect unless the Permittee shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
 - iv. The COI must state the County of Suffolk as the Certificate Holder and provide the County of Suffolk, including its officials and employees, as additional insured.
- b. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
- c. The Permittee shall furnish to the County, prior to the execution of the Contract, declaration pages for each policy of insurance, other than a policy for commercial general liability insurance, and upon demand, a true and certified original copy of each such policy evidencing compliance with the aforesaid insurance requirements. **In the case of commercial general liability insurance, the Permittee shall furnish a declaration page or insuring agreement AND endorsement page evidencing the "County of Suffolk" as an additional insured on said policy**, and upon demand, a true and certified original copy of such policy evidencing compliance with the aforesaid insurance requirements.

- d. **All evidence of insurance shall provide for the County to be notified in writing 30 days prior to any cancellation, nonrenewal, or material change in the policy of which Permittee is aware** to which such evidence relates. It shall be the duty of the Permittee to notify the County promptly of any cancellation, nonrenewal, or material change in any insurance policy to the best of Permittee's knowledge.

4. Prohibitions

Permittee shall not violate any applicable federal, state, or local laws or health, building, and fire codes while engaging in motion picture, television, and still photography on any County property or facility.

5. Violation

Any misrepresentation in the permit application, violation of the terms of the permit, or any rules or regulations promulgated pursuant to Chapter 463 of the Suffolk County Code shall result in the permit being cancelled. Any such misrepresentation or violation shall also be cause for denial of future permits.

6. Permission to film and record sound on County-owned property

County gives Permittee permission to enter the premises designated in the Agreement to film, as defined herein, and make sound recordings, and to use these sound recordings and film in the Filmed Product in any and all media now known or hereinafter devised throughout the world, and in connection with the advertising of the Filmed Product.

7. Ownership

Permittee shall be the sole and exclusive owner of all rights, title and interest of whatever nature, including without limitation all copyrights, in and to the Filmed Product, throughout the world, in perpetuity. The rights granted herein shall not limit any rights the Permittee may already have as a member of the general public.

8. Rules and Regulations Pertaining to Film and Photography Shoots in County Parks

- No vehicles will be permitted to park within a County park's perimeter unless previously approved by the Department in conjunction with the Suffolk County Parks Department.
- Filming will not be permitted where it would compromise the privacy of park patrons (ex: bathrooms, comfort stations and locker rooms).
- Any extensive set-up on County park lawns must be cleared in advance by the Department in conjunction with the Suffolk County Parks Department. Please note that regulations concerning extensive set-up vary by park.
- Requests to tie, drape, or attach rope, props, or equipment to trees, shrubs, fences, or benches will be declined, as will requests to tie or attach anything to any architectural features, statues, sculptures, or fountains. Cutting, tying back, or altering shrubs, plantings, or trees in any way is illegal and will not be permitted.
- If set-up requires cable or live wires, any cable that crosses a pedestrian path must be covered and all appropriate safety measures taken.
- No directional signs for filming locations of any kind may be posted or staked into the ground.
- All materials brought in by Permittees, including trash, must be removed from the park. Summonses will be issued for any trash left behind and any damage caused to

park property. All areas should be left in the condition in which they were found.

9. Modifications

- a. If the Department determines that modifications should be made to the terms or conditions of any permit, or that a permit should be revoked, the Department may do so based on one or more of the following conditions, provided that the Department provide Permittee with prior notice in writing and thirty (30) days to cure such conditions:
 - (1) conditions exist that may pose a danger or a threat to participants, onlookers or the general public; and/or
 - (2) the Department has information that the Permittee is not in compliance with the material terms of the requested permit.
- b. If the Department revokes any permit prior to the date of the scouting, rigging or shooting, the Permittee may appeal the revocation, subject to the time limitations set forth below:
 - (1) If a permit application is revoked more than 30 days prior to the proposed scouting, rigging or shooting, the applicant shall have 10 days from the date that such denial is emailed or faxed to the applicant to appeal such denial in writing to diana.cherryholmes@suffolkny.gov, erin.reyes@suffolkcountyny.gov or jacqueline.mccormack@suffolkcountyny.gov. The Department shall render a decision on such appeal within 10 days of receipt of such appeal.
 - (2) If a permit application is revoked more than 10 days and less than 30 days prior to the proposed scouting, rigging or shooting, the applicant shall have 5 days from the date such denial is e-mailed or faxed to the applicant to appeal such denial in writing to diana.cherryholmes@suffolkcountyny.gov, erin.reyes@suffolkcountyny.gov or jacqueline.mccormack@suffolkcountyny.gov. Such appeal may be faxed or emailed. The Department shall render a decision on such appeal within 5 days of receipt of such appeal.
 - (3) If a permit application is revoked 10 or fewer days prior to the proposed scouting, rigging or shooting, the applicant shall have one day from the date such denial is e-mailed or faxed to the applicant to appeal such denial in writing to diana.cherryholmes@suffolkcountyny.gov, erin.reyes@suffolkcountyny.gov or jacqueline.mccormack@suffolkcountyny.gov. Such appeal may be faxed or emailed. The Department shall render a decision on such appeal as soon as is reasonably practicable.
- c. During the course of scouting, rigging or shooting, the Department or SCPD may suspend any permit where public health or safety risks are found or where exigent circumstances warrant such action.

10. Assignment

The County and Department shall not assign this Agreement in whole or in part without the prior written consent of Permittee, and any attempted assignment or delegation without such consent will be void. Permittee may assign its rights in and to this Agreement to any third party at any time. Subject to the foregoing, the provisions of this Agreement shall be binding upon the parties to this Agreement and their respective permitted successors and assigns.

11. Credit

Subject to distributor, exhibitor and/or licensee approval, which Permittee shall use reasonable good faith efforts to obtain, and provided that the Department and County are not in breach of this Agreement or default hereunder, recognition will be accorded, when possible, to the Suffolk County Film Commission and the County of Suffolk in the Filmed Product credits as follows: "Suffolk County, New York and the Suffolk County Film Commission." The casual or inadvertent failure by Permittee to comply with the credit provisions hereof shall not constitute a breach of this Agreement by Permittee and shall not entitle the Department or County to terminate this Agreement or to seek injunctive or other equitable relief hereunder.

12. Intellectual Property/Confidentiality

Permittee agrees not to use the name or logo of the premises, but may use a fictional name for the premises. The Department and the County will not use the names, logos, or other trademarks of Permittee or Permittee's parents, subsidiaries, or affiliates or any broadcaster, distributor, etc. for the Filmed Product without Permittee's permission. The County, Department and their employees will keep the terms of this Agreement and any confidential information regarding Permittee's business and the program confidential, except as required by law.

13. Remedies

The County and the Department's remedies hereunder will be limited to an action for monetary damages. Neither will be entitled to enjoin, interfere with, restrain, or otherwise impair Permittee's production, distribution, exhibition, exploitation, advertising, publicity, or promotion of the Filmed Product or any subsidiary or allied rights thereto. In any event, Permittee will not be liable for any consequential, special or incidental damages.

14. Force Majeure

- a. Neither party will be liable for failure or delay to perform obligations under this Agreement, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. As used herein "Force Majeure" means if the production or exhibition of any of Permittee's shows is prevented by (a) any act of God, war, acts of terrorism, blackout, air raid or air raid alarm, act of public enemy, riot, national or regional emergencies, pandemic or epidemic, outbreak of communicable disease(including without limitation Covid-19), , fire, casualty, strike or threat thereof or other labor dispute, and act, order or decree of any governmental agency or tribunal (including without limitation any stay-at-home order, quarantines or curfew) or (b) any producer, showrunner, executive producer,

director, cast member, or production personnel for the Filmed Product's death; illness; incapacity; disfigurement; failure, refusal or neglect to perform or (c) any failure of technical facilities or (d) any other similar or dissimilar contingency beyond the control of Permittee that causes the prevention, suspension, postponement, or discontinuity of the production of the Filmed Product. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than five (5) business days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this Agreement affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.

- b. Without limiting Permittee's rights and remedies, Permittee shall have the right to terminate this permit (i) in the event of any breach or default of this permit by the Department or County or (ii) in the event of "Force Majeure". In the event of any termination of this permit, Permittee is hereby relieved of any and all further obligations to the County and/or Department under this permit, except that Permittee's termination as a result of Force Majeure shall not relieve Permittee of its obligation to pay accrued fees to the County and/or Department with respect to the period prior to such termination. In the event that Permittee's ability to film in Suffolk County is prevented due to an event of Force Majeure, the County and/or Department will return to Permittee the prorated portion of any fees advanced by Permittee hereunder.

-END OF EXHIBIT A-

EXHIBIT B
Suffolk County Uniform Film Permit Application

Date of Preliminary Submission:

Company	
Submitted by: Title/Name	Email:
Address:	
Telephone:	Fax:
Local Address (if applicable):	
Telephone:	Fax:
Location Manager:	Director:
Cell:	Producer:
On location Contact:	Cell:

Title or Product (required) :		
Estimated Suffolk County Spend (required) :		
IF APPLICABLE Name of Hotel, Number of Rooms, Number of Nights:		
Total Number in Crew:	Number in Cast:	Name Talent:

Production Type (must choose ONE):		Use Agreement Fees PER DAY: (office use only)
<input type="checkbox"/> Feature Film	<input type="checkbox"/> TV Series / Pilot	
<input type="checkbox"/> Documentary	<input type="checkbox"/> TV Commercial	
<input type="checkbox"/> Video / Industrial	<input type="checkbox"/> Web Content	
<input type="checkbox"/> Short	<input type="checkbox"/> Still Photography	Total number of production days:
<input type="checkbox"/> Student	<input type="checkbox"/> Other (specify):	Permit Fees Total Due:

Production Vehicle List: Indicate quantity and size or length of each. Attach separate list if necessary.			
Honey wagon:	Production van:		
Wardrobe:	Maxi Van:		
Set Dressing / Props:	Caterer:		
Generator:	Effects:		
Camera:	Grip / Electric:		
Other (specify):	Motor Home:		
For Office Use Only:	Start Date:		
Check #	Permit #:	Total Due:	#Shooting Days:

** Please List Locations In Sequence By Date And Time **

No. Location & Address:				
Date(s) and days of week	Location	Start Time	End Time	List: Equipment, Street Closure, ITC,
	EXT			
	<input type="checkbox"/> INT			
	<input type="checkbox"/> BOTH			
Summarized Scenes:				
Please check all that apply:		<input type="checkbox"/> Parking Request*	<input type="checkbox"/> Wet Downs	
<input type="checkbox"/> Pyrotechnics		<input type="checkbox"/> Signature Survey		<input type="checkbox"/> Simulated Violence
<input type="checkbox"/> Neighborhood Notification		<input type="checkbox"/> Police Services		<input type="checkbox"/> Children Performers
				*MUST INCLUDE MAP INDICATING SPACE
Conditions (Office Use Only)				

E-MAIL application to:

diana.cherryholmes@suffolkcountyny.gov,
erin.reyes@suffolkcountyny.gov or
jacqueline.mccormack@suffolkcountyny.gov

PHONE: 631-853-4800

FAX: 631-853-4767