

## CITY OF LANGLEY

### FILMING AGREEMENT

Film production is defined as: the making of feature films, documentaries television movies and series and commercial still photography shooting. The City of Langley is aware of the benefits to the community, both direct and indirect when film production takes place in the city. It encourages spending in our community for housing, food, rental equipment and building space, hiring of locals as extras, location fees and personal spending. It can create jobs for local citizens who are hired to work in the production office, act as production assistants, security, consultants, set builders and painters. Filming also provides marketing and exposure of our community and attracts tourists.

Film production can also be somewhat disruptive to the community and our merchants and present public safety issues. During the busy summer season from Memorial Day to Labor Day, filming in the downtown core may be limited to Tuesday through Thursday so as not to disrupt tourism and business. To keep disruption to the minimum, the City of Langley has developed a Filming Code of Conduct to be followed by all production companies filming in the Langley area. Violations of the Code of Conduct may result in revocation of the permit to film.

A Permit to Film must be obtained from the City and a Filming Agreement executed. Application for a permit is required five business days before filming is to begin. Exemptions to the time requirements may be made, on a limited basis, depending on the scope and impact of the intended project. There is a required application fee of **\$100.00** and a daily permit fee of **\$25.00**. The application fee shall be submitted with the application for permit. A daily permit fee for the estimated time of filming and the estimated cost of any required services by city forces shall be deposited with the City prior to issuance of the permit. Any additional costs beyond the estimated deposit, shall be paid by the end of filming. Any moneys deposited in excess of the final costs will be returned to the permittee.

The permit form provides information regarding crew size, locations to be used, shooting schedules and hours of shooting. Use of low level aircraft or any special or dangerous effects must be fully detailed as to their use and nature. Following receipt of the permit application, a meeting will be held with the production company and the appropriate city departments to finalize logistic details. Production plans may vary, however, all changes require approval by the City. Unapproved changes to the production plans may result in revocation of the permit.

The need for police services shall be determined by the City Chief of Police. Review of the permit application by the Fire Marshal may be necessary due to the scope of filming desired. Police Services will be charged at one and one-half the officer's current hourly rate plus benefits and double the current hourly rate after 12 hours.

Barricades are the responsibility of the production crew. The City may provide limited barricades at current rental fees and may provide limited public works manpower at one and one half the public works employee's current hourly rate plus benefits. If additional City services are required, those costs will be covered at the time the permit is issued.

A Certificate of Insurance naming the City of Langley as an additional insured, in the amount of \$1,000,000.00 general liability, including bodily injury and property damage is required. The City of Langley, its corporate authorities, elected officials, officers, attorneys, employees and agents shall be made additional insured with respect to any and all claims which arise out of or are in any way related to the operations of the film production company while present in the City of Langley.

Hold Harmless Agreement required. The permittee shall indemnify and hold harmless the City of Langley, its officers, elected officials, agents, employees and volunteers from and against any and all claims, actions, suits, proceedings, costs, expenses (including attorney's fees), damages and liabilities claimed by any person, organization, association or otherwise arising from or relating to any act or omission of the permittee, its agents, contractors or employees under this Agreement. Such indemnification shall not be effective to the extent that the damage or injury result from the sole negligence of the City of Langley. The permittee further waives, with respect to the City of Langley only, its immunity under RCW title 51 Industrial Insurance. The indemnification provided for in this permit shall survive any termination or expiration of this Agreement. Failure of the Company to comply with the terms of the City of Langley's permit as described may result in revocation of the permit.

Questions should be directed to City of Langley Mayor's office, (360) 221-4246, email [mayor@whidbey.com](mailto:mayor@whidbey.com); or David Marks, Chief of Police, (360) 221-4433, email [pdchief@langleywa.org](mailto:pdchief@langleywa.org), WA State Film Office (206)956-3200 [www.wafilm.wa.gov](http://www.wafilm.wa.gov) .

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Name of Project: \_\_\_\_\_

Production Company Name: \_\_\_\_\_

Authorized Agent: \_\_\_\_\_

I have read, understand and agree to abide by the terms and conditions of this agreement and the permit to film in the City of Langley.

Signature \_\_\_\_\_  
(Authorized Agent)

Date \_\_\_\_\_

Signature \_\_\_\_\_  
(City of Langley)

Date \_\_\_\_\_