760 Mattie Road, Pismo Beach, CA 93449
(805) 773-4658 | PismoBeach.org

COMMUNITY DEVELOPMENT DEPARTMENT – FILM PERMIT APPLICATION

REQUIRED MATERIALS AND INFORMATION

The following information is required to be submitted with your application. If additional information is necessary for application review, staff will notify applicants and/or authorized agents. Depending on the type of film application, other services may be required from Police, Fire, Public Works, and/or Tourism. We currently accept application materials in digital format that must be emailed to permits@pismobeach.org.

SUBMITTAL REQUIREMENTS

The following items must be submitted with this application as part of the project submittal:

- ☐ Completed Film Permit Application Form
- ☐ Aerial map of filming location(s) clearly marked with as much detail as possible ***(see map below)***
- ☐ Proof of Insurance
- ☐ Proof of a Business License with the City of Pismo Beach

FEES

A Film Permit fee is **required** to be submitted at the time of application. The current Film Permit application fee can be found on our Fee Schedule under the Planning Division. Staff will email an invoice to be paid.

Business License fee must be submitted to the Finance Department and is separate from the Film Permit Application fee. You may apply for a Business License online here.

SECTION I. GENERAL INFORMATION REQUIRED

A. Applicant/Company Information

Applicant Name: _____ Phone: _____

Email Address: _____

Mailing Address: _____

Manager: _____ Phone: _____

B. Production Information

Production Title: _____

Type of Production: Feature ☐ Television ☐ Commercial ☐ Other ☐ _____

Total number of days in Pismo Beach: _____ Total number of persons: _____

Updated: 4/2026

Filming Date/Time Frame:	Specific Location/Address:	Description of Activity:

Vehicles and Equipment

Type:	Generator	Cars	Trucks	Motor Homes	Other:
Number of:					

Pyrotechnics: Yes ☐ No ☐ **Pyrotechnician:** _____

Drone Use: Yes ☐ No ☐ **If yes, provide FAA Drone License**

Special Effects Permit: _____ **License:** _____

Insurance Company: _____ **Expiration Date:** _____

Other Provisions: _____ **Attachments:** _____

Will you be requiring other services? Additional fees will apply. **Police** ☐ **Fire** ☐

Other ☐ **Explain:** _____

_____

_____

Clearly mark the site locations on the map provided or include your own. Provide production details below for each location, what type of equipment is being used, and if/where additional services will be needed. Pismo Beach city limits are within the black dotted lines.



On behalf of myself, and any agents, employees and contractors, affiliated with the company _____ , I agree to comply with the Pismo Beach Filming Activities Ordinance and with all the attached Filming Permit Terms and Conditions, including the Insurance and indemnification Agreement. I have attached additional information as required.

Applicant Name: _____ Date: _____

Title: _____ Signature: _____

MEMORANDUM

TO: To Whom It May Concern

FROM: Scot Graham, Community Development Director

DATE: April 17th, 2024

SUBJECT: Insurance requirements for Filming Permit

See Attachment B – Insurance and Indemnification Agreement for Filming in the City of Pismo Beach; #4 – Insurance.

Filming applicants shall obtain an Endorsement of Insurance naming the City of Pismo Beach and its officers, employees, and volunteers as additionally insured in an amount to be determined by the City. The minimum amount shall be $1,000,000 for any event. Any insurance certificate or policy shall include the following special endorsement:

"The City of Pismo Beach, its Councilmembers, their officers, employees, agents and volunteers are hereby declared to be additional insured within the terms of this policy and within the area of the

filming event, both as to the activities of the applicant and the event co-sponsors (if any). The insurance policy will not be cancelled without thirty (30) days written notice to the City of Pismo Beach; however, this cancellation provision shall not be construed as derogation of the duty of the applicant to furnish insurance during the entire term of the filming event. Furthermore, the City of Pismo Beach shall not be liable for the payment of any premiums or assessments on this policy."

If you have any questions, please contact Brianna Whisenhunt, Administrative Assistant at (805) 773-4658 or email: bwhisenhunt@pismobeach.org.

ATTACHMENT A

FEES ASSOCIATED WITH FILMING IN THE CITY OF PISMO BEACH

Film companies, whether visiting Pismo Beach, headquartered in, or operating from a permanent office in Pismo Beach are required to obtain a City of Pismo Beach Business License with the Finance Department prior to filming in the City. The Business License is separate from the film permit.

A schedule of fees for City services and use of City property shall be established as part of the City's Master Fee Schedule as follows:

A. CITY'S MASTER FEE SCHEDULE:

1. The permittee shall pay the City's costs including fringe benefits and indirect costs, in providing the services of City employees during filing activity when required while filming on City property.

   a. POLICE & FIRE DEPARTMENT COSTS. Costs for Police and Fire services will be computed at an overtime rate pursuant to the hourly rate per rank of officer. The permittee shall be required to make a fee deposit or prepay fees for officers assigned to the filming activity by the City of Pismo Beach Police and Fire Departments.

   b. OTHER CITY EMPLOYEE COSTS. Costs for City employees (other than Police Officers and Fire Officers) will be computed using Pismo Beach employee job classification hourly rates (either straight time or overtime) plus fringe benefits and indirect costs as designated by the City's Master Fees Schedule.

   c. EQUIPMENT COSTS. All charges for the use of any City vehicle will be computed at the actual cost incurred by the City.

   d. RENTAL OF CITY-OWNED PROPERTY. Rental fees for City-owned facilities parkland, and other properties owned by the City are designated by the City's Master Fees Schedule. All rental fees for City-Owned property require advance payment.

   e. SHORT-TERM ENCROACHMENT PERMIT. Any filming that necessitates street closures, partial street blockage, halting of traffic or obstruction of sidewalks due to the encroachment of equipment, work crews, or vehicles requires the issuance of short-term encroachment permit by the Public Works / Engineering Department as mandated by the City's Master Fees Schedule. The encroachment permit is assessed as a one-time charge per production (not individual location).

   f. All fees for City services performed in relation to the Film Permit shall be due and payable within ten (10) working days after permittee receives an invoice from City for such services. The Film Development Office is authorized and shall require an advance deposit in an amount that is estimated to be commensurate with actual City cost and rentals shall reimburse itself from the deposit prior to concluding final billing or return of unused deposit.

g. Any requested modification in rental fees mandated by the City's Master Fee Schedule may be recommended by the Film Development Office for review of the City Manager and/or City Council when it is determined that at least one of the following exist:

i. The filming is for charitable, non-profit, or educational purposes.

ii. The total production budget is documented below $50,000.

iii. The production company has permanent offices located in the City of Pismo Beach.

iv. The schedule of filming days (not including construction or clean up) at any one City-owned facility is more than ten (10) consecutive days.

B. COMMONLY REQUESTED SERVICES:

2. Commonly requested services shall be charged in accordance with the City's Master Schedule of Fees as follows:

a. POLICE OFFICERS. Officers are assigned for traffic control purposes only at an overtime rate for a minimum of five hours.

b. FIRE OFFICERS. Fire officers are assigned at an overtime rate for a minimum of four hours when stunts requiring pyrotechnics or use of other hazardous materials occurs.

c. PUBLIC WORKS SIGN POSTING. Public Works employees will produce and post, when necessary, "No Parking" signs to accommodate street parking for production vehicles.

d. CITY ENGINEER. When filming at City Hall or other designated City buildings, a Building Engineer is required to remain on-site during filming.

e. SHORT-TERM ENCROACHMENT PERMIT. This permit must be obtained when necessary for any use of special effects or stunts requiring the use of pyrotechnics or any other material deemed hazardous, including, but not limited to, fireworks, open flames or explosives.

f. RENTAL OF CITY PROPERTY. A per-day charge will be assessed to utilize City owned facilities of property for each day of filming, constructing, or striking the film location.

g. RENTAL OF CITY PROPERTIES, FACILITIES, AND/OR PARKLANDS. In accordance with the City's Master Fee Schedule.

- END OF ATTACHMENT A -

ATTACHMENT B

INSURANCE AND INDEMNIFICATION AGREEMENT FOR FILMING IN THE CITY OF PISMO BEACH USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTIONS AND SIMILAR ACTIVITIES

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1. DESCRIPTION OF PREMISES. The City, by and through the Film Development Office, hereby authorizes the Contractor to conduct the activities and use the City property described in this Agreement. If any of the film productions or other activities of Contractor take place on property under the jurisdiction of other City departments, such film productions and other activities are subject to approval of the affected departments. Unless inconsistent with Federal or State law, the Pismo Beach Municipal Codes, or contract, said approval shall be evidences by signing this Agreement.

2. USE OF CITY PROPERTY. Use of City property authorized by this Agreement shall be in accordance with the guidelines set forth in Appendix A to this Agreement, provided however that after providing reasonable notice to the Contractor, the City may change these guidelines if necessary to promote public safety, health, or convenience.

3. USE CHANGES. Pursuant to City of Pismo Beach Master Schedule of Fees, Contractor shall pay the daily charges for its activities as detailed in Appendix A to this Agreement. In addition, pursuant to City of Pismo Beach Master Schedule of Fees, Contractor shall fully reimburse City departments for the costs incurred by those departments in providing the use of City employees, equipment and rental facilities or rental properties.

4. INSURANCE. Contractor shall maintain throughout the term of this Agreement, at Company's expense, insurance as follows:

a. Worker's Compensation Insurance, including Employer's Liability with limits no less than $1,000,000 each accident and including U.S. Longshore and Harborworker's Act and Jones Act coverage for employees eligible for such benefits:

b. Comprehensive or Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Sudden and Accidental Pollution, Products Liability and Completed Operations;

c. Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles as applicable; and sudden and accidental pollution;

d. Aircraft Liability Insurance with limits not less than $5,000,000 each occurrence, combined single limit for bodily injury and property damage, including WAIVED coverage for passengers and operation of owned, non-owned or hired aircraft, as applicable, but such insurance shall be required only if company operates or causes to be operated by any aircraft in conjunction with this Agreement;

e. Watercraft Liability Insurance, with limits not less than $5,000,000 each occurrence, combined single limit for bodily injury and property damage, including coverage for owned, non-owned and hired watercraft,

as applicable, but such insurance shall be required only if Contractor operates or causes to be operated any watercraft in conjunction with this Agreement;

f. If Contractor intends to operate any rail vehicle or experimental vehicle, Contactor shall refer to City Manager for appropriate insurance requirement.

g. Bailee's Insurance, on all risk form, appropriate to the nature of property insured, including earthquake and flood, in an amount equal to the replacement value of City personal property in the care, custody or control of Contractor operates or causes to be operated any watercraft in conjunction with this Agreement;

h. If Contractor intends to operate any rail vehicle or experimental vehicle Contractor shall refer to City Manager for appropriate insurance requirement.

i. Bailee's insurance, on all risk form, appropriate to the nature of property insured, including earthquake and flood, in an amount equal to the replacement value of City personal property in the care, custody or control of Contractor, with any deductible not to exceed $5,000 each occurrence and with loss payable to City, but such insurance shall be required only if Contractor has City personal property in its care, custody or control in conjunction with this Agreement.

Should any of the required insurance be provided under a claim made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement, and without lapse, for a period three years beyond the Agreement expiration, to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigations or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be two times the limits specified above.

Subject to City's prior written approval, Contractor may substitute a program of self-insurance for any required insurance coverage, provided that the following conditions are met:

With respect to Workers' Compensation, Contractor shall provide City a copy of a currently valid certificate of permission to self-insure, issued by the State of California Department of Industrial Relations or successor agency;

With respect to other insurance requirements, Contractor shall provide City a written description of such self-insurance program and such independently audited financial information as reasonably required by City to determine the financial solvency of such self-insured program. City shall maintain the confidential status of any propriety information.

Liability policies shall be endorsed to name as additional insureds the City of Pismo Beach, its Council, Officers, Agents, employees and members of the Commissions. All policies shall be endorsed to provide the following:

Thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Film Development Office, Pismo Beach City Hall, Pismo Beach, California.

That such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurances applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

Before commencement of the term of this Agreement, certificates of insurance, in form and with insurers acceptable to City, shall be furnished to City, with complete copies of policies to City upon request. Should any of the required insurance be subject to deductibles, said deductible amounts shall be disclosed on certificates and shall be subject to City approval. Applicant shall file this with the Film Development Office not less than two (2) days prior to the filming activity, an original copy of insurance policies or an original certificate of insurance evidencing coverage in the amounts required above for review by the appropriate City department. The deadline for proof of insurance may be waived for good cause, however, filming may not begin without verification by the City of the adequacy of applicant's insurance coverage.

5. INDEMNITY. Contractor agrees to indemnify, hold harmless and defend the City of Pismo Beach, its Councilmembers and all of its officers, agents and employees from and against any and all liabilities, damages, judgements, actions, costs, claims and expenses on account of personal injury or death or damage to or loss of property arising out of or resulting from any act or omission, negligence, fault or violation of law or ordinance of Contractor of its representatives, employees, agents, subcontractors, patrons, or invites or any other person entering the facilities with implied or express permission of Contractor or its representatives in connection with the use of City property permitted under this Agreement. Contractor shall give to the City prompt and timely written notice of any claim made or suit instituted coming to its knowledge which may in any way directly or indirectly, contingently or otherwise affect either, and both shall have the right to participate in the defense of same to the extent of its own interest. Approval of insurance policies by the City shall in no way affect or change the terms and conditions of the indemnity agreement.

6. WAIVER OF SUBROGATION RIGHTS. Contractor hereby waives any and every claim which arises or may arise in its favor and against the City of Pismo Beach during the term of this Agreement or any extension or renewal hereof for any and all loss, or damage covered by valid and collectible insurance policies to the extent that such loss or damage is covered under such insurance policies. Such waiver shall be in addition to, and not in derogation of, any other waiver or release contained in this Agreement.

7. COMPLIANCE WITH LAWS. Contractor agrees to comply with all applicable laws, ordinances and regulations adopted or established by Federal, State, or local governmental agencies or bodies and with all rules and regulations pertaining to the premises that are applicable to the Contractor.

8. LICENSES AND PERMITS. Contractor agrees to pay promptly all taxes and exercise or license fees and to take out all licenses or permits for use of the premises that are applicable to the Contractor.

9. LOSS OF PROPERTY. Contractor agrees that is assumes the risk for any damage or theft of all materials for its event.

10. PUBLIC SAFETY. Contractor agrees to conduct its activities at all times with full regard to public safety and to observe and abide by all applicable regulations and requests for the City and of duly authorized governmental agencies responsible for public safety.

11. COPYRIGHTS. Contractor will assume all costs arising from the use of patented, trademarked, franchised, or copyrighted music, materials, devices, processes, or dramatic rights used or incorporated in the event. The Contractor agrees to indemnify, defend, and hold harmless the city from any claims or costs, including legal fees, which might arise regarding the use, or alleged use, or any such material described above.

12. CITY'S RIGHT TO CANCEL. City reserves the right to cancel or terminate this Agreement upon the happening of the following conditions.

a. The Contractor defaults in the payment of fees/charges/deposits

b. The Contractor is in substantial breach if any of the other agreements, terms, covenants, or conditions which this Agreement requires the Contractor to perform.

13. AGREEMENT TO QUIT PREMISES. The Contractor agrees to quit the City property no later than the last time specified for moving out and further agrees to leave the premises in a condition equal to that existing at the time the Contractor began using or moving into the premises, except for reasonable wear and tear and damage resulting from cause beyond the Contractor's control.

14. REMOVAL OF PROPERTY. Contractor agrees that all materials brought by Contractor upon the City property, or area adjacent thereto, which are not the possession of the City will be removed from the premises no later that the last time specified for moving out by the Contractor. The City shall be authorized, without proper notice to Contactor, to remove at the expense of the Contractor all such materials remaining in the premises, or areas adjacent thereto, after said time. The Contractor shall be responsible for payment of storage costs for such materials and the Contractor agrees that the City shall in no way be responsible for loss, damage or claims against material removed or stored under this provision.

15. PAYMENT FOR DAMAGES. Contractor agrees to pay costs of repair or replacement for any and all damages of whatever origin or nature which may have occurred during the use by the Contractor of City property or adjacent areas pursuant to this Agreement, in order to restore the premises or other parts of the City's premises affected by the event to a condition equal to that existing at the time the Contractor began to use such space or areas. The Contractor further agrees that should the City notify the Contractor or a representative of the Contractor at the premises that the City has determine that some damage has occurred, the Contractor will post an amount of money to be reasonably determined by the City, necessary to cover the cost of repairing or replacing such damage. The City may require the posting of such amount prior to the closing day of the event. The City will provide detailed billing and accounting to Contractor when such repair or replacement is completed.

16. IMPOSSIBILITY OF PERFORMANCE. If, for any reason, an unforeseen even occurs, which is beyond the control of the City and the Contractor, including but not limited to fire, casualty, or labor strike, which event renders impossible the fulfillment of any term of this Agreement, Contractor and the City shall have no right to nor claim for damages against the other.

17. RETENTION OF CITY'S PRIVILEGES. The waiver or failure of the City to insist upon strict and prompt performance of the covenants and agreements hereunder, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of City's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

18. NON-EXCLUSIVE RIGHT. The City shall retain the right to use or license the use of such portions of its property as may not be covered by this Agreement under circumstances that would not unreasonably interfere with Contractor's use of the property. The City also retains the right to re-enter any part of the property covered by this Agreement should such part become vacant and to determine that such unused portions may be offered for other use with receipts therefrom going to the City with an appropriate adjustment on the Contractor Use Fee.

19. CONTRACTOR AS INDEPENDENT CONTRACTOR. Contractor is and at all times during the term of this Agreement shall be, deemed to be an independent contractor. City shall be solely responsible for all matter relating to payment of his employees, including compliance with Social Security, withholding and payment of any and all Federal, State

and Local personal income taxes, disability insurance, unemployment, and any other taxes for such persons, including any related assessments or contributions required by law and all other regulations governing such matters.

20. CONDUCT OF EMPLOYEES. Contractor assumes full responsibility for the conduct of his employees and the employees of his assignees and subcontractors and particularly warrants and guarantees that said employees will use safe and appropriate equipment, will be clean in appearance, will use decent language and treat the public courteously at all times.

21. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties with respect to the subject matter of this Agreement and any prior agreements, discussions or understandings, written or oral, is superseded by this Agreement and shall be of no force or effect. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing and signed by the parties to this Agreement.

22. HEADINGS. The Article and Section headings contained in this Agreement in no way define, limit or interpret the scope of this Agreement or any Article or Section hereof, but are for purposes of reference and convenience only.

23. CONSTRUCTION. Unless this Agreement specifically provides otherwise, it is to be construed in the following manner:

a. SYNTAX. Whenever the context of this Agreement requires, the singular shall include the plural, the plural shall include the singular, the masculine shall include the feminine and the feminine shall include the masculine.

b. APPLICABLE LAW. This Agreement shall be deemed to be made in, and shall be construed in accordance with the laws of the State of California.

- END OF ATTACHMENT B –