

Village of Upper Nyack
328 North Broadway
Upper Nyack, NY 10960
(845) 358-0084 Fax (845) 358-0741
village.clerk@uppernyack-ny.us
www.uppernyack-ny.us

REQUEST TO FILM **VILLAGE OF UPPER NYACK**

YOU MUST PROVIDE THE FOLLOWING:

- 1) Name & address of Production Company
- 2) Contact Person with contact numbers
- 3) Location of shoot
- 4) Date, time & duration of shoot
- 5) Certificate of Insurance naming Village as Additional Insured (Minimum Liability Limit \$3,000,000)
- 6) Hold Harmless Agreement (signed and notarized)
- 7) Notification of neighbors within 200 ft. of property. Provide sample letter to the Village. We will provide the list of neighbors.
- 8) Vehicle Summary (type, description, tag#)
- 9) Clarkstown Police Dept. Assistance (**mandatory**) (845 639-5838)
- 10) Fee: \$3,000 per calendar day (days include **pre-production** set up, **post production wrapping** as well as **actual** days of filming) submitted prior to actual film shoot
- 11) Request to film docs to be submitted **one (1) week** prior to filming
NO EXCEPTIONS

Two (2) weeks notice required if:

*Special effects are involved (snow, rain, fire- a licensed pyro-technician must be on site & copy of license must be submitted) or any large scale effect

*If a helicopter will be used in a scene, an additional, non-negotiable fee of \$5,000 will be required and all immediate neighbors must agree to the use of the helicopter over their property

**ALL TRASH MUST BE REMOVED FROM THE SITE
BY THE PRODUCTION COMPANY**

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THIS PERMISSION IS AT THE DISCRETION OF THE VILLAGE BOARD OF TRUSTEES AND IS REVOCABLE AS THEY DEEM NECESSARY FOR THE SAFETY AND COMFORT OF THE RESIDENTS OF THE VILLAGE

Name of Production Company _____

Address _____

Contact Person _____

Phone _____

Location of Shoot _____

Property Owner _____

Production Characteristics (smoke, noise, generators, special effects, etc.)

Date, Time & Duration of Shoot _____

Prep/Wrap Days _____

Vehicles to be parked at location/ Make/Model & Plate #'s

Days that Street Parking is Needed _____

(Additional sheet made be added if necessary to list all vehicles)

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REQUEST TO FILM
VILLAGE OF UPPER NYACK
Property Owner Permission

Inc. Village of Upper Nyack
County of Rockland
State of New York

Print or Type Name _____

certifies that he/she resides at _____

and that he/she is the owner of the property located at _____

and does hereby state that he/she is fully aware of the intent of the above named
production company for use of their property for the purposes of filming as well as any
special conditions of use as requested by the film company.

Signed

VILLAGE OF UPPER NYACK
328 North Broadway, Upper Nyack, NY 10960

HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, _____, and all of its employees and agents agree to protect, defend, indemnify and hold the Village of Upper and its officers, employees and agents and save it harmless from and against any and all losses, penalties, damages, settlements, costs, charges and professional fees and/or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance thereof. Without limiting the generality of the foregoing, any and all claims etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any other violation of any applicable statute, ordinance, administrative order rule or regulation or decree of any Court, shall be included in the indemnity hereunder, with the exception of claims, if any, caused by the sole negligence, of the Village of Upper Nyack,

_____, agrees to name the Village of Upper Nyack an additional insured on its liability insurance policies by way of policy endorsement and provide the Village of Upper Nyack with Certificates of Insurance. This agreement relates to all filming by _____, and its agents, in the Village of Upper Nyack, as follows at:

Name/Title:

Signature:

(To be signed in presence of Notary Public)

Date:

State of New York)

County of) ss:

On the day of 20 , before me, the undersigned personally appeared , personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

VILLAGE OF UPPER NYACK FILM POLICY

Adopted by resolution of the Village Board 02/23/2023

1. A permit is required to film, videotape, video record, or televise for commercial purposes on public or private property within the municipal boundaries of the Village of Upper Nyack. Non-profit and student films will be evaluated on a case-by-case basis to determine if a film permit is necessary.
2. The application to obtain a Filming Permit must be completed and submitted to the Village Clerk, including all required supporting documentation and applicable fees, at least seven (7) business days prior to filming. Late applications are accepted at the discretion of the Village Clerk and may be subject to a double fee. Two (2) weeks notice required if special effects are involved (snow, rain, fire- a licensed pyro-technician must be on site & copy of license must be submitted) or any large-scale effect.
3. The Village reserves the right to deny any permit hereunder if it is deemed not in the public interest.
4. The Village must be named as additional insured on the liability policy of the producer or permittee (\$3,000,000 minimum) and proof of such coverage must be provided prior to filming.
5. The permittee shall execute an indemnification agreement holding the Village harmless and agreeing to indemnify the Village from any liability.
6. The filming must comply with all Federal, State, and local laws and ordinances.
7. The Applicant will be required to post a cash bond or present a certified check payable to the Village of Upper Nyack in an amount to be determined by the Village Clerk of no less than \$2,500 to insure compliance with regulations and representations of the production company.

8. A permit fee must be paid to the Village, as follows:

i. Productions larger than a Small Production as defined below on public or private property:

\$3,000 per filming day.

ii. Small productions as defined below on public or private property:

\$1500 per filming day

Small Productions are productions which involve no more than:

(a) one truck with a bed not to exceed 20 feet in length and 4 wheels parked in a location to be approved by the Village Clerk;

(b) no more than 4 passenger vehicles parked in a location to be approved by the Village Clerk;

(c) no on-site generator;

(d) no more than 15 cast and crew members.

iii. Non-profit/ Student filming: 1,500 per filming day (as per Item 1, non-profit and student films may be exempt from fees) at the discretion of the Village Clerk.

9. A filming day shall be defined as 7:00am to 7:00pm. Irrespective of total duration of filming in a day, any filming outside of the filming day timeframe will incur additional costs of \$250 per hour for a Small Production and \$800 per hour for a production larger than a Small Production.

Filming done entirely outside the hours of the regular filming day described above will still be subject to the full charge for a filming day in addition to pro-rated hourly charges. Furthermore, the day will be defined to begin when vehicles and equipment arrive and setting up begins, and the day will be defined to end when the area is restored, and the last member of the production leaves the area.

10. Use of a helicopter or drone requires an additional, non-negotiable fee of \$5,000 per filming day and all immediate neighbors must agree to the use of the helicopter or drone over their property.
11. Clarkstown Police Officers must be used for traffic and crowd control. The stopping and redirecting of pedestrian and vehicular traffic may only be performed by Clarkstown Police Department personnel, or their designees. All applicable Clarkstown Police Department fees must be negotiated separately with the Clarkstown Police Department.
12. The Permittee will be responsible for and will be billed separately for all costs associated with the Department of Public Works as it relates to the production, including but not limited to special sanitation collection and site restoration work. Public Works personnel, vehicles and equipment used will also be billed at hourly rates. All applicable Public Works fees are non-negotiable and will be billed separately.
13. The parking and storing of all vehicles and equipment related to the production shall be confined to a location designated by the Village Clerk or designee. Parking on Village streets between the hours of 3 a.m. and 6 a.m. shall require a fee of \$50 per vehicle per filming day. Parking and storing of vehicles and equipment on Village property shall require an additional \$50 per vehicle per filming day.
14. The Permittee or designee must personally contact those residents and businesses within a 200 foot radius, in writing, no less than five (5) days prior to filming. Residents and businesses must be provided a contact person who can answer questions to the film company about the impact of the production.
15. The Clarkstown Police, Upper Nyack Village Clerk, or their designee have the power to immediately shut down filming if deemed in the interest of public interest or safety. Furthermore, the Village may also immediately revoke any permit upon discovery of false or misleading statements in the application or for violation of any terms of the permit.

16. Upon completion of the filming within the Village, the Applicant is responsible for restoring any municipal land or property involved in production to its original condition.

17. The application may be approved conditionally with special conditions set by the Village Clerk, Clarkstown Police, or designee.

18. Permittees shall comply with the provision of Local Law #9 of 2022: A Local Law regulating Sound within the Village of Upper Nyack.

19. Amendments to an approved permit must be approved separately and will be subject to an additional fee of \$500 to the Village.

20. To receive a full refund, the Village must be given no less than 48 hours' notice to any cancellation of filming. If proper notice of cancellation is not received, the Applicant will not be refunded any portion of the permit cost.

21. Any redline adjustments to the contract requires a \$250 fee.