



City of San Clemente  
 Beaches, Parks and Recreation Department  
 100 Calle Seville, San Clemente, CA 92672  
 Phone: (949) 361-8264 Fax: (949) 361-8280

## COMMERCIAL FILM PERMIT APPLICATION

We are happy to hear you are planning to film in San Clemente. City staff will begin reviewing your application once it is submitted to the Recreation Division. You can help speed the process along by completing your application in full before submitting it for review. Your application will be circulated to affected departments for review, and you will be advised of any additional conditions, fees and requirements for permit issuance.

**You will need to provide:**

- Completed application and applicable fees
- San Clemente business license
- Certificate of Insurance and Endorsement Letter
- Site Plan

All applications must be submitted **at least 4 business days** in advance of filming, or if the filming activity requires full or partial closure of streets, parks or the pier, the application must be submitted **at least 10 business days** prior to filming. Applications may be dropped off, mailed, faxed or sent digitally to [recreg@san-clemente.org](mailto:recreg@san-clemente.org).

Applicant Information			
Contact Person:		Phone:	
Organization:		Address:	
Email:		City/Zip:	

Business License Information (949)361-6166   BusinessLicense@san-clemente.org			
Business Name:		Type of Business:	
Owner's Name:		Phone:	
Business Lic #:		Address:	
Non-Profit ID#:		City/Zip:	

Production Information			
Title:		Production Type:	<input type="checkbox"/> Motion <input type="checkbox"/> Still
Date(s):		Production Manager:	
Exact Hours:		On-Site Contact Phone:	
Location:		#On-Site Personnel:	

YES	NO		YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Vehicles, <b>DESCRIBE:</b>	<input type="checkbox"/>	<input type="checkbox"/>	Amplified Sound/Music
<input type="checkbox"/>	<input type="checkbox"/>	Props, <b>DESCRIBE:</b>	<input type="checkbox"/>	<input type="checkbox"/>	Street Closure
<input type="checkbox"/>	<input type="checkbox"/>	Equipment, <b>DESCRIBE:</b>	<input type="checkbox"/>	<input type="checkbox"/>	Traffic Control
<input type="checkbox"/>	<input type="checkbox"/>	Portable Fencing/Barricades	<input type="checkbox"/>	<input type="checkbox"/>	Food Service
<input type="checkbox"/>	<input type="checkbox"/>	Tents/Canopies	<input type="checkbox"/>	<input type="checkbox"/>	Electrical: <input type="checkbox"/> Generator <input type="checkbox"/> City
<input type="checkbox"/>	<input type="checkbox"/>	Temporary Structures/Stage	<input type="checkbox"/>	<input type="checkbox"/>	Water: <input type="checkbox"/> Private Source <input type="checkbox"/> City
<input type="checkbox"/>	<input type="checkbox"/>	Portable Restrooms	<input type="checkbox"/>	<input type="checkbox"/>	Security: <input type="checkbox"/> Police <input type="checkbox"/> Private Security
<input type="checkbox"/>	<input type="checkbox"/>	Portable Lighting	<input type="checkbox"/>	<input type="checkbox"/>	Posting of Signs/Banners
<input type="checkbox"/>	<input type="checkbox"/>	Dumpsters/Temporary Trash Cans	<input type="checkbox"/>	<input type="checkbox"/>	Other:

Description of project: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Describe any need to alter site: \_\_\_\_\_  
 \_\_\_\_\_

## **SITE PLAN AND EQUIPMENT LAYOUT**

- An outline of the filming site including names of streets or surrounding areas.
- Any site alterations.
- Any street closures, traffic alterations and/or parking tow zones.
- Location of fencing, barriers or barricades.
- Location of trash receptacles and recycling bins if needed
- Location of portable toilets/restroom facilities if needed
- Generator locations and/or source of electricity
- Placement of vehicles or trailers used for the production
- Anticipated parking locations (staff and attendees)

Scaffolding, bleachers, or other structures that might collapse and cause an injury will require a building permit from the City Building Department (949-361-6100). Flammable materials (e.g. tent) or cooking equipment will require the approval of the City Fire Department. Vehicles at beach/pier related events will be limited to those vehicles that need to transport heavy materials.

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<b>FEES:</b>	<b>STILL PHOTOGRAPHY</b>	<b>MOTION PHOTOGRAPHY</b>
Application Fee	\$50	\$50
Film Permit Fee	\$100 per day per location	\$200 per day per location
Business License Fee	\$10 processing fee and a yearly fee based upon the below gross receipts while doing business in the City. FEE ANNUAL GROSS RECEIPTS \$50 . . \$0 to \$20,000 \$65 . . \$20,001-\$40,000 \$80 . . \$40,001-\$60,000 \$95 . . \$60,001-\$100,000 \$25 . . each additional \$25,000 per year	\$10 processing fee and a flat fee of \$50 per day of filming
Additional Services	Any additional services required by the City to facilitate a filming activity will be determined and billed to applicant as part of the approval process.	

**INSURANCE REQUIREMENTS:** A certificate of liability insurance and endorsement letter naming the City of San Clemente as additional insured will be required for your proposed filming activity. Insurance verification interferes with issuing permits more than any other condition of approval.

**Policy Requirements:** Comprehensive General Liability, personal injury and property damage liability, with minimum combined liability limits of One Million Dollars (\$1,000,000) per occurrence, and a maximum deductible of One Thousand Dollars (\$1,000) per occurrence. Each such policy of insurance shall:

1. Be issued by companies that hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by City's Risk Manager for all coverage's.
2. Name and list as additional insured the "**City of San Clemente and its officials, officers, employees, agents and volunteers**" and, if the City's Risk Manager so requires, the City of San Clemente Redevelopment Agency. An endorsement shall accompany the insurance certificate naming such additional insured.
3. Specify it acts as primary insurance and that no insurance held or owned by City shall be called upon to cover a loss under said policy;
4. Contain a clause substantially in the following words: "it is hereby understood and agreed that this policy may not be canceled or materially changed except upon 30 days prior written notice to City of such cancellation or material change as evidenced by a return receipt for a registered letter;"
5. Cover the operations of applicant pursuant to the terms of this Agreement; and
6. Be written on an occurrence and not a claim made basis.

**TRAFFIC CONTROL:** Attach a traffic control plan per WATCH (Work Area Traffic Control Handbook) if you will need to alter traffic in any manner.

**BUSINESS LICENSE:** All commercial filming permit applicants must have a business license to film in the City of San Clemente. If you have a license that will be current during the time(s) of the filming, please provide your business license number on your application. Questions about licensing should be directed to (949)361-6166 or [businesslicense@san-clemente.org](mailto:businesslicense@san-clemente.org).

**STUDENT FILMS:**

If your filming activity is a result of a required school assignment, please submit the following information:

School:		Instructor:	
Instructor Contact (Phone or E-Mail):			

**APPLICATION PROCESS**

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**LIABILITY AND INDEMNIFICATION:**

I agree, on behalf of myself as an individual and \_\_\_\_\_ ("Organization"), to indemnify, defend, and hold free and harmless the City of San Clemente and all of their respective agents, officers, and employees (collectively hereinafter referred to as the "City") from and against any and all loss or liability for claims or judgments against the City, including attorneys fees and costs, that may occur or arise as a result of the planning, preparation, or operation of the Filming Activity. However, neither I nor the Organization shall be obligated to defend, indemnify and hold free and harmless the City from any claim that may arise as a result of the City's sole gross negligence or willful misconduct. Furthermore, on behalf of myself and the Organization, I agree to waive any and all claims, costs, liabilities, expenses, or judgments against the City, including attorney fees and court costs, which may accrue to myself or the Organization as a result of the planning, preparation, or operation of the Filming Activity. Furthermore, I agree, on behalf of myself as an individual and on behalf of the Organization, as a condition of holding the Filming Activity within the City of San Clemente, to pay to the City the costs of any damage, injury, or loss of any public property which directly or proximately results from the occurrence of the Filming Activity. The payment for all such damage, injury, or loss shall be submitted the City within ten (10) days of receiving an invoice from the City listing the costs of such damage, injury, or loss to public property. I understand that this obligation is both an obligation of the Organization sponsoring the event as well as a personal obligation which I freely accept. I certify under penalty of perjury that I have the authority to bind the Organization sponsoring this Filming Activity to pay any and all such costs associated with the damage, injury, or loss of public property which directly or proximately results from the occurrence of the Filming Activity. I CERTIFY THAT I HAVE READ AND UNDERSTAND THE ABOVE INDEMNIFICATION/WAIVER.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_