



PROPERTY IMPROVEMENTS APPLICATION SUBMITTAL REQUIREMENTS
 CITY OF FOSTER CITY ▪ COMMUNITY DEVELOPMENT ▪ PLANNING/CODE ENFORCEMENT

TEMPORARY USE PERMIT

(Minor/Major Events; Filming/Photography Permits)

PROJECT DESCRIPTION: Date _____ Time _____

Event/Activity: _____

PROPOSED LOCATION: _____

APPLICANT/REPRESENTATIVE Name(s): _____

Address: _____ Phone: _____

Electronic Mail Address: _____

PROPERTY OWNER(S) Name(s): _____

Address: _____ Phone: _____

Electronic Mail Address: _____

FOR DEPARTMENT USE ONLY

DATE APPLICATION RECEIVED: _____

FILE NO.: TUP- _____ - _____ ASSESSOR'S PARCEL NO. (APN): _____

GENERAL PLAN DESIGNATION: _____

ZONING: _____

IDEC MEETING DATE: _____

Reviewed / Approved by: (Initials)

Risk Manager _____

Building _____

Engineering _____

Planning _____

Fire _____

Police _____

TEMPORARY USE PERMIT SUBMITTAL REQUIREMENTS

1. Completed signed application and forms (see attached supplemental form required for filming/photography permits)
2. Fee (see adopted Fee Schedule)
 - Minor events/use – no fee (including shopping center promotional events, outdoor sales, parking lot sales/fairs, small scale events, school or non-profit events)
 - Major events/activities – commercial operations as determined by the Community Development Director
 - Photography/Filming
 - In addition, if applicable, business license fees shall be charged and use of police or fire personnel requires pre-payment for their time, at a rate to be determined by the City. The attachments required under certain circumstances (see #1 above) also have permit fees. The film company is responsible for a cancellation fee based on time and materials expended by the City employees, less the business license fee.
3. A letter describing the event/activity in detail including the dates on which the event/activity will take place, hours of operation, equipment involved and the names of all sponsors (who, what, when, where, why, how). The letter shall include the following information:
 - Set-up and removal dates
 - Description of the event or use including dates(s) and time(s)
 - Approximate number of people attending and staffing the event
 - Any additional information regarding special or unusual circumstances associated with the event
 - Type of equipment including information regarding noise
 - Quantity and type of vehicles parked at the site
 - Information describing the impacts, if any, of the use/event on adjacent properties and the community
 - If the use will last more than 35 consecutive days, separate letters signed by the property owners of each abutting property stating their agreement of the use shall be submitted.
4. A dimensioned site plan including the following:
 - Uses of adjacent properties
 - The approximate location of where the proposed use is to occur on the site
 - The size of any proposed tents, canopies, membrane structures, trailers
 - If there is an effect on a parking lot, list the number of spaces affected and where parking will occur. Accessible parking spaces and Fire Department vehicle access may not be obstructed by any temporary use. Additional information on circulation may be required.
 - Public/private streets
 - All proposed signage
 - Location and orientation of the stage if live and or amplified music or speaking will occur. Also the type of power source i.e. generator, PG&E, ect.
 - Pedestrian travel pathways
 - Location of safety features such as cones or barricades
 - Location of on-site fire protection equipment
 - For tents and temporary membranes exceeding 200 sq. ft. include the following additional information

- Number of occupants
 - Exit and seating plan. Indicate the number and location of exits as well as exit widths, and exit signs, seating arrangements, aisle widths,. Indicate the type of exit doors, sliders and whether none are intended.
 - Table arrangement plan:
 - Indicate the number of tables and approximate locations (do not obstruct exits with tables, chairs or displays)
 - Number, type, rating and locations of portable fire extinguishers
 - Type and location of portable heating appliances
 - The location of No Smoking signs
 - The dimensions in feet between the tent or canopy and any adjacent structures, property lines, parked vehicles, internal combustion engines or other tent canopies
 - The location of any diesel generator. Gasoline powered diesel generators are prohibited
 - Engineered tents or canopies requiring more than water barrel type hold downs shall require field inspection approval by the Building Inspector Division
 - Indicate whether food warming (sterno) is planned. Cooking is prohibited in tents, canopies. Candles are prohibited in tents, canopies or temporary membrane structures.
 - Submit fire-retardant certificates for the tent sidewalls, curtains, and tops. Submit copies of copies of fire retardant treatment certificates for any decorations (including stage drops and floor coverings (i.e. such as carpet such as indoor/outdoor carpeting). The use of treated and untreated turf-type carpeting is prohibited.
 - Lightweight extension cords are prohibited. Heavy gauge extension cords and SO cords are permitted provided they are grounded and the maximum anticipated amperage does not exceed their listed capacity. Extension cords shall not be daisy chained together. All portable electrical extension devise shall be in good working condition and not in any form of disrepair.
5. Written permission from all of the property owner(s) or the Homeowners' Association (if applicable) or their duly authorized representative, authorizing the applicant(s) to conduct the proposed event/activity as and when described in the letter provided to the City
6. Information as required by the Sections 15.12.030, 15.12.040 and 15.12.180 of Title 15 of the Foster City Municipal Code regarding any signage associated with the event/activity, including the number and location of all signs (shown on the site plan), scale drawings for all signs, the colors and materials to be used on each sign and the required sign application fee. Alternatively, applicants may use the attached Special Event Signage Plan as a format to meet this requirement;
7. Related permits which may be required:
- Finance – Business License
 - Parks and Recreation – Use of any recreation or park facilities
 - Public Works – Traffic control, street closures and encroachment permits
 - Risk Manager – Filming on any City-owned property
 - Fire – request by film company for fire personnel and use of ground level special effects or tent permits
 - Police Department – Request by film company for police personnel
 - Building – Temporary structures/lighting/electricity/metering

8. Other information as required by the Community Development Director (depending upon the nature of the event/activity);
9. Insurance

If the event or activity includes the use of **public property**, (a) prior to the commencement of the event or activity, the Applicant must submit Proof of Insurance and applicable endorsements to the City. Insurance provider must be deemed acceptable to the City and minimum coverage limits shall be as follows, unless otherwise specified by the City –

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage;
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent Applicant's vehicle usage is connected to or associated with the subject permitted event or activity)

The general liability policy shall be endorsed to:

- (a) Name the City of Foster City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, as additional insureds; endorsement must meet or exceed ISO Form CG 2010 11 85.
- (b) Provide that Applicant's insurance coverage shall be primary insurance with respect to City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents, and any insurance or self-insurance maintained by City for itself, its Council, officers, boards, commissions, employees, or agents shall be in excess of Applicant's insurance and not contributory with it;

All of the required insurance shall be endorsed to:

- (c) Agree to waive all rights of subrogation against the City and Estero Municipal Improvement District, its Council, officers, boards, commissions, employees, and agents for losses paid under the terms of insurance policies, which arise from the subject event or activity; and
- (d) Preclude cancellation in coverage before the expiration of thirty (30) days (10 days for nonpayment) after City shall have received written notification of cancellation or reduction in coverage by first class mail;

If the event or activity is held entirely on **private property**, prior to the commencement of the event or activity, the Applicant must provide the following to the City –

- 1) Submit Proof of Insurance with the following minimum coverages:

For Commercial Property

Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
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For Residential Property

Homeowner's Insurance

Please specify policy limits. (Additional Coverage may be required based on the City's assessment of the risk associated with the event or activity.)

- 2) Sign, date and return the following Indemnification (Hold Harmless) Agreement:

To the fullest extent permitted by law, the Applicant hereby agrees to defend, indemnify, and save harmless City and Estero Municipal Improvement District, its Council, boards, commissions, officers, employees and agents, from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, City or Estero Municipal Improvement District, its Council, boards, commissions, officers, employees or agents caused by, or alleged to have been caused by, the Applicant, its officers, employees or agents, which arises out of or is in any way connected or associated with the subject permitted event or activity. This agreement does not include claims arising from the City's sole negligence or willful acts.

Applicant

Date

TEMPORARY USE PERMIT REVIEW PROCESS

1. All information required above shall be received in a timely fashion, a minimum of **three (3) weeks** prior to the event, so that the planning/code enforcement division can review the application with all affected city departments and, if necessary, other affected property owners, cities, public utilities or other agencies prior to commencement of the event/activity.
2. When an application has been determined to be complete, it is then scheduled for review by the Interdepartmental review committee (IDEC) at its next available meeting. IDEC meets each Tuesday morning. Agendas are prepared on Wednesday mornings following Tuesday morning IDEC meeting. The applicants will be invited to attend the IDEC meeting in order to provide information and answer questions.
3. The City shall take every possible attempt to comply with a 10 working day time limit for road closures, as required by the California Film Commission, State Department of Commerce.
4. Approval shall not be given until all information has been submitted, is determined to be complete, has been reviewed by the city and all required conditions of approval are agreed to by the applicant.

PHOTOGRAPHY/FILMING

SUPPLEMENTAL INFORMATION QUESTIONNAIRE

Project Title: _____

Production Type: _____

Company/Address: _____

On-Site Manager/Contact / Phone: _____

Emergency Contact/Phone: _____

Additional Information	Quantities
Total Personnel	
Total Vehicles/Equipment	
Animals	
Generator	Yes or No (Circle one)
Number of Cars	
Number of Trucks	
Number of Motorhomes	
Pyrotechnics Proposed	Yes or No (Circle one)
Special Effects Permit #	
Pyrotechnician Name/Lic #	
Police Required	Yes or No (Circle one)
Fire Required	Yes or No (Circle one)

PHOTOGRAPHY/FILMING AGREEMENT

AGREEMENT BETWEEN _____ FILM COMPANY AND THE CITY OF FOSTER CITY REGARDING FILMING ACTIVITIES

1. Foster City vehicles, uniforms, insignia, and equipment will not be made available for use by film companies.
2. Foster City streets must be posted for parking restrictions or filming in or off the street 24 hours prior to call time, or as required by the City (up to a maximum of 72 hours in advance). A police officer must accompany a production crew member in this activity or verify that it has been done 24 hours in advance. Shooting within a completely enclosed building does not require posting.
3. Private residential areas may be used for filming if the filming company can comply with Section 17.68.030, Noise, of Chapter 17.68 (Performance), of Title 17 (Zoning) of the Foster City Municipal Code. Filming may only occur between the hours of 7:30 a.m. and 8:00 p.m. except that night shooting between the hours of 10:00 p.m. and 7:00 a.m. may be permitted with written approval obtained 48 hours in advance by all property owners within 300 feet and the President or Property Manager of the Homeowners' Association (if any). Such approval must be procured by the filming company and must be submitted prior to issuance of the film permit.
4. Commercial and industrial streets cannot be used between the hours of 6:00 a.m. and 10:00 a.m. and 3:00 p.m. and 7:00 p.m. on weekdays due to peak hour traffic. Commercial and industrial buildings are available for inside filming during these hours if the film company vehicles are safely parked.
5. Traffic control plans must be submitted to the Department of Public Works, Fire Department, and the Police Department for approval 4 working days prior to any street closures. Appropriate detours must be shown for any boulevard closures. Uses of City police reserves for filming involving a public street may be required, regardless of security measures provided by the film company.
6. If use of City personnel are no longer needed, the permit must be cancelled within five (5) working days or permittee will be charged for personnel costs.
7. The production company shall not interfere with normal activities of a neighborhood. Filming crews and equipment shall not interfere with street sweeping or refuse collection. Public access to public and private property must be maintained.
8. All locations, including buildings and landscaping, must be left in the same condition as they were prior to filming activity. No littering is permitted and all locations must be cleaned up prior to leaving the site.
9. The City and the Estero Municipal Improvement District shall be held harmless for any damages which may result from filming activities.

10. Filming and photography done by or on behalf of the City, or for personal or family use is exempt from review by the City of Foster City.
11. The Permittee waives all claims against City of Foster City, its officers, agents and employees, for loss or damage caused by, arising out of, or in any way connected with the exercise of this permit and the Permittee agrees to save harmless, indemnify and defend City of Foster City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by the Permittee of the rights hereby permitted, except those arising out of the sole negligence of City of Foster City.
12. City of Foster City shall have the privilege of inspecting the premises covered by this permit at any or all times.
13. This permit shall not be assigned.
14. City of Foster City may terminate this permit at any time if the Permittee fails to perform any covenant herein contained at the time and in the matter herein provided. City of Foster City agrees it will not unreasonably exercise this right of termination.
15. The parties hereto agree that the Permittee, its officers, agents and employees, in the performance of this permit shall act in an independent capacity and not as officers, employees, or agents of the City of Foster City.
16. No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.
17. The Permittee will not discriminate against any employee or application for employment because of race, color, religion, ancestry, sex, age, national origin or physical handicap.
18. The Permittee agrees to comply with the terms and conditions contained in all attachments, which terms and conditions are by this reference made a part thereof.
19. The Permittee hereby agrees to comply with all the rules and regulations of the facility of institution subject to this permit.
20. Permit must be kept on-site at all times and available for inspection by authorized City employees.

Permittee agrees to all the terms and conditions of this permit including all the provisions in this agreement.

Community Development Director

Date

Film Company Representative

Date