



CITY OF MORRO BAY

RECREATION DEPARTMENT

1001 Kennedy Way
Morro Bay, CA 93442

The City of Morro Bay welcomes you to our community. We hope our versatility and picturesque qualities will suit your filming needs.

In accordance with Assembly Bill No. 4680, the City of Morro Bay has a policy governing requests for filming permits. This information packet has been prepared to assist you in meeting the requirement for filming in the City of Morro Bay.

Please complete the attached Filming Application and submit it to the Recreation Department at least 10 working days prior to the filming. Your application will enable us to determine the necessary safety personnel, equipment and insurance needs that must be available during filming. Upon compliance with the necessary permit needs, the Recreation Department will approve your request.

Upon approval of your filming request, the Permit Fee, a Certificate of Insurance and an Endorsement in the amount of \$1 million and a Deposit must be received by the Recreation Department at least 24 hours in advance of the filming.

The City provides personnel for safety purposes, crown and traffic control. Final authority for all safety matters is provided through the Fire, Police and Harbor Departments. Arrangements for barricades, posting of signs and cleanup will be provided as conditions of your permit. Costs for City Services and equipment will be estimated prior to filming and actual costs invoiced post event.

If you have any questions, please contact the Recreation Department at 805-772-6278.

Sam Taylor
Deputy City Manager



CITY OF MORRO BAY
FILM PERMIT APPLICATION*
RECREATION SERVICES

1001 Kennedy Way
Morro Bay, CA 93442
805-772-6278
805-772-2693 Fax

**This is not a Film Permit.*

A Film Permit is issued as a separate document after all requirements have been met.

Please E-mail: recinfo@morro-bay.ca.us or Fax (805) 772-2693 Completed Application

Film Company: _____ Phone Number: _____
Address: _____ City/State/Zip: _____
Location Manager: _____ Phone Number: _____
Production Manager: _____ Phone Number: _____
Local Contact: _____ Phone Number: _____
Project Title: _____
Production Type: _____

LOCATION/ACTIVITY INFORMATION: This information is required to obtain a filming permit in the City of Morro Bay. Add additional sheets if necessary.

DATE	LOCATION	ACTIVITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Personnel _____ Total Vehicles/Equipment _____
Generators _____ Cars _____ Trucks _____ Motorhomes _____ Other _____

Pyrotechnics: _____ Permit Number: _____

Pyrotechnician: _____ Permit Number: _____

AGREEMENT FOR USE OF CITY PROPERTY

Permittee agrees to all terms and conditions of this permit including provisions on any and all attachments.

Date: _____ Signature: _____

ATTACHMENT A

**Terms, Conditions and Hold Harmless Agreement
Film Permit Application**

Permittee waives all claims against the 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, its officers, agents and employees, from any and all loss, damage or liability which may be suffered or incurred by City, its officers, agents and employees caused by, arising out of or in any way connected with exercise by permittee of the rights hereby permitted, except those arising out of the sole negligence of the City.

City shall have the privilege of inspecting the premises covered by this permit at any or all times.

This permit shall not be assigned.

City may terminate this permit at any time if permittee fails to perform any covenant herein contained at the time and in the manner herein provided. City agrees it will not unreasonably exercise this right of termination.

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.

No alteration or variation of the terms of this permit shall be valid unless made in writing and signed by the parties hereto.

Permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin or physical handicap.

Permittee agrees to comply with all the terms and conditions listed on the permit or attached to the permit, which terms and conditions are by this reference made a part thereof.

The permittee hereby agrees to comply with all the rules and regulations of the facility or institution subject to this permit.

Permit must be kept on-site at all times.

ATTACHMENT B

FILM PERMIT TERMS AND CONDITIONS

GENERAL INFORMATION: The Film Permit is issued by the Deputy City Manager for the purpose of filming on City-owned, leased or controlled real property and/or City streets. The Film Permit does not constitute or grant permission to use or occupy property not owned, leased or controlled by the City of Morro Bay. The Film Permit must be in the possession of the Permittee at all times while on location and is not transferrable.

PERMIT COORDINATION: The Deputy City Manager will secure the necessary permits and clearances from required City Departments. Permittee shall advise of 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.

TIME RESTRICTION: In residential areas, filming is restricted to the hours of 7:00 AM to 10:00 PM. Night filming must be approved in writing in advance by the Deputy City Manager.

NOTICE PRIOR TO ENTRY: Permittee shall provide at least twenty-four hours notice to the Deputy City Manager prior to entry by any of its officers, agents, employees, contractors or subcontractors upon City property for purposes of filming.

All residents and/or businesses within a three hundred foot radius of filming locations must receive at least forty-eight hours advance written notification of the filming activity. Such notice shall include, but not be limited to: film company name, phone number, contact person, length of time filming will occur, and notification if any public streets or access ways will be blocked or obstructed.

PARKING: All production vehicles must be marked with visible identification at all times while on location for parking enforcement purposes. Permittee shall advise of any additional parking requirements so that the Director of Recreation and Parks can arrange for adequate parking.

PYROTECHNICS: Permittee shall advise City of any special effect or stunt where the use of pyrotechnics or any other material deemed hazardous, including, but not limited to fireworks, open flames and explosives to be used. Notification must be received prior to use and appropriate permits must be submitted and approved.

ALTERATIONS AND/OR CHANGES TO CITY PROPERTY: Permittee shall not alter, modify or otherwise change any City property without prior written approval of the Deputy City Manager. Permittee will, at its own expense, remove any alterations or modifications that it makes to City property and return the property to its original condition, reasonable wear and tear expected, upon expiration of the permit.



**City of Morro Bay
Recreation and Parks**

1001 Kennedy Way ▪ Morro Bay, CA 93442
(805) 772-6278 ▪ FAX:(805) 772-2693

PERMIT #:

**PUBLIC AREA USE PERMIT
APPLICATION**

Group or Company Name: (Applicant's Name) _____

Resident Non-Resident Profit Non-Profit IRS #: _____

Contact Person: _____

Mailing Address: _____

City: _____ State: _____ Zip _____

Telephone: Home: _____ Work: _____ Fax: _____

Cell: _____ EMAIL: _____

FACILITY REQUESTED (* no electricity available):

- | | | | | |
|---|-------------------------------------|---|---|---|
| Del Mar Park | Lila Keiser Park | <input type="checkbox"/> Coleman | <input type="checkbox"/> Centennial Parkway | Monte Young Park * |
| <input type="checkbox"/> Hillside Area | <input type="checkbox"/> BBQ Area | <input type="checkbox"/> City Park | <input type="checkbox"/> Giant Chessboard | <input type="checkbox"/> Court 1 OR <input type="checkbox"/> Court 2 |
| <input type="checkbox"/> Meadow Area * | <input type="checkbox"/> East Field | <input type="checkbox"/> Anchor Memorial* | <input type="checkbox"/> Bayshore Bluffs | <input type="checkbox"/> Open Public Space (please specify): _____ |
| <input type="checkbox"/> Hockey Rink * | <input type="checkbox"/> West Field | <input type="checkbox"/> Tidelands | <input type="checkbox"/> Morro Rock | |
| <input type="checkbox"/> Court 1 OR <input type="checkbox"/> Court 2 | | <input type="checkbox"/> Cloisters | <input type="checkbox"/> Morro Rock Parking Lot | |

EQUIPMENT REQUESTED:

- Volleyball Set Bocce Ball
 Horseshoes Barricades
 Softball Set
 Other: _____

EVENT DATE AND TIME REQUESTED:

Day and Date: _____

Set-up Time: From: _____ To: _____
Event Time: From: _____ To: _____
Clean-up Time: From: _____ To: _____

TOTAL HOURS: _____

EVENT INFORMATION:

Name of Event: _____

Purpose: _____

Estimated Attendance: _____ Adults: _____ Youth: _____ % of Morro Bay Residents: _____

Will a fee be charged? NO YES: please explain: _____

Do you plan to have amplified music/sound (ie: live music, DJ, PA System, etc.)? NO YES: Explain _____

Will alcohol be consumed? NO YES Will alcohol be sold? NO YES (An ABC License will be required)

Will a bounce house be provided at this event? NO YES: Name of company: _____

Will any other attraction be provided at this event? NO YES: Explain: _____

If you want your event to be listed on the community calendar and/or website, and to learn about other potential promotional opportunities, please contact the Morro Bay Chamber of Commerce at (805) 772-4467.

SITE INFORMATION:

- | | |
|--|--|
| <input type="checkbox"/> NO <input type="checkbox"/> YES | Electricity required? |
| <input type="checkbox"/> NO <input type="checkbox"/> YES | City streets and/or parking areas must be closed for this event. |
| <input type="checkbox"/> NO <input type="checkbox"/> YES | Temporary structures are to be built for this event. |
| <input type="checkbox"/> NO <input type="checkbox"/> YES | Tents or canopies will be used for event cooking. |
| <input type="checkbox"/> NO <input type="checkbox"/> YES | Open flames, refueling of vehicles or other fire hazards exist for this event. |

- ◆ **General Liability Insurance with a Policy Endorsement naming the City as Additional Insured will be required for all events.**
- ◆ **This application must be accompanied by a Permit Processing Fee and Security Deposit check.**
- ◆ **Applicants providing bounce houses must provide their own generators. Bounce houses may not be operated from the power sources at the park.**
- ◆ **If closures of City streets and/or parking areas are requested the permit must be submitted at least 30 working days in advance. Closures of City streets and/or parking areas will require additional conditions of approval and/or fees.**
- ◆ **Public places are Smoke Free Zones, therefore smoking is prohibited within the permitted area(s).**

AGREEMENT FOR USE OF CITY PROPERTY:

"The undersigned, herein known as the applicant, understands and agrees that he/she and/or the organization that he/she represents shall assume all risks for loss, damage, liability, injury, cost or expense that may occur during or as a result of use listed above; the applicant further agrees that in consideration of permission to use City property above, he/she and/or the organization will defend, indemnify, and hold harmless the City of Morro Bay and the City's officials, employees and agents from and against all claims, liability, damages, and/or injuries to persons and property (including demands, losses, actions, causes of actions, damages, liabilities, expenses, charges, assessments, fines or penalties of any kind, and costs including attorney fees and litigations expenses) from any cause arising out of or relating (directly or indirectly) to this Permit for use of City property. The applicant further agrees to be personally responsible for any damage sustained to the grounds, building, fixtures or equipment, as a result of their use of City property. The applicant further certifies that he has read (or had interpreted), understands and agrees to abide by any and all attached reservation policies of the City of Morro Bay Recreation and Parks Department."

Applicant's Signature

Date

(RULES AND REGULATIONS ON BACK)

POLICIES FOR USE OF PARK FACILITIES, PUBLIC OPEN SPACE AND EQUIPMENT

All City parks and facilities are intended for the recreational use of the residents of the City of Morro Bay in conjunction with the activities of the Recreation and Parks Department. When not in use for recreation programs or other City business, etc., property may be used by public groups and individuals for social, cultural or recreational activities regardless of race, age, sex, color or creed, in accordance with the following rules:

- A. Use of City property shall not be granted, when for any reason as determined by the Recreation and Parks Department, such use may not be in the best interest of the Department or the City of Morro Bay.
- B. The City of Morro Bay is **NOT** responsible for accidents, injury or loss of individual property in any of its facilities or parks.
- C. The individual or organization granted use of the property shall be held responsible for reimbursing the City for any loss, cost incurred or damage to City property caused
- D. Permission for use of property will be granted upon the condition that all rules governing use of open space below will be followed. **PERMISSION MAY BE REVOKED AT ANY TIME FOR FAILURE TO DO SO.** These rules are subject to change by the Recreation and Parks Commission of the City of Morro Bay

I. RULES FOR OPEN SPACE AND PUBLIC PROPERTY USE

- A. Individuals or groups desiring use of public space must complete a Public Area Use Permit with the Recreation and Parks Department no more than four (4) months prior to the date requested and at least fifteen (15) working days prior to the date of use. **(ADDITIONAL TIME IS REQUIRED FOR LARGE EVENTS)** Any request more than four (4) months in advance must be accompanied by a letter requesting waiver of the four (4) month policy.
- B. **A minimum Security Deposit of \$150 will be required with the filing of this application. **For Multi-Area, Entire Park or Multi-Day Events and any Event where alcohol is served or there is live music a Security Deposit of \$500 will be required. The deposit is refundable if the property is left clean and undamaged. If additional cleaning and repair is needed, post-event charges will be deducted from the Security Deposit and balance refunded by check.**
- C. No use shall be granted in such a matter as to constitute a monopoly for the benefit of any person or organization.
- D. If the application for use is found in good order, after review by the Director or appointed representative, the use permit shall be granted. The application shall serve as a permit upon signature of the Director, payment of all fees, compliance with any conditions of approval and submittal of all required documents. **PERMITS WILL BE ISSUED TO ADULTS ONLY.**
- D. The sale or consumption of alcoholic beverages is hereby prohibited unless permission has been granted by the Recreation and Parks Department Office. Any sales and/or consumption of alcoholic beverages in parks or public open space shall be subject to the rules and regulations of the Alcoholic Beverage Control Board. A liquor license is due five (5) days prior to the event.
- E. Groups conducting sales will be assessed a percentage of the gross or a flat fee.
- F. No advertising shall be exhibited and no solicitations or sale made on open space or on the grounds of a park without prior written permission from the Recreation and Parks Director and in some instances a Business License.
- G. Users shall be required to provide liability insurance naming the City of Morro Bay as additional insured from an "A" rated company. **Both a Certificate of Insurance and a Policy Endorsement are needed.**
- I. Reservations may be cancelled by the Recreation and Parks Director upon two (2) days notice to the group or permit holder. **INCLEMENT WEATHER CANCELLATIONS MAY BE MADE AT ANY TIME.**
- J. Keys, when approved for checkout, must be obtained in advance from the Recreation and Parks Office, and must be returned by the next business day after use.
- K. Cleanup must be accomplished within the time established in the agreement. Cleanup services and use fees are NOT provided as part of the permit fee. Any cleanup by City Staff will be charged to the organization or group. All trash generated by the event should be put into the trashcans and/or dumpsters.
- L. **NO CAMPING OR OVERNIGHT PARKING IS ALLOWED IN CITY PARKS.**

II. RULES FOR SPORT FACILITY RENTAL

- A. Individuals or groups desiring use of sports facilities must complete a Public Area Use Permit with the Recreation and Parks Department no more than four (4) months prior to the date(s) requested and at least twenty (20) working days prior to the date(s) of use. Any request more than four (4) months in advance must be accompanied by a letter requesting waiver of the four (4) month policy.
- B. **A Security Deposit of \$500 will be required with the filing of the application. The deposit is refundable if the facilities and equipment are left clean and undamaged.**
- C. Ball diamond preparation may be completed by the applicant if the following requirements are adhered to:
 - ◆ Preps must be done at the beginning of the day and every three (3) games thereafter.
 - ◆ No dragging of field surfaces off the field (grass or paths) should occur.
 - ◆ The plates, pitching or rubber or base posts will not be driven over or dragged over.
 - ◆ No substance or material will be added to the field surface at any time.
- D. Field preparation by City employees will require the payment of a fee by the applicant prior to the tournament or activity.
- E. All activities or events scheduled for City sports facilities may require a tournament director assigned by the City. This rule can only be waived by the Director of Recreation and Parks. Applicant shall pay the fee for the cost of the tournament director.
- F. City employed umpires and scorekeepers will not be scheduled by the Recreation and Parks Department. However, they may be contacted by the applicant to work at the activity or event.
- G. Groups conducting sales will be assessed a percentage of the gross or a flat fee.
- H. Trash containers will be provided for the applicant. **The applicant will be responsible for the cleanliness of the park post-event.** Dumpsters are located proximate to all facilities for the applicants use. **Additional park maintenance may be subject to additional fees placed on permit.**
- I. No vehicles, other than service vehicles, are allowed to drive on parkland or open space areas.
- J. The application shall serve as a permit upon signature of the Director, payment of all fees, compliance with any conditions of approval and submittal of all required documents. **PERMITS WILL BE ISSUED TO ADULTS ONLY.**
- K. Any group finding it necessary to cancel its reservation should do so at least five (5) calendar days prior to the date reserved. Failure to do so will result in assessment of a 20% administration fee to the group or individual. Processing Fee is non-refundable.
- L. Reservations may be cancelled by the Director upon two (2) days notice to the group or permit holder. **INCLEMENT WEATHER CANCELLATIONS MAY BE MADE AT ANY TIME.**

III. RULES FOR BOUNCE HOUSES

- A. Groups or individuals planning to provide a bounce house or other attraction must indicate so on the application.
- B. The applicant must provide a copy of the Certificate of Liability insurance for the company providing the equipment or attraction.
- C. The applicant must pay a special use deposit of \$50 to the Recreation and Parks Department. If no damage occurs as a result of the special use, the deposit will be
- D. Applicants providing bounce houses must provide their own generators (generators are available from the bounce house companies for a small charge). Bounce houses may not be operated from the power sources available at the reserved park.

CITY OF MORRO BAY
1001 Kennedy Way
Morro Bay, CA 93442

All space rental including short-term space rental for special occasions to groups who have no employees, such as club functions, weddings, dances, picnics or social dinners, craft exhibitions, or classes, animal shows and recreational and sports activities, **must fulfill the Insurance requirements for Lessees. (Below)**. Special events policies are available through the Recreation and Parks Department; costs as set forth in the Master Fee Schedule. Enclosed is an Event Holder Application to assist you in this process.

INSURANCE REQUIREMENTS FOR LESSEES
(NO AUTO RISKS)

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance (for lessees with employees).
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- | | |
|--------------------------|--|
| 1. General Liability: | \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. |
| 2. Employer's Liability: | \$1,000,000 per accident for bodily injury or disease. |
| 3. Property Insurance: | Full replacement cost with no coinsurance penalty provision. |

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability policy is to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the Lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Lessee shall furnish the City with original certificates and amendatory **endorsements** effecting coverage required by this clause. The endorsements should be on forms provided by the City or on other than the City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the City **before** use of City premises. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Sub-lessee

Lessee shall include all sub-lessees as insureds under its policies or shall furnish separate certificates and endorsements for each sub-lessee. All coverages for sub-lessees shall be subject to all of the requirements stated herein.