



# Bal Harbour Village Commercial Film & Photography Annual Permit Application



Bal Harbour Village Code Section 12-10 requires a permit for commercial film and photography activity on publicly-owned, managed or controlled property.

All Film & Photography Permit Applications must be delivered or emailed by Friday, September 8, 2023 to:

**Bal Harbour Police Department**  
**655 96<sup>th</sup> Street**  
**Bal Harbour, FL 33154**  
**filmpermit@balharbourfl.gov**

The Village Manager may designate one or more approved locations for film and photo activity at a publicly managed, owned or operated property. The Village Manager may limit the number or duration of, or place other appropriate limitations on, permits approved for each property, or for each approved location at a property. If there are more applicants than available permits for a particular location, the Village Manager may conduct a lottery to select the permittee from the applicants who are eligible to be approved pursuant to this section.

The permit may be valid for up to one year. Annual permits shall be administered on a fiscal year basis, from October 1 through September 30. Applications shall be submitted within the time-frame established by the Village Manager, and applicants may not engage in film or photo activity prior to obtaining a permit. Permits may not be assigned or transferred. and each person or entity intending to engage in film and photo activity must apply for and obtain its own permit to do so.

All ***Film & Photography Permits*** require completion of a detailed application that includes:

1. The permit application shall identify the applicant (and any authorized representative(s) of the applicant), the property (and the approved location, if any), and the proposed duration of the film or photo activity, and a parking plan for any related vehicles. The application shall be accompanied by a \$500 permit processing fee.
2. A Certificate of Insurance, naming Bal Harbour Village as an additional insured and endorsement must be issued as part of the policy reflecting compliance. The commercial general liability insurance requirement must be at least \$1,000,000 for bodily injury and property damage.
3. A Hold Harmless Agreement and/or Indemnity Agreement executed by an applicant or applicant's authorized representative. The applicant shall be required to post a \$5,000.00

bond to be held by the Village to be used, if necessary, to repair damage to property caused by the film or photo activity.

**FILM AND PHOTOGRAPHY PERMIT APPLICATIONS CANNOT BE PROCESSED UNTIL ALL THE NECESSARY REQUIREMENTS AND DOCUMENTATION HAVE BEEN COMPLETED AND SUBMITTED IN THEIR ENTIRETY.**

If you have questions regarding this matter, please contact the Bal Harbour Police Department Communications Center at 305.866.5000 or email [filmpermit@balharbourfl.gov](mailto:filmpermit@balharbourfl.gov).

**CONTACT INFORMATION**

Applicant's Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Office Phone \_\_\_\_\_ Cell # \_\_\_\_\_ Fax # \_\_\_\_\_

Email Address \_\_\_\_\_

**LOCATION DETAILS**

Date: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Exact Location \_\_\_\_\_

Equipment or Vehicles in Use \_\_\_\_\_

Number of People Expected \_\_\_\_\_

On-Site Supervisor \_\_\_\_\_ Cell Phone \_\_\_\_\_

**DESCRIPTION OF FILM OR PHOTOGRAPHY ACTIVITY TO TAKE PLACE  
(Please be as specific as possible)**

Insurer: \_\_\_\_\_

Name of Insured: \_\_\_\_\_

Amount of Coverage: \_\_\_\_\_

**REMEMBER to attach Certificate of Insurance naming Bal Harbour as additional insured.**

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

## Indemnity /Hold Harmless Agreement

1. IN CONSIDERATION of Bal Harbour Village ("Village") allowing and permitting  
(Name of the Applicant and Company)

a(n) \_\_\_\_\_ ("Indemnitor"), having its principal place of  
business at \_\_\_\_\_ (Location)

to conduct lawful activities relative to Commercial Film and/or Photography  
for the fiscal year of 2024

Indemnitor agrees to indemnify, defend, and hold harmless the Village, its officials, agents, and employees from and against any and all losses, claims, actions, demands, suits, liabilities, damages, expenses, and payments, in tort or in contract, including, without limitation, liability or loss for injuries to or deaths of persons, or damages to property, caused by any accident, act, or failure to act by Indemnitor in any way relating to its preparation, operations or other activities within the Village under this Agreement, relating to

Regardless of whether same are on or off premises owned by the Village and shall extend to all locations within the Village.

2. Indemnitor shall, on or before September 8, 2023, as a condition precedent to being allowed to conduct their activities as described in Paragraph 1, above, deliver to the Village Manager's Office at Village Hall, 655 96<sup>th</sup> Street, Bal Harbour, FL 33154, certificates of comprehensive general liability insurance with a minimum coverage of \$ 1,000,000 per occurrence per person and accident.

Coverage shall include contract liability. This liability insurance shall name the Village as an additional insured thereon and shall be issued by an insurance company duly authorized to do business in the State of Florida and rated A:X or better in accordance with the latest edition of A.M. Best's Key Rating Guide. Indemnitor warrants and represents that it has notified its insurance agent of the contents of this agreement and has supplied the agent with a copy.

The Village is a political subdivision of the State of Florida, fully insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this application shall be deemed or otherwise interpreted as waiving the Village's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF THE Indemnitor has executed this Agreement

this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

(Corporate Seal)

\_\_\_\_\_  
President/Vice President (Print Name)

By:

\_\_\_\_\_  
Signature

ATTEST:

By Secretary: \_\_\_\_\_

**NOTE: If the person signing is not the President or Vice President of the corporation, attach an original certificate from the Corporate Secretary showing the authority of the signatory to execute this document on behalf of the corporation.**

## Corporate Acknowledgement

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me, the undersigned

Notary Public of the State of \_\_\_\_\_, the forgoing instrument was  
acknowledged by \_\_\_\_\_

(Name of Corporate Officer and Title)

on behalf of \_\_\_\_\_

(Name of Corporation)

a \_\_\_\_\_ Corporation.

WITNESS my hand and official seal

Notary Public, State of

\_\_\_\_\_  
*Signature of Notary Public*

\_\_\_\_\_  
(Name of Notary Public - Print, stamp, or type  
as commissioned)

- Personally known to me, or
- Produced identification: (type) \_\_\_\_\_
- DID take an oath.
- DID NOT take an oath.

**\*\* FOR OFFICIAL USE ONLY \*\***

**Checklist of Required Information**

- Fully completed Film & Photography permit application
- Payment of \$500 Permit Processing Fee (Check)
- Original Certificate of Insurance naming Bal Harbour as additional insured
- \$5,000 bond posted with Village
- Fully completed Indemnity Agreement
- Fully completed Corporate Acknowledgement

\_\_\_\_\_  
**Reviewed by (Print & Sign)**

\_\_\_\_\_  
**Date**

Comments:

- 
- Permit APPROVED
  - Permit DENIED

\_\_\_\_\_  
**Village Manager/Designee**

\_\_\_\_\_  
**Date**

Comments: