

# Booking Council Facilities – Filming & Photography

## Agreement & Permit

Under Local Laws No. 3 & 4 the following provides approval to film or photograph in an area that comes under Council jurisdiction. When completed and signed by the production company representative and the relevant authority at Council, this form becomes the PERMIT.

**Date(S) Required:** \_\_\_\_\_

**Location Required** *(Please be specific):* \_\_\_\_\_

**Production Company:** \_\_\_\_\_ **A.C.N:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Tel:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Production Manager:** \_\_\_\_\_

**Tel:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

*(Please ensure that a name of the person responsible for the production is provided and who can be contacted on site)*

**Location Scout:** \_\_\_\_\_

**Tel:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_

**Fax:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Production Details:** (attach separate sheet if necessary). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Time Required:** \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM

**Parking Spaces Required:** \_\_\_\_\_ **No. Of People On Location:** \_\_\_\_\_  
*(Council will require details of all vehicles over 7.5m in length and/or have a GMV of 4.5 tonnes or more to be completed on form provided.)*

**Type Of Production:**  Feature Film  Telemovie  TV Series/Serial  Documentary  Training  
 Student  Photography  TV commercial  Music Video  Community  Other (please specify)  
\_\_\_\_\_

**INDEMNITY:** The **Production** Company agrees to indemnify the Bayside City Council against all claims or suits of any kind whatsoever against the Bayside City Council or loss, damage or injury of any kind arising out of the negligence or unlawful conduct of the Production Company, its employees, agents or otherwise. The Production Company agrees to comply with all the local laws of the Bayside City Council and all other relevant legislation and Bayside City Council.

**Signature:**.....*(for and on behalf of the Production Company)*

**Signature:**..... *(for and on behalf of Council)*

This permit is issued to the Production Company to film, video or photograph on streets or property subject to the jurisdiction and Conditions and Special Conditions (if any) of the Bayside City Council at the times, dates and locations designated. This permit must be produced on demand, whilst on location, by the Production Company.

**SEE FOLLOWING PAGE FOR FEE SCHEDULE**

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## Basic Fee Schedule Table\*:

	First full day	First half day	Amatuer/emerging producers and/or directors	Each additional day	Gate key deposit
Local community based / students / documentaries	\$50	n/a	n/a	\$50	\$50
Commercial / Companies	\$780	\$420	\$420	\$380	\$50
Commercial stills photography	\$330	n/a	n/a	\$170	\$50
Parking permits	\$60 per oversize vehicle				

\*Fees reviewed annually on 1 July

## Fee Schedule For This Production:

No. of Days	Rate/Day	Parking permits	Total Cost

Other Costs Not Included in Schedule Fee Table (if applicable):

- If parking in restricted parking zones please apply to Local Laws for separate permit
- If parking in Council Beach Car Parks, metered parking tickets must be purchased at that location for each vehicle.

The Production Company agrees to the following additional conditions as a part of this production:

- That recognition of the support from Bayside City Council is acknowledged in the credits of the production with the following wording recommended as a minimum: .....Films gratefully acknowledges the support of Bayside City Council;
- Due care is to be exercised at all times with the protection of all natural vegetation and geographical features in the area being a prime consideration; and
- The Production Company shall reimburse Council for the cost of any reinstatement or repairs occasioned as a result of any damage to property resulting from the conduct of the event and any associated activities.

Signature: \_\_\_\_\_ (for and on behalf of the Production Company)

Signature: \_\_\_\_\_ (for and on behalf of Council)

*Office Use*

Code 13

**Applicant:** \_\_\_\_\_ **Description :** \_\_\_\_\_

T855	R1140.2067.99 Filming and photography	\$
T860	Refundable Security Deposit	\$
T830	Refundable Gate Key Deposit	\$
T255	E1040.1025.99 L/Laws vehicle permit - filming	\$
T845	C1061.1526.99 Liability Insurance	\$
	<b>TOTAL</b>	\$



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## Filming Location Vehicle Permit

Date(S) Required: \_\_\_\_\_.

**Vehicle Details:**

Type of Vehicle	Length of Vehicle/ Weight	Registration Number

Please draw detailed map of site and location of vehicles, include melway ref.

Please include separate sheet if not enough space

Signature: \_\_\_\_\_ (for and on behalf of Production Company)

Signature: \_\_\_\_\_ (for and on behalf of Council)

# Booking Council Facilities- Filming & Photography

## Terms & Conditions

A permit may be required for any filming or photography that takes place or impacts on any park, road reserve, foreshore area or any area which is under the jurisdiction and/or management of Bayside City Council.

The permit holder agrees and acknowledges that the venue, property, road reserve and/or reserve is in good repair and clean condition at the commencement of the permit period and must be returned to the Bayside City Council (Council) in the same condition at the end of the permit period.

The permit holder shall reimburse Council for the cost of any reinstatement or repairs occasioned as a result of any damage to property resulting from the conduct of the function/activity and any associated activities.

Due care is to be exercised at all times, with the protection of all natural vegetation and geographical features in the area being a prime consideration.

If the permit holder, or activities related to the permit, causes damage, Council retains the right to withhold part or all of any security deposit taken towards the cost of repair and/or reinstatement. If no security deposit is held, Council retains the right to invoice the applicant the full cost of repair and/or reinstatement.

### **Signage**

The use of any portable, freestanding signs on or above any roadway, footpath or public place without prior approval from the Responsible Manager is prohibited.

### **Council direction**

The permit holder shall have regard to any lawful direction or instruction given by an authorised officer of the Council in relation to the conduct of the activity and or function. All Council Local Laws must be complied with at all times.

### **Amplification equipment / noise**

The use of any amplification equipment shall be kept to a level prescribed by the Environment Protection Act (eg 72 decibels and must not disturb other users, residents or businesses)

### **Litter**

Litter generated shall be removed from the site immediately after the event. Confetti and petals are considered litter and should not be used. If the site is left in an unclean condition following usage, the Council retains the right to withhold part or all of the security deposit towards the cost of clean up.

### **Booking process**

Requests for casual use should be on the appropriate application forms. The completed form, confirming the booking, should be returned with payment within 14 days, after which a confirmation letter and permit will be forwarded. If payment is not received within this time, the booking will be cancelled.

You must declare all relevant facts on your application, in order for Council to assess the application. If you fail to do so, your booking may be revoked without notice and Council will not be held liable for any damages or losses incurred. Applications must be received by Council at least 5 business days prior to the booking date. All bookings are subject to availability, suitability and completely at Council's discretion.

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## **Indemnity**

The applicant uses and occupies the area at their own risk, and releases the Council from all claims resulting from any damage, loss, death or injury in connection with the open space used.

The permit holder must indemnify and hold harmless the Council against all claims resulting from any damage, loss, death or injury in connection with the open space used and the use, and occupation of the open space by the casual user.

This clause does not apply if the permit holder has purchased public liability insurance through Bayside City Council. Council will not be held liable for any losses should Council cancel or revoke the booking.

## **Keys**

Where a key is required, for an approved use, this must be collected from the Leisure and Recreation Administration Officer, Bayside City Council Corporate Centre, 76 Royal Ave Sandringham, on the last working day prior to booking.

The key must be collected, by prior arrangement, during business hours, 8.30am to 5pm. It must be returned the first working day following the booking. A fully refundable key deposit of \$50.00 per key is required.

## **Bollard keys**

It is the permit holder's responsibility to ensure that bollards are safe and secured after removal and they are returned and secured at the end of the hire period. Council retains the right to invoice the permit holder the full cost of repair and/or reinstatement for any loss.

## **Vehicles / parking**

Vehicles may only be permitted to be taken onto Council reserves and parks with the prior approval of the Responsible Manager. This approval is only extended to those vehicles essential for the conduct of the approved activity (eg wedding party, film crew, disabled access). The Responsible Manager reserves the right to revoke this approval in certain weather conditions.

**The permit does not include parking fees or permission to park contrary to any restriction.**

## **Filming and/or photography**

- A permit may be required for all filming or photography that takes place on any park, foreshore area, road reserve or public car park – ie any public open space under Council jurisdiction
- The production company (the permit holder) must letter box drop ALL residents and businesses which may be affected by the filming process at least 48 hours in advance.
- The production company (the permit holder ) must provide a copy of the letter that has been letter box dropped to the affected properties to Council.

## **Liquor and food**

Between sunset and sunrise, a person must not, on any Municipal Reserve, whether it be a Road within a Municipal Reserve or not, or in any motor vehicle within a Municipal Reserve, consume any Liquor, or have in his or her possession or control, any Liquor, other than Liquor in a container with an unbroken seal.

No alcohol or food can be served as part of a commercial arrangement without the necessary approval from Council.

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## ***Marquees and other portable structures***

Bayside City Council requires a Security Deposit of \$500 if a portable structure and/or other infrastructure is to be located on the site. The Security Deposit will be refunded by cheque within 4 weeks after the function, subject to the site being left in a satisfactory condition.

No ground penetration securing system or device is permitted at parks with irrigation systems.

**A current Certificate of Currency of the supplier's Public Liability insurance for a minimum of \$10 million must be provided to Bayside City Council prior to approval being granted.**

## ***Booking barbecues, park structures and amenities***

Apart from the Sandringham Rotunda, no park amenities, structures or BBQ's can be booked.

Please ensure that all users connected with your booking conduct themselves with due respect and consideration of others with regard to shrines, memorials, park furniture, structures and amenities.

## ***Cancellation fee***

A fee of \$55 will apply to all cancellations once they have been confirmed.

## ***Kamesburgh, Billilla Gardens, Black Rock House – special conditions***

All users are advised that the veranda and homestead at Kamesburgh Gardens, Billilla Gardens and Black Rock house are not available for the permit holder's access or use. The house and veranda do not form part of your permit.

Please refer to special conditions for the use of Kamesburgh and Billilla Gardens to be read and applied in conjunction with these conditions where applicable.

## ***Privacy***

Council collects personal information for the purpose of processing your application and ensuring compliance with these terms and conditions. If you do not provide this information, we may be unable to process your application. If you have any queries or wish to gain access to this information, please contact Council's privacy officer on 9599 4444 or at [privacy@bayside.vic.gov.au](mailto:privacy@bayside.vic.gov.au).

## ***Acknowledgement***

I/We acknowledge I/We have read the terms and conditions of "Booking Council Facilities – Filming & Photography" and undertake, on this application being granted and permit being held, to comply in all respects with those terms and conditions. In addition, the signatory signs this indemnity to hold harmless Bayside City Council, its servants and agents from and against all actions, costs, claims, charges, expenses and damages whatsoever which may be brought or made or claimed against them or any of them, arising out of or in relation to the hire/use of Council facilities.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signed for and on behalf of: \_\_\_\_\_  
(organisation/group)