

# Franklin Township Hunterdon County



**Municipal Clerk**  
202 Sidney Rd  
Pittstown, NJ 08867-4145  
Telephone (908) 735-5215  
clerk@franklin-twp.org

## APPLICATION FOR A FILMING PERMIT IN THE TOWNSHIP OF FRANKLIN, HUNTERDON COUNTY, NEW JERSEY

### [Chapter 185: Filming](#)

#### APPLICANT INFORMATION:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

#### FILMING DATE & LOCATION:

DATE(S): \_\_\_\_\_

SITE LOCATION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

#### FILMING DETAILS:

NUMBER OF CREW MEMBERS: \_\_\_\_\_

ESTIMATED NUMBER OF VEHICLES: \_\_\_\_\_

DESCRIPTION OF VEHICLES (include vehicles used for transportation):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DESCRIPTION OF PARKING ARRANGEMENTS FOR CREW AND WORK VEHICLES:

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DESCRIPTION OF SANITARY ARRANGEMENTS FOR CREW AND BYSTANDERS:

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DESCRIPTION OF CROWD CONTROL MEASURES:

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DESCRIPTION OF ALL LOCATION AREAS FOR FILMING OR INCIDENTAL ACTIVITIES:

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DESCRIPTION OF CLEANUP MEATHODS TO BE USED:

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DESCRIPTION OF ANY SPECIAL ELECTRICAL REQUIREMENTS AND THE MEATHODS OF SATISFYING THOSE REQUIREMENTS, INCLUDING ALL ELECTRICAL PERMITS REQUIRED:

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**PROVIDE ALL INFORMATION NECESSARY TO COMPLY WITH THE RULES AND REGULATIONS IN § [185-4](#).** (Attach additional sheets if necessary.)

**ALSO PROVIDE:**

1. Proof of insurance coverage as follows: combined single limit liability limits of \$1,000,000 and aggregate coverage in the amount of \$2,000,000. The Township of Franklin shall be named as an additional insured under the applicant's policy.
2. An agreement in writing to indemnify and save harmless the Township of Franklin from any and all liability or damages from the use of such public lands for such filming.
3. Such other information as required by the Film Commission necessary to protect the health, safety and welfare of the residents of the Township.

**§ 185-3.1 Bond.**

Prior to the issuance of the permit, the applicant shall post a cash bond in the amount of \$2,000 to assure that the applicant has fully complied with all the terms and conditions of the permit and to reimburse the Township for property damage. The posting of the bond shall not be in lieu of providing liability insurance. The cash bond will be returned to the applicant, without interest, within 30 days after the applicant has notified the Township, in writing, that it has completed filming, unless the Township has unsatisfied claims against the applicant, in which case the Township will hold the bond, or a part thereof, until all claims against the applicant are satisfied.

**§ 185-4 General regulations.**

**A.**

The holder of a permit shall take all reasonable steps to minimize interference with the free passage of pedestrians and traffic over public lands and shall comply with all lawful directives issued by the Township of Franklin Police Department with respect thereto.

**B.**

The holder of a permit shall conduct filming in such a manner so as to minimize the inconvenience or discomfort to adjoining property owners attributable to such filming and shall, to the extent practicable, abate noise and park vehicles associated with such filming off the public streets. The holder shall avoid any interference with previously scheduled activities upon public lands and limit to the extent possible any interference with normal public activity on such public lands.

**C.**

The holder of a permit shall take all reasonable steps to minimize the creation and spread of debris and rubbish during filming and shall be responsible for removing all equipment, debris and other rubbish

from the filming location upon the completion of filming or the expiration of the permit, whichever comes first. The Township will require the posting of a letter of credit, bond or other performance guaranty in the amount of \$1,000 to cover possible costs incurred.

D.

Filming shall take place within the hours agreed upon by the Township Film Commission and the film company.

E.

Each film location shall have an off-duty Township of Franklin police officer, or a police officer approved by the Township of Franklin Police Chief, at the film location, the cost of which shall be paid by the film company, unless the Chief shall determine that no officer is necessary.

F.

No public street in the Township may be closed without the express permission of the Township Committee.

G.

If any inspections such as fire, electrical, building or plumbing are required, the costs shall be paid by the film company.

§ 185-5 Issuance of permit.

A.

The Film Commission will authorize the issuance of a permit to the applicant if it determines, based on the information supplied, that the applicant can provide adequate measures for parking, sanitary facilities, crowd control and cleanup; that the applicant will comply with the rules and regulations set forth in § 185-4 hereof; and that the filming will not unduly interfere with the use and enjoyment of private property or the public facilities of the Township and will not endanger the public's health, safety and welfare.

B.

The Township Film Commission may refuse to issue a permit whenever, in its judgment, based on the information submitted, it determines that:

(1)

Filming at the location and/or the time set forth in the application would violate any law or ordinance or would unreasonably interfere with the use and enjoyment of adjoining properties, unreasonably impede the free flow of vehicular or pedestrian traffic or otherwise endanger the public's health, safety or welfare.

(2)

The applicant has not established that it has provided adequate measures for parking, sanitary facilities, crowd control and cleanup.

(3)

The applicant has failed to establish that the filming would not unreasonably interfere with the use and enjoyment of adjoining properties; unreasonably impede the free flow of vehicular or pedestrian traffic; or otherwise endanger the public's health, safety or welfare.

(4)

The applicant has not shown that it can comply with the rules and regulations set forth in § 185-4 hereof.

**§ 185-6 Violations and penalties.**

Any person violating this chapter or rules and regulations contained herein shall be subject to a fine not to exceed \$1,000 or imprisonment for a term not to exceed 90 days, or both.

**§ 185-7 Exceptions.**

The provisions of this chapter shall not apply to the filming of news stories or filming with a crew of four or fewer members.

**FEE(S):**

**§ 182-29 Filming.**

Filming permit (includes first day of filming and includes nonrefundable filing fee of \$100)	\$500
Every day thereafter	\$300

Plus, additional bond as referenced in § 185-3.1 of the Filming Ordinance

I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

\_\_\_\_\_  
APPLICANT'S NAME (PRINTED)      APPLICANT'S SIGNATURE      DATE

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*Office Use Only:*

FEE: \_\_\_\_\_

DATE PAID: \_\_\_\_\_ Cash: \_\_\_\_\_ Check: \_\_\_\_\_ Check Number: \_\_\_\_\_

Action taken by the Township of Franklin:

Mayor:                      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_      Initial: \_\_\_\_\_

Committee Appointee:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_      Initial: \_\_\_\_\_

Police Department:      Approved: \_\_\_\_\_      Denied: \_\_\_\_\_      Initial: \_\_\_\_\_

**Approved: \_\_\_\_\_      Denied: \_\_\_\_\_      Date: \_\_\_\_\_**

**Hold Harmless Clause:**

The Undersigned has read the rules and regulations of the Township of Franklin pertaining to the use of Township of Franklin public lands, premises and facilities and agrees to abide by them. Undersigned further assumes all risks incident to its operation on said lands, premises and facilities and agrees not to sue the Township of Franklin for any injury to person or property occurring during the use of the lands, premises and facilities of the Township of Franklin. The undersigned further agrees to indemnify the Township of Franklin and save it harmless from any and all claim or claims brought against it by or on behalf of any person, firm or corporation based upon any act or omission or any alleged negligence of the undersigned. Further, the Undersigned agrees to provide to the Township of Franklin evidence of insurance in the form of a certificate of insurance in the amounts no less than the following limits:

Commercial General Liability including bodily injury, property damage and personal injury liability of \$1,000,000 each occurrence/\$2,000,000 general aggregate.

Workers' Compensation: NJ Statutory benefits. Employers Liability Limit: \$1,000,000

Automobile Liability including Non-Owned and Hired Car Coverage: \$1,000,000 each occurrence.

The Township of Franklin is to be included as an additional insured on a primary basis for the Commercial General Liability Coverage.

**COVID-19:** The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Township of Franklin has put in place preventative measures to reduce the spread of COVID-19. However Township of Franklin cannot guarantee that I/We or anyone else will not become infected with COVID-19, including my spouse, guests, unborn child or relatives. Participation in a Township of Franklin sponsored athletic sports program(s), related activity or event or using Township of Franklin facilities, could increase the risk of contracting COVID-19. By signing this agreement I/We acknowledge the contagious nature of COVID-19 and VOLUNTARILY assume the risk that I/We may be exposed to or infected by COVID-19 by participating in a Township of Franklin athletic sports program(s), related activity or event or by the use of Township of Franklin lands, premises and facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself, myself or others, including but not limited to, Township of Franklin employees, volunteers and program participants. I/We understand and voluntarily accept and assume all the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further I/We understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Township of Franklin, its employees, agents, officers, volunteers and assigns, whether a COVID-19 infection occurs before, during, or after participation in any Township of Franklin athletic sports program(s), related event or activity or by the use of public lands, premises and/or facilities.

This Agreement is made to the undersigned permitting its requested operations by the undersigned on lands, premises and/or facilities of the Township of Franklin, subject to all rules and regulations pertaining thereto.

IN WITNESS WHEREOF, I have hereunto set my hand this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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(Legal Signature)

**TOWNSHIP OF FRANKLIN**  
**RIDER TO APPLICATION FOR FILMING PERMIT**

The Applicant understands that the Township of Franklin assumes no responsibility for injury or damage to person or property related to any activities to be conducted at the Township of Franklin. The applicant is aware that the Township of Franklin's insurance does not apply to groups and their members using the land, premises and/or facilities, as evidenced by the signature which appears on the attached **APPLICATION FOR FILM PERMIT**.

At the conclusion of each activity for which permission to film has been granted to this applicant, they shall ensure the removal of all unconsumed food and beverage and proper disposal of all litter. Additionally, the applicant shall notify the Township of Franklin, in writing, of any repairs to any facilities that are required.

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(For Other than Individual Residents, please attach a copy of your Certificate of Insurance naming the Township of Franklin as an additional insured.)

IN WITNESS WHEREOF, I have hereunto set my hand this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Legal Signature)