



Village of Western Springs Administrative Procedures for Commercial Filming/Taping

I. Purpose

The following guidelines are intended to protect the personal and property rights of the Village of Western Springs' residents, property owners and business owners. The Village Manager, or his/her designee, reserves the right to impose additional regulations relative to the commercial filming or taping that are in the interests of public safety, if deemed necessary.

These guidelines cover requests for the commercial use of Village-owned and/or maintained property (streets, right-of-ways and public buildings) and equipment and personnel, commercial use of private property which may affect adjacent public or private property, equipment and personnel during the filming or taping of movies, television programs, commercials, training films and related activities (collectively referred to as "filming" or "film production activities").

II. Village Control/Village Manager Authority

The Village Manager may authorize the use of any street, right-of-way, or public building, equipment or personnel for commercial uses in film production activities. In conjunction with these uses, the Village Manager may require that any or all of the conditions and/or remuneration as specified in the Village's Municipal Code or in these Administrative Procedures be met as a prerequisite to those uses, depending on the type and scope of the film production activities and number of personnel involved.

The applicant (also referred to as "producer") agrees that the Village of Western Springs shall have full control over the use of public streets, Village buildings and equipment and its personnel while being used for film production activities, as well as control over the hours of production and the general location of the production. The Village Manager, or his/her designee, reserves the full and absolute right to prohibit all film production activities or to order cessation of film production activities if determined to be detrimental to the public health, safety and welfare.

The applicant shall agree to allow the respective Village departments (i.e., Law Enforcement Services, Fire and EMS, Municipal Services and Community Development) and Village Engineer, Village Attorney or any Village consultants to inspect all structures and/or devices and equipment to be used in connection with the film production activities, if required by the Village Manager.

III. Application; License Requirements, Deposit and Fees

Before filing an application for filming in Western Springs, the Office of the Village Manager must be contacted to discuss the production's specific filming requirements, the location, dates and hours of operation, possible use of Village streets, buildings, equipment and personnel, and the feasibility of filming in Western Springs.

Any producer who desires to undertake film production activities in Western Springs is required to complete and return the attached application for filming, and each of the additional submittals required by the application and those required by these Administrative Procedures, to the Office of the Village Manager a minimum of:

1. Ten (10) days prior to the commencement of filming or any substantial activity related to a production in excess of two (2) consecutive days in duration; or
2. Forty-eight (48) hours prior to the commencement of filming or any substantial activity related to a production of less than two (2) consecutive days in duration.
3. A non-refundable application processing fee of \$75.00 should accompany each application for filming in Western Springs. If the application is approved, this fee shall be applied as the commercial filming/taping license fee required by Section 3-3-2 of the Code.
4. Payment of one of the following deposit fees (subject to adjustment by the Village Manager, in his/her discretion, based on the nature and scope of the film production activities):
 - a. Village Reimbursement Deposit fee
(small production – production cast and crew: less than 15) ***\$2,000.00***
 - b. Village Reimbursement Deposit fee
(large production – production cast and crew: 15 or greater) ***\$10,000.00***

The Village Manager will issue a license to the applicant, provided that the application submittals for the license are complete and the applicant complies with its obligations set forth in the Village's Municipal Code and these Administrative Procedures. The Village Manager may issue the license subject to certain conditions and restrictions that are required by or relate to matters contained in the Code or these Administrative Procedures.

The Village Manager, in his/her discretion, reserves the right to require that special municipal services be provided to the applicant relative to the commercial filming or taping activities, such as police, fire and public works personnel and services and other administrative staff services that are necessary to (a) facilitate the film production activities, (b) protect the health, welfare and safety of the public, and those individuals who participate in the commercial filming or taping activities, or (c) clean up and dispose of any debris, litter or waste caused by the licensee's activities.

The Village Manager, in his/her discretion, may require an initial reimbursement deposit that exceeds the standard deposit set forth above (and contained in Section 3-3-2 of the Code), in the event that the Manager decides that the total cost of the provision of special municipal services will likely exceed the amount of the standard deposit. The

applicant shall pay the reimbursement deposit in accordance with the Village Manager's direction and shall be required to promptly replenish the deposit with additional monies, as directed by the Village Manager, if the amount of the deposit is deemed to be insufficient to pay for the incurred and anticipated special municipal services, or if the Village has drawn upon the deposit to pay incurred costs, charges or fees. The applicant shall pay the costs, charges and fees for the special municipal services in accordance with the attached Schedule of Fees (see Exhibit "E") or, if not specifically listed in these Administrative Procedures, then the charge or fee will be based the actual out-of-pocket costs incurred by the Village or an amount set by the Village Manager, in his/her discretion, based on the market value of the special municipal services. The Village has the right at any time to pay any incurred costs, charges and fees using the reimbursement deposit without advance notice to the applicant.

The Village will provide to the applicant, upon request or at the time the reimbursement deposit is closed out by the Village, a written accounting of the use of the reimbursement deposit funds. The applicant agrees to pay in full, within 30 days of receipt thereof, any invoice for the costs, charges and fees incurred that have not been satisfied by the Village using the reimbursement deposit.

IV. Use of Village Personnel and Equipment

The producer agrees to pay for the cost of any Law Enforcement, Fire and EMS, Municipal Services, Village Engineer, Village Attorney or other Village personnel assigned to the production (whether specifically requested by the producer or not) by the Village Manager, in his/her discretion. Furthermore, the Village Manager has the authority to require additional law enforcement or fire or public works or administrative personnel or other special municipal services if it is determined to be in the best interests for public safety. Remuneration rates for the use of any Village personnel, building, real or personal property or other equipment, including law enforcement squad cars and equipment and fire vehicles and equipment, will be in accordance with the attached Schedule of Fees (see Exhibit "E") or as provided otherwise for in these Administrative Procedures.

V. Use of Village Property

The Village Manager, or his/her designee, may authorize the use of any Village street, right-of-way or public building for commercial uses in the film production activities. In conjunction with these uses, the Village Manager may require that any or all of the conditions and/or remuneration as specified on the application be met as a prerequisite to that use.

Depending upon the extent of the use of Village property, the producer agrees to reimburse the Village for inconveniencies when using public property which will be negotiated on a case-by-case basis with the Village Manager, unless the reimbursement rate is contained within the attached Schedule of Fees (see Exhibit "E").

Sensitivity and care must be afforded to historic structures and decorative features within the public right-of-way (e.g., streetlights, street furnishings, etc.).

The producer agrees that the Village Manager, or his/her designee, shall retain full control over the use of the public streets and Village buildings, equipment and personnel while being used during the film production activities, as well as control over the hours of production and the general location of the production.

VI. Special Equipment and Vehicles

The producer shall provide a report listing the number of vehicles and types of equipment to be used during the filming including their proposed hours of use and their proposed parking locations. Such locations will need to be specifically approved by the Village Manager so as to maintain traffic safety. On-street parking or use of public parking lots is subject to Village Manager approval. The use of exterior lighting, power generators, or any other noise or light producing equipment requires the on-site approval of the Village Manager or his/her designee.

VII. Hours of Film Production Activities

Unless permission has been obtained from the Village Manager, or his/her designee, in advance, and affected property owners are notified, filming will be limited to the hours of 7:00 a.m. to 9:00 p.m. Certain film production activities at times require working during late evenings and early mornings and the Village will work cooperatively with the producer and the community to accommodate the interests of all parties.

VIII. Notification of Neighbors

As part of the application, the producer shall provide a short written description, approved by the Village Manager, of the schedule for the proposed film production activities to the residents, property owners and business owners of each property immediately adjacent to the affected neighborhood (as defined by boundaries set by the Village Manager). Prior to commencing film production activities, the producer, or his/her designee, shall talk with residents, property owners and business owners of all such property and submit as part of the application a report noting any owner or resident reactions or objections, if any, along with the address and phone numbers of all such property owners and residents.

IX. Certificate of Insurance

The producer shall attach a certificate of insurance and insurance policy and endorsements, with proof of the insurance premium paid in full and term of insurance covering the dates of the production. The certificate and policy shall specifically name "the Village of Western Springs, its village president and board of trustees, appointed and elected officials, employees, agents, attorneys, engineers, volunteers and representatives" as additional insureds. The producer shall secure and maintain the following types of insurance, written on the comprehensive form and as an "occurrence" policy, in not less than the following amounts (subject to adjustment by the Village Manager, in his/her discretion, based on the nature and scope of the film production activities):

- A. Comprehensive General Liability - \$1,000,000 per occurrence

- B. Umbrella policy – \$2,000,000 (small production) or \$5,000,000 (large production)
- C. Property Damage – \$1,000,000 per occurrence
- D. Workers’ Compensation – Statutory
- E. All insurance coverage limits are subject to increase, depending upon the nature of the film production activities (e.g., pyrotechnics and other high risk stunt activities).

The producer’s policy or policies of insurance shall specifically recognize and cover the producer’s indemnification obligations under these Administrative Procedures and the Village-approved license and indemnification agreement, and shall contain cross-liability endorsements.

In the event of the cancellation of any insurance policy required herein, or upon the Licensee’s failure to procure said insurance, the Village Manager shall have the right to immediately terminate the business license.

X. Liability and Hold Harmless Agreement

The producer agrees to pay in full, promptly upon receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with the production, and restore the damaged or altered property to its condition prior to the production to the satisfaction of the Village Manager.

The producer shall sign a License and Indemnification Agreement, on the Village-approved form, with the Village of Western Springs holding the Village harmless and defending the Village from any claim, causes of action, bodily injury, death, illness or property damage that may arise from the use of designated public property, right-of-way, buildings, personnel or equipment in conjunction with the film production activities.

The producer also certifies that he/she represents _____ (the “Company”) that will be performing the film production activities at the location(s) specified in the application. The producer further certifies that the Company will perform in accordance with the directions and specifications of the Village of Western Springs and its Village Manager, and that, to the fullest extent permitted by law, the Company agrees to defend, indemnify and hold harmless the Village of Western Springs, its president and board of trustees, appointed and elected officials, employees, agents, attorneys, engineers, volunteers and representatives (“Village Affiliates”) against all bodily injuries, illnesses, deaths, losses, damages, claims, patent claims, trade mark/copyright/service mark/intellectual property infringement claims and suits, liabilities, judgments, cost and expenses of any kind, which may in any way be brought or accrue against the Village or its Affiliates, relating to or arising, in whole or in part, as a consequence of the performance of the film production activities or any other activities by the Company, its employees or subcontractors, or which may in any way result therefrom. The Company shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in

result therefrom. The Company shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the Village or the Village Affiliates, in any such action or any settlement is agreed upon, the Company shall, at its own expense, satisfy and pay the same.

The Company expressly understands and agrees that any performance bond or insurance policies required by this application, or otherwise provided by the Company, shall in no way limit the responsibility to indemnify, keep and hold harmless and defend the Village or the Village Affiliates as herein provided.

Signed: _____

Title Date

XI. Exhibits

- A. Application
- B. Sample Letter Regarding Film Production Activities – Resident / Business Owner Notice Form
- C. License and Indemnification Agreement for Use of Village Right-of-Way or Property
- D. License and Indemnification Agreement (Short Form / Use of Private Property)
- E. Schedule of Fees

XII. Miscellaneous

Any other circumstances, conditions or anticipated needs not covered in this administrative procedure document shall be included in the application.

XIII. Approval

The producer or representative shall sign this copy of the Administrative Procedures for Commercial Filming/Taping and the Application, and, upon favorable consideration of the Application, shall enter into an agreement with the Village subject to the aforementioned terms. The agreement must be signed by the Village Manager or his/her designee prior to any production activity taking place. A signed copy will be returned to the producer or representative.

I have read, understand, and agree to abide by the terms and conditions outlined in these Administrative Procedures and the Application.

Signed: _____

Title Date

Approved:

Village Manager Date

Code of Conduct

To Production Companies:

The Village of Western Springs asks that you please abide by the following guidelines to promote a beneficial relationship between your production crew and the Village of Western Springs.

To the Public:

If you think the production company is not adhering to the following Code of Conduct, please call the Office of the Village Manager at (708) 246-1800.

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor directly affected by the company (this includes parking, base camps and meal areas). The filming notice should include: name of company, name of production, kind of production, (e.g., feature film, movie of the week, TV pilot, etc.), type of activity, duration (i.e., times, dates and numbers of days), and company contact (first assistant director, unit production manager, location manager).

The Code of Conduct should be attached to the filming notification that is distributed to the neighboring residences.

2. Production vehicles arriving on location in or near a residential neighborhood should enter the area at a time no earlier than stipulated in the permit, and park one by one, turning off engines as soon as possible. Cast and crew shall observe designated parking areas.
3. When a production pass identifying an employee is issued, it should be worn at all times while at the location.
4. The removal, moving or towing of public vehicles is prohibited without the express permission of the municipal jurisdiction or the owner of the vehicle.
5. Production vehicles should not park or block driveways without the express permission of the municipal jurisdiction or the driveway owner.
6. Cast and crew meals should be confined to the area designated in the location agreement or permit. Individuals must eat within their designated meal area, during scheduled crew meal times. All trash must be disposed of properly upon completion of the meal.

7. Removal, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
8. Proper receptacles must be utilized for all disposal paper goods and utensils used during the course of the working day.
9. All signs erected or removed for filming purposes will be removed or replaced upon completion of a specified location unless otherwise stipulated by the location agreement or permit. All signs posted to direct the company to various locations should be removed at the conclusion of the filming and/or taping.
10. The company should keep noise levels as low as possible.
11. Articles of clothing that do not display common sense and good taste should not be worn by crew members. Shoes and shirts must be worn at all times, unless otherwise directed.
12. Crew members should not display signs, posters or pictures on vehicles that do not reflect common sense or good taste (i.e., pin-up posters, etc.).
13. No trespassing onto adjacent neighbors' or merchants' property is allowed; the crew members must remain within the boundaries of the property that has been permitted for filming.
14. The cast and crew should not bring guests or pets to the location, unless expressly authorized in advance by the company.
15. All catering, crafts service, construction, strike and personal trash must be removed from the specified location.
16. Designated smoking areas must be observed and cigarettes must be extinguished in appropriate containers.
17. Cast and crew must refrain from the use of lewd or improper language within earshot of the general public.
18. The company should comply at all times with the provisions of the filming permit.

EXHIBIT A
APPLICATION FOR COMMERCIAL FILMING/TAPING
IN THE
VILLAGE OF WESTERN SPRINGS
WESTERN SPRINGS, ILLINOIS

(date)

Enclosed is the application to film _____
in the Village of Western Springs.

A. BACKGROUND

1. Information:

Name of Production Company: _____

Address: _____

City, State, Zip Code: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Name of Producer: _____ Phone Number: _____

Name of Director: _____ Phone Number: _____

2. Name of Location Coordinator (if such person does not reside within fifty (50) miles of the Village of Western Springs, identify Illinois Film Office representative as well):

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Address: _____

3. Type of Production: (i.e. commercial, feature film, film scene, training film etc.):

4. Production schedule (dates and times): _____

5. Allowances for weather or other conditions beyond producer's control will be made after consultation with the Village Manager's office.

6. Proposed location(s) of production: _____

7. General description of script or content of production as well as any special effects: _____

8. Anticipated need for Village personnel, equipment, and/or property: _____

9. How many days and what hours will the company be in Village/building/site? _____

10. Will there be an advance group coming in to prepare the site for the film crew? _____

11. How many people do you expect to be involved with the production? _____

12. Is an assembly or staging area required for equipment or personnel? _____

13. Where will the production vehicles park? _____

14. Will an external power source be used for lighting or will access be required to an internal source? _____

15. Will there be alterations to the property? _____

16. Will any areas be closed off to the public? _____

17. Where will the cast and crew be provided meals? _____

18. What is the best point of access for the filmmakers and their equipment? _____

19. How soon will things be restored if necessary? _____

B. INSURANCE

The applicant shall attach a certificate of insurance, naming the Village of Western Springs and its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents, and representatives as additional insured, in the amount of \$2,000,000 general liability, including bodily injury and property damages, and automobile liability (if applicable) in the amount of \$2,000,000 including bodily injury and property damage. Such certificate shall include the following language: The Village of Western Springs, its corporate authorities, officers, officials, boards, commissions, employees, attorneys, agents, and representatives are made additional insurers with respect to any and all claims which arise out of, or are in any way related to, the operations of (the film maker) while present in the Village of Western Springs.”

The applicant shall also attach proof that the appropriate worker’s compensation and employer’s liability insurance have been provided for the employees of the filming company.

Certificate attached _____
(initials)

C. DISCUSSION WITH PROPERTY OWNERS

The applicant shall provide a short written description of and schedule for the proposed production to the owners and residents of each property in the affected neighborhood (as defined by boundaries set by the Village Manager). The applicant will also attach the Code of Conduct to the written description. The applicant shall communicate with owners and residents of all such property and submit as part of this application a report noting any owner or resident reaction along with the addresses and phone numbers of all such property owners and residents.

Report attached _____
(initials)

D. HOLD HARMLESS AGREEMENT

The applicant shall sign the Hold Harmless Agreement with the Village of Western Springs holding the Village harmless of any claim that may arise from their use of designated public property, right-of-way, or equipment in conjunction with the permitted use.

I certify that I represent _____ (“The Company”) that will be performing the filming or taping at the locations specified on this permit application. I further certify that the company will perform in accordance with the directions and specifications of the Village of Western Springs, and that, to the fullest extent permitted by law, the Company agrees to defend, indemnify and hold harmless the municipality, its officials, agents and employees against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the municipality, its officials, agents and employees, arising in whole or in part of in consequence of the performance of this work by the Company, its employees, or subcontractors, or which may in anyway result therefore, except that arising out of the sole legal cause of the municipality, its agents or employees, the Company shall, at its own expense, appear, defend and pay all charges of attorneys and all cost and other expenses arising therefore or incurred in connection therewith, and, if any judgment shall be rendered against the municipality, its officials, agents and employees, in any such action, the Company shall, at its own expense, satisfy and discharge the same.

The Company expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Company, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the municipality, its officials, agents and employees as herein provided.

The Company further agrees that to the extent that money is due the Company by virtue of this contract as shall be considered necessary in the judgment of the municipality, may be retained by the municipality to protect itself against said loss until such claims, suites, or judgments shall have been settled or discharged and/or evidence to that effect shall have been furnished to the satisfaction of the municipality.

Signed: _____

Title Date

E. MISCELLANEOUS

Specify any other circumstances, conditions, or anticipated needs not covered in this application:

The producer or representative shall sign this application and upon favorable consideration of this application, the Village shall issue a permit for the production activity subject to the aforesaid conditions and any others as may be reasonably required by the Village.

I have read, understand, and agree to abide by the terms and conditions outlined in this application.

Signed: _____

(print name)

Title

Date

Approved:

Village Manager

Date

EXHIBIT B.

Sample Letter

FILMING NOTICE

Date

Dear Neighbors:

Production Company will be filming scenes for an upcoming commercial in your neighborhood on DAY, DATE. Filming will take place at ADDRESS between the hours of XX – XX.

In order to park necessary vehicles and equipment for filming, streets will be posted with NO PARKING/TOW ZONE signs at the following times:

DAY, DATE AND TIME
ADDRESS

We are working with the Village of Western Springs to ensure a safe and positive filming experience. We look forward to filming in your neighborhood, and thank you in advance for your cooperation. If you have any special needs or concerns, please do not hesitate to call me at the number listed below.

Sincerely,

Name
Location Manager
Phone

All letters should be dated, on company letterhead and include the following:

Name of project
Location of filming
Prep/filming/wrap dates
Times/streets to be posted
Production company phone number and contact names

**LICENSE AND INDEMNIFICATION AGREEMENT
FOR TEMPORARY USE OF A PUBLIC RIGHT-OF-WAY
FOR FILM / VIDEO PRODUCTION ACTIVITIES**

[Address: _____]

This License and Indemnification Agreement (“Agreement”) has been entered into this ___ day of _____, 20___, by and between the Village of Western Springs, an Illinois municipal corporation (the “Village” or “Licensor”) and _____ d/b/a _____ (the “Licensee” or “Authorized User”) of _____, in regard to the following:

WHEREAS, the Village owns a certain public street and underlying land commonly known as Burlington Avenue between _____ Avenue/Road/Street and _____ Avenue/Road/Street in Western Springs, Cook County, Illinois, as shown on the Sidwell map attached as **Exhibit “A”** hereto and made a part hereof (the “Licensed ROW Area”); and

WHEREAS, the Licensee seeks permission to conduct filming activities for a television program, movie and/or documentary production (“Approved Uses”) in the following Village-owned building(s) and/or on certain Village-owned property(ies) located at: _____, Western Springs, Cook County, Illinois (hereinafter referred to as the “Property”). The Licensee agrees that the grant of access to the Property shall be temporary, conditioned upon payment of the required Village fees and costs, and governed by the terms of this Agreement, the Village’s Administrative Procedures for Commercial Filming and Taping, and the provisions of Title 3 (Business Regulations), Chapter 13 (Regulation of Commercial Filming and Taping) of the Western Springs Municipal Code; and

WHEREAS, in exchange for payment of the required fees and costs, the Licensor grants to the Licensee, its employees, crew members, actors, agents and contractors, temporary access to enter upon and use the Property for the Approved Uses as follows:

- A. Location(s): _____.
- B. Dates of Access: _____, 20___ to _____, 20___.
- C. Hours of Access: _____ a.m./p.m. to _____ a.m./p.m.
- D. Topic of the television program, movie and/or documentary production: _____.

The Licensee desires to use the Licensed ROW Area for the purposes of filming a television program, movie and/or documentary production, as shown on Site Plan prepared by the Licensee and approved by the Village, a copy of which is attached as **Exhibit “B”** hereto and made a part hereof; and

WHEREAS, this Agreement is required by Section 4-1-9(J) of the Western Springs Municipal Code and is a necessary inducement for the Village to allow the Licensee the use of a portion of the public right-of-way for the purposes stated in this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for the mutual promises hereinafter set forth, and for other good and valuable consideration the sufficiency of which is acknowledged, the Village grants the Licensee a license for the temporary use of the Licensed ROW Area to operate and maintain a beer and wine tent and alcoholic beverage sales/consumption area in accordance with the following terms and conditions:

1. Term and License Fee. The Village authorizes the temporary, non-exclusive use of the Licensed ROW Area by the Licensee to conduct the Approved Uses as set forth on the Site Plan (Exhibit "B"). The Licensee agrees that the grant of access to the Property shall be temporary, conditioned upon payment of the required Village fees and costs, and governed by the terms of this Agreement, the Village's Administrative Procedures for Commercial Filming and Taping, and the provisions of Title 3 (Business Regulations), Chapter 13 (Regulation of Commercial Filming and Taping) of the Western Springs Municipal Code. This Agreement shall automatically terminate once the temporary use period expires, except that the release, hold harmless and indemnification provisions of Section 10 of this Agreement shall remain in full force and effect through the expiration of any applicable statute of limitation period that applies to all claims and causes of actions of any kind that could be or are brought against the Village or the Village's Affiliates (as defined below) that arise out of or relate to any matters covered by this Agreement, including the approval of this Agreement by the Village. In addition, the obligations of the Licensee set forth in Section 4 (Care and Maintenance of Premises) and Section 5 (Restoration of Premises) shall survive the termination of this Agreement until those obligations are fully satisfied by the Licensee.

2. Condition of Premises. By taking possession of the Licensed ROW Area, the Licensee accepts the Licensed ROW Area in its "AS-IS, WHERE-IS" condition. The Licensee acknowledges that it has inspected the Licensed ROW Area and acknowledges that it is in good condition. The Village makes no representations or warranty with respect to the condition of the Licensed ROW Area. The Licensee acknowledges that the Village has made no representations or promises to Licensee to alter, repave or otherwise improve the condition of the Licensed ROW Area.

3. Use. The Licensee shall be permitted to temporary, non-exclusive use of the Licensed ROW Area to conduct the Approved Uses. The Licensee's use shall comply with all statutes, ordinances, requirements and laws (including environmental laws and regulations) of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Licensed ROW Area.

4. Care and Maintenance of Premises. The Licensee shall, at its own expense and at all times, be responsible for maintaining the Licensed ROW Area in good condition and free from litter and other debris generated by the Approved Uses. The Licensee shall, at its own expense, hire personnel to clean up all litter and debris attributable to the Licensee's use of the Licensed

ROW Area, to wash the Licensed ROW Area in order to remove any dirt, food or drink residue, and to repair or replace any damaged public or private property caused during the Approved Uses.

5. Restoration of Premises. Upon termination of this Agreement by lapse of time or otherwise, the Licensee, at its own expense, shall return and restore the Licensed ROW Area to as good condition as pre-dated this Agreement, ordinary wear and tear excepted. The Village Manager shall direct the Licensee to make such repairs and restorations as the Village deems necessary in order to restore the Licensed ROW Area to its previous condition. In the event that the Property or other public or private property sustain damage due to any acts or omissions by the Licensee or its employees, crew members, actors, agents, contractors or any individual under its control or direction on the Property or any third parties or members of the public or spectators, the Licensee agrees to either repair the damage with like-kind materials approved by the Village Manager or to pay for any repairs to restore the damaged or altered property to its condition prior to the Licensee's use, to the satisfaction of the Village Manager.

6. Compliance with Laws. The Licensee's use of the Licensed ROW Area is contingent upon its continuing compliance with all federal, state, county and Village laws, ordinances and regulations relative to the Approved Uses including, but not limited to:

- a. Compliance with all other applicable provisions and regulations of the Western Springs Municipal Code of 1997, as amended.
- b. Compliance with the Village-approved Site Plan.
- c. Village's Municipal Code, the Village's Administrative Procedures for Commercial Filming and Taping.
- d. Specific directions of the Village Manager, the Village's Chief Code Enforcement Officer and the Director of Law Enforcement and/or their designees.

7. Interference With Access. The Licensee represents and warrants that its use of the Licensed ROW Area shall not interfere in any way with the use of the remaining public rights-of-way owned by the Village, the State or the County. The Licensee shall maintain within the Licensed ROW Area adequate, unobstructed access pathways and open areas for pedestrian foot traffic and access by police / fire / emergency medical / ambulance personnel and vehicles. In the event that any Village official, firefighter or law enforcement officer provides written or verbal notice of a failure to maintain adequate, unobstructed access or pathways or open space areas necessary for safe pedestrian foot traffic and access by police / fire / emergency medical / ambulance personnel and vehicles within the Licensed ROW Area, the Licensee agrees to take immediate actions to remedy such situation. Upon a failure to immediately remedy such situation to the satisfaction of the Village, the Village, in its discretion, may either immediately terminate this Agreement and demand the immediate cessation of all activities on the Licensed ROW Area or may relocate any vehicles, fences, enclosures, tents, structures, equipment or other personal property associated with the beer and wine tent or the alcoholic beverage sales/consumption area in order to remedy such situation.

8. Assignment and Subletting. This Agreement may not be assigned or subletted by Licensee without the prior written consent of the Village, which may be withheld in the Village's sole discretion. In the event of the Licensee's unauthorized assignment or subletting, this Agreement shall immediately terminate.

9. Village Entry and Inspection. The Village and the Village's employees, agents, representatives and volunteers are authorized to enter upon the Licensed ROW Area, at any time and with or without prior notice, for all purposes, including but not limited to inspection of the set-up, operation and removal of the beer and wine tent and the alcoholic beverage sales/consumption area, and inspection of any other activities being conducted at or associated with the Approved Uses.

10. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification. The Licensee covenants and agrees as follows:

A. **Defend, Hold Harmless and Indemnification.** Licensee and its assigns agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Village of Western Springs and the Village Affiliates from any and all liability, losses, causes of action, claims, actions for bodily injury, death, illness or property damage, patent claims, trade mark/copyright/service mark/intellectual property infringement claim, debts and demands, judgments and lawsuits of any kind and nature, including costs, expenses and attorneys' fees, which may in any way be brought or accrue against the Village or its Affiliates, as a result of, arising out of or relating in any way to the use of the Property or the Approved Uses that are conducted on the Property or the use of Licensee's equipment, or any other acts or omissions of _____ (insert Licensee name) and its employees, crew members, actors, agents, contractors or any individual under its control or direction on the Property or any third parties or members of the public or spectators arising out of or relating to the use of the Property. The Licensee shall, at its own expense, appear, defend and pay all fees, expenses and costs of defense counsel for the Village and the Village Affiliates and all litigation costs and other expenses, including but not limited to any prevailing attorney fee and expense awards, as covered by this provision, and, if any judgment shall be rendered against the Village or the Village Affiliates in any such action or any settlement is agreed upon, the Licensee shall, at its own expense, satisfy and pay the same.

B. **Risk Of Injury.** Licensee assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its employees, patrons or members of the public may sustain arising out of or relating to the Approved Uses or the use of the Licensed ROW Area or any other public rights-of-way in the Village that are used for or to access.

C. **Waiver Of Claims.** Licensee agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, employees, volunteers and agents may have against the Village and the Village Affiliates arising out of or relating to the

Approved Uses or the use of the Licensed ROW Area or any other public rights-of-way in the Village that are used for or to access the Licensed ROW Area and the Property.

- D. **Release From Liability.** Licensee fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which Licensee or its officers, employees, volunteers, agents, patrons or members of the public may have or which arise out of or relate to the Approved Uses or the use of the Licensed ROW Area or any other public rights-of-way in the Village that are used for or to access the Licensed ROW Area and the Property.

11. Insurance. During the term of this Agreement, the Licensee agrees to have the Village and the Village Affiliates expressly named as additional insureds on its insurance policies in its endorsements and on its certificates related to the operation of the Approved Uses for the purposes stated herein. The Licensee shall provide the following types of insurance, written on the comprehensive form and as an “occurrence” policy, in not less than the following amounts:

- A. Comprehensive General Liability - \$1,000,000 per occurrence and \$2,000,000 per aggregate, with a \$1,000,000 umbrella policy.
- B. Property Damage - \$1,000,000 per occurrence.
- C. Workers’ Compensation – Statutory.
- D. All insurance coverage limits are subject to increase, depending upon the nature of the film production activities (e.g., pyrotechnics and other high risk stunt activities).

The Licensee shall furnish certificates of insurance (and policies if requested), with premium paid in full, prior to the effective date of this Agreement, copies of which are incorporated herein by reference as **Exhibit “C”** hereto and made a part hereof. Licensee shall provide the Village with satisfactory proof of the above insurance requirements in the form of a certificate executed by an insurer with no less than an A rating by the most recent “AM Best Insurance Rating Guide.” The Village shall have the right to approve the coverage and carrier, which approval shall not be unreasonably withheld. The Licensee shall also carry, during the life of this Agreement, a Worker’s Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Licensee’s policy or policies of insurance shall specifically recognize and cover the Licensee’s indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Licensee shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Licensee’s insurance.

All Certificate(s) of Insurance shall contain the following endorsement:

“Should any of the above-described policies be canceled before the expiration date thereof, the issuing company shall serve thirty (30) days prior written notice to the Village.”

In the event of the cancellation of any insurance policy required herein, or upon the Licensee’s failure to procure said insurance, the Village shall have the right to immediately terminate this Agreement. The insurance coverage of Licensee shall be primary to the Village’s own insurance.

12. Alterations. The Licensee shall not, without first obtaining the written consent of the Village, make any alterations, additions or improvements to the Licensed ROW Area, which consent may be withheld in the discretion of the Village. All alterations and additions to the Licensed ROW Area, whether temporary or permanent in character and whether made or paid for by Licensee or the Village, shall, without compensation to Licensee, become the Village’s property upon installation on the Licensed ROW Area and shall, unless the Village requests their removal, be relinquished to the Village in good condition, ordinary wear and tear excepted, at the termination of this Agreement by lapse of time or otherwise.

Alterations shall be installed in a workmanlike manner with quality, high-grade materials. The Licensee shall pay for all alteration work. Upon completion of all alteration work, the Licensee shall pay all costs for said alterations and furnish the Village with full and final waivers of lien and receipts for bills, covering all labor and materials expended and used to complete said alterations. The Licensee shall not permit any mechanics lien to be filed against the Licensed ROW Area and agrees to indemnify and hold the Village harmless against any such liens and all damages, costs, expenses and attorneys’ fees in connection with the Village’s involvement with resolving the mechanics lien dispute, including any legal or consultant fees associated with the settlement of, removal from title or payment of the lien.

It is expressly understood by the Licensee and its agents that if Licensee performs any alterations to the Licensed ROW Area, the Licensee agrees to indemnify, hold harmless, release, waive, assume the risk and defend the Village and the Village Affiliates from any and all liabilities, costs, expenses, damages, claims or causes of action of any kind, including but not limited to death, illness, injuries, damages and losses which any person, including the Licensee or its officers, employees, volunteers, agents, contractors, subcontractors, patrons or members of the public may have or which arise out of, are connected with or are in any way associated with the construction or performance of the alterations of the Village’s Licensed ROW Area to the full extent possible under the provisions of this Section 12 and Section 10 (Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification).

Licensee shall furnish the Village with certificates of insurance from all contractors performing labor or furnishing materials in connection with said alteration work, insuring the Village and the Village Affiliates against any and all liabilities that may arise out of or be connected with said alteration work, in conformance with the insurance amounts and other requirements set forth in Section 10 above and this Section 12.

13. Default. Each of the following acts or omissions of the Licensee or occurrences shall constitute an “Event of Default”:

- A. Failure or refusal by Licensee to comply with any of the obligations of Licensee set forth in this Agreement; or
- B. The entry of a decree or order for relief by a court having jurisdiction over the Licensee in an involuntary case under the federal bankruptcy, insolvency or other similar law, or appointing a receiver, liquidation, assignee, custodian, trustee or any guarantor of Licensee’s obligations hereunder; or
- C. The commencement by Licensee of a voluntary case under the federal bankruptcy laws, or any other applicable federal or state bankruptcy, insolvency or other similar law; or
- D. Cancellation of the Approved Uses without a rescheduled date.

14. Village’s Remedies on Default. If the Licensee defaults in the performing of any of the other covenants or obligations hereof, or in the occurrence of any Event of Default, the Village shall give the Licensee written or verbal notice of such default, and if the Licensee does not immediately cure any such default or take immediate actions to cure such default, then the Village may terminate this Agreement. Upon termination of this Agreement, the Licensee shall promptly remove its personal property, equipment, and inventory of food, beer, wine and materials from the Licensed ROW Area.

15. Non-Waiver. Failure by the Licensee or the Village to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but the Licensee and the Village shall have the right to enforce the terms and conditions of this Agreement at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

16. Attorney’s Fees. In case suit should be brought by the Village for recovery of the Licensed ROW Area, or because of any act, which may arise out of the possession of the Licensed ROW Area, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys’ fees and litigation fees and expenses.

17. Option to Renew. The temporary, non-exclusive license created by this Agreement is not renewable and a new license is required for subsequent Approved Uses.

18. Notices. Any notice which either Party may or is required to give shall be given by hand delivery or mailing the same by facsimile, electronic delivery or United States Registered or Certified Mail, postage prepaid, to Licensee at: _____ or to the Village at 740 Hillgrove Avenue, Attention Village Manager, Western Springs, Illinois 60558, or to such other places as may be designated by the Parties from time to time.

19. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

20. Right to Terminate. The Village may terminate this Agreement at any time and for any reason upon written notice or verbal notice to the Licensee. The Licensee agrees that, in the event the Village exercises its right to terminate this Agreement, the Licensee agrees to restore the Licensed ROW Area to its condition as of the Approved Uses Date, as required by Section 5. If this Agreement is terminated for any reason by the Village, the temporary, non-exclusive license to use the Licensed ROW Area shall terminate at the same time.

21. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois and the Parties consent to the *in personam* jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

22. Complete Defense. It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Village as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee or by a third party in connection with or on account of any of the matters set forth in this Agreement. The Parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

23. Authority to Bind. The Parties warrant and represent that the execution, delivery of and performance under this Agreement is pursuant to authority, validly and duly conferred upon the Parties and the signatories hereto.

24. Effective Date: This Agreement shall become effective upon the date of execution by the last signatory below.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument as of this _____ day of _____, 20__.

VILLAGE OF WESTERN SPRINGS

LICENSEE

By: _____
Village President

By: _____
Authorized Representative

Date: _____, 20__

Date: _____, 20__

Exhibit C.

Exhibit "A"

Sidwell Map of Licensed ROW Area

(attached)

Exhibit C.

Exhibit "B"

Site Plan

(attached)

Exhibit C.

Exhibit “C”

Insurance Certificate(s)

(attached)

LICENSE TO USE VILLAGE BUILDING / PROPERTY AND INDEMNITY AGREEMENT (Short Form)

This License to Use Village Building / Property and Indemnity Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by and between the VILLAGE OF WESTERN SPRINGS, an Illinois municipal corporation ("Village") and _____, d/b/a _____, an _____ corporation/limited liability company/partnership ("Authorized User"), located at _____

(Insert Address).

WHEREAS, the Authorized User seeks permission to conduct filming activities for a television program, movie and/or documentary production in the following Village-owned building(s) and/or on certain Village-owned property(ies) located at: _____, Western Springs, Cook County, Illinois (hereinafter referred to as the "Property"). The Authorized User agrees that the grant of access to the Property shall be temporary, conditioned upon payment of the required Village fees and costs, and governed by the terms of this Agreement, the Village's Administrative Procedures for Commercial Filming and Taping, and the provisions of Title 3 (Business Regulations), Chapter 13 (Regulation of Commercial Filming and Taping) of the Western Springs Municipal Code; and

WHEREAS, the President and Board of Trustees of the Village have the legal authority to grant a license to the Authorized User for the right of temporary access to the Property for the purpose of the filming and/or film-related activities ("Approved Uses") and that to do so is in the best interests of the Village and its residents, business owners and property owners.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each Party to the other contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. In exchange for payment of the required fees and costs, the Village grants to the Authorized User, its employees, crew members, actors, agents and contractors, temporary access to enter upon and use the Property for the Approved Uses as follows:

- A. Location(s): _____.
- B. Dates of Access: _____, 20__ to _____, 20__.
- C. Hours of Access: _____ a.m./p.m. to _____ a.m./p.m.
- D. Topic of the film/television/documentary program: _____.

2. The Authorized User agrees that it will conduct the Approved Uses and all of its related activities in accordance with the applicable regulations of the Village's Municipal Code, the Village's Administrative Procedures for Commercial Filming and Taping, and the specific directions of the Village Manager, the Village's Chief Code Enforcement Officer and the Director of Law Enforcement, and/or their designees.

3. The Authorized User agrees not to identify the Village of Western Springs as the location of the scene during the filming or in the final produced video or film, including any narration or credits associated with the final produced video or film, unless authorized by the Village Manager. The Authorized User also agrees not to include in the film or video any distinct landmarks and/or other unique identifiers that would indicate or identify the Village of Western Springs as the film location, unless authorized by the Village Manager.

4. The Authorized User agrees that the Property being made available is in "AS-IS, WHERE-IS" condition, and that the Village makes no warranties or representations of any kind in regard to the condition of the Property. The Authorized User is not permitted to make temporary or permanent alterations or changes to the Property, unless specifically approved in advance and in writing by the Village Manager. In the event that the Property or other public or private property sustain damage due to any acts or omissions by the Authorized User or its employees, crew members, actors, agents, contractors or any individual under its control or direction on the Property, or any third parties or members of the public or spectators, the Authorized User agrees to either repair the damage with like-kind materials approved by the Village Manager or to pay for any repairs to restore the damaged or altered property to its condition prior to the Authorized User's use, to the satisfaction of the Village Manager.

Exhibit D.

5. The undersigned representative of _____ (insert Authorized User Name) represents and warrants that he/she is authorized to execute this indemnification and release on behalf of _____ (Insert Authorized User Name) and agrees, for the Authorized User and its assigns, to FULLY AND FOREVER RELEASE AND DISCHARGE the Village of Western Springs and its current/former/future appointed and elected officials and officers, President and Board Trustees, employees, volunteers, engineers, attorneys and agents ("Village Affiliates") from all liability, losses, causes of action, claims, actions for bodily injury, death, illness or property damage, patent claims, trade mark/copyright/service mark/intellectual property infringement claims, debts and demands, judgments and lawsuits of any kind and nature, including costs, expenses and attorneys' fees, brought against or suffered by _____ (Insert Authorized User Name), its employees, crew members, actors, agents, contractors or any individual under its control or direction on the Property, or any third parties or members of the public or spectators, as a result of, arising out of or relating in any way to the use of the Property or the Approved Uses that are conducted on the Property or the use of Authorized User's equipment, or any other acts or omissions of _____ (Insert Authorized User Name) and its employees, crew members, actors, agents, contractors or any individual under its control or direction on the Property, or any third parties or members of the public or spectators arising out of or relating to the use of the Property. Prior to filming, the Authorized User shall also provide to the Village satisfactory evidence that it has in place adequate liability insurance coverage applicable to the Approved Uses on the Property.

6. Furthermore, in consideration of the foregoing, the Authorized User and its assigns agree to DEFEND, INDEMNIFY AND HOLD HARMLESS the Village of Western Springs and the Village Affiliates from any and all liability, losses, causes of action, claims, actions for bodily injury, death, illness or property damage, patent claims, trade mark/copyright/service mark/intellectual property infringement claim, debts and demands, judgments and lawsuits of any kind and nature, including costs, expenses and attorneys' fees, which may in any way be brought or accrue against the Village or its Affiliates, as a result of, arising out of or relating in any way to the use of the Property or the Approved Uses that are conducted on the Property or the use of Authorized User's equipment, or any other acts or omissions of _____ (Insert Authorized User Name) and its employees, crew members, actors, agents, contractors or any individual under its control or direction on the Property or any third parties or members of the public or spectators arising out of or relating to the use of the Property. The Authorized User shall, at its own expense, appear, defend and pay all fees, expenses and costs of defense counsel for the Village and the Village Affiliates and all litigation costs and other expenses, including but not limited to any prevailing attorney fee and expense awards, as covered by this provision, and, if any judgment shall be rendered against the Village or the Village Affiliates in any such action or any settlement is agreed upon, the Authorized User shall, at its own expense, satisfy and pay the same.

7. This Agreement relates to activities to be performed within the State of Illinois. This Agreement is interpreted, construed and governed by the applicable statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois or the United States Federal District Court (Chicago), and the Parties consent to the *in personam* jurisdiction of said courts for any such action or proceeding.

8. In the event any term of provision of this Agreement shall be held illegal, invalid or unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect. A signed copy of this Agreement transmitted by facsimile or email shall constitute an original.

9. This Agreement shall be binding upon the Parties and their successors in interest. This Agreement shall not be assigned or sublet by the Authorized User without the written consent of the Village, which may be withheld by the Village in its sole discretion.

The undersigned representatives have read this License and Indemnity Agreement and sign the same as duly authorized representatives of Authorized User and the Village of Western Springs. The terms of this Agreement contain the entire agreement between the Parties hereto.

VILLAGE OF WESTERN SPRINGS

AUTHORIZED USER

By: _____

By: _____

Exhibit D.

Village Manager

Authorized Representative

Date: _____

Date: _____



Exhibit E.

VILLAGE OF WESTERN SPRINGS
Schedule of Fees for Commercial Filming and Taping

Permit Application	\$75.00
Village Reimbursement Deposit Fee	\$2,000.00 (small production)
	\$10,000.00 (large production)
Public Building Usage	\$500.00 (per day)
Additional hours for public building use	\$75.00 per hour
Total closure of a public street, park area or right of way	\$75.00 per hour
Partial closure of public street, park or right-of-way	\$50.00 per hour
Personnel	Hourly rate x number of hours
Use of Village of equipment and vehicles	Starting at \$50.00 per hour