DEAL BOROUGH

EVENT APPLICATION FORM

* CONTACT NAME: _____

* CONTACT ADDRESS: _____ * TEL. NO. :_____

_____ FAX NO. :_____

EMAIL ADDRESS: _____

*ORGANIZATION NAME:_____ * EVENT DATE: _____

*EVENT LOCATION: _____

*EVENT DESCRIPTION: _____

_____

_____

_____

**** (PLEASE INCLUDE MAP AND/OR SKETCH SHOWING EVENT LOCATION WITH LIMITS/BOUNDARIES)**

*EVENT START TIME: _____ ☐ AM ☐ PM END TIME:_____ ☐ AM ☐ PM

*PLEASE ANSWER EACH OF THE FOLLOWING QUESTIONS. PLEASE CIRCLE

1. WILL YOUR ORGANIZATION BE RUNNING THE EVENT? YES NO N/A
   IF NO PLEASE PROVIDE NAME OF GROUP RUNNING EVENT ALONG WITH ALL CONTACT INFORMATION.
2. WILL YOUR EVENT REQUIRE ANY STREET, PARKS AND/OR MUNICIPAL LOT CLOSINGS? YES NO N/A
3. WILL YOUR EVENT REQUIRE POLICE COVERAGE? YES NO N/A
4. WILL EVENT REQUIRE BARRICADES AND/OR CONE SETUP/REMOVAL? YES NO N/A
5. WILL YOUR ORGANIZATION PROVIDE ALL NECESSARY GARBAGE COLLECTION AND DISPOSAL? YES NO N/A
6. WILL YOUR ORGANIZATION REQUIRE STREET CLEANING FOLLOWING EVENT? YES NO N/A
7. WILL YOUR EVENT CONTAIN ANY FOOD VENDORS? YES NO N/A
   IF YES, PROVIDE THE FOLLOWING:
   a. NAME AND CONTACT OF VENDOR. ***TEMPORARY RETAIL FOOD LICENSE REQ.***
   b. COOKING TYPE, I.E. (PROPANE, CHARCOAL, ELECTRIC, ETC.) ***FIRE PREVENTION PERMIT REQ.***
8. WILL YOUR EVENT CONTAIN ANY TYPE OF RIDES? YES NO N/A
   IF YES, PLEASE PROVIDE NAME AND CONTACT OF VENDOR.
9. WILL YOUR EVENT CONTAIN ANY SPECIAL TYPE OF EQUIPMENT, LIVE ANIMALS, ETC.? YES NO N/A
   IF YES, PLEASE PROVIDE NAME AND CONTACT OF VENDOR.
10. WILL YOUR EVENT CONTAIN TENTS OR OTHER TYPE STRUCTURES? ***FIRE PREVENTION PERMIT REQ.*** YES NO N/A
11. WILL YOUR EVENT REQUIRE THE USE OF PORTABLE GENERATORS? ***FIRE PREVENTION PERMIT REQ.*** YES NO N/A
12. ESTIMATED ATTENDANCE EXPECTED?

REGULATIONS

- Application(s) must be sent to DEAL BOROUGH Municipal Clerks' Office - 190 Norwood Avenue, Deal, NJ 07723. A minimum of thirty (30) days but no earlier than six (6) months prior to event date;
- Event Location availability will be based on the order of the date application is received and approved;
- Certificate of Insurance must be provided for all events;
- A Site Map/Event layout sketch must be attached to application delineating event limits and boundaries;
- No event shall contain material which in any way is considered to be offensive, obscene, inappropriate or political in nature. Deal Borough reserves any and all right to deny any application based on its offensive, obscene, inappropriate or political content.
- Applicant is responsible to provide all required documents along with $100 application fee and escrow if necessary;
- All sections containing * must be completed. All uncompleted applications will be returned to organization.

***Applicant Signature Required_____* Date: _____**

By signing this application, applicant acknowledges that he/she has read and fully understands all of the above conditions.

MUNICIPAL CLERK	DATE RECEIVED : _____	SIGNATURE : _____	DATE:_____

	DISTRIBUTION LIST	DATE	SIGNATURE	COMMENTS
	BEACHES/PARKS & RECREATION			
	PUBLIC WORKS			
	POLICE			
	FIRE DEPT/FIRE OFFICIAL			
	BUILDING			

DEAL BOROUGH

HOLD HARMLESS/INDEMNIFICATION AGREEMENT

The undersigned for himself/herself/itself and his/her/its personal representatives, assignees, predecessors, successors, agents, partners, members, affiliated corporations or entities, and subsidiaries, agree to, hereby indemnify and hold harmless DEAL BOROUGH ("BOROUGH"), as well as respective employees, appointed officials, agents, volunteers or other representatives with respect to, any and all past, present and future actions, claims, suits, demands, rights, causes of action, damages, costs, losses, liabilities, losses, expenses, fees (including, but not limited to, reasonable attorneys' fees) and other harm, accident, breach, or injury caused, of whatever kind or nature, known or unknown, arising out of or incurred as a result of their event:

_____

Name of Vendor/Organization

_____

Member In Charge Name (Print)

_____

Contact Information (Telephone #, Email Address)

_____

Event Name and Date

All of the terms and conditions of this Agreement are confidential. The parties hereto mutually acknowledge and agree that they will not disclose any of the information contained in this Agreement to any other person or entity and that they will not use any of said information to the detriment of the other. The breach of the confidentiality covenants of this Agreement by any party or parties thereto will be deemed to have caused immediate and irreparable harm to the other party or parties. Thus, in the event of such breach of confidentiality, the harmed party or parties shall be entitled to obtain temporary and/or permanent restraining orders, preliminary and/or permanent injunctions against violation of said confidentiality covenants without the requirement of posting a bond and without any requirements of notice to the other. Furthermore, in the event that the breach of the confidentiality covenants of this Agreement cause any damage to a party or parties hereto, said party or parties shall be entitled to recover such damages as may be appropriate.

In the event that any dispute arises under this Agreement, then the parties shall in good faith attempt to resolve such dispute themselves, and if they are unable to do so, then the matter shall be submitted to binding arbitration in Monmouth County, New Jersey. The prevailing party in any such arbitration shall be entitled to collect from the other parties all costs and expenses, including attorneys' fees and expert witness fees incurred in the enforcement of this Agreement.

Sworn and subscribed to before me this

_____day of _____, 20___

_____

Print Name and Title of Authorized Rep

_____

Notary Public (Print Name)

_____

Signature of Authorized Rep

_____

Signature of Notary Public

[SEAL]

BOROUGH OF DEAL, NJ Founded 1898

MAYOR
SAMUEL M. COHEN
Department of Public Affairs and Public Safety
MAYOR@DEALNJ.GOV

COMMISSIONER
DAVID SIMHON
Department of Public Works, Parks & Beaches and Public Property
DSIMHON@DEALNJ.GOV

COMMISSIONER
JACK A. KASSIN
Department of Revenue and Finance
JKASSIN@DEALNJ.GOV

JO ANNA MYUNG, MUNICIPAL CLERK/INTERIM BOROUGH ADMINISTRATOR, CLERK@DEALNJ.GOV

EVENT, FILM AND PHOTOGRAPHY PERMIT INFORMATION

Permit is required for taking of commercial still photography, motion pictures on film, videotape or similar recording medium, for any purpose intended for viewing on television, theaters or for institutional uses, and events held in the borough.

No permit is required for family videos, photography and news media.

Required documentation:

1. Certificate of Insurance for property damage and bodily injury in the amount of $1,000,000.00 and any occurrence in the aggregate amount of $3,000,000.00
2. Hold Harmless and Indemnification agreement – Witnessed signature and certified by Notary Public
3. Separate escrow check for $5000.00 with original signed W-9; protecting and insuring location utilized for filming will be left free of debris, rubbish, equipment, and due observance of all Borough Ordinances, laws, and regulations will be followed. The Borough will return the bond within seven (7) days of completion of filming if there has been no damage to public property or public expense caused by filming. Additional fees as may be required (actual or exact cost/fee for supervision, inspections, staff) will/may be deducted from Escrow*.

REQUIRED NOTICING

Notice to Residents Within 200 Feet Required. Prior to permit issuance and no later than 10 days prior to proposed film date, the applicant shall provide written notice by certified mail, return receipt requested of filming to property owners within 200 feet of the location of the proposed filming. Notice shall include date, time and location of the proposed filming and advise the property owners to contact the Municipal Clerk of the Borough of Deal 190 Norwood Avenue, Deal, NJ 732-531-1454 (clerk@dealnj.gov) if they have any objections. The 200 foot property owners list is available from the Tax Assessor. Send request for street address including Block and Lot with a fee of $10.00 payable to "The Borough of Deal".

In residential zones, filming is permitted Mondays through Fridays from 8:00AM to 8:00PM or sundown, and limited to four days per location per calendar year without a waiver.

All fees MUST be paid in advance. Please make checks payable to: The Borough of Deal. For more information, please contact: Jo Anna Myung - clerk@dealnj.gov or 732-531-1454.

_____Permit Fee: $2,000.00 per day private property and public lands filming

_____Educational purposes or Non-Profit Permit Fee: $50.00 (requires proof of 501(c)(3) status)

_____Expedited Approval (less than (30 days): $250.00

_____Staff (Public Works, Fire, Police): $200 per staff (approximate)*

_____Use of Public Building: $500.00 (Daily Fee)

_____Use of Park or Beach: $500.00/Day for Out-of-Town Applicants; $250/Day for In Town Applicants

_____Street Closing: $500.00 (Daily Fee)

Please attach detailed information on the following (describe on separate sheet):

1. Catering and/or food service provided (description of # served, hot/cold, form of service)
2. Trucks/vehicles/equipment (#, type, generator truck, generators, lighting, bathroom truck, et cetera)
3. Provisions for parking (use of public roads must be approved by Deal Police and Borough Administrator)
4. Any pyrotechnics (vendor must provide separate COI, Hold Harmless Agreement, Fire Official approval, Fire Dept standby crew)

§ 1 Definitions.
As used in this chapter, the following terms shall have the meanings indicated:

FILMING
The taking of still or motion pictures either on film or videotape or similar recording medium, for commercial or educational purposes intended for viewing on television, in theaters or for institutional uses. The provisions of this chapter shall not be deemed to include the "filming" of news stories within the municipality.

MAJOR MOTION PICTURE
Any film which is financed and/or distributed by a major motion picture studio, including but not limited to the following: NBCUniversal, including Peacock; Warner Bros. Discovery, including New Line Cinema, HBO, DC Studios and Castle Rock Entertainment; Paramount Pictures, including Miramax, MTV Films, Showtime, Skydance, Dreamworks and Nickelodeon Movies; Walt Disney Studios, including 20th Century Studios, Searchlight Pictures, Hulu and Marvel Studios; Sony Pictures, including Columbia Pictures, Screen Gems and Tristar Pictures; Amazon MGM Studios; Netflix Studios; A24; any film for which the budget is at least $20,000,000; or any recurrent weekly television series programming.

PUBLIC LANDS
Any and every public street, highway, sidewalk, square, public park, beaches or playground or any other public place within the municipality which is within the jurisdiction and control of the municipality.

§ 2 Permit required.
No person or organization shall film or permit filming on public or on private property where such filming involves the use of public property for the operation, placement or temporary storage of vehicles or equipment utilized in such filming, including, but not limited to, any temporary structure, barricade or device intended to restrict or block off pedestrian or vehicular traffic, without first having obtained a permit from the office of the Municipal Clerk, which permit shall set forth the approved location of such filming and the approved duration of such filming by specific reference to day or dates. Said permit must be readily available for inspection by Borough officials at all times at the site of the filming.
All permits shall be applied for and obtained from the office of the Municipal Clerk during normal business hours. Applications for such permits shall be in a form approved by the Municipal Clerk and be accompanied by a permit fee in the amount established by this chapter in § 10 herein.

If a permit is issued and, due to inclement weather or other good cause, filming does not in fact take place on the dates specified, the Municipal Clerk may, at the request of the applicant, issue a new permit for filming on other dates subject to full compliance with all other provisions of this chapter. No additional fee shall be paid for this permit.

§ 3 Issuance of permits.
No permits will be issued by the Municipal Clerk unless applied for prior to 20 days before the requested shooting date; provided, however, that the Borough Administrator may waive the twenty-day period if, in their judgment, the applicant has obtained all related approvals and adjacent property owners or tenants do not need to be notified.
No permit shall be issued for filming upon public lands unless the applicant shall provide the municipality with satisfactory proof of the following:
Proof of insurance coverage as follows:
For bodily injury to any one person in the amount of $1,000,000 and any occurrence in the aggregate amount of $3,000,000.
For property damage for each occurrence in the aggregate amount of $300,000.
An agreement, in writing, whereby the applicant agrees to indemnify and save harmless the municipality from any and all liability, expense, claim or damages resulting from the use of public lands.
The hiring of Deal off-duty police officer(s), Fire, and DPW for the times indicated on the permit.
Escrow deposit: $5,000
The holder of the 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 Police Department with respect thereto.

§ 4 Interference with public activity; notice of filming.
The holder of a permit shall conduct filming in such a manner 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. Where the applicant's production activity, by reason of location or otherwise, will directly involve and/or affect any businesses, merchants or residents, these parties shall be given written notice of the filming at least three days prior to the requested shooting date and be informed that objections may be filed with the Municipal Clerk, said objections to form a part of applicant's application and be considered in the review of the same. Proof of service of notification to adjacent owners shall be submitted to the Municipal Clerk within two days of the requested shooting date.

§ 5 Refusal to issue permit; employment of patrolmen and electrician.
The Municipal Clerk may refuse to issue a permit whenever the Municipal Clerk determines, on the basis of objective facts and after a review of the application and a report thereon by the Police Department and by other Borough agencies involved with the proposed filming site, that 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.

Further, the Borough reserves the right to require one or more on-site patrolmen in situations where the proposed production may impede the proper flow of traffic, the cost of said patrolman to be borne by the applicant as a cost of production. Where existing electrical power lines are to be utilized by the production, an on-site licensed electrician may be similarly required if the production company does not have a licensed electrician on staff.

§ 6 Appeals.
Any person aggrieved by a decision of the Borough Administrator denying or revoking a permit or a person requesting relief may appeal to the Mayor and Commissioners. A written notice of appeal setting forth the reasons for the appeal shall be filed with the Municipal Clerk.

An appeal from the decision of the Municipal Clerk shall be filed within 10 days of the Clerk's decision. The Mayor and Commissioners shall set the matter down for a hearing within 30 days of the day on which the notice of appeal was filed. The decision of the Mayor and Commissioners shall be in the form of a resolution supporting the decision of the Borough Administrator at the first regularly scheduled public meeting of the Mayor and Commissioners after the hearing on the appeal, unless the appellant agrees in writing to a later date for the decision. If such a resolution is not adopted within the time required, the decision of the Manager shall be deemed to be reversed, and a permit shall be issued in conformity with the application or the relief shall be deemed denied.

§ 7 Waiver of requirements of chapter by Municipal Clerk.
The Municipal Clerk may authorize a waiver of any of the requirements, provisions or restrictions of this chapter if the Clerk determines that a waiver thereof may be granted without endangering the public health, safety and welfare. In determining whether to issue a waiver, the Clerk shall consider the following factors:
Potential traffic congestion at the location.
The applicant's ability to remove the applicant's vehicles and equipment from the public streets or other public property.
The extent to which the applicant is requesting restrictions on the use of public streets or public parking facilities during filming.
The nature of the filming, including whether filming will take place indoors or outdoors, and the proposed hours for filming.
The extent to which the filming may affect adjoining and nearby property owners and occupants.
The Borough's prior experience with the applicant, if any.

§ 8 Copies of permit; inspections.
Copies of the approved permit will be sent to the Police and Fire Departments before filming takes place and to the New Jersey Film Commission. The applicant shall permit the Fire Prevention Bureau or other Borough inspectors to inspect the site and the equipment to be used, if deemed necessary. The applicant shall comply with all safety instructions issued by the Fire Prevention Bureau or other Borough inspectors.

§ 9 Reimbursement of certain costs.
In addition to any other fees or costs mentioned in this chapter, the applicant shall reimburse the Borough for any lost revenue, such as parking meter revenue, repairs to public property or other revenues that the Borough was prevented from earning because of filming.

§ 10 Fees.

CATEGORY	FEE (not to exceed)
Film & Television application fee (non-refundable)	$250
Basic daily film and television project permit (per day private property and public lands filming)	$2,000
Expedited basic filming permit (one-time; with 30 or less days advance notice of the first day of filming)	Additional $250
Basic filming permit for nonprofits, including student films (one-time; no daily rate required)	$50
Use of Public Building, Facilities, Park or Beach	$500/day (Out of Town Applicants) $250/day (In Town Applicants)
Public Safety (Hiring of off-duty police, DPW and fire inspections, according to agreed upon public safety plan)	The municipality's standard hourly rates for police, DPW and fire plus 15% administrative fees
Street closures (Daily Fee)	$500
Properties in background - or used - in shot Daily prep of business that is being "dressed" Daily filming of business that is "dressed"	Fee is negotiated between a production company and a private business or residence
Borough own parking lot fees	Min. $5,000 + Public Safety $1,500 + Public Safety for Residents

§ 11 Violations and penalties.

Any person who violates any provision of this chapter shall, upon conviction thereof, be punished by a fine not exceeding $2,000, imprisonment in the county/municipal jail for a term not exceeding 90 days, or a period of community service not exceeding 90 days, or any combination thereof as determined by the Municipal Court Judge. Each day on which a violation of an ordinance exists shall be considered a separate and distinct violation and shall be subject to imposition of a separate penalty for each day of the violation as the Municipal Court Judge may determine.