



Film Production Guidelines and Regulations

Welcome to Virginia Beach! We're glad you've selected our community for your production. The City of Virginia Beach is ready to assist you to make your stay here productive. These guidelines will explain the services and requirements for film production activities in the City of Virginia Beach. If you have any questions, please contact the [Special Events Office](#) at (757) 385-4800.

Resort Management & Special Events Office Services

The Resort Management & Special Events Office will:

- ◆ Serve as the central point of contact for film production requests and activities
- ◆ Serve as liaison between film companies and City departments and provide assistance with production throughout the shooting schedule
- ◆ Coordinate and/or assist with location requests and conduct meetings between film production companies and City departments
- ◆ Coordinate the film production permit process
- ◆ Inform the City organization and the public of all film production activities
- ◆ Maintain direct communication with the Virginia Film Office
- ◆ Communicate production company lodging needs to the Convention and Visitors Bureau Services Division
- ◆ Receive and verify information from departments for employee and/or equipment support of film projects for billing purposes
- ◆ Obtain and process Location Expenditure Reports at the conclusion of film production activity

City Personnel, Equipment and Facilities

The City of Virginia Beach shall permit the film production industry to utilize the variety of backdrops afforded within the City as locations for filming or videotaping, so long as the locations do not unreasonably interfere with the public health and/or safety nor unreasonably endanger any property. Production companies are permitted to use equipment, space, and/or City personnel provided such use does not result in the reduction of services or an increase in cost to the taxpayers.

However, the City of Virginia Beach may require reimbursement for additional City services requested outside of normal working hours. For all filming activities which take place on City property, please also note the requirement for a Certificate Of Insurance, showing coverage in the amount of \$1 million and naming the City of Virginia Beach as Additional Insured or Certificate Holder.

A. Additional City Services:

1. When a film company requests additional City services (rescue, firefighter, traffic engineering, etc.), the services will be provided by extra-duty personnel and reserve equipment.
2. Extra-duty personnel shall be compensated at time and one-half, in accordance with the City's Overtime Policy, PPM-15. Equipment charges shall be made at departmental costs, to include gas and mileage.
3. Extra-duty personnel will be paid through their department payrolls and will be covered by City insurance. Individual departments will be responsible for keeping a record of the manpower and equipment used. As soon as department support of a film production project is completed, an itemized account shall be submitted to the Special Events and Film Office. The Special Events and Film Office will verify this information and forward it to the Finance Department. The Finance Department will bill the production company for payment of these additional City services.

B. Props and Extras:

1. Requests for Police and Fire equipment to be used as props shall be approved by the Police Chief/Fire Chief or his/her designee.
2. All Fire Department equipment approved for use as props shall be operated by an off-duty Fire Department employee (film extra) whom the Fire Department has certified and approved as a qualified operator of the equipment.
3. All Police Department equipment approved for use as props shall be operated by an off-duty City sworn officer (film extra) not engaged in law enforcement activities whom the Police Department has certified and approved as a qualified operator of the equipment.
4. All other City equipment shall be operated by an off-duty City employee (film extra) whom the department has certified and approved as a qualified operator of the equipment.
5. Any City employee (film extra) operating City equipment used as props shall be an independent contractor paid directly by the film company. Department heads shall ensure that such employees are advised in writing that when they are performing as film extras, they are employees of the film production company, not the City. Further, such employees shall be advised that they shall comply with the provisions of the Department of Personnel's Policies and Procedures PPM-82, "Second Jobs."
6. If necessary, other City property may be provided for use as props in a production and may or may not have associated costs for this use.

C. Security and Associated Functions:

1. Security and associated functions not provided as City services may be obtained by request to the Police Department, and shall be subject to the availability of sworn personnel and reserve equipment not otherwise engaged in City business. Notwithstanding any other provisions of this policy, Police personnel providing security and associated functions shall be paid by the film production company.
2. If a film production company uses a private uniformed security firm, it shall be licensed by the Commonwealth of Virginia and fully insured at limits approved by the City. Private security companies should only be hired for equipment security and crowd control and not for law enforcement duties such as traffic control.

D. Facilities and Streets:

1. Film companies shall be charged whatever fee structure has been established for use of particular City facilities. Use of all other public buildings (excluding City schools), facilities, and streets shall be made available at no

charge, unless such use results in cost to the City. Any such costs incurred shall be reimbursed in total by the film production company.

2. If a film production company wishes to film on public property not under the City of Virginia Beach's jurisdiction, applicants shall obtain the permission, consent and/or lease for use of the property from the appropriate agency. A copy of that permission agreement shall be given to the Resort Management & Special Events Office for inclusion in the applicant's permit file.

Residential/Commercial/Industrial Public Rights-of-Way

1. Residential areas may/can be used for filming only between the hours of 7:00 a.m. and 10:00 p.m. Night shooting between the hours of 10:00 p.m. and 7:00 a.m. is restricted without the prior joint written approval from the Resort Management & Special Events Office and the Police Department. Commercial areas may be restricted during certain hours due to considerations such as rush-hour traffic. Otherwise, commercial areas are available for filming. Industrial areas can be used for filming 24 hours a day, with care given not to affect the work activities in the area.
2. The permittee, no later than 48 hours before the shooting in a residential neighborhood, commercial or industrial area, shall notify in writing the residents and businesses in those areas as to the company, shooting times, special activities, and the name, address, and phone numbers of the company's local office. Prior to filming, the Resort Management & Special Events Office shall be notified that this information has been distributed, and a copy also shall be supplied to that office.

Private Property

Film production companies shall obtain the private property owners' permission, consent and/or lease for use of their property. A copy of that permission agreement shall be given to the Resort Management & Special Events Office for the applicant's permit file.



FILM PRODUCTION PERMIT APPLICATION

Convention and Visitors Bureau
Resort Management & Special Events Office
2101 Parks Avenue | Suite 302 | Virginia Beach, Virginia 23451
Phone: (757) 385-4800 | Fax: 422-3666 | <http://www.vbgov.com/seo>

**OFFICE
USE ONLY**

Application Number: _____ Event Supervisor: _____
Fee Paid: Yes No Insurance: Received City Purchased

Filing Time: A minimum of **two weeks** is generally required to process a film production permit. Exceptions to processing procedures should be submitted to the Special Events and Film Office and will be reviewed on a case by case basis.

Requirements: All questions must be fully answered and the application must be signed. Please indicate N/A if the question does not apply to you. **INCOMPLETE APPLICATIONS WILL BE RETURNED.**

Please submit the following with your application:

- \$75 Non-refundable application processing fee. (No cash payments; Credit cards: V, MC, AMEX, DISCOVER; Checks payable to City of Virginia Beach)
- Copy of Insurance listing the City of Virginia Beach as additionally insured.
- All scripts

****Please be advised that your application cannot be processed until you have submitted the application processing fee.**

APPLICANT & ORGANIZATION INFORMATION

Applicant's Name: _____
Company's Name: _____
Full Mailing Address: _____

Telephone: _____ Fax: _____
Email(s): _____

REPRESENTATIVE & TITLE (List two contacts)

(1) _____ Telephone: _____
(2) _____ Telephone: _____

ABOUT THE PRODUCTION

Title of Project: _____
Dates of Filming: _____ Rain Dates: _____
Location(s): _____

TYPE OF PRODUCTION

- | | | |
|--|--|---|
| <input type="checkbox"/> Corporate/Industrial | <input type="checkbox"/> Print (Still) | <input type="checkbox"/> T.V. Series/Movie/Plot |
| <input type="checkbox"/> Documentary/Educational | <input type="checkbox"/> Student Project | <input type="checkbox"/> Video (Specify) _____ |
| <input type="checkbox"/> Feature Film | <input type="checkbox"/> T.V. Commercial | <input type="checkbox"/> Other (Specify) _____ |

PRODUCTION CREW

Producer: _____ Telephone: _____
Director: _____ Telephone: _____
Production Manager: _____ Telephone: _____
Location Manager: _____ Telephone: _____
Name Talent(s): _____
Number in Cast: _____ Number in Crew: _____

CITY SERVICES REQUESTED

- | | | |
|--|---|---|
| <input type="checkbox"/> Electrical | <input type="checkbox"/> Parks & Recreation | <input type="checkbox"/> Traffic & Highways |
| <input type="checkbox"/> Emergency Medical | <input type="checkbox"/> Police | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Fire | <input type="checkbox"/> Public Beach Maintenance | |

Description of Services Requested: _____

PRODUCTION VEHICLES & TRUCKS

Please indicate size or length of each (5 ton, 10 ton, step-van, 35 ft, etc.). Use separate sheet, if necessary.

_____ Camera Truck	_____ Generator	_____ Maxi Van	_____ Station Wagon
_____ Caterer	_____ Grip/Electric	_____ Motor Home	_____ Wardrobe
_____ Effects	_____ Honey Wagon	_____ Production Van	_____ Other: _____

Where will vehicles be parked during shooting schedule? _____

FILMING LOCATIONS

- | | | |
|--|---|----------------------------------|
| <input type="checkbox"/> Beaches | <input type="checkbox"/> Parks | <input type="checkbox"/> Schools |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Public Buildings | <input type="checkbox"/> Other |
| <input type="checkbox"/> Military Property | <input type="checkbox"/> Residential | |

Please specify requested locations: _____

LOCATION DETAILS

Please describe all stunts, chase scenes, special effects, etc. by location, date, time. (Use separate sheet if necessary.)

*Include any information, but not limited to, cranes, wetting down street, smoke pots/special effects, meters or signs removed, street lights controlled, alternative parking for residents, parking or driving lanes coned off, scaffolding, platforms, doll track, parking lots leased for residents use.

LOCATION	DATE	TIME	EQUIPMENT, PERSONNEL AND/OR SPECIAL CONDITION(S)*

Will filming require obstruction or any streets, sidewalks or other public place? Yes No

If yes, please attach a diagram and description of the location of each obstruction with the dates and times.

Will there be Hazardous Conditions? Yes No

If yes, please describe: _____

LICENSE AGREEMENT

LICENSE AGREEMENT – PAGE 1

The parties to this Agreement are the Licensor (City of Virginia Beach) and Licensee
(_____).

In consideration of Licensee’s promise herein, Licensor hereby gives permission to Licensee to use Licensor’s property described as follows (refer to the shooting schedule provided by Licensor) for approximately _____ days. Filming is estimated to begin on _____ and end on _____.

Licensee promises to comply with and abide by the following:

1. This permission is given to Licensee as an accommodation.
2. Licensee agrees to indemnify, save, defend, and hold harmless the Licensor, its officers, agents and employees from and against any and all claims, demands, causes of action, complaints, suits, losses, damage, costs (including, without limitation, court costs, attorneys’ fee and related expenses), injuries and/or liabilities of every kind and nature in any manner arising or resulting from the activities and operations to be performed by Licensee pursuant to this Agreement.
3. Licensee shall obtain commercial general liability and automobile liability insurance, each at minimum limits of \$1,000,000 per occurrence, and shall maintain Workers’ Compensation and Employers’ Liability insurance at Virginia statutory limits. Depending on Licensee’s intended use of public rights-of-way, certain other insurance and/or bonds may be required. Such insurance and/or bonds shall be kept in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the Licensor at least ten (10) calendar days prior to cancellation or reduction in coverage. The commercial general liability insurance policy shall be endorsed to name the Licensor as an additional insured. SUCH CERTIFICATES OF INSURANCE AND/OR BONDS SHALL BE FILED WITH LICENSOR PRIOR TO COMMENCEMENT OF ANY ACTIVITY UNDER THIS AGREEMENT.
4. In the event Licensee causes damage to city property, the Licensee shall promptly make and pay for the necessary repairs. At the discretion of the Licensor, if repairs are not initiated and completed within a reasonable length of time, the Licensor shall make the repairs and bill the Licensee for all costs plus a 10% administrative fee. Licensee agrees to pay such a bill within ten (10) days of receipt thereof.

5. The Virginia Beach Police Department shall determine the number and kinds of public safety personnel necessary for the protection of the general public at Licensee's locations within the City. The costs of required services in excess of those normally provided by the City shall be the responsibility of the Licensee.

LICENSE AGREEMENT – PAGE 2

6. Licensee shall abide by all existing laws of the United States Government, the State of Virginia and the City of Virginia Beach.

7. Licenser agrees that all rights of any kind in and to all photographs, and/or sound/film recordings made by Licensee on or about film location(s) shall be and remain vested in Licensee and its affiliates such that these recordings may be used in any medium throughout the world, with or without copyright, in perpetuity.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF VIRGINIA BEACH (LICENSOR)

By _____
City Manager

Date

APPROVED AS TO FORM:

City Attorney

Date

(LICENSEE)

By _____
Authorized Agent

Printed Name of Authorized Agent

Title of Authorized Agent

Name of Film Company

Date Submitted

***8. Use of Proprietary and Trademark Products.**

Under no circumstances whatsoever shall licensee be authorized to photograph, film, or utilize the seal of the City of Virginia Beach or its logos including any and all slogans. A violation of this provision shall subject licensee to legal action.

LICENSE AGREEMENT

The licensee shall meet with the Permits Coordinator and the Risk Manager to review film arrangements in order to set insurance coverage limited between \$1,000,000 and \$5,000,000. Depending on the intended use of city property, certain other insurance and/or bonds may be required.

The licensee shall complete the attached LICENSE AGREEMENT and it shall be signed by an Authorized Agent of the film company.

The executed LICENSE AGREEMENT and CERTIFICATE(S) OF INSURANCE with the City of Virginia Beach named as certificate holder shall be delivered to the Special Events and Film Office.

The Permits Coordinator shall recommend approval of the LICENSE AGREEMENT if the AGREEMENT is in order. The licensee shall be notified of this decision within 24 hours of such approval and the executed LICENSE AGREEMENT shall be mailed or picked up by the licensee within 72 hours of this decision.

The licensee shall submit, in writing, any proposed changes to the LICENSE AGREEMENT at least 48 hours prior to the effective date and time of the proposed change(s) to the Special Events and Film Office for review and approval.

PLEASE ATTACH

1. A copy of the script of lyrics.
2. A complete shooting schedule including date(s), time(s), location(s) and brief descriptions of scenes.
3. Copy of written permission for location site(s) on private property.
4. License Agreement

ADDITIONAL INFORMATION

I/We certify that all the information in this application, or attached to it, is complete, true and accurate. I/We understand that any misrepresentation in this application or deviation from the final agreed upon method of operation described herein may result in immediate revocation of the permit.

APPLICANT'S SIGNATURE: _____ DATE: _____