Dear Production Company,

Thank you for considering the City of Evanston as a location for your shoot. Permission for film and photo shoots within the City of Evanston is coordinated by the Public Works Agency and we will do our best to insure your experience here is positive. While it is the City of Evanston’s policy to accommodate request to film in the City whenever possible, caution is exercised to keep disruption to a minimum. This letter explains the general procedures for acquiring the appropriate permits for filming and photo shoots. ATTACHMENT A includes all regulations pertaining to film and photo shoots within the City of Evanston.

**Letter of Intent**
The first step in the process is a letter of intent, with as much detail as you can provide at this point. The letter of intent should include at least:

- The proposed date/times of shoot
- Size of the film crew
- Need for traffic control
- Need for police or fire personnel
- Location of the shoot
- Parking needs
- Need for “No Parking” signs
- Any other City services required

The more information that you provide, the better we will be able to accommodate your needs. This information will be reviewed by staff to determine feasibility of the shoot and the need to involve other departments. By code, you must apply for a film permit at least 72 hours (excluding weekends) prior to the production date. More complicated productions and those requiring coordination of more services will require a longer advance notice.

**Hold Harmless/Liability Insurance**
Every production working in Evanston must fill out our Liability Waiver (“Hold Harmless”) (ATTACHMENT B) and send us a copy of a liability insurance certificate. The insurance certificate must either name the City of Evanston as an additional insured, or the City must be listed as a certificate holder.

**Notifying Neighbors/Neighboring Businesses**
Any company shooting in a business or residential neighborhood should flyer the immediate area explaining what you are doing and providing the phone number of a person to be contacted with any questions. Please provide the City with a copy of this flyer for our files.
Payment
Submit payment for the total costs of the shoot before filming begins. Checks should be made out to the City of Evanston. Costs that are billed out of the Public Works Agency include:

<table>
<thead>
<tr>
<th>Permit Fee:</th>
<th>$75 ($25.00 for schools)</th>
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<tr>
<td>Parking:</td>
<td></td>
</tr>
<tr>
<td>- Posting “No Parking” Signs</td>
<td>$50.00 per block + time</td>
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<td>Use of City land, buildings, parks,</td>
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<td>streets, and sidewalks</td>
<td></td>
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<tr>
<td>Police Personnel:</td>
<td>$40.00/hour</td>
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Other departments bill separately for services they provide, and the rates depend on the availability of personnel and service provided. Other departments that may be involved include the Police Department (traffic control, supervision), Fire Department (supervision), and Utilities Department/Public Works Agency Department (hydrant, water for wet-downs).

The Film Permit
After all aspects of your shoot have been approved, the Public Works Agency will issue a Film Permit letter that will outline the parameters of the shoot. You must keep this letter on hand during production.

Tips and Miscellaneous Facts
In no particulate order, the following may be helpful to keep in mind:

1) Beaches: Because filming and photo shoots have been deemed too disruptive of our beaches during beach season they are no longer allowed when beaches are open, from 10:30am to 8:00pm from the beginning of June to July 31st, and 10:30am to 7:30pm through Labor Day.
2) Guns: The use of guns (real or fake) is not allowed without an Evanston police office on duty. If guns are used, you are required to have a firearms expert on hand.
3) “No Parking”: If signs need to be posted or parking meters hooded they must, by Ordinance, go up 72 hours before the parking ban.

Again, thank you for considering Evanston for your shoot. We wish you luck with your production and look forward to working with you.

Sincerely,

Thomas Twigg, Traffic Operations
Public Works Agency
Media Productions Guidelines  
City of Evanston

Section 1: Definitions  
Section 2: Productions  
Section 3: Liabilities  
Section 4: City Staff Involvement  
Section 5: Production Credit  
Section 6: Educational Productions  
Section 7: Miscellaneous  
Section 8: Severability  
Section 9: Supremacy

1. **Definitions**: The following, when used in these guidelines, shall be defined as follows:

   (A) **Media Production**: The use of public or private property within the City of Evanston for the purpose of photographing, producing, videotaping, or filming of commercials, movies, television programs, print advertisements, and/or other media, commercial, not-for-profit, educational, or artistic activities. This includes productions both internal and external to property, as well as still photo shoots. Nothing herein shall prevent schools, businesses, places of worship, or residents from using their own premises for producing films for their own educational, family, or training purposes without the requirement of a permit. Further, nothing herein shall prevent the filming of actual news events within the City of Evanston without the requirement of a permit. No film production shall be permitted within the City of Evanston except as set forth in these guidelines.

   (B) **Applicant**: The individual and/or business entity who requests the use of public and/or private property for production.

2. **Production**

   (A) **Request for Production**: Requests for production must be made at least seventy-two hours (excluding weekends) prior to the production date. All requests shall be made in writing to the attention of the Director, Public Works Agency, and shall contain the following information in detail:

   1. A brief description of the proposed production and the sequence involving Evanston.

   2. A precise description of proposed location(s) within Evanston including: dates; times desired for set up, production and restoration of the site; number and size of stationary and mobile equipment to be utilized in the production; City personnel needed; and equipment provided by the City. Approval shall not be given without the exact location identified;
3. Information regarding the applicant including the name, addresses, and phone number of the applicant. If it is a non-local production company, a local contact person shall be named with a location address and phone number provided;

4. Requests for vehicular and traffic control shall include dates, times, and street addresses, where pedestrian or vehicular traffic will be disrupted; and the street address of reserved parking space requirements, if any. Approval by the Traffic Engineer is required, and the Traffic Engineer shall establish the fee for the desired services and arrange for the work to be completed;

5. A copy of the agreement between the production company and the property owner; or a letter of approval from the property owner is submitted.

6. A copy of the production company’s insurance, naming the City of Evanston, its corporate authorities, elected officials, officers, boards, commissions, attorneys, employees and agents, as an additional insured with general liability coverage of a minimum of $1,000,000.

(B) Notification of Neighbors: The applicant shall provide a short written description and a schedule of the proposed media production to the owners and residents of each property in the affected neighborhood as determined by the Public Works Agency. This notice shall be distributed not less than seventy-two hours prior to the start of the production. A copy of the notice shall be provided to the Public Works Agency.

(C) Production Agreement: An agreement by and between the City of Evanston and said producer, shall be necessary before the start of the production. The film permit shall serve as the agreement for smaller productions taking only one or two days.

(D) Production Limitations: Concerning private property, productions are limited to three (3) per street address per calendar year, and cannot occur within sixty (60) days of each other.

(E) Noise Regulations: Productions with the City may not occur prior to seven o’clock in the morning (7:00 a.m.) nor later than nine o’clock in the evening (9:00 p.m.). Permission for filming outside these stated hours will only be considered after the production company has presented a letter of understanding signed by a majority of the neighbors approving the extended hours. The hours of production shall include the necessary time for set-up of entertainment production and restoration, except with permission of the neighbors.
3. LIABILITY AGREEMENTS

(A) **Insurance**: A certificate of insurance must be furnished to the City in kind with coverage in an amount no fewer than $1,000,000 general liability before the start of production. The Certificate of Insurance must identify the City of Evanston, as an additional party insured. These requirements may be modified by the City as deemed necessary. Additionally, proof must be given that workers’ compensation and employees’ liability insurance have been provided by the production company for its employees.

(B) **Hold Harmless Agreement**: The applicant must sign an agreement with the City of Evanston holding the City harmless from any claim which may arise as a result of the production.

(C) **Cost of Repair**: The applicant 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 property to its condition prior to the production. The City holds the right to require a damage deposit for large particularly intrusive productions.

(D) **Inspection of Structures**: The City may in its discretion inspect all structures and/or devices and equipment to be used in connection with the filming and taping.

3. CITY STAFF INVOLVEMENT

(A) **Traffic Control**: If pedestrian or vehicular traffic control is needed, as determined by the Public Works Agency, the actual cost of providing this service shall be determined by the City Traffic Engineer and shall be paid by applicant.

(B) **Off-Duty Police Officers**: The Public Works Agency shall determine the need for, and may requiring the hiring of, off-duty City of Evanston Police Officers during the production. During rush hour filming, the City may require the use of a police officer to direct traffic. The applicant shall be charged a minimum of four (4) hours per Officer at the appropriate hourly rate in accordance with the Union wage. The names of requested officers will be given two (2) days before the shoot; their checks should be cut separately.

(C) **Firefighters**: The Public Works Agency shall determine the need for, and may require the hiring of, off-duty Evanston firefighters during the production. The applicant shall be charged the appropriate hourly rate in accordance with the Union wages.
4. **PRODUCTION CREDIT**

The applicant shall provide credit in the production piece to the City of Evanston, if so directed by the Public Works Agency.

5. **EDUCATIONAL PRODUCTION**

In the case of an educational production, the Public Works Agency may require a copy of said production to be given to the Evanston Public Library for the use of the community. Staff will provide a letter to applicant indicating that this contribution is tax-deductible.

6. **MISCELLANEOUS**

(A) **City Services**: Services provided by the City staff, other than Police and Fire services, will be charged to cover the costs as determined by the Department.

(B) **Permit Fee**: A permit fee of seventy-five [$75] will be charged for production in the City of Evanston. The permit for Northwestern or other student productions is twenty-five [$25]. The fee may be reduced or waived by the City Manager's Office for education or non-profit organizations.

(C) **Other Fees**: Other charges for filming related activities include the following:

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<tr>
<td>Use of City Equipment/Personnel</td>
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</tbody>
</table>

(D) **The City of Evanston**: The City of Evanston reserves its right to revoke any permits issued hereunder in event of non-compliance of any terms or if it is deemed to be in the best interest of the City of Evanston, or for the protection of the citizens of Evanston. The City of Evanston reserves the right to require compliance with any additional regulations and/or requirements in order to assure the public health, welfare, and safety of its citizens.
7. **SEVERABILITY**

If any provision clause, sentence or paragraph of these guidelines or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect other provisions of these guidelines, which can be given effect without the invalid provision or application, and to this and the provisions of these guidelines are declared to be severable.

8. **SUPREMACY**

All ordinances or part of ordinances already in effect will supersede these guidelines.
CITY OF EVANSTON

LIABILITY WAIVER / INDEMNIFICATION AGREEMENT

__________________________________________
(name) has requested permission to film on__________
(date) in the City of Evanston. For consideration of such permission,
__________________________________________
(name) hereby fully releases and discharges the City of Evanston, its officers, agents and employees from any and all claims from injuries, including death, damages or loss, which may arise or which may be alleged to have arisen out of, or in connection with said filming of _________________________________ (title).

__________________________________________
(name) further agrees to indemnify and hold harmless and defend the City of Evanston, its officers, agents and employees from any and all claims resulting from injuries, including death, damages and losses, including, but not limited to the general public, which may arise or may be alleged to have arisen out of, or in connection with said filming of _________________________________ (title) within Evanston.

__________________________________________
Company, Name, Title, and Signature

__________________________________________
Date