



City of Annapolis
Office of the Mayor
 Special Projects Coordinator
 160 Duke of Gloucester Street
 Annapolis, MD 21401-2517

FOR CITY USE ONLY	
FORM #	_____
EVENT DATE	_____
SUBMITTED	_____
STATUS	_____

SpecialEvents@annapolis.gov • 410-263-7996 • Fax 410-216-9284 • TDD use MD Relay or 711 • www.annapolis.gov

Special Events Film Application and Agreement (For a commercial film or photographic event.)

Fee Schedule

This Special Events Application and Agreement (collectively, "Application") shall be submitted by the applicant ("Applicant") to the City of Annapolis ("City") Special Events Coordinator for any commercial film or photographic event, and any related activities, proposed to be held in the City ("Special Event"), to determine whether the Special Event is in compliance with all applicable laws and regulations and is not detrimental to the public health, safety and welfare of the City, and to issue a Special Events Film Permit if the Special Event is approved by the City. If the Special Event is determined to be a "Major Special Event" or a "Major City Dock Event", as defined by [Chapter 14.18](#) of the City Code, as may be amended, the Applicant shall comply with those additional requirements as specified by [Chapter 14.18](#) of the City Code, as may be amended, before the issuance of a Special Events Film Permit.

1. DISCUSSION. A pre-Application discussion with the Special Events Coordinator is required.
2. DEADLINES. This Application, with all required supporting documentation, shall be submitted to the Special Events Coordinator as follows: *(If more than one category below applies, the Application shall be submitted by the earliest of all the applicable possibilities.)*
 - For a Special Event involving temporary structures or requiring road closure and/or traffic control, at least seven (7) calendar days required, and the Special Event shall be subject to the availability of City police personnel and permitting review and/or approval;
 - For a Special Event involving sales or service of alcohol, at least sixty (60) calendar days prior to the Special Event, and additional approvals and/or permits may be required;
 - For a Special Event requiring U.S. Coast Guard involvement (ex: fireworks or explosives over water), at least one hundred twenty (120) calendar days prior to the Special Event; or
 - For a Special Event in which *none of the conditions* specified in this Paragraph 2 apply, at least four (4) working days required.
3. INSURANCE/DAMAGES. Unless waived in writing pursuant to [Section 14.18.150](#) of the City Code, as may be amended, this Application shall not be approved and the Special Event shall not be conducted unless and until the Applicant produces written proof of a current insurance policy or rider establishing that the Applicant is currently insured, in the amounts specified in this Paragraph 3 or such other amounts as specified by the City in writing and in a form acceptable to the City, against liability for injuries and damages to persons and property arising from the acts or omissions of the Applicant, and its agents, employees, volunteers, and contractors, that occur in the planning and/or operation of the Special Event. The City and its elected officials, department directors, and other employees and agents shall be named as additional insureds under the policy or rider. This policy or rider shall be submitted to the City's Special Events Coordinator no later than four (4) calendar days prior to the Special Event. The Applicant shall provide insurance coverage that shall be maintained in full force and effect throughout the duration of the Special Event, as follows: Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of the Special Event, but no less than \$1,000,000.00 per person and \$2,000,000.00 per occurrence in the aggregate, using a Combined Single Limit for bodily injury and property damage; Automobile Liability for the use of all vehicles owned and non-owned, operated or hired or rented by the Applicant for the Special Event with a minimum limit of \$1,000,000.00 per person and

\$2,000,000.00 per occurrence in the aggregate, using a Combined Single Limit for bodily injury and property damage; and Workers Compensation insurance as required by Maryland law, with limits of at least \$100,000.00 per accident and \$500,000.00 per occupational disease for each employee of the Applicant. **Failure to maintain insurance pursuant to this Paragraph, or any absence of insurance as permitted by [Section 14.18.150](#) of the City Code, as may be amended, shall not release or relieve the Applicant and/or any participant from responsibility for injuries or damages to persons or property that arise from the use of, access to, and/or lease of City property pursuant to the approval of this Application and the planning and operation of the Special Event.** If the Special Event shall result in damages to, or loss of, City property, in addition to any insurance and/or indemnification, the Applicant shall be responsible for the full cost of repair and/or replacement of that City property within thirty (30) calendar days of invoicing.

4. INDEMNIFICATION. Irregardless of any insurance which may be provided pursuant to this Application, and pursuant to [Section 14.18.130](#) of the City Code, as may be amended, the Applicant, for itself and its agents, employees, volunteers, and contractors, shall indemnify, defend and hold harmless the City and its elected officials, department directors, and other employees and agents from all liability for any and all injuries or damages to persons or property that arise from the use of, access to, and/or lease of City property pursuant to the approval of this Application and the planning and operation of the Special Event, and for any attorneys' fees and all other costs incurred in addressing and defending any and all claims, demands, complaints, and lawsuits that seek to impose liability on the City or its elected officials, department directors, and/or other employees and agents in connection therewith.
5. DELINQUENT OBLIGATIONS. This Application shall not be approved and the Special Event shall not be conducted if the Applicant is delinquent on any City obligation, tax, payment, or other liability.
6. APPLICATION FEE. A \$100.00 non-refundable Application fee shall accompany each Application. The City shall not review any Application until that Application fee is paid. Payment may be made by cash or by check payable to the *City of Annapolis* and submitted in person or mailed to the City of Annapolis, Attn: Special Events Coordinator, 160 Duke of Gloucester Street, Annapolis, MD 21401, or by credit card by calling 410-263-7996.
7. LOCATION FEE, OTHER FEES & TAXES. The Application fee does not include a location fee (the "Location Fee"), which may be assessed pursuant to [Section 14.18.100](#) of the City Code, as may be amended, to capture the City's costs of constructing, maintaining, or upgrading infrastructure for the conduct of the Special Event. The Location Fee shall be paid before the issuance of any Special Events Film Permit. The Application fee also does not include any additional permit fees or taxes, including, but not limited to, an admissions and amusement charge, that are required by the City and/or another governmental entity for the Special Event. The Applicant shall pay any and all such additional permit fees and applicable taxes, including, but not limited to, an admissions and amusement charge, directly to the appropriate governmental agency within the time period specified by that agency.
8. SERVICE FEE. The Application fee does not include any additional fees for any City services provided to the Applicant or for the Special Event, and the Applicant shall pay any and all such additional fees for such services (the "Service Fee"), as required by [Section 6.04.210\(C\)](#) of the City Code, as may be amended. For a first time Special Event, the Applicant shall pay seventy-five percent (75%) of the City-estimated Service Fee no later than fifteen (15) calendar days after invoicing by the City, unless directed otherwise by the City, and the City shall invoice the Applicant for the remainder of the Service Fee at the conclusion of the Special Event. For a non-first time Special Event, the Applicant shall pay an amount equal to one hundred percent (100%) of the Service Fee incurred for the previous special event no later than fifteen (15) calendar days after invoicing by the City, unless directed otherwise by the City, and the City shall invoice or reimburse the Applicant for the remainder of the Service Fee for the current Special Event, as applicable. Annapolis community associations, neighborhood watch groups, or other neighborhood associations and community groups which promote neighborhood pride, as determined by the City, shall not be charged a Service Fee for the first \$300.00 of City services that the City may provide for the Special Event.
9. LATE FEE. A 1.5% interest rate shall be applied by the City to any late payments required pursuant to this Application, and the Applicant's continued failure to pay the required payments, including any applicable interest, may result in suspension or revocation of any permit approval or lease for the Special Event, approval of this Application, and/or the Special Event at any time before or during the Special Event.

- 10. EXEMPTIONS FROM FEES. The Applicant may request, in accordance with any directions from the Special Events Coordinator, to be exempt from some and/or all of the fees specified in this Application. The City Council shall review the request, and approve or deny it in accordance with [Section 14.18.110](#) of the City Code, as may be amended.
- 11. SUBMISSION PROCESS. This Application shall be completed electronically and e-mailed to the Special Events Coordinator at SpecialEvents@annapolis.gov. The Special Events Coordinator shall review, and exempt, approve, approve with conditions, and/or deny this Application in accordance with [Chapter 14.18](#) of the City Code, as may be amended. Any Applicant aggrieved by a denial may appeal the decision in accordance with [Section 14.18.090](#) of the City Code, as may be amended.
- 12. NOTIFICATION OF SPECIAL EVENT. The Applicant shall be responsible for providing notification of the Special Event in accordance with [Section 14.18.120](#) of the City Code, as may be amended.
- 13. SPECIAL EVENT INFORMATION. Fill in the following information for the Special Event:

Special Event Title _____

Non-public	Commercial cinema	Television
Domestic audience	Student film	Web-based production
International audience		

Special Event Date(s) _____ Rain Date(s) _____

Start Time _____ End Time _____

Set-up Time _____ Breakdown _____

Special Event Location/Address _____

(If Special Event includes more than one location, Applicant shall attach a map or other drawing reflecting all locations and routes.)

Describe Special Event activities and participants, including VIPs:

Describe special site requirements for the Special Event:

Is Special Event in the Historic District? Yes No Special Event will be in Ward # _____

Contact Name _____ Phone Number _____

Publicity Contact Name _____ Phone Number _____

E-mail _____ Phone during Special Event _____

Applicant's Legal Name _____

If an entity, Applicant is organized in the State of: _____

If an entity, is Applicant in good standing in the State of Maryland? Yes No

Address _____

Approximate Special Event Staffing: _____

Describe special personnel requirements for the Special Event:

14. ECONOMIC IMPACT.

Special Event Budget _____ Estimated On-Site Expenditures _____

SPECIAL EVENT DETAILS. In response to Paragraphs 15 through 28, set forth all required plans for each question answered “yes”. For all items with a * symbol, include plans, diagrams and/or maps with Application. For all items with a † symbol, please note that the Applicant shall be charged and shall be required to pay the full Service Fees for any services provided by the City of Annapolis, as required by [Section 6.04.210\(C\)](#) of the City Code, as may be amended. For items with a ^ symbol, the Applicant may be required to submit an additional application(s) to the Clerk of the Alcoholic Beverages Control Board for approval of sales, service and/or consumption of alcoholic beverages.

15. Are you selling:

- | | | |
|---------------------------|-----|----|
| • Dry Goods/Merchandise | Yes | No |
| • Food | Yes | No |
| • Non-Alcoholic Beverages | Yes | No |
| • Alcoholic Beverages^ | Yes | No |

16. Are you serving or consuming:

- | | | |
|---|-----|----|
| • Food | Yes | No |
| • Non-Alcoholic Beverages | Yes | No |
| • Alcoholic Beverages^ | Yes | No |
| • Will Special Event have or use a set caterer? | Yes | No |

17. Will Special Event require docking or mooring? † Yes No

18. Will Special Event require electricity? † Yes No

19. Will Special Event have amplified music? Yes No

Type, duration: _____

20. Will Special Event require water service? † Yes No

21. Will Special Event require a temporary structure? *† Yes No

22. Will Special Event involve cooking? Yes No

23. Will Special Event have fireworks, explosives or weapons? Yes No

24. Will Special Event require street or sidewalk closure? *† Yes No

25. Will Special Event affect access or parking for regular religious services? Yes No

26. Will Special Event need ancillary bus/shuttle service? *† Yes No

27. Set forth and attach a plan to notify area residents. *

28. Provide detailed plans for the following:

- Parking and Transportation, including the need for any City-designation of “Resident Parking Only” spaces/blocks as determined in the Special Events Coordinator’s discretion. *†
- Security/Special Event management. *†
- Toilet facilities. *
- Trash and Recycling collection and disposal, including all necessary signs, and provision for an equal number of trash and recycling receptacles, placed together, available throughout the entire Special Event, and the collection and removal of the same recyclable materials collected by City curbside recycling. *†

30. CITY COUNCIL. This Application may be subject to review and approval by the City Council.

31. PERMITS/LEASES. Any Special Events Film Permit or lease approved pursuant to this Application for the Special Event, and any additional permits or licenses required for the Special Event by the City and any other governmental entity, shall be posted on site at all times during the Special Event at a location which is clearly visible to the general public. Failure to do so may, in the sole discretion of the City, result in suspension or revocation of any permit approval or lease for the Special Event, approval of this Application, and/or the Special Event at any time before or

during the Special Event. The issuance of any Special Events Film Permit or lease approved pursuant to this Application for the Special Event shall not relieve the Applicant from the obligation to obtain any other applicable necessary permits or licenses, as may be required for the Special Event by the City and any other governmental entity.

32. DOCUMENTARY PROOF. The City reserves the right to require the Applicant to produce documentary proof of any matter relating to this Application and/or the Special Event at any time and in any form, and the Applicant shall submit such requested documentary proof within five (5) calendar days of such request.
33. SUSPENSION/REVOCAION. The City may suspend or revoke approval of this Application and/or suspend or cancel the Special Event in accordance with Section 14.18.080 of the City Code, as may be amended. Upon notice of suspension or revocation by the City, pursuant to this Paragraph 33, whether verbally or in writing, the Applicant shall immediately cease and desist from all work, activities, actions or proceedings related to this Application or the Special Event, or shall not commence if the Special Event is not already commenced. The City shall have the right, in addition to any other available rights or remedies, to proceed at any time or from time to time to protect and enforce all rights and remedies available to the City, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Application, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations. Any Applicant aggrieved by a suspension or revocation may appeal the decision in accordance with [Section 14.18.090](#) of the City Code, as may be amended. Any violation of [Chapter 14.18](#) of the City Code, as may be amended, shall be subject to fines as established by resolution of the City Council.
34. ACKNOWLEDGMENT, REPRESENTATIONS, WARRANTIES. The Applicant acknowledges that the Applicant has read, understands and unconditionally accepts all terms and conditions stated in this Application. If the Applicant is an entity, the Applicant certifies that (a) it is currently licensed or registered to do business in the State of Maryland, (b) that it is in good standing with the State of Maryland, (c) that the individual signing below is legally authorized by the Applicant to sign this Application on its behalf and to legally bind it thereby, (d) that such signature represents the Applicant's acceptance of the terms and conditions of a Special Events Film Permit which the City issues pursuant to this Application, and (e) that the Applicant guarantees all liabilities and obligations imposed on it pursuant to the approval of this Application and the City's issuance of a Special Events Film Permit and a lease to City property, as applicable. If the Applicant is an individual, he/she certifies that his/her signature represents his/her acceptance of the terms and conditions of a Special Events Film Permit which the City issues pursuant to this Application, and that he/she individually guarantees all liabilities and obligations imposed on him/her pursuant to the approval of this Application and the City's issuance of a Special Events Film Permit and a lease to City property, as applicable.
35. LEGALLY BINDING. This Application is a legally binding and enforceable agreement.
36. GOVERNING LAW. This Application and its interpretation shall be governed by Maryland law. The venue for all actions pursuant to this Application shall be the Courts of Anne Arundel County, Maryland.

37. APPLICANT SIGNATURES.

Signature of Applicant, Individual Date _____

Name _____

Signature of Applicant's Legally Authorized Representative, Entity Date _____

By Name _____ Title _____

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Please initial, date and return to Special Projects Coordinator.

City Clerk _____	PIO _____
DNEP _____	Public Works _____
Finance _____	Recreation & Parks _____
Fire _____	Transportation _____
Harbormaster _____	Other City/Council _____
OEM _____	DGS/Parking _____
Office of Law _____	Health Department _____
Police _____	

Special Event Application is hereby:

Referred to Office of Law for legislation for City Council

Approved

Disapproved

Approved with the following modifications:

Signature of Special Events Coordinator on behalf of the Mayor's Office Date _____