



Application and payment must be received at least 14 days prior to the start date of filming.

Applicant Information

Name of Requestor:		Date of Request:
Mailing Address (City, State, Zip)		
Phone:	Email:	
Name of Company/Organization:		

Details of Project

Description of Activity (Motion Picture, Commercial, Television, etc.):
Proposed Filming Locations, Dates & Times (List each location where filming will take place, along with date and time for each):
Equipment Details (Provide all necessary equipment you may be using, including generators, power cords, lighting, etc. and your plans to store equipment):
Parking Plan (If you plan to park vehicles and/or trailers within Town limits, provide details of vehicles and proposed locations):
Street or Public Area Closures (If you plan to close off a street, sidewalk, or other public area for filming, provide details):
Number of Cast, Crew & Support Staff (Provide a total number of people involved in your project on-site):



Release of All Claims and Agreement to Indemnify and Hold Harmless

This General Release of All Claims and Agreement to Indemnify and Hold Harmless ("Agreement") is made and entered into by and between the Town of Dewey Beach, Delaware ("Town"), and the undersigned individual, company, or production entity ("Producer"), collectively referred to as the "Parties."

1. Purpose

Producer seeks permission to conduct commercial filming, video production, photography, or related activities ("Production Activities") within the Town of Dewey Beach, including but not limited to public rights-of-way, parks, beaches, facilities, bay, ocean, and other Town-owned or controlled property.

2. Permission to Film

The Town may, in its sole discretion, grant permission for Production Activities subject to compliance with all applicable Town ordinances, state laws, permit conditions, licensing and operational requirements, including public safety directives issued by Town personnel.

3. General Release of Claims

In consideration for being permitted to conduct Production Activities, Producer hereby fully and forever releases, waives, and discharges the Town of Dewey Beach, its elected officials, officers, employees, agents, and volunteers (collectively, "Released Parties") from any and all claims, demands, causes of action, damages, liabilities, costs, and expenses of any kind or nature, whether known or unknown, arising out of or in any way connected with the Production Activities, including but not limited to:

- Personal injury or death
- Property damage or loss
- Interruption of business or public services
- Claims arising from permitting decisions or enforcement actions
- Any acts or omissions of Producer, its contractors, employees, or agents

4. Agreement to Indemnify and Hold Harmless

Producer agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, suits, judgments, losses, liabilities, damages, penalties, fines, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- a. Producer's Production Activities;
- b. Any negligent, reckless, or intentional act or omission of Producer or its employees, contractors, agents, or invitees;
- c. Any violation of applicable laws, ordinances, or permit conditions;
- d. Any damage to public or private property resulting from Production Activities;
- e. Any claim brought by third parties arising from or related to the Production Activities.

5. Insurance Requirement

Producer shall maintain, at its sole cost and expense, commercial general liability insurance with limits acceptable to the Town, and shall name the Town of Dewey Beach as an additional insured on a primary and non-contributory basis. Proof of insurance shall be provided to the Town prior to commencement of any Production Activities.

6. Police Presence / Public Safety Requirements

The Town reserves the right, in its sole discretion, to require the presence of Town of Dewey Beach Police Department personnel or other public safety resources for any Production Activities when deemed necessary for public safety, traffic control, crowd management, or protection of persons or property.

Producer agrees that any such required police presence or public safety support shall be coordinated through the Town and shall be fully reimbursed by Producer at the applicable rates established by the Town for off-duty or special detail services, or other applicable fee schedules, unless otherwise waived in writing by the Town.

Failure to provide payment or secure required police staffing may result in denial, suspension, or revocation of filming permission.



7. Compliance with Laws and Permits

Producer agrees to comply with all applicable federal, state, and local laws, including Town ordinances, permit requirements, police directives, parking regulations, noise restrictions, and public safety rules. Failure to comply may result in immediate suspension or revocation of filming privileges.

8. No Town Liability

Producer acknowledges and agrees that the Town assumes no responsibility for supervision, security, crowd control, equipment, or protection of persons or property associated with Production Activities.

9. Assumption of Risk

Producer voluntarily assumes all risks associated with Production Activities, including but not limited to environmental conditions, public interaction, equipment operation, traffic conditions, and use of public spaces.

10. Severability

If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

12. Entire Agreement

This document constitutes the entire agreement between the Parties regarding the subject matter herein and supersedes any prior oral or written agreements related to Production Activities.

By signing below, the undersigned certifies and attests that all information provided in connection with this Agreement and any associated permit application is true, complete, and correct to the best of his or her knowledge.

The undersigned further certifies that he or she is an authorized representative of the Producer, and possesses full authority to execute this Release of All Claims and Agreement to Indemnify and Hold Harmless on behalf of the Producer and to legally bind the Producer to the terms and conditions set forth herein.

Applicant Signature

Date:

STAFF USE ONLY

Date Received:

Received by:

Town Manager Comments & Signature:

Police Chief Comments & Signature:

Beach Patrol Captain Comments & Signature:

Application Fee Date & Amount Paid:

Permit Fee Date & Amount Paid:

Attach Police Presence Form if Required



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