

**OFFICIAL  
MOTION PICTURE-  
TELEVISION PERMIT**

CITY OF NEW YORK  
MAYOR'S OFFICE FOR FILM, THEATRE AND BROADCASTING  
1697 BROADWAY, NEW YORK, NY 10019  
(212) 489-6710 FAX (212) 262-7677

**PERMIT NO.**

This permit is issued to the applicant to film or televise on streets or property subject to the jurisdiction of the City of New York at the times and locations designated below. The permit must be in the possession of the applicant at all times while on location. For additional assistance call the Permit Division: 489-6710 Ext. 250. Police Unit: 718-526-6442.

**NOT VALID UNLESS SIGNED BY THE MAYOR'S OFFICE FILM COORDINATOR**

**APPLICATION NOT ACCEPTED UNLESS TYPED**

Date \_\_\_\_\_

1. Company: \_\_\_\_\_ Production Contact \_\_\_\_\_

2. Address: \_\_\_\_\_ Tel. No./Fax No. \_\_\_\_\_

3. Location(s): (if more than 2 use schedule "A") \_\_\_\_\_

4. Dates of filming: \_\_\_\_\_ Approx. times: \_\_\_\_\_

5. Scene to be filmed must be described accurately: \_\_\_\_\_

6. Animals, firearms, special effects or unusual scenes: \_\_\_\_\_

7. List production equipment: \_\_\_\_\_ # in cast & crew \_\_\_\_\_

No. of Trucks & plate #'s \_\_\_\_\_

No. of Auto's & plate #'s \_\_\_\_\_

Other vehicles & plate #'s \_\_\_\_\_

8.  Feature Film  TV Movie  TV Series/Special  Commercial  Industrial  Other (Give title, producer, director and identify celebrities)

Publicist & Phone: \_\_\_\_\_ Location Mgr. \_\_\_\_\_ Prod. Mgr. \_\_\_\_\_

9. If TV commercial name product: \_\_\_\_\_

Permits are not issued until the insurance requirements are filled

10. Public Liability Insurance Company, Policy # and Agent: \_\_\_\_\_

Amount: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

The applicant agrees to indemnify the City of New York and to be solely and absolutely liable upon any and all claims, suits and judgments against the City and/or the applicant for personal injuries and property damages arising out of or occurring during the activities of the applicant, his (its) employees or otherwise. The applicant further agrees to comply with all pertinent provisions of New York laws, rules and regulations. This permit may be revoked at any time.

**FOR PARKING REGULATIONS , REFER TO FACT SHEET**

\_\_\_\_\_  
Date Signature of Representative Title

**DO NOT WRITE BELOW THIS LINE**  
The Mayor's Office Seal must be embossed on original copy

Dated \_\_\_\_\_ 19\_\_\_\_

\_\_\_\_\_  
Film Coordinator, Mayor's Office of Film, Theatre and Broadcasting

SCHEDULE "A" - MOTION PICTURE - TELEVISION PERMIT

NAME OF FEATURE \_\_\_\_\_ TEL. NO. \_\_\_\_\_ PERMIT NO. \_\_\_\_\_

1.	LOCATION	DATE	TIME	DESCRIBE SCENE IN DETAIL
2.				
3.				
4.				
5.				
6.				
7.				

# TALENT/MODEL RELEASE

Production: \_\_\_\_\_

Date: \_\_\_\_\_

Dates Specified: \_\_\_\_\_

In consideration of \$ \_\_\_\_\_ received by me from

\_\_\_\_\_, said producer, his successors and assigns shall have the exclusive right to use on his behalf or for his clients or customers the sound films, sound recordings, and/or photographs taken on this date and others specified above by his representative showing me and/or my property. The right to use these sound films, sound recordings, and/or photographs is understood to include the right to make and use reproductions of all or part thereof, to make alterations or additions to the above films, sound recordings, and/or photographs, and to copyright the materials as a whole or in part.

Talent: \_\_\_\_\_  
(sign)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Minor's Parent: \_\_\_\_\_  
(sign)

Witness: \_\_\_\_\_  
(sign)

Producer: \_\_\_\_\_  
(sign)

# LOCATION CONTRACT

Date \_\_\_\_\_

Permission is hereby granted to \_\_\_\_\_

\_\_\_\_\_

(hereinafter referred to as "Producer"), to use the property and adjacent area, located at

\_\_\_\_\_

\_\_\_\_\_

for the purpose of photographing and recording scenes (interior and/or exterior) for motion pictures with the right to exhibit and license others to exhibit all or any part of said scenes in motion pictures throughout the world; said permission shall include the right to bring personnel and equipment (including props and temporary sets) onto said property, and to remove the same therefrom after completion of work.

The above permission is granted for a period of \_\_\_\_\_

from \_\_\_\_\_

at the agreed upon rental price of \_\_\_\_\_.

Producer hereby agrees to hold the undersigned harmless of and from any and all liability and loss which the undersigned may suffer, or incur by reason of any accidents or other damages to the said premises, caused by any of their employees or equipment, on or about the above-mentioned premises, ordinary wear and tear of the premises in accordance with this agreement excepted.

The undersigned does hereby warrant and represent that the undersigned has full right and authority to enter into this agreement concerning the above-described premises, and that the consent or permission of no other person, firm, or corporation is necessary in order to enable Producer to enjoy full rights to the use of said premises, hereinabove mentioned, and that the undersigned does hereby indemnify and agree to hold Producer free and harmless from and against any and all loss, costs, liability, damages or claims of any nature, including but not limited to attorney's fees, arising from, growing out of, or concerning breach of the above warrant.

\_\_\_\_\_  
Signed

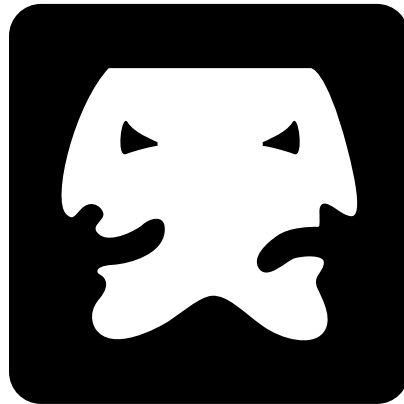
\_\_\_\_\_  
Company

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Address

# Screen Actors Guild



Student Film Agreement

SCREEN ACTORS GUILD  
STUDENT FILM LETTER AGREEMENT

TITLE: “ \_\_\_\_\_ ”

I. Filmmaker (s) / Owner (s):

Name _____	Name _____
SS# _____	SS# _____
Address _____	Address _____
City _____	City _____
State _____ Zip _____	State _____ Zip _____
Phone Number _____	Phone Number _____

II. Budget:

Project financed by: \_\_\_\_\_

Cash expenditures	\$ _____ )		
+			
Crew deferrals	\$ _____ )	=	Total Budget \$ _____
+			
Equipment deferrals	\$ _____ )		

III. Production:

Total # shoot days \_\_\_\_\_ Dates: Start \_\_\_\_\_ Finish \_\_\_\_\_

Edited running time \_\_\_\_\_ Medium to be used \_\_\_\_\_

Total # of speaking roles (speak, sing, stunts) \_\_\_\_\_ \*

\*estimate # of Performers: SAG \_\_\_\_\_ non – SAG \_\_\_\_\_

IV. Initial reason for producing this film: \_\_\_\_\_

\_\_\_\_\_

Intention (s) upon completion of project:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

V. Name of School: \_\_\_\_\_

## SAG Student Film Letter Agreement – 3 of 11

### 1) Scope

The SAG Student Film Letter Agreement (hereinafter referred to as the “Agreement”) is to be executed by the appropriate individual(s) (hereinafter referred to as “Producer(s)”) when said Producer wishes to use one or more Guild members in student projects.

### 2) Pre-Production Requirements

- (A) Submit the following not less than fifteen (15) business days in advance of actual production to the nearest Guild office to which Producer is located:
  - (i) Copy of final shooting script. Treatments not accepted.
  - (ii) Detailed budget breakdown listing all deferred and actual cash outlay monies necessary to produce the project.
  - (iii) A letter from the Producer’s instructor confirming that the filmmaker is enrolled at that educational institution, and is undertaking the project pursuant to a course requirement.
  - (iv) A Letter of Intent from the Producer indicating the following:
    - (a) Title
    - (b) Start date
    - (c) Estimated wrap date
    - (d) Number of consecutive shooting days
    - (e) Medium to be used
    - (f) Edited running time
    - (g) Sub-total of deferred salaries (exclude actors’ salaries)
    - (h) Sub-total of “up-front” monies
    - (i) Grand total (deferred and “up-front” monies)
    - (j) Educational institution in which enrolled
    - (k) Course title and number
    - (l) Sources of financing
    - (m) Who owns the film
    - (n) Reason for producing project
    - (o) Intention(s) upon completion of project

Upon submission of the aforementioned requirements of subparagraphs (i) through (iv) to the Guild, should the Guild deem the project to fall within the established guidelines of said Agreement, the Producer shall be so notified and required to execute the following documents not less than fifteen (15) business days in advance of actual production:

- (a) UCC-1 Financing Statement
- (b) Two (2) copies of the security Agreement
- (c) Two (2) copies of this Agreement

It shall be the responsibility of the Guild to provide the Producer with sample student film performers’ contracts, cast list information, and performers’ daily production time report forms.

### 3) Student Film Projects Defined

- (A) Primary purpose of such projects is a learning experience in which the Producer has the opportunity to work with professional performers and fulfill whatever educational requirements that stipulate such project be produced.

## SAG Student Film Letter Agreement – 4 of 11

- (B) The Producer must be a student enrolled in an accredited educational institution.
- (C) The Producer must be a student enrolled in a filmmaking or television class at such accredited educational institution, either on the undergraduate or graduate level.
- (D) The student (Producer) must own the project. It must not be owned by the educational institution in which Producer is enrolled. If the educational institution owns the project, a separate film letter agreement shall be negotiated between the Guild and the educational institution.

### 4) Scope of Student Film Projects

- (A) Maximum edited running time  
35 minutes
- (B) Maximum grand total budget  
\$35,000.00
- (C) Maximum consecutive shooting days  
20
- (D) Maximum overall Production Period  
6 calendar weeks
- (E) Exhibition of completed project  
In the classroom for a grade.  
  
At student film festivals.

Before the Academy of Motion Picture Arts and Sciences for possible award consideration. (Note: In this regard, the Academy requires that a student film be exhibited at least one (1) week in a paying movie house to qualify for such consideration.)

### 4) Scope of Student Film Projects (continued)

Use as a visual resume to demonstrate before established members of the entertainment industry of the student filmmaker's capabilities.

### 5) Criteria for Denial of Student Film Projects

- (A) Any stated written intent by the Producer that the project will exceed the ceilings as set forth in Section 3, Subsections (A), (B), (C), and (D) of this Agreement.
- (B) Any stated intent in the Letter of Intent which indicates Producer is producing the project to then sell, assign, release, distribute, or otherwise exhibit in Theatrical Motion Picture Houses, Free Television, to Pay-Type CATV, Public Access TV, cassettes, holography, or to Educational- Industrial markets as more particularly defined in the Screen Actors Guild 1990 Industrial-Educational Contract.



## SAG Student Film Letter Agreement – 5 of 11

- (C) If, in the opinion of Guild staff, examination of a script submitted by Producer (e.g., 90 pages) would seem to contradict statements made by the Producer in the Letter of Intent, for example, that the edited running time of the film will be 30 minutes.

In the event of denial by the Guild of a Producer to apply for approval under this Agreement, the Producer shall then be offered the opportunity to execute an appropriate standard collective bargaining agreement for his production with SAG.

### 6) Subsequent Sale, Distribution, Exhibition, Assignment, Release

Notwithstanding Sections 3 and 4 of this Agreement, the Producer understands and agrees to the following should the Producer desire to effect any of the above-mentioned:

- (1) Obtain express written consent from all Guild and non-Guild performers.
- (2) Send copies of the express written consent letters from the performers and a cover letter to the Guild sufficiently in advance of the intended transaction.
- (3) Upon review, if the Guild approves the transaction, the Producer shall immediately pay all Guild and non-Guild performers their total applicable salaries, plus make the appropriate Pension and Welfare reporting and contribution to SAG-Producers P & W Plans, despite the fact that the Producer may not have recouped any production costs.
- (4) Any professional performer who renders services but whose performance does not remain in the final edit is entitled to payment in accordance with the applicable SAG collective bargaining agreement for the work performed in the event of any commercial/theatrical exhibition of the film.

### 7) Production Requirements

#### (A) Actors daily time card

To be used each day by the Producer.

Producer shall complete them in ink or type in specific times for work, meals, travel, dismissal. For example:

Report on set, 9:00 a.m., Meal, 2:00 p.m. to 3:00 p.m., Dismissal, 5:00 p.m.

Upon the performer's dismissal for the day, the Producer shall give him the daily time card or production report to examine and initial.

Copies of such time cards or production reports shall be provided to the Guild not later than Friday at 5:00 p.m. for the previous weeks' work.

In the event of non-compliance, the Guild shall notify the Producer in writing to this effect.

The Producer shall then have five (5) additional business days from the receipt of notice from the Guild to comply. In the event of non-compliance, Producer shall immediately be liable for a \$275.00 liquidated damage claim for each day of breach.

## SAG Student Film Letter Agreement – 6 of 11

### (B) Performer contracts

Every performer shall be given a performers contract to sign before the end of the performer's work day by the Producer.

The contract shall be completed by the Producer. It shall be filled out in ink or typed.

The Producer shall give said contract to the performer to sign.

Said contract shall be executed in four (4) copies. One (1) shall be given to the performer, one (1) to the performer's agent, one (1) to the Guild, and one (1) retained by the Producer.

Copies shall be provided by the Producer to the Guild and other appropriate parties herein mentioned not later than four (4) business days after they are first given to the performers to sign.

In the event of non-compliance, the Guild shall notify the Producer.

Producer shall have an additional five (5) business days to comply.

In the event of non-compliance, Producer shall immediately be liable for a \$10.00 per day late payment, per performer, up to fifteen (15) business days.

### (C) Deferred Payments

Minimum salaries and all other monies (overtime, etc.) relating thereto shall be deferred pending any sale, distribution, assignment, release, or exhibition of the Producer's project; except that should the Producer exceed twenty (20) consecutive shooting days in production, the Producer shall immediately be liable to pay all actors who work beyond that period Guild minimum plus all other monies thereto, including but not limited to Producer's obligation to make appropriate Pension and Welfare contribution and reporting on behalf of such performers.

### (D) Non-Deferred Payments

The following monies shall immediately be due and may not be deferred should they be incurred:

1. Car mileage allowance reimbursement (30 cents per mile)
2. Meal penalties
3. Per diem (when applicable)
4. Reimbursement for expenditure of monies for special hairdress, make-up or wardrobe
5. Late penalty payments to performers
6. Overtime for work in excess of 10 hours in any days (excluding time spent for meals), more than five, consecutive days in each week, or for production which exceeds 20 consecutive shooting days.
7. Rest period penalties
8. Re-takes, added scenes, looping, pursuant to Part II, Section 10
9. Liquidated damages - failure to submit production time reports on time

## SAG Student Film Letter Agreement – 7 of 11

### (E) Hazardous Work

The Producer shall not require any performer to do stunt or hazardous work without first obtaining from that performer express, written consent prior to the commencement of the performer's services in the above project. The Producer will fully discuss the physical requirements of the role at the time of audition or interview.

The Producer shall provide an animal handler or qualified trainer, who shall be present at the place of such activity when Producer requires any performer to engage in hazardous activity and work with animals.

### (F) Nudity

- (i) The Producer will notify the performer or performer's representative of any nudity expected in the role prior to the first interview or audition.
- (ii) During any production involving nudity or sex scenes, the set shall be closed to all individuals having no business purpose in connection with the project.
- (iii) No photographs will be permitted other than production stills made by a photographer assigned to the production.
- (iv) The appearance of a performer in a nude scene or the doubling of a performer in such a scene shall be conditioned upon the performer's express, written consent. The consent shall be obtained by the Producer prior to a commitment or written contract executed.
- (v) If an performer has agreed to appear in such scenes and then withdraws consent, the Producer shall have the right to double, but consent may not be withdrawn as to film already photographed.

### 8) Basic Agreement

Except as herein provided, all terms and conditions of the current Basic Codified Agreement for Independent producers.

### 9) Claims

The Guild agrees that it will not process unduly late claims.

### 10) Actors Availability

Our members shall have the right to accept other professional employment during the course of production of the picture and in consideration thereof the Guild waives the requirement of continuous employment as defined in the Basic Agreement.

PART II  
WORKING CONDITIONS

1) Worktime

All time, from the time the performer is required to report until dismissed, shall be counted as work time for the purpose of calculating overtime and rest periods, excluding time spent for meals.

2) Overtime

Day Performers

Producer may work a Day Performer up to eight (8) hours in any day.

A Producer may work a Day Performer up to ten (10) hours in any day, but those hours beyond eight (8) shall be calculated at time and one-half in hourly units. Such overtime through the ninth and tenth hours of any day shall be deferred and only due as more particularly described elsewhere in this Agreement.

However, should a Producer require a Day Performer to work beyond ten (10) hours in any day, then the Producer shall immediately be liable to pay that performer overtime figured at double the hourly rate in hourly unit

Weekly Performers

Producer may work a Weekly Performer up to ten (10) hours in any day.

Producer may work a Weekly Performer up to an aggregate of 44 hours in any Studio Workweek.

Producer may work a Weekly Performer up to an aggregate of 48 hours in any Overnight Location Workweek. (Note: an overnight location workweek is a week in which there are six (6) overnight location days, excluding Sunday, which performer is required to remain overnight, travels to and from a location, or otherwise renders services.) Performers who render services on such overnight location workweeks shall receive an additional 4/44ths of their weekly salary for a location Saturday. Overtime will be cumulative through the six-day 48 hour week at time and one-half.

However, should a Producer require a Weekly Performer to work beyond the 44 or 48-hour cumulative weekly ceilings, as respectively set forth, Producer shall immediately pay that Weekly Performer overtime figured at time and one-half in hourly units.

No Day Performer or Weekly Performer shall be required to work more than five (5) consecutive days without having the next succeeding two days off.

3) Meal Periods

A meal period shall be at least 30 minutes in length. It shall not be more than 60 minutes in length.

## SAG Student Film Letter Agreement – 9 of 11

(A) Studio

When the Producer is filming at a studio facility, the Producer shall call a meal period not more than six (6) hours from the time of the performer's first call of the day, for whatever purpose.

(B) Local and overnight locations

When the Producer is filming on a local or an overnight location, the Producer must call a meal period not more than 6 hours from the time of the performer's first call of the day, for whatever purpose.

(C) Meal Period Violations

Failure by the Producer to call a meal period will make Producer immediately liable to pay the affected performers the following meal penalty payments:

\$25.00 - For the first half-hour or fraction thereof.

\$35.00 - For the second half-hour or fraction thereof.

\$50.00 - For each third half-hour and succeeding half-hour or fraction thereof.

4) Location and Travel

(A) An overnight location is any location at which performer is required to remain overnight.

(B) Producer will provide first-class transportation to all performers whom Producer requires to travel by air.

The only exception to substituting first-class air transportation for coach air transportation shall be when six (6) or more performers are travelling on the same flight, or, when only coach class air transportation is available on selected carriers (example: P.S.A. flights from LAX to SF0).

5) Reasonable Lodging and Meals at Overnight Locations

(A) All performers shall be provided with reasonable lodging and meals at all overnight locations.

(B) If meals are not provided by the Producer, then the Producer agrees to immediately pay to all the affected performers the following amounts:

\$10.50	-	Breakfast
\$15.00	-	Lunch
\$27.50	-	Dinner

6) The Hollywood 30-Mile, Studio Zone

Said zone is a radius of 30 miles and is centered at the intersection of Beverly and La Cienega Boulevards in the city of Los Angeles.

Producer may require any performer to report anywhere within the Studio Zone.

## SAG Student Film Letter Agreement – 10 of 11

Those performers who do report to locations within said zone shall be reimbursed immediately by the Producer at the rate of \$.30 per mile from the Producer's place of business to the location and back.

### 7) Make-up. Hairdress or Wardrobe

The Producer shall immediately pay any performer whom the Producer requires to expend monies for special make-up, hairdress, or wardrobe.

### 8) Rest Period

All Guild and non-Guild actors shall be entitled to a 12-hour, consecutive rest period from the time the Producer dismisses them until they are recalled, for whatever purpose.

#### (A) Rest Period Penalty

If the Producer violates Section 9, Part II, of said Agreement, then the Producer shall immediately be liable and pay the affected performers a minimum of one day's pay, figured at SAG scale, in accordance with their type of employment.

### 9) Re-Takes. Added Scenes

The Guild agrees that performers will make every reasonable effort to return at the request of the Producer for re-takes, added scenes, looping, trick shots, etc., and provided that such services are rendered by the performers within the twenty (20) consecutive shooting day ceiling, or the six (6) calendar overall workweek ceiling, whichever should apply, the Producer shall not be liable to pay the performers for such work.

(a) Recall of performers by Producer after twenty (20) consecutive shooting days or six (6) overall calendar weeks shall immediately require that Producer pay the performer not less than one day's pay at SAG scale, pro-rata, calculated on the original type of employment.

### 10) Use of "Double"

The Producer agrees not to "dub" or use as a "double" in lieu of the performer, except under the following circumstances:

- (1) When necessary to expeditiously meet the requirements of foreign exhibition.
- (2) When necessary to expeditiously meet censorship requirements, both foreign and domestic.
- (3) When, in the opinion of Producer, failure to use a double for the performance of hazardous acts might result in physical injury to the performer.
- (4) When performer is not available.
- (5) When the performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the performer.

**SAG Student Film Letter Agreement - 11 of 11**

(6) The performer agrees that under either or any of the conditions heretofore cited in subparagraphs (1) to (5), the Producer shall have the right to double and or dub not only the acts, poses, plays and appearances of the performer, but also the voice of the performer, and all instrumental, musical and other sound effects to be produced by the Producer, to such extent as may be required by the producer.

11) Photocopies of Said Agreement to All Performers

- (A) Producer understands and agrees to photocopy this Agreement and make it immediately available to all performers.
- (B) Producer shall bear the entire cost of reproducing this Agreement for the express benefit of all performers whom the Producer utilizes.

UNDERSTOOD, ACCEPTED AND AGREED TO THIS UNDERSTOOD, ACCEPTED AND AGREED TO THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20

BY: \_\_\_\_\_  
(Producer's Signature)

BY: \_\_\_\_\_  
(Screen Actors Guild)

TYPE NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
(Producer's Signature)

TYPE NAME: \_\_\_\_\_