



## FILM PERMIT CODE OF CONDUCT

The City of Boise is excited to welcome and support film and television production. Our goal is to work together to make these projects easy and successful while balancing safety and convenience for our residents and businesses. Film production crews are guests in the communities where they work and shall treat the residents of those communities with respect and civility. It is the responsibility of the permit holder to ensure that cast and crew are made aware of and comply with the requirements of the Boise City Code and this policy.

The person (as defined in Boise City Code § 3-1A-4) applying for a film permit (“Permittee”) from the City of Boise (“City”) shall review and sign this Code of Conduct and Hold Harmless Agreement in order to receive a film permit. A Permittee (“Applicant or Co-Applicant” required if applicant is under 18YO) and their crew, cast models, extras, and other employees, agents, contractors, or representatives (collectively referred to as “Company”) shall be responsible for ensuring that every member of their team is familiar with and abides by this Code of Conduct in addition to the standards and regulations set forth in the Film Permit Ordinance.

### **MINIMUM STANDARDS, REQUIREMENTS, AND PROCEDURES APPLICABLE TO FILMING ACTIVITY IN THE CITY ARE AS FOLLOWS:**

#### **I. NOTIFICATION**

If required by City Code, the Company shall provide written notice to each business and residence within a three hundred-foot (300’) radius of filming activity (e.g., closures, parking, holding, and base camp areas). This notice shall include a one-page notification letter (following the City’s template), which must be distributed to affected businesses and residences seventy-two (72) hours prior to the filming activity, and a copy of which must be submitted to the City Clerk’s Office.

#### **II. PARKING**

- A. Company shall reserve meter hoods for on-street parking spaces used for filming activity.
- B. Company shall coordinate with the City’s Parking Services Office to place “no parking” signs upon meters and at non-metered parking spots reserved for Company use.
- C. The relocation of parked vehicles in the permitted zones can only be performed by tow companies by order of the Boise Police or the City’s Parking Services Office and only when adequate public notice has been provided (i.e., timely “no parking” signage was posted.) Vehicles parked in Company reserved spaces and not affiliated with production shall be reported for management to non-emergency police by calling 208-377-6790 or parking services by calling 208-972-8150 extension 1.
- D. Company vehicles shall not block fire hydrants, bus stops, crosswalks, or accessible parking spaces.
- E. “Loading Zones” are restricted parking spaces at the entrances of designated buildings and businesses. Company production parking in loading zones is prohibited without the consent of the City’s Parking Services.
- F. No Company vehicles shall park in or block residential driveways or commercial parking lot ingress/egress without the prior written permission of that property’s owner.
- G. Company vehicles shall obey state, county, and City parking provisions, including but not limited to the requirement that vehicles must park facing the direction of travel (i.e., do not park on the wrong side of the street or opposite one-way traffic).
- H. Company is responsible for all barricades set up and removal from streets and parking spaces. All barricades must be cleared from the City rights-of-way no later than 8:00 A.M. the following day.

#### **III. PEDESTRIAN TRAFFIC**

- A. Pedestrians should always be treated with courtesy.
- B. Company must maintain at least four feet (4’) of unimpeded sidewalk open for pedestrian use at all times. If a four-foot (4’) clear path cannot be maintained at all times, then the Company must arrange for an ADA-compliant sidewalk detour with the City and Ada County Highway District (“ACHD”). Temporary halting of pedestrian foot traffic is allowed if courteously done and the stop is reasonably brief.
- C. Cables, tripods, props, equipment, and any other equipment that could pose a tripping hazard must be channeled and stationed neatly and safely and marked to warn pedestrians.

**IV. VEHICULAR TRAFFIC**

- A. Company shall not move or remove any street or traffic signs on its own. ACHD must do all street or traffic sign removals for filming activities.
- B. Road closures impacting vehicle traffic must be reviewed and approved by Boise Police and Ada County Highway District and may require an approved traffic control plan.
- C. Vehicles are not allowed to be parked on the grass on public property without prior approval.

Vehicle use within parks on pathways or off designated roadways requires Boise Parks & Recreation Department approval.

**V. PRIVATE PROPERTY USE**

- A. Company must obtain consent from the owner or their authorized agent to use any private property (not owned or controlled by the Permittee) within the City for filming activities.
- B. Company cannot trespass on private property and must remain within the boundaries of the property permitted/ approved for filming.
- C. A sample agreement for private property use and release form is available at the City Clerk's Office.

**VI. FILMING TIMES AND NEIGHBORHOOD ETIQUETTE**

- A. Company MUST accommodate resident, owner, and customer access to homes and businesses, including but not limited to inns and vacation rentals.
- B. Company vehicles arriving on location in or near a residential neighborhood shall enter the area no earlier than the time stipulated in the permit and turn off vehicle engines as soon as possible.
- C. Every cast and crew member shall keep noise levels as low as possible.
- D. Company shall not disrupt any area functions or scheduled maintenance, events, or other activities.

**VII. VEGETATION**

Removing, trimming, or cutting vegetation or trees is prohibited unless approved in writing by the appropriate City authority or property owner. All trees in public rights-of-way or public property (including but not limited to the green spaces located between public sidewalks and street curbs) are under the control of the City Forester. Thus, adjacent property owners have no authority to give permission to trim, cut, or remove such trees.

**VIII. TRASH/RESTORATION OF LOCATION**

- A. Company shall conduct filming activities and operations in an orderly fashion with continuous attention to the storage of equipment not in use and the cleanup of trash and other debris.
- B. Company shall clean up and properly dispose of all trash, debris, and recyclables following scheduled crew meals, thus returning such locations to their original conditions. Arrangements for receptacles or permission to self-haul waste must be planned.
- C. Upon completion of filming at a location within the City, Company shall restore such property to its original condition before leaving such site.

**IX. PUBLIC SAFETY AND WELFARE**

- A. Company shall act in a manner that respects the rights, safety, and well-being of City staff and the public, as well as the integrity of the City.
- B. Company shall ensure that all members of its cast and crew obey the state and City laws pertaining to alcohol and drug use, including but not limited to open containers and consumption in public places and the prohibition of possession or use of marijuana and similar illicit substances that might be legal in other jurisdiction but are not in Idaho.
- C. Company shall ensure that all members of its cast and crew obey City laws on smoking or vaping in public. Company shall provide appropriate containers for the extinguishing and disposal of tobacco products and observe smoking areas.

**X. CITY LOGOS, GOODWILL, AND ACKNOWLEDGEMENTS**

- A. No City logos, insignia, marks, uniforms, vehicles, or personnel identified or identifiable as such shall be filmed or used by a permittee without the express written consent of the City. Issuance of a film permit does not constitute such consent.
- B. Company agrees that any representation of the City or any of its departments, offices, or facilities shall be done respectfully and shall not portray the City, its departments, offices, staff, or facilities in a negative light or otherwise damage the City's reputation and goodwill.
- C. Company shall acknowledge the City for the assistance it provided in the making of the film in the film credits.

**XI. PERMITS, LICENSES, PROOF OF INSURANCE, AND INSPECTION**

- A. Company shall keep a copy of all permits issued by the City or other licensing/permitting agencies on location at all times with the location department.
- B. Drone licenses: Company shall obey all federal, state, and local laws regarding the use of an unmanned aircraft system ("UAS") and shall provide the City Clerk's Office with its permit application proof of a current UAS pilot's Federal Aviation Administration ("FAA") license, UAS registration, certificates of authorization or waivers, and a copy of any required authorization from the FAA to operate a UAS in the national airspace.
- C. Law enforcement officers, City Code Compliance officers, or the officers of other agencies issuing licenses or permits to Company may come to filming locations to inspect issued permits.

**XII. GENERAL PROVISIONS**

- A. The company shall comply with and adhere to federal, state, and city codes and follow the provisions set forth in this code of conduct.
- B. The company shall comply at all times with the provisions of any issued film or other permits and licenses issued by the City or other entities.
- C. Company shall comply with all applicable laws and obtain any and all necessary licenses and permits in accordance with federal, state, and local law.
- D. Company shall not disrupt any area functions or scheduled maintenance, events, or other activities. Company agrees to take steps to minimize any disturbances caused by its work.
- E. Company team members shall wear film production passes whenever possible and be prepared to provide identification, permits, and location agreements upon request.
- F. Company team members shall not bring guests or animals to the location unless authorized in advance by the City and production company.
- G. If a catering truck/trailer/cart is going to be used during production and placed on a public street or sidewalk within the downtown area (i.e., the Downtown BID), an additional special event permit will be required.

**HOLD HARMLESS AGREEMENT**

Upon approval of the attached Film Permit Application by the city of Boise City ("City") the undersigned named organization, through its duly authorized representative, does hereby indemnify, defend (with counsel acceptable to City) and hold harmless the City, its elected and appointed officers, officials, agents, employees and volunteers ("City Indemnitees") from and against any and all causes of action, claims, liabilities, obligations, judgments, losses, or damages, including, but not limited to reasonable attorneys' fees and costs of litigation, ("Claims") arising out of, or in connection with, the attached approved Film Permit ("Permit"), including, but not limited to, the activities, use or conduct in connection with the Permit, or any act or omission related thereto by the named organization or its officers, directors, members, agents, employees, contractors, representatives, guests, invitees, customers or volunteers.

The provisions of this document shall survive the expiration or termination of the Permit.

The person executing this document on behalf of, and duly authorized by, the named organization, represents and warrants to the City that he or she has the authority to execute this Hold Harmless Agreement, and that he or she has read and understands the above statements fully, freely agrees to them and thereupon affixes his or her signature below.