

Village of Cold Spring

Film and Photography Information and Permit Application



The Village of Cold Spring

Rich in history and surrounded by the scenic Hudson Highlands, Cold Spring offers a multitude of great sites and background scenery for film production and location photography

Potential Locations in Cold Spring



Main Street Business District

Cold Spring's Business District offers tree lined streets with a variety of unique shops and cafes housed in historically preserved 19th Century style buildings. Many store fronts have large windows with creative displays facing wide sidewalks. Breathtaking views of the surrounding highlands can be found on almost every street corner.



The Surrounding Hudson Highlands

Location scouts will find breathtaking views of the Hudson River with vistas such as Storm King Mountain, Breakneck Ridge and Bull Hill (Mount Taurus) in the distance. Dockside and Mayor's Parks offer broad, grassy lawns along the riverbank, shaded by stately willows and oaks.



Victorian Architecture and Tree Lined Neighborhoods

Each Cold Spring neighborhood provides tree lined streets, Victorian style homes and a small town environment reminiscent of stepping into a Norman Rockwell painting. Reminders of times gone by can be found the ruins of the old Cornish Estate, Bannerman Island and the West Point Foundry Preserve.

Village of Cold Spring

Film/ Photography/ Audio Visual Permit Application Instructions

The Cold Spring Village Board of Trustees oversees the permitting for film and photography production and considers all permit applications at our meetings, usually the 1st, 2nd, and 4th Tuesdays of each month. Due to the small size of our village, we must consider the overall impact of such projects on Cold Spring residents and businesses. Every effort should be made to reduce inconvenience to our residents and limit any economic impact to our small business owners. Film production may begin no earlier than 8:00 AM and must conclude no later than 9:00 PM unless granted special permission by the Village Board of Trustees.

To effectively notify our residents of potential disruption, we require film and photography permit applications be submitted to the Village office 20 working days prior to the proposed first day of production. Permits cannot be approved if the requirements for approval are not met 5 days prior to the scheduled first location prep day. We will make every effort to expedite application approvals and shorter lead time approvals will be considered on a case by case basis.

Please consider that parking can be very limited within the village. Parking may be available at the Cold Spring Municipal parking lot on Fair Street. A fee of \$300 for each weekday and/or \$500 for each weekend day will be added to the film permit fees if the entire lot needs to be reserved for the duration of the film project. Arrangements to use the municipal parking lot must be finalized 14 days prior to the start of production to allow sufficient time to notify the public. Additionally, contacting Metro-North and our local churches to request permission to park in their lots may be an option. Often these are the best choices available for production trucks, trailers and craft service vans. Most are only a short walk from anywhere in the village. Contact numbers follow on page 11.

The need for Village Police and Fire Protection services shall be determined by the Village Board of Trustees based on the description of, and scope of the proposed production submitted by the production company.

Please submit the following for consideration of a film or photography permit to the Cold Spring Village Office, 85 Main Street, Cold Spring, NY, 10516:

1. Completed permit application form (included on page 4 in this package.)
2. A certificate of insurance must be submitted with the application, naming the Village of Cold Spring as an additional insured, in the following minimum amounts: *Note: Each policy of general and automotive liability shall be endorsed to provide that the Village of Cold Spring, its officers, agents and employees are declared as additional insured under the terms of the policy.
(1) Property damage: \$2,000,000 per individual; \$2,000,000 per occurrence.
(2) Bodily injury: \$2,000,000 per individual; \$2,000,000 per occurrence.
3. Certificate of workers' compensation/disability insurance as required by law for the protection of the production company's employees and contractors.
4. A signed and notarized copy of the Film Production Indemnification agreement (included on page 5 in this package)
5. A signed copy of the Agreement for Village Services (included on page 6-8), with an escrow check, if necessary.
6. A short, written description of all filming activity, basic storyline of scenes and their locations.
7. If the location chosen for filming is on private property, a copy of the agreement contract between the production company and the property owner.
8. A copy of residential neighborhood/business district notification letter to be sent to all businesses and residents within 500 feet of the proposed location. (See sample notification letter form attached to the permit application on page 10.)
9. Filming layout diagram and parking plan showing location of equipment, generators, equipment trucks, dressing room trailers, craft service vans, and location of crew parking, if applicable.
10. A detailed description of any police, fire protection, and private security presence including: number of officers per film day, proposed street closures and proposed location of police and fire vehicles (see Agreement for Village Services pages 6-8.)
11. A check for application/processing fee (see fee schedule on page 9)
12. A refundable Maintenance/Damage deposit equal to one (1) day's fee to be held by the Village until the end of production.

Once the film/photography application is approved, please submit the following items five (5) days prior to the commencement of preparation for/or filming:

1. A check or money order for all daily permit fees.
2. Receipts for certified notification letters to residents and businesses within 500 feet of approved location of filming by the film production.

Village of Cold Spring

Application For Photography, Film, Audio Visual, and Electronic Media Permit

Company Name:

Contact Name:

Address:

Telephone Number:

Mobile phone number:

Contact Person and phone number during production days:

Company Email:

Type of Shoot: Still Photography___ TV Shoot___ Commercial Video___ Audio Visual___

Motion Picture___ Student Film___ Aerial Photo Shoot___ Other: _____

Production/Shoot dates and times requested:

Production/Shoot locations requested:

Will shoot be conducted on private property? Address:

Will shoot be conducted on public property? Address

Estimated duration at each location:

Estimated budget for this location shoot:

Crew size:

Vehicles (number and type):

Please indicate the proposed parking area for equipment, craft service or other production vehicles:

What type and how much equipment will be used?

Is the use of UAS (Unmanned Aerial Systems/Drones) necessary for the production (special permission required)? Yes___ No___

Do you need traffic control/police/fire protection? Yes___ No___ If so, where and for how long? (An agreement with the Village for such services is found on pages 6-8.)

Do requested locations require street closures? Yes___ No___

If so, which streets and for how long?

Are explosives, fires, hazardous materials or special effects planned for any part of location filming*?

Yes___ No___

If so, what type, how many, and for what duration?

*Please note that use of such materials must be approved and supervised by the Cold Spring Fire Company and additional liability insurance may be required.

Please provide a full description of these activities on a separate page.

FILM PRODUCTION INDEMNIFICATION AGREEMENT

The undersigned Permittee acknowledges that he/she has voluntarily applied for a Film Production Permit (the "Permit") and as a condition of, and in consideration for, the privileges associated with the granting of said Permit, Permittee agrees to DEFEND, INDEMNIFY and BOLD HARMLESS, the Village of Cold Spring (the "Village"), its officers, agents and employees, from and against suits, actions, claims, losses, liability or damage of any character, and from and against costs and expenses including attorney fees incidental to the defense of such suits, actions, claims, losses, damage or liability on account of injury, death or otherwise, to any person or damage to any property, arising from any negligent act, error or omission of the undersigned, its officers, employees or agents, arising out of, resulting from, or caused by any act occurring as a result of the exercise of the privileges granted by this permit.

PERMITTEE AGREES THAT THIS INDEMNITY AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF NEW YORK, AND THAT IF ANY PORTION OF THIS INDEMNITY AGREEMENT IS HELD INVALID, IT IS AGREED THAT THE REAMAINDER OF THE AGREEMENT SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

CHOICE OF LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law provisions. Any disputes hereunder shall be venued in a court of appropriate jurisdiction located in Putnam County, New York.

Dated this ____ day of _____, 20__

By: _____,

(Individual)

Applicant Entity Name

By: _____,

Designee, its

Capacity

STATE OF NEW YORK:

Ss:

COUNTY OF PUTNAM:

On the day _____ of _____, 20__, before me, the undersigned, a notary public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

AGREEMENT FOR VILLAGE OF COLD SPRING SERVICES

This agreement (the "Agreement") dated _____, 20__,

between _____ a _____ company with an address at: _____ ("Applicant"), and the Village of Cold Spring, a New York municipality, with offices at 85 Main Street, Cold Spring, NY 10516, for services to be provided by the Village in connection with Applicant's filming activity within the Village.

WHEREAS, Applicant desires to have the Village provide specific (police, recreation, animal control) services to Applicant at _____ (describe location), and

WHEREAS, the Village is willing and able to provide such services as outlined below at a cost set forth herein,

Applicant and Village hereby agree as follows:

1. The Village of Cold Spring will provide _____ (police, recreation, animal control) services in the form of _____ (# of officers/employees) and _____ (# of vehicles) for _____ (describe specific purpose, i.e. traffic, access, etc..) on _____ (date and time range).

The person assigned will be a Village employee assigned at the discretion of the Village of Cold Spring.

2. The Village hereby certifies and maintains General Liability insurance including law enforcement activities in the base amount of \$2,000,0000 together with an umbrella policy for \$4,000,000 for all underlying occurrences. The Village also maintains the statutory Workmen's Compensation insurance as required by New York State.

3. Prior to commencing any activity Applicant agrees to provide evidence of insurance coverage to the Village in the form of a written certificate of insurance indicating primary, non-contributory liability coverage in at least the amount of \$2,000,000, automobile insurance coverage in the amount of at least \$2,000,000.00 per incident and workers compensation insurance in the amount of at least \$2,000,000.00 per incident, naming as additional insured the Village of Cold Spring.

4. The Village of Cold Spring shall only be required to make its best efforts to provide the manpower and equipment as noted above. The parties recognize that there may be an emergency or other circumstances under which the assigned Village employee, or equipment, may be required for public safety to be positioned elsewhere. Such reassignment shall not be regarded as a breach of this Agreement.

5. The period of time covered by the Agreement shall run from _____ until _____, unless extended by mutual agreement of the parties hereto.

6. The cost to the Applicant for the above services shall be as follows:

- a) The number of hours worked by each Village employee shall be computed at the normal overtime rate for said employee.
- b) The cost of miscellaneous safety equipment deemed necessary or desirable by the Village shall be billed to Applicant at a cost basis.

7. Prior to any activity, Applicant will be required to post an escrow amount to cover the Village's estimated cost. Any unused money in the escrow account will be returned to the Applicant.

8. The Village of Cold Spring shall submit an itemized invoice to the Applicant at the conclusion of the event which reflects the amount of escrow utilized. The invoice shall include the name of the employee who provided services, hours worked, the normal hourly rate of pay for each employee, each vehicle assigned and the number of hours assigned, and a list of any additional equipment provided by the Village.

9. Applicant acknowledges and agrees that they hereby voluntarily take and assume all risk and liability associated with the filming activity and any additional activities related thereto, with full knowledge of the risks involved, including risk of injury, death and property damage whether foreseen or unforeseen, known or unknown.

10. Applicant hereby fully releases and discharges forever (and agrees not to sue) the Village of Cold Spring, its residents, officers, trustees, directors, employees and consultants (collectively the "Releasees") from and for any and all liability and claims related to any loss, injury or damage that may be sustained by Applicant or its officers, trustees, directors, employees, consultants, contractors or invitees, including loss of life, personal injury or property damage caused by the negligence, intentional or unintentional acts of Applicant its officers, trustees, directors, employees, consultants, contractors or invitees while participating in the filming activity. Notwithstanding the foregoing release, nothing in this Agreement shall be interpreted to release the Releasees for any acts or omissions by the Releasees which constitute gross negligence, willful and intentional wrongdoing or criminal conduct.

To the extent that the Activity involves property owned or maintained by the Village of Cold Spring, Applicant accepts the use of said property in an "as is" condition without representation or warranty of any kind by the Village, including without limitation, the suitability or safety of said property or any facilities on the property, for Applicant's use. Applicant, at its own expense, shall obtain such permission or other approvals from any third-parties with existing rights to such property as may be necessary to make use of said property in the manner contemplated hereby.

11. Applicant hereby agrees to indemnify, defend (using an attorney mutually approved by both the Village of Cold Spring and Applicant) and hold the Releasees harmless from and against any verifiable and substantiated claims, injuries, losses, damages, liabilities, fines, causes of action, penalties, judgments, costs and expenses (including reasonable attorneys' fees) which directly arise out of or are incidental to Applicant's participation in the Activity or any activity related thereto, whether caused by the negligence, intentional or unintentional acts or omissions of Applicant its officers, trustees, directors, employees, consultants, contractors or invitees.

12. Miscellaneous: Applicant hereby certifies that the filming activity and any activity ancillary thereto shall at all times be in full compliance with all local, state and federal laws or regulations, including without limitation all local parking and fire laws. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. This Agreement will be governed by and construed in accordance with the laws of the State of New York and any and all litigation arising in connection with the Service will be brought solely in Putnam County, New York. Applicant acknowledges that it has had the opportunity to consult with its legal counsel regarding the Agreement and that accordingly the terms of the Agreement are not to be construed against any party because that party drafted the Agreement or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Agreement. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of such signature shall create a

valid and binding obligation of the party executing with the same force and effect as if such facsimile or e-mail signature page were an original thereof.

In Witness Whereof, the undersigned have hereunto affixed their signature as of this

day _____ of _____, 20__.

By: _____

VILLAGE OF COLD SPRING, NEW YORK

By: _____

its MAYOR.

Village of Cold Spring

Film/Photography/Audio Visual Permit Fee Schedule

Application/Processing Fee: \$100.00

Waived for high school or undergraduate student film projects.

Permit Fee Schedule (all fees in US Dollars-):

Commercial film or video production on public property:

Cast and crew size: 5 people or fewer: \$350/first day, \$100 each subsequent shoot day

Cast and crew size: 6-15 people: \$1000/first day (including film prep day)

\$750 each subsequent shoot day

Cast and crew size: more than 15 people: \$1500 first day (including film prep day)

\$1000 each subsequent shoot day

Permit to film on private property: \$500 first day in addition to arrangement with property owner

\$350 each subsequent shoot day

Application Expedition Fee: \$300

Note: fees may be waived for certain non-profit or charitable organizations at the discretion of the Village Board of Trustees.

If police services, fire protection or other village staff are required for filming, the production company will be billed for the actual costs of such services.

The Village of Cold Spring is populated with many working graphic artists, stylists, actors, caterers, photographers, carpenters, musicians and other crew and talent professionals. The Village encourages local sourcing by production companies for supplies, raw materials, crew, talent and food services.

Cold Spring has often been the site of film and television productions. Scenes in "Hello Dolly!", "North by Northwest", "The Affair" and "My Idiot Brother" have all been shot within our village. Thank you for your interest in conducting your film and photography production in the Village of Cold Spring. Our residents and visitors alike enjoy seeing our village represented in motion pictures, television and print advertising.

Sample Neighborhood and Business Notification Letter

This letter, or one similar, should be sent by certified mail to all businesses and residents within 500 feet of proposed location at least 7 days before the commencement of production. Submit receipts for delivery certification to the Cold Spring Village Office at least five (5) days prior to filming.

Date:

From: Production Company & Contact Person

To: Residents/Business Owners of _____Street, Cold Spring, NY 10516

Re: Proposed Film Production

Dear Residents and Business Owners:

This letter is to inform you that the _____ (production company) plans to film on location in your neighborhood.

Planned production will commence on _____ Street from _(time)___AM to _(time)___PM on ___(day)___, the ___(date)___

of ___(month)___, ___(year)___.

Production will end at ___(time)___ on ___(day)___, the ___(date)___ of ___(month)___, ___(year)___.

Please note there may be temporary service and/or access interruptions as described below:

Every effort will be made to reduce inconvenience to the surrounding neighborhood, its residents and businesses.

With our appreciation,

XXX (Contact Person) of XXX (Production Company), Address, Phone

Parking Accommodation for Production Trucks, Craft Service, Cast and Crew Vehicles

Parking can be in very short supply in the Village of Cold Spring. The addition of film production vehicles often creates even more parking shortages and congestion. Several places of worship have parking lots that may be available to you for a small fee.

Here are the contact numbers of a few of our churches that may be able to assist your production.

St. Mary of the Highlands Episcopal Church: 845.265.2539

Our Lady of Loretto Catholic Church: 845.265.3718

Cold Spring United Methodist Church: 845.265.3365

The Church on the Hill: 845.264.2022

Metro-North: <http://web.mta.info/mnr/html/parking.htm>