

March 30, 2009

APPLICATION FOR COMMERCIAL FILMING

Title of commercial/film/shoot: _____

Type of Production: **Commercial** **Feature Film**
 Television **Training Film**
 Public Service **Other** _____

Location of filming: _____

Date(s) of filming: _____

CONTACTS

Production Office:

Name: _____ **Phone:** _____
Title: _____ **Fax:** _____
Date: _____ **email:** _____

Producer:

Name: _____ **Phone:** _____
Title: _____ **Fax:** _____
Date: _____ **email:** _____

Location Manager:

Name: _____ **Phone:** _____
Title: _____ **Fax:** _____
Date: _____ **email:** _____

Michigan Film Office representative: _____

PRODUCTION (Attach additional sheets if necessary.)

1. **Production schedule and activities to include stunts, pyrotechnics, special effects, aerial photography, amplified sound or use of animals: (Give dates and times and rain dates. Hours should include set-up, holding of sets and restoration.**

2. **Number of persons involved with the production, including cast and crew:**

3. **Anticipated need of City personnel, equipment or property:**

4. **Describe any areas in which public access will be restricted during production:**

5. **Describe alterations to property:**

6. **Number and type of production vehicles to be used and location(s) where vehicles will be parked:**

7. **Location where crew will be fed, if not at production location:**

8. **Location where extras will be held, if not at production location:**

Application completed by:	
Name/Title: _____	Date: _____
Approved by: _____	Date: _____

**CITY OF RIVERVIEW
 ORDINANCE NO. 637
 "SPECIAL EVENTS"
 FEE/ INSURANCE SCHEDULE**

REFERENCE ORDINANCE SECTIONS		AMOUNTS
PERMIT APPLICATION PROCESSING FEE	54-53 (a) (6) a.	\$150
PROPERTY FEE (PER SITE/ PER DAY)	54-53 (b) (6) b.	\$1,000
MONITORING FEES (LABOR/ EQUIPMENT)	54-53 (b) (6) c. and 54-59	
LABOR		PER CURRENT WAGE/BENEFIT AGREEMENTS
EQUIPMENT		PER CURRENT STATE OF MICHIGAN SCHEDULE "C" RATES
INSURANCE-PERSONAL	54-55 (a) (5)	\$1,000,000
INSURANCE-EQUIPMENT	54-55 (a) (5)	\$5,000,000
BOND	54-55 (6) 54-60 (b)	MINIMUM \$500

March 30, 2009

LOCATION AGREEMENT

Working Title of Motion Picture _____ *Date* _____

Set Name _____ *Scene Numbers* _____

Name (herein called "Licensor") _____ *Phone Number* _____

Business Address _____

hereby grants to _____ (herein called "Company"), and its employees, agents, independent producers, contractors and suppliers, permission to enter upon and use the premises located at:

_____ and all signs, fixtures, and other personal and real property on and around said premises (all of which, together with said premises, shall be referred to herein as the "Property") for the purpose of still photography and making motion pictures, videotapes and sound recordings in connection with the production, exhibition, advertising and exploitation of the motion picture, commencing on or about _____ (subject to change on account of weather conditions or changes in production schedule), and continuing until completion of all scenes and work required.

CHARGES: (Rates and/or rate schedule – this can vary as to flat day rate, hourly charges – this is negotiated by the production and the location owner.)

All charges are payable on completion of all work contemplated, unless specifically agreed to the contrary.

Company is not obligated to actually use the Property or produce any motion picture or include material photographed or recorded hereunder in the motion picture. Company may at any time elect not to use the Property by giving Licensor written notice of such election, in which case neither party shall have any obligation hereunder.

Company may place all necessary facilities and equipment, including temporary sets, and park vehicles if appropriate, on the Property, and agrees to remove same after completion of work and leave the

Property in as good condition as when received, reasonable wear and tear from used permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. Licensor agrees to execute a location restoration release in Company's favor upon Company's reasonable request following restoration of the Property. In connection with the motion picture, Company may refer to the Property or any part thereof by any actual or fictitious name and may attribute any real or fictitious events as occurring on the Property. Licensor irrevocably grants to Company and Company's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and re-create all or a portion of the Property, to alter such duplicates and re-creations, and to use such duplicates and re-creations in any media and/or manner now known or hereafter devised in connection with the motion picture, including without limitation sequels thereto, merchandising, theme parks, and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

Company agrees to use reasonable care to prevent damage to said Property, and will indemnify Licensor, and all other parties lawfully in possession of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death, or property damage suffered by such person or persons resulting directly from any act of negligence on Company's part in connection with the work hereunder.

All rights of every kind in and to all still pictures, motion pictures, videotapes, photographs, and sound recordings made hereunder shall be and remain vested in Company and its successors, assigns, and licensees, and neither Licensor nor any tenant, or other party now or hereafter having an interest in said Property, shall have any right of action against Company or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue, or censorable in nature.

At any time within 6 months from the date Company completes its use of the Property hereunder, Company may, upon not less than 5 days prior written notice to Licensor, re-enter and use the Property for such period as may be reasonable necessary to photograph retakes, added scenes, etc. desired Company upon the same terms and conditions as contained in this agreement.

Licensor warrants that Licensor is the owner or authorized agent for the owner of the Property and that Licensor has full authority to enter into this agreement and grant the rights herein granted. Licensor's sole remedy for a breach by Company of any of Company's obligations hereunder shall be an action at law for damages, it being agreed that in no event shall Licensor or its successors and assigns, or any other party now or hereafter having an interest in said Property seek or be entitled to injunctive or other equitable relief for breach by Company of any of its obligations under this Agreement.

If the box below is checked, the attached Addendum shall constitute part of this agreement. This is the entire agreement. This agreement cancels and supersedes all prior negotiations and undertakings relating to the Property and contains all of the terms, covenants, conditions, representations and warranties, written or oral, of the parties hereto in the premises. No other authorization is necessary to enable Company to use the Property for the purposes herein contemplated.

ACCEPTED:

(Company)

Licensor: _____

By: _____
Its: Authorized Signatory

By: _____

Terms confirmed by:

Address: _____

Location Manager

Federal I.D. # _____

Check here is Addendum attached

Addendum: The "Company" hereby agrees that no reference to, during the filming of any part of any production, shall be made to the property known as the "RIVERVIEW LAND PRESERVE" or shall reference said property in any credits of said production. The city retains the right to deny release of any production that references, in any way, the property known as the "RIVERVIEW LAND PRESERVE".



CITY OF RIVERVIEW INSURANCE REQUIREMENTS

The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the city of Riverview.

1. **Workers' Compensation Insurance:** The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

2. **Commercial General Liability Insurance:** The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$3,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

3. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than \$3,000,000.00 per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

4. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds:*** The City of Riverview, all elected and appointed officials, all employees and volunteers, agents, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof along with City Engineer, Wayne County, and the State of Michigan where applicable.

5. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty

(30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: John Hajkus, City of Riverview, 14100 Civic Park Drive, Riverview, MI 48193.

6. Owners' and Contractors' Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability not less than \$3,000,000.00 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. The City of Riverview shall be "Named Insured" on said coverage. Thirty (30) days Notice of Cancellation shall apply to this policy.

7. Proof of Insurance Coverage: The Contractor shall provide the City of Riverview at the time that the contracts are returned by him/her for execution, certificates and policies as listed below with the City of Riverview as a named insured:

- a. Two (2) copies of Certificate of Insurance for Workers' Compensation Insurance;
- b. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;
- c. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;
- d. Original Policy, or original Binder pending issuance of policy, for Owners' & Contractors' Protective Liability Insurance.
- e. If so requested, Certified Copies of all policies mentioned above will be furnished.

8. If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Riverview at least ten (10) days prior to the expiration date.

NOTE #1: Items 6 and 7 d are intended primarily (but not exclusively, as indicated in this manual) for construction type contracts, such as road work, sewer work, and building projects.

NOTE #2: For Builders' Risk or Professional Liability services, contact your MMRMA representative.

NOTE #3: In the event that the Contractor cannot provide coverage limits as required, a minimum limit of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, with an umbrella coverage of \$3,000,000.00 minimum.

NOTE#4: Contractor shall be responsible for any deductible or self insured retention.

March 30, 2009

PERMIT FEE AGREEMENT

Date: _____

Company: _____

Address: _____

By mutual agreement, _____ agrees to pay the City of Riverview the sum of \$150.00 (one
(company)
hundred and fifty dollars) for a filming permit.

Upon receipt of said fee, and submission of LOCATION AGREEMENT and APPLICATION FOR COMMERCIAL
FILMING documents, the City will process said permit. Upon successful review, the city agrees to issue a permit.

Sincerely,

(AUTHORIZED SIGNATURES-only one (1) is needed)

Dean Workman
City Manager

Mark Drysdale
Special Project Coordinator)

Doug Drysdale
Finance Director



DATE: _____

APPLICATION FOR COMMERCIAL FILMING

Title of commercial/film/shoot: _____

Type of Production: _____ Commercial _____ Feature Film
 _____ Television _____ Training Film
 _____ Public Service _____ Other _____

Location of filming: _____

Date(s) of filming: _____

CONTACTS

Production Office:

Name: _____ Phone: _____
Title: _____ Fax: _____
Date: _____ email: _____

Producer:

Name: _____ Phone: _____
Title: _____ Fax: _____
Date: _____ email: _____

Location Manager:

Name: _____ Phone: _____
Title: _____ Fax: _____
Date: _____ email: _____

Michigan Film Office representative: _____

PRODUCTION (Attach additional sheets if necessary.)

CITY OF RIVERVIEW

ORDINANCE NO. 637

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES FOR THE CITY OF RIVERVIEW BY THE ADDITION OF ARTICLE III “SPECIAL EVENTS” IN CHAPTER 54 “STREETS, SIDEWALKS AND OTHER PUBLIC PLACES” TO PROVIDE A PROCESS FOR PROMOTING AND MANAGING FILM MAKING WITHIN THE CITY.

The City of Riverview ordains:

ARTICLE I. Amendment. That Sections 54-50 through 54-61 along with Article III titled “Special Events” of Chapter 54, “Streets, Sidewalks and Other Public Places” be added to hereafter read as follows:

ARTICLE II. SPECIAL EVENTS

Sec. 54-50. Film making.

(a) Purpose. The state has adopted legislation that encourages the production of movies and TV shows, the creation of film industry infrastructure, and the hiring of Michigan workers for the wide range of jobs that exist in the film making industry. The goal of the legislation is to benefit the economy statewide.

The city encourages the production of motion pictures and television within its boundaries. This section provides the basis for the rules and regulations governing filming, video taping and related activity within the city. This section is intended to ensure that filming/video taping is done consistent with public health and safety and the protection of property.

(b) Waivers. The city manager, at his discretion, may waive the requirements of this article and may authorize the use of any city street, right-of-way, park, public area, or public building/structure, for use in the filming, taping, or production of any film project, including but not limited to, movies, television, commercials or training films.

(1) The city manager shall have full control over the general location, hours, and use of public streets, buildings, equipment, and personnel while being used for filming, taping, or production purposes.

(2) The city manager shall have the full and absolute right to prohibit and/or order the cessation of filming, taping and/or the production of any project if such acts are determined to be detrimental to public health, safety and welfare.

(3) The city manager may negotiate charges for direct and reasonable costs incurred by the

city to provide additional police, fire, public safety, public works, or any other services needed *or deemed necessary by the city manager* to respond to the film making request.

(4) The city manager shall have the right to impose additional regulations under this section for the protection of public safety and welfare.

Section 54-51. Definitions.

For the purposes of this article;

City Manager means the City Manager for the City of Riverview or his or her designee.

Motion picture, television, radio and photographic production means all activity attendant to staging or shooting (video taping or filming or digital recording) commercial motion pictures, television shows, programs or commercials, and the taking of single or multiple photographs for sale or use for a commercial purpose where the photographer sets up stationary equipment on public or private property or in the public right-of-way in any one (1) location for longer than five consecutive minutes.

Section 54-52. Permit Required.

(a) No person shall use any public right-of-way, or any public or private property or facility for the purpose of producing, broadcasting, taking or making any commercial motion picture, television, radio or photographic production as defined in section 54-51 unless he/she shall have first made application for and obtained, as prescribed in this article, a permit for each instance.

(b) The provisions of this article shall **not** apply to the following:

(1) Current news productions, which includes reporters, photographers or camera persons in the employment of a newspaper, news service, broadcasting station or similar entity engaged in the broadcasting of news events;

(2) Productions which are conducted by the city's public, education and government access organizations, or by or at the direction of the city;

(3) Productions which are conducted within legally established commercial motion picture/television/radio/photography studios;

(4) Video or multimedia broadcast or transmission of a live performance within a live entertainment venue on large screen monitors; or

(5) Private events filmed or photographed for non-commercial purposes, such as private parties or weddings.

Section 54-53. Permit Applications.

(a) Any person desiring a permit to conduct motion picture, television, radio, and photographic production activities under the provisions of this article shall make application on the appropriate form provided by the city, or by furnishing the required information in person or by first class mail, facsimile, or the internet to the city manager. The form must be signed and accompanied by all required fees, deposits, hold harmless agreements and insurance certificates required by this chapter before it will be processed.

(b) The applicant for a permit required by this article shall supply the following information on the application:

(1) The name, mailing address and phone number of the person making the application, along with the name and contact information for the location administrator. Where the person making the application is a partnership, corporation, or other association, this information shall be provided for all partners, officers and directors or members;

(2) The address, legal description, and proof of ownership of the site at which the proposed activity is to be conducted. Where ownership is not vested in the prospective permittee, he or she shall submit an affidavit from the owner indicating the owner's consent to the use of the site for the proposed activity.

(3) A statement of the kind, character, and type of proposed motion picture, television, radio and photographic production;

(4) The dates and hours during which the proposed motion picture, television, radio, and photographic production is to be conducted;

(5) An estimate of the maximum number of attendants expected at the motion picture, television, radio, and photographic production for each day it is conducted;

(6) Each application shall be accompanied by a fee, as follows:

a. A processing fee in an amount established by resolution of the city council to reimburse the city for the staff time required to evaluate the application and establish conditions for approval. The processing fee shall be waived for charitable and nonprofit organizations which qualify under Section 501(c)(3) of the United States Internal Revenue Code. The processing fee is non-refundable.

b. A daily property use fee in an amount established by resolution of the city council to compensate the city for the use of public property and its unavailability for ordinary and usual purposes resulting from the filming activity.

c. A monitoring fee to reimburse the city for staff time required to monitor the filming

activity, and for reasonable costs for other city services or equipment approved for use during such activities, in an amount as determined at the time of the city's review of permit application.

d. The process fee and the property use fee shall be waived for the following:

1. Productions conducted by a cable television company operating under a franchise granted by the city which are not conducted on public property, do not interfere with public right-of-ways, and which involve fewer than two motor vehicles;
2. Productions for wholly charitable or educational purposes and from which no profit is derived, either directly or indirectly; and
3. Student filming - productions directed or produced by a person currently enrolled in courses related to the production.

(c) Each application for a permit required by this article shall be accompanied by a detailed explanation, including drawings and diagrams where applicable, of the prospective permittee's plans to provide for the following:

- (1) The size or area of the property to be used, including a sketch of the filming site showing placement of work trucks, location of production vehicles;
- (2) Sketch of the "base camp" if any, showing any off-street locations for crew parking, honey wagon, catering, and nonessential production vehicles;
- (3) Traffic control plan of the exact filming location, listing roads or lanes to be closed, if any;
- (4) Description of the duration of the proposed activity and daily hours of operation.
- (5) Facilities for cleanup, waste disposal and sanitation arrangements.
- (6) Letter of notification and signatures from businesses/neighborhoods impacted by filming if required by the city manager or his/her designee; and
- (7) Insurance arrangements and coverage.

Section 54-54. Investigation of Application.

Upon receipt by the city manager's office office, copies of the application for a permit required by this article shall be forwarded to the appropriate city departments, and to such other appropriate public officials as the city manager or his/her designee deems necessary.

Section 54-55. Issuance Requirements.

(a) In processing an application for a production filming permit required by this article the city shall, at a minimum, require the following:

(1) *Security personnel.* The permittee shall employ at his own expense such security personnel as are necessary and sufficient to provide for the adequate security and protection of the maximum number of attendants at the location of the filming activity and for the preservation of order and protection of property in and around the site of filming activity. No permit shall be issued unless the city manager, the public safety official, or their respective designee(s) is satisfied that such necessary and sufficient security personnel will be provided by the permittee for the duration of the production filming.

(2) *Notification.* The permittee or his/her designee shall notify affected residents, occupants, businesses, or schools in advance of filming, and as instructed by the city manager of the duration and location of filming activities, including information about planned special effects, road and lane closures, "no parking" requests, sidewalk usage and the time that any barricades will be placed on the street and/or sidewalk.

(3) *Access.* Production vehicles may not block parking lot access drives, fire hydrants, or be parked in fire lanes, and must allow a minimum of 20 feet of clearance between vehicles parked on either side of the road for emergency response vehicles to pass.

(4) *Base camps.* Base camps may not be located on any public street, easement, thoroughfare, right-of-way or any public property unless approved in writing by the city manager. Only the necessary production vehicles (i.e. grip and light trucks) may be parked on a public street, if necessary, at the filming location. Crew parking, honey wagon, catering, and other non-essential production vehicles shall be at a predetermined location approved by the city manager or his/her designee.

(5) *Insurance.* As a condition of issuing a permit under this article, the permittee shall furnish insurance in an amount to be determined by the city manager but in no event in an amount less than one million dollars (\$1,000,000.00) to protect the city against claims of third persons for personal injury, wrongful death and property damage and to indemnify the city for damage to the city property arising out of the permittee's activities. An additional minimum of five million dollars (\$5,000,000.00) of such general liability insurance coverage shall be required in the event motor vehicles, aircraft, helicopters, explosives or pyrotechnics are used in the activity. Such insurance shall be evidenced by the standard general special endorsement form or the certificate of insurance (public liability) form provided by the city. The applicant shall also submit verification that adequate worker's compensation insurance

coverage is maintained.

(6) *Bonding.* Before the issuance of a permit, the permittee shall deposit a sum of money in cash, in the amount of \$500.00 or in any higher amount determined by the city manager to be reasonably required under the circumstances. The bond shall be in a form approved by the city attorney, conditioned upon the permittee's faithful compliance with all of the terms and provisions of this article and all applicable provisions of state or local law, and which shall indemnify the city, its agents, officers, employees and the city council against any and all loss, injury, or damage whatsoever arising out of or in any way connected with the filming activity and which shall indemnify the owners of property adjoining the filming site for any costs attributable to cleaning up and/or removing debris, trash, or other waste resultant from the filming activity. The city manager may waive this bonding provision at his discretion.

(7) *Fire protection.* The permittee shall at his/her own expense take all necessary steps as determined by the city manager, public safety director, fire marshall, or their respective designee(s), to ensure adequate fire protection.

(8) *Hold Harmless Agreement.* The permittee shall execute a hold harmless agreement as provided by the city prior to the issuance of any permit.

(9) *Other Conditions.* Prior to the issuance of a permit, the city manager, or his/her designee, may impose any other conditions reasonably calculated to ensure compliance with the requirements of this section and to protect the health, safety, welfare, and property of attendants or of citizens of the city, including a limitation on the duration of the permit and the location of activities thereunder.

(b) In processing an application for a permit required by this article the city manager shall issue a permit as provided for in this chapter when, from a consideration of the application and from such other information as may be otherwise obtained, he finds that:

(1) The conduct of such activity will not unduly interfere with the use and enjoyment of neighboring property or unduly interfere with traffic or pedestrian movement or endanger public safety and that no streets will be completely closed to traffic for an unreasonable period of time. Adequate advance notice, as determined by the city manager, police chief, or their respective designees, of any street closure shall be given.

(2) The conduct of such activity will not unduly interfere with normal governmental or city operations, threaten to result in damage or detriment to public property, or result in the city incurring any costs or expenditures in either money or personnel not reimbursed in advance by the applicant.

(3) The activity does not propose to include obscene matter or an obscene performance and will not involve conduct in violation of state, local, or federal laws, rules, or regulations,

including 1984 PA 343, being MCI 752.361 to 752.374.

(4) The condition of such activity will not constitute a fire, safety, or any other type of hazard, and that all proper safety precautions will be taken as determined by the heads of the applicable departments or their designees.

(5) The permit shall not authorize the production of a film that in any manner

requires the use of property owned by or under the control of the City of Riverview in violation of 2008 PA 84, prohibiting the production of a film that includes obscene matter or an obscene performance or that requires that individually identifiable records be created and maintained for every performer provided in 18 USC 2557. The city reserves the right to review all proposed scripts for any production filming activities. The decision of the city to issue, conditionally issue, or deny a permit shall be final unless appealed in writing within five working days of the decision by requesting a hearing before the City Council at the next available meeting. Where conditions are imposed as prerequisite to the issuance of a permit and where a permit is denied, notice thereof shall be mailed to the applicant by certified mail within five (5) days of such action. In the case of a permit denial, the reasons therefore shall be stated in the notice.

Section 54-56. Grounds for denial.

A filming permit, required by this article, may be denied if:

- (1) The applicant fails to comply with any or all requirements of this article, or with any or all conditions imposed pursuant to this chapter, or with any other applicable provision of state, local, or federal laws, rules, or regulations; and/or
- (2) The applicant has knowingly made a false, misleading or fraudulent statement in the application or in any supporting document.

Section 54-57. Contents, posting, transferability.

A production film permit required by this article shall specify the name and address of the permittee, the kind and location of the filming activity, the maximum number of attendants permissible, the duration of the permit and any other conditions imposed pursuant to this chapter. It shall be posted in a conspicuous place upon the premises of the filming activity, and shall not be transferred to any other person or location.

Section 54-58. Revocation of Permit.

(a) The city manager, or his/her designee, may revoke a permit issued pursuant to this article whenever the permittee, his employee or agent fails, neglects or refuses to fully comply with any and

all provisions and requirements set forth in this chapter, including the conditions imposed upon issuance of the permit, or with any and all provisions, regulations, ordinances, statutes, or other law incorporated by reference in this chapter.

(b) A permit shall automatically be revoked if riotous, disorderly, obscene, or otherwise unlawful conduct occurs at a filming location or if an assemblage exceeds one hundred and twenty-five (125) percent of the estimated attendance, as indicated on the application for a permit. In such instances, the premises may be closed by the Police Department or Fire Department and the assembly disbursed.

Section 54-59. Cost of Additional Services.

If deemed necessary by the city manager, or his/her designee, additional police, code enforcement, fire, and other city services shall be provided for the purpose of protecting, assisting, and regulating the proposed activity. The estimate cost of providing such additional services shall be paid in advance to the city by the applicant. Any additional city services will be provided/coordinated through the city.

Section 54-60. Clean-up and Restoration.

(a) The applicant shall conduct operations in an orderly fashion with continuous attention to the storage of equipment not in use, maintenance of the area, and the cleanup of trash and debris. The area used shall be cleaned of trash and debris within two hours of the completion of the activity or within such other time established in the permit to the city's satisfaction. The applicant shall be responsible for restoring any area damaged or disrupted before leaving the site. If the site is not repaired or restored to the city's satisfaction, the city shall have the necessary restoration and/or repairs performed and the applicant shall reimburse the city for such work within ten days of completing filming.

(b) In the event the applicant fails to so reimburse the city, the city may secure its reimbursement from either a cash or surety bond which shall be posted with the city to ensure faithful performance of such restoration. Such faithful performance bond shall be filed at the time of the application in an amount of \$500.00 or in any higher amount as determined by the city manager and/or his/her designee to be reasonably required under the circumstances. The amount of the bond shall in no way limit the applicant's liability or responsibility for the costs of repairs or restoration in the event these costs exceed the bond amount.

Section 54-61. Administrative regulations.

The city manager is hereby authorized to promulgate and enforce administrative regulations in the implementation and enforcement of this article

ARTICLE II. Penalty: A person violating this ordinance shall be deemed guilty of a misdemeanor and punished in accordance with Section 1-8 of the Code of Ordinances of the City of Riverview, unless a different penalty is expressly provided in this ordinance.

ARTICLE III. Severability: Should any word, sentence, phrase or any portion of this ordinance be held in a manner invalid by any court of competent jurisdiction or by any agency having authority to do so for any reason whatsoever, such holding shall be construed and limited to such word, sentence, phrase or any portion of the ordinance held to be invalid and shall not be construed as affecting the validity of any remaining words, sentences, phrases or portions of the ordinance.

ARTICLE IV. Conflicting Ordinances: All prior existing ordinances adopted by the City of Riverview inconsistent or in conflict with the provisions of this ordinance are, to the extent of such conflict or inconsistency, hereby expressly repealed.

ARTICLE V. Reading and Publication: This ordinance shall be given a first reading on _____, shall be adopted on _____ and shall be published and become effective upon publication. The clerk shall publish a summary of this ordinance and include in the publication notice that a true copy of the ordinance can be inspected or obtained at the clerk's office.

ADOPTED, APPROVED AND PASSED by the City Council of the City of Riverview this _____.

The undersigned hereby certifies that the foregoing is a true and accurate copy of the ordinance adopted by the City Council of the City of Riverview at a regular meeting held on March 7, 2011.

Judith A. Bratcher, City Clerk

Form W-9
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)
CITY OF RIVERVIEW
Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ Exempt payee
 Other (see instructions) ▶ MUNICIPALITY

Address (number, street, and apt. or suite no.)
14100 CIVIC PARK DR.
City, state, and ZIP code
RIVERVIEW, MI 48193

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number
3816007246

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Douglas W. Drysdale (PURCHASING DIR.) Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

