

ADMINISTRATION BUILDING - 581 MAIN STREET
P.O. BOX 5042 - WOODBRIDGE, NEW JERSEY 07095
TELEPHONE (732) 750-5300

JON S. CORZINE GOVERNOR KRIS KOLLURI, Chairman
JOSEPH (J.P.) MIELE, Vice Chairman
MICHAEL R. Du PONT, Treasurer
HAROLD L. HODES, Commissioner
DAVID G. EVANS, Commissioner
RAYMOND POCINO, Commissioner
MICHAEL LAPOLLA, Executive Director

FILMING APPLICATION INSTRUCTIONS

The following documents must accompany the Filming Application:

- 1. Certificates of Liability Insurance made out to the *New Jersey Turnpike Authority* as Certificate Holder
- 2. Copy of Motor Vehicle Insurance Policy
- 3. Signed Indemnification Form by all persons present at the filming
- 4. Signed agreement prepared by the Authority requiring Licensee to reimburse the Authority for all overtime, vehicle use, and administrative overhead per personnel assigned to filming project.

IMPORTANT: *Permits are not issued until all the above requirements are fulfilled, as specified. *Permits may be revoked at any time.

Once authorization is granted to film on the New Jersey Turnpike and/or Garden State Parkway, applicant will be subject to filming regulations and restrictions as explained by a representative of the New Jersey Turnpike Authority.

Application must be forwarded to the Authority <u>three (3) weeks</u> before requested date of filming. Requests that fail to meet this requirement will not be considered.

This permit, when approved, is issued to the applicant to film on the New Jersey Turnpike Authority property, only on the dates, times and locations designated on form.

It is agreed that applicant, its agents, officers and employees shall at all times obey the 'Regulations relating to the control of traffic on the New Jersey Turnpike' and the 'Regulations governing the use of the Garden State Parkway'.

Should you have any questions or require additional information, please contact Erika Vargas-Garrison at (732) 750-5300, Ext. 8680 or send via fax at (732) 750-5367.



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JON S. CORZINE GOVERNOR

INSURANCE REQUIREMENTS

In order for your application to be approved by the Authority, you must provide the following proof of insurance:

1) **Comprehensive General Liability Insurance Policy** in the minimum amount of **\$2 million** per occurrence and aggregate combined single limit of liability for bodily injury or property damage.

The New Jersey Turnpike Authority, its commissioners, officers, employees and agents must be named additional insured for General Liability, Automobile Liability and Excess Liability for any liability arising out of the performance of any activity, use or occupancy of the Authority's property. A copy of the endorsement must be provided.

The coverage to be provided under this policy shall be at least as broad as the standard basic unamended and unendorsed comprehensive general liability policy.

The insurance policy shall be endorsed to include Broad Form Property Damage, Contractual Liability, Completed Operations and Independent Contractors.

- 2) Comprehensive Automobile Liability Insurance to cover owned, non-owned and hired vehicles with minimum limits of \$2 million combined single limit of liability for bodily injury or property damage.
- 3) Workers Compensation and Employer's Liability Insurance in accordance with the requirements of the State of New Jersey. It shall include an all-state endorsement to extend coverage to any state, which may be interpreted to have legal jurisdiction. Employer's liability insurances shall be provided with a limit of liability of not less than \$1 million for each accident.
- 4) All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A- or better.

In addition, if approval is granted, each member of the filming crew and cast must sign a Waiver and Indemnification (Please see attached).



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NEW JERSEY TURNPIKE AND GARDEN STATE PARKWAY FILMING APPLICATION

PLEASE COMPLETE AND RETURN VIA FAX FOR REVIEW

(Please Print Legibly)

DATE:			
NAME OF COMPANY:			
PRODUCTION CONTACT:			
ADDRESS:			
PHONE #:	FAX#: _		
CELL #:			
TYPE OF FILMING			
DOCUMENTARY		FEATURE FILM	
EDUCATIONAL		NETWORK/CABLE TV	
COMMERCIAL NAME PRODUCT		STATION NAME	
☐ OTHER SERIES/SPECIAL			
PROPOSED DATE & TIME OF FILMING:			
PROPOSED FILMING LOCATIONS:			
STATIONARY/STAGING AREA:			

MOVING TRAVEL AREA	A:	
PROVIDE TITLE, PROD	OUCER, DIRECTOR AND INDENTIFY CELEBRITIES:	
	MANAGER & CELL PHONE #:	
	N MANAGER & CELL PHONE #:	
	TE DESCRIPTION OF SCENES TO BE FILMED:	
-		
SPECIAL EFFECTS OR U	UNUSUAL SCENES:	
LIST ALL OWNED, NON	N-OWNED AND HIRED VEHICLES AND PLATE NUMBERS:	
DATE:	SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
	'T'I'T'I E.	



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WAIVER AND INDEMNIFICATION

KNOW ALLL MEN BY THESE PRESENTS, that WE, the undersigned (hereafter: us/we), with permission from the New Jersey Turnpike Authority wish to enter upon certain property owned by the New Jersey Turnpike Authority (hereafter: the Authority), for the purpose of a survey or the performance of any other work or activity. In consideration for being granted permission by the Authority, we hereby agree to waive any and all claims, causes of actions and demands, of whatever nature that may arise out of, during the course of, or as a result of our presence on the aforementioned property.

WE, do hereby further agree that we will present no claim, action or demand whatsoever, against the Authority arising directly or indirectly out of or on account of such survey or other work.

WE, hereby agree to defend, indemnify and save and hold harmless the Authority, its officers, agents, servants and employees, and each and every one of them, from and against all suits, costs, claims, expenses and judgments of every kind and description including claims, suits, costs, expenses and judgments by us, the Licensee mentioned below, our agents, servants, employees, contractors, and from all damages and expenses to which the Authority or any of its officers, agents, servants and employees may be subjected to by reason of us entering upon the property of the Authority.

WE, further agree to show such evidence of insurance as shall be necessary in the opinion of the Law Department of the Authority including amount, type of coverage and carrier.

	FIRM	
PRINT NAME LEGIBLY	SIGNATURE	
	TITLE	
	DATE	



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AGREEMENT BETWEEN THE NEW JERSEY TURNPIKE AUTHORITY AND (NAME OF PRODUCTION COMPANY)

This Agreement (the "Agreement") made and entered this *(DATE)* by and between the New Jersey Turnpike Authority ("Authority") whose address is 581 Main Street, P.O. Box 5042, Woodbridge, New Jersey 07095 and the *(PRODUCTION COMPANY)* ("Licensee") having an address at *(PRODUCTION COMPANY ADDRESS)* (together the "Parties").

WHEREAS, the Authority is responsible for the operation of the New Jersey Turnpike and the Garden State Parkway; and

WHEREAS, the Licensee desires to obtain a license to use a certain section of the *(AUTHORITY-OWNED PROPERTY)*, specifically from *(PROPOSED FILMING LOCATION)*, for the purpose of filming; and

NOW THEREFORE AND IN CONSIDERATION OF the covenants and terms of this Agreement as hereinafter set forth, the Authority and the Licensee agree as follows:

- 1. Authority grants to the Licensee the right to use and occupy an area of the *(REQUESTED LOCATION FOR FILMING)* on *(REQUESTED DATE FOR FILMING)* from approximately *(REQUESTED TIME OF FILMING)*.
- 2. Licensee will pay for and provide all personnel and items necessary for the activities described herein, including but not limited to, operations personnel, additional signage, shuttle service and clean up of the areas utilized as necessary.
- 3. Licensee will reimburse the Authority the cost of all direct and indirect labor, materials, supplies and service costs incurred by the Authority as a result of the Licensee's use of the Authority Property as set forth in this Agreement, ordinary wear and tear excepted, and such other direct labor and special services as the Authority may deem necessary or that the Licensee may request. The Parties agree that this will include any and all costs for and/or expended by State Police personnel.
- 4. Licensee will reimburse the Authority for overtime, vehicle use and administrative overhead per personnel assigned to filming project. Payment shall be made to the Authority within ten days of receipt of an invoice.
- 5. Nothing contained herein shall be construed as to constitute the Authority and the Licensee as joint venturers or partners or to make the Authority responsible for any debt of the Licensee.
- 6. The Authority shall have no responsibility whatsoever for any damage to property of the Licensee or its agents which is placed on the Authority's Property.

- 7. This Agreement shall be considered made in New Jersey; the laws of the State of New Jersey govern this Agreement.
- 8. A failure by Licensee to perform any covenant, duty or obligations set forth in this Agreement or any addendum hereto, shall be cause for the Authority to terminate the agreement upon notice in writing to Licensee.
- 9. Licensee further understands and agrees that a New Jersey Turnpike Authority Traffic Permit Application must be completed and its requirements met to the satisfaction of Authority personnel and that a Traffic Permit must be issued by the Authority to the Licensee before the terms of this Agreement can be effectuated. The Parties agree that a copy of the Traffic Permit Application as completed by the Licensee is attached hereto and incorporated herein as part of this Agreement.
- 10. Licensee shall defend, indemnify and hold the Authority, its officers, agents, servants and employees, harmless from any and all loss, injury or damage to any persons or any property that may be sustained by reason of the activities or operation of the Licensee or any of its servants, agents, or employees in pursuit of this agreement, unless such injury or damage to any persons or any property is the result of the negligence by the Authority.
- 11. This Agreement, along with the completed Traffic Permit Application, sets forth the entire understanding by the Authority and the Licensee and no amendments or modifications shall be made to the Agreement except in writing and signed by both the Authority and the Licensee.

AUTHORITY: NEW JERSEY TURNPIKE AUTHORITY
By:
Michael Lapolla, Executive Director
LICENSEE: GRETA PRODUCTIONS, LLC
By:



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JON S. CORZINE

FILMING REGULATIONS

19:9-1.22 Filming, Photographing or Videotaping on Authority property prohibited, except as authorized:

- (a) To insure the health, safety and welfare of motorists, the general pubic and the Authority, no person shall be permitted to park, stop, stand or travel at a slow speed in violation of N.J.S.A. 27:23-27, for the purpose of taking photographs, videos, or motion pictures (hereinafter collectively "film") on the Roadway, except as provided in (b) below or except as otherwise authorized pursuant to (c) or (d) below.
- (b) Notwithstanding (a) above, persons, with prior written permission from the Executive Director of the Authority, shall be permitted take film in those portions of the service areas of the Roadway under the Authority's control which are not used for the moving, servicing or parking of vehicles, provided the taking of such film does not interfere with or obstruct the movement or flow of vehicles and people lawfully on the Roadway. Such interference or obstruction includes, without limitation, the taking of such film within 100 feet of any ramp or traveled roadway portion of the Roadway. Persons wishing to take film in those portions of the Roadway which are not under the control of the Authority, such as the buildings in the service areas which are under lease, shall contact the appropriate party for approval.
- (c) The Authority, through its Department of Communications or successor department, Executive Director or designee, may grant a permit to take film on the portions of Authority property not specified in (b) above, provided the person(s) requesting such permit submits the following:
 - A written application to the Authority, at least two weeks prior to the date of the filming, stating the date, time and location of the filming, names and addresses of the applicants, the number of individuals and vehicles to be present at the filming, the purpose of such filming and any other information the Authority may deem necessary in order for it to make a determination that such filming can be conducted without a risk to the safety, traffic security or movement of the Roadway;
 - 2. Certificates of liability insurance (indicating the New Jersey Turnpike Authority as an insured under the policy) in an amount deemed by the Authority to be acceptable given the nature and scope of the filming;
 - 3. A copy of the motor vehicle insurance policy for each vehicle to be used in the filming; and
 - 4. An indemnification and hold harmless agreement signed by all persons responsible for the filming, in a form provided by or acceptable to the Authority.
- (d) The permittee shall comply with any Authority restrictions on the time, place and manner of the filming imposed as a condition of the grant of a permit in order to ensure the safety, traffic security or movement of the Roadway.
- (e) The Authority shall grant such permit in accordance with (c) and (d) above, unless the Authority determines that the time, location or nature of such filming would create a risk to the safety, traffic security or movement of the Roadway and that such risk cannot be adequately controlled.
- (f) In the event that a bona fide representative of the news media requires immediate permission to film an emergency situation on a portion of the Roadway not specified in (b) above, the Authority may grant a permit to film over the telephone to the news media representative, provided:
 - 1. The applicant has previously obtained a valid press pass from the Authority;
 - 2. The Authority has determined that such filming would not create an unreasonable risk to the safety, traffic security or movement of the Roadway; and

3. The applicant agrees to abide by certain time, place and manner restrictions on the filming which may be imposed by the Authority or the State Police to ensure the safety, traffic security or movement of the Roadway.

New Rule, R. 1997 d.82, effective February 18, 1997.

See: 28 N.J.R. 2518(a), 28 N.J.R. 3242(a), 29 N.J.R. 587(a). Amended by R.2005 d.23, effective January 3, 2005.

See: 36 N.J.R. 4415(a), 37 N.J.R. 90(a)