

## FILM PRODUCTION PERMIT APPLICATION

<b>APPLICANT<sup>1</sup></b>			
The Undersigned:			
SURNAME AND NAME		TAX CODE NO.	
Place and date of birth:			
CITY	PROVINCE	COUNTRY	DATE (dd/mm/yy)
Address:			
STREET		Number	ZIP CODE CITY
PROVINCE	COUNTRY	Telephone	Cell. Fax
E-mail			
As:			
For the Company:			
NAME		VAT OR TAX CODE NO.	
Registered Office:		of	Number:
STREET	NUMBER	ZIP CODE, CITY	
PROVINCE	COUNTRY	Telephone	.Cell. Fax
E-mail			

### **DECLARES**

The intention of filming in external areas open to the public as follows:

1. During the period from .....to.....
2. From (time) .....to .....
3. Location .....
4. Type of production: ☐ Feature film   ☐ TV drama   ☐ Commercial   ☐ Short film   ☐ Video   ☐ TV report  
☐ Documentary   ☐ Photographic service

Title: .....

Directed by: .....

Produced by: .....

Total crew: ..... Equipment: .....

.....

## **DECLARES**

- 1) That filming will not interrupt the normal circulation of the public or traffic, or of the normal commercial activities of the neighborhood, and will not violate any City Council regulations (if violations to City Council regulations are ascertained, the City Policy may interrupt the filming and sanctions may be applied).
- 2) That, in accordance with Article 28 of the Italian Civil Code Procedure, in case of dispute with the City Council of Brescia regarding and consequent to the filming hereof, the competent court shall be the Court of Brescia.
- 3) The filming ☐ does not involve ☐ involves the use of a drone.

If a drone is to be used, the shooting communication must be sent to ENAC, Ufficio Territoriale di Bergamo at the following address [protocollo@pec.enac.gov.it](mailto:protocollo@pec.enac.gov.it) and in copy to [filmcommission@comune.brescia.it](mailto:filmcommission@comune.brescia.it) **at least 30 days before the date of filming**, enclosing the documentation for operations in critical areas as per ENAC Remote Piloted Aircraft Regulation Edition 3 Amendment 1 listed below:

1. declaration of the UAS operator's ability to comply with the obligations deriving from ENAC regulations (ex art.11) with relevant ENAC reference number (declaration or authorisation), QR identification code of the UAS in use and copy of the pilot certificate for the type of operation requested.
2. valid insurance certificate for the UAS in use
3. in the case of specialised operations on behalf of third parties, a copy of the agreement between the operator of the UAS and the customer in which the parties define their respective responsibilities for the specific flight operation also with regard to data protection provisions (articles 7/1 and 34 of ENAC's UAS Regulation Ed.3-Amdt.1).

\* The flight restrictions provided by art. 10/8 remain in force. **(it is forbidden to fly over gatherings of people, for processions, sporting events or forms of entertainment or in any case areas where unusual concentrations of people occur)**. Furthermore, the pilot/operator must ensure that operations are carried out in observance of the traffic rules defined in Section V of the ENAC's UAS Regulation Ed.3-Amdt.1.

\* The flight limitations for the prohibited zone within a radius of half a nautical mile from the Case Circondariali Nerio Fischione (former Canton Mombello) and Verziano as well as limitations provided by the Air Traffic Management Memorandum ATM-09 of 24.05.2019 remain in force.

- 4) Pursuant to art. 28 c.p.c., for any dispute with the Municipality of Brescia inherent and consequent to the filmed production referred to in this communication, the Court of Brescia will have jurisdiction

**5) That filming ☐ does not require ☐ requires.....sq. m (tick desired option) of public space and areas in the above locations.**

## **UNDERTAKES**

- 6) to manage the public ground/space used for photo/cinematographic filming activities in compliance with current health and hygiene regulations;
- 7) to return the granted areas in the same condition in which it received them
- 8) to indemnify all damages, if any, caused to municipal property during the course of the event
- 9) That the City Council shall be released from all liability for any damage to persons or things related to the film production, including infringement of copyright laws in any way, and any damage related to compliance with the tax laws and the requirements of the Italian authors' copyright association, SIAE.
- 10) That the City Council shall be released from all liability for any damage to persons or things that may occur on the occasion of and/or in consequence to the film production hereof.
- 11) To compensate, within 15 days of the request, any damage caused to City Council property on the occasion of and consequent to the film production and traceable to said film production, in accordance with Articles 2049, 2050 and 2051 of the Italian Civil Code.

## **ATTACHMENTS**

- Brief synopsis of the film production.
- Production plan.

Contact for urgent communication from this office before and after the filming:

Name and Surname..... Telephone.....

Date

Signature\*

Pursuant to and for the purposes of articles 1342 and 1341 paragraph 2 of the Italian Civil Code, the clauses marked with numbers 2, 6, 7 and 8 are expressly signed.

Date

Signature\*

1 The data contained herein shall be used for internal purposes only as per the provisions of the Italian Personal Data Protection Law Decree no. 196, June 30, 2003, and as per the provisions of the City Council Regulations as per the resolution GC no. 330/11512 P.G. dated March 26, 2003 and subsequent amendments and supplements.

"Privacy policy" (articles 13-14 EU Reg. 2016/679) towards the subjects to whom the above-mentioned data refer

- The data controller is the Municipality of Brescia, with registered office in Brescia, Piazza della Loggia n. 1, represented as regards privacy obligations by the General Manager
- contact details [protocollogenerale@comune.brescia.it](mailto:protocollogenerale@comune.brescia.it)
- contact details of the data protection officer [RPD@comune.brescia.it](mailto:RPD@comune.brescia.it)
- the purpose of the processing of the aforementioned data is solely that of the knowledge and management of communication for the shooting of cinematographic film and television programmes
- the data will be kept for a period of ten years, after which they will be deleted
- appropriate security measures will be taken in the processing
- data subjects (i.e. the natural persons to whom the personal data refer) have the right to access the data, to rectification, restriction or opposition to processing for legitimate and express reasons, to lodge a complaint with the Privacy Authority
- For the complete privacy policy, please refer to the policy accessible on the website [www.comune.brescia.it](http://www.comune.brescia.it).

Privacy obligations of the filming party

The processing of data by means of filming must comply with the provisions of EU Reg. 2016/679 and Legislative Decree 196/2003.

The filming party is the data controller of the processing carried out through the filming itself; any liability arising from incorrect processing and non-compliance with the aforementioned regulations shall be attributed to the same party.

When filming, the processing of personal data must be respectful of the confidentiality and dignity of persons, must not be invasive, must be based on a ground of lawfulness as provided for by the EU Regulation, and must be carried out in compliance with appropriate security measures. The employees and persons in charge of the processing must be properly trained and informed about the correct processing methods.

\* attach copy of ID