

FILMING PERMIT

This Agreement is entered into as of the last date signed below (“Effective Date”) by and between the Santa Catalina Island Conservancy, a California nonprofit corporation (“Owner”), and **INSERT NAME:** _____ (“Permittee”). Together, Owner and Permittee may be referred to as the “Parties,” or each individually as a “Party.”

In consideration of the covenants herein contained, the parties hereto mutually agree as follows:

1. Right of Entry: Owner hereby allows Permittee and its agents, employees, and guests the temporary right to enter onto the Property, as defined in **Exhibit A** (the “Premises”), attached hereto, to conduct the permitted filming activities, as defined in **Exhibit A** (“Filming”), and for no other purpose, subject to the terms of this Agreement. This right of entry includes the right to use private roads owned by Owner in connection with the use of the Premises. Such use shall be subject to all Owner’s road regulations.

2. Term: Permittee may enter the property during the times identified in the “Dates/Hours of Activity” section of **Exhibit A**. Permittee may, by written notice, request additional dates or hours of entry; requested additional time may be granted by the sole and absolute discretion of the Owner.

3. Right to Use Film/Photographs:

3.1 Owner grants Permittee rights of every kind to the motion picture, sound recording, and other photography made by Permittee on the Premises, including the right to utilize the same in connection with the production, exhibition, advertising, and other exploitation thereof, in any manner whatsoever, whether now known or hereafter devised, in perpetuity and throughout the universe. Nothing herein contained shall obligate Permittee to use, photograph, or depict the Premises in any production, nor to exercise any of the rights granted herein. Further, Owner will not assert or maintain against Permittee any claim based upon invasion of privacy, publicity, or other civil rights or defamation in connection with the exercise of the permission or rights herein granted. In the event of any breach of this Agreement by Permittee, Owner will be entitled to an action at law for monetary damages, but Owner shall not enjoin, prevent, or delay Permittee’s use or exploitation of the production.

3.2 Permittee is prohibited from using or photographing any of the logos, servicemarks, trademarks or other identifying material of Owner or using the name of Owner, or the name of the City of Avalon, or Santa Catalina Island Company, unless written permission is granted by Owner, provided however that Eco Jeep logos, Airport in the Sky building logo, and miscellaneous signage is hereby approved for visibility in final edit.

4. Security Deposit:

4.1 Permittee shall pay to Owner on or before the Effective Date a security deposit of \$2,500.

4.2 No interest is payable on the Security Deposit.

4.3 The balance of the Security Deposit will be refunded within ten (10) business days of final walk-through or determination of expenses due after completion of location clean-up.

5. Fees: Permittee agrees to pay to Owner or Owner's agent the amount identified in the "Fees" section of **Exhibit A** no later than five (5) business days prior to the first day on which the Activity will occur.

6. Conditions of Use:

6.1 *Owner Approvals*. Permittee must obtain Owner's approve of storyboards, synopsis, or shooting script involving the Premises, as applicable.

6.2 *Owner Staff Interviews*. If Permittee intends to interview Owner's staff, Permittee shall work with Owner to develop discussion points for the interviews.

6.3 *Mandatory Site Representative*. Permittee must pay for (see **Exhibit A**), and Owner will provide, an Owner's Site Representative to be present on the Premises at all times while Permittee is using or occupying the Premises.

6.4 *Property Supervisor/Ranger*. Owner may also require, at Owner's sole discretion, that Permittee pay for (see **Exhibit A**) a Property Supervisor/Ranger to provide direction regarding filming oversight and environmentally sensitive conservation areas, which directions must be complied with or Owner may immediately terminate this Agreement.

6.5 *Fire Department Filming Permit*. A copy of an approved Los Angeles County Fire Department Motion Picture/ Filming Permit Form #394 must be submitted to Owner prior to Permittee's use of the Premises.

6.6 *No Power Provided*. Unless otherwise specified in **Exhibit A**, Permittee shall provide its own power source (or generator) for lighting as well as its own lighting and cameras. No equipment is to be plugged into any house outlets without prior arrangements and approval.

6.7 *Security*. Permittee shall provide its own security during use of the Premises.

7. Contact: Permittee agrees that all notices and communications pursuant to this Agreement shall be made to the person identified in the "Contact" section of **Exhibit A**.

8. Compliance with Rules: Permittee shall comply with all rules for use of the Property set forth in **Exhibit B**, attached hereto.

9. Damages/Restoration of the Property: Permittee is solely responsible for all damage to the Property or other real or personal property of Owner caused by or related to the Filming. Upon conclusion of the Filming, Permittee shall, at its own cost and expense, restore the Property to the same condition in which it was in prior to Permittee's entry. If Permittee fails to restore the Property to its prior condition within ten (10) business days after conclusion of the

Filming, the Owner may proceed with such work at the expense of Permittee and charge the cost of such work against Permittee's security deposit.

10. Claims Waived: As a material part of the consideration to be rendered Owner by Permittee under this Agreement, Permittee agrees to and hereby does waive all claims against the Owner for loss of or damage to goods, wares, merchandise and property of all kinds, and for the injury to or death of any person from any cause, related to the use of the Premises by Permittee pursuant to this Agreement. Owner shall not be liable for any claims for loss, theft, damage, disappearance, or injury of or to any of the materials, tools, equipment, or other property of any nature of Permittee, or in the possession or custody of Permittee, or in transit or delivery to or from the Premises. Owner shall not be liable for any loss or damage to, interference with, or suspension of the business of Permittee, for any reason.

11. Indemnification: Permittee hereby agrees to indemnify, defend with counsel approved by Owner, and hold harmless Owner and its members, directors, officers, employees, agents, representatives, contractors, and volunteers ("Indemnified Parties") from all actions, claims, suits, penalties, obligations, liabilities, damages to property, environmental claims, or injuries to (including death of) persons, which may be caused by Permittee's activities pursuant to this Agreement or arising out of or in connection with such activities, except to the extent arising from Owner's gross negligence or willful misconduct. This indemnity and other rights afforded to the Indemnified Parties by this section shall survive the revocation or termination of this Agreement. Without limiting the generality of the foregoing, this indemnity is intended to protect the Indemnified Parties from claims, actions, and liabilities based on or attributable to any alleged unsafe condition of the roads and appurtenances or other property, real or personal, of the Owner.

12. Compliance with Laws/Permits: Permittee shall, in all activities undertaken pursuant to this Agreement, comply and cause its contractors, agents, employees, and guests to comply with all federal, state, and local laws, statutes, orders, ordinances, rules, regulations, plans, policies, and decrees. Without limiting the generality of the foregoing, Permittee, at its sole cost and expense, shall obtain any and all permits which may be required by any law, regulation, or ordinance for any activities Permittee desires to conduct or have conducted pursuant to this Agreement.

13. No Real Property Interest: It is expressly understood that this Agreement does not in any way whatsoever grant or convey any permanent easement, lease, fee, or other interest in the Property to Permittee. This Agreement is not exclusive, and Owner specifically reserves the right to grant other rights of entry within the vicinity of the Property.

14. Revocable Licenses and Termination: Notwithstanding any improvements made by Permittee to the Property or any sums expended by Permittee in furtherance of this Agreement, this Agreement is revocable and may be terminated by Owner in accordance with the terms of this Agreement. This Agreement may be terminated at any time by either Party upon one (1) business day's prior notice in writing delivered to the other Party. In cases of an emergency or a breach of this Agreement by Permittee, this Agreement may be terminated by the Owner immediately.

15. Insurance:

15.1 Permittee shall obtain commercial general liability insurance or other insurance as specified below in Section 15.2, and shall provide Owner a certificate of insurance evidencing the required coverage. Such insurance shall be primary and not contributing with any other insurance, self-insurance, or re-insurance in effect for Owner. Permittee shall name the Owner and its officers, employees, agents, representatives, and volunteers as additional insureds on any required insurance policy.

15.2 *Insurance Requirements:*

(a) **Commercial General Liability Insurance.** Permittee is required to provide proof of commercial general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 aggregate.

(b) **Statutory Worker's Compensation Insurance and Employer's Liability Insurance coverage: \$1,000,000 (Minimum per each accident for injury or death).** Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Permittee shall be provided as required by the California Labor Code. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner, its employees, agents, and subcontractors. This requirement is waived if Permittee has no employees.

(c) **Automobile Liability Insurance** including owned, non-owned and hired vehicles: \$1,000,000 per occurrence.

15.3 *Broader Coverage.* If Permittee maintains broader coverage and/or higher limits than the minimums shown above, including through an Umbrella or Excess Liability Policy, the Owner shall be entitled to coverage for the higher insurance limits maintained by Permittee.

16. General:

16.1 *Attorneys' Fees.* In the event either Party shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement, to recover fees, or to enforce, protect or establish any other remedy of either Party, or to construe this Agreement, the prevailing party shall be entitled to recover as a part of such action or proceeding reasonable attorneys' fees and court costs..

16.2 *Entire Agreement; Modification.* This Agreement constitutes the entire agreement between the Parties, and there are no agreements or understandings other than as are contained therein. This Agreement can be modified only by a writing executed by both Parties. As of the commencement of the term of this Agreement, this Agreement supersedes all prior permits and agreements on the subjects addressed by this Agreement.

16.3 *Non-Waiver.* No delay or forbearance of the Conservancy in or from enforcing any of the terms hereof shall be deemed a waiver thereof with respect to that or any

subsequent occurrence. No waiver by the Conservancy shall exist unless expressly set forth in a writing executed by the Conservancy.

16.4 Severability. If any provision of this Agreement is determined to be unenforceable as violative of applicable law or public policy, it shall be deemed modified to such extent as would permit it legally to be enforced if possible but otherwise shall be severed from this Agreement.

16.5 Successors. Subject to the restriction on Permittee’s right to assign or transfer its rights hereunder, this Permit shall bind and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the last date signed below.

Date:

Date:

Conservancy

Film Liaison

Carlos Rodarte

*Name (Printed):

Director of Business Administration

*Title: _____

Santa Catalina Island Conservancy

*Company: _____

125 Clarissa Ave, Avalon, CA 90704

*ADDRESS: _____

Crodarte@catalinaconservancy.org

*EMAIL: _____

(*Required. Can not be blank.)

EXHIBIT A

FILMING PERMIT SPECIAL PROVISIONS

Premises (Allowable Filming Locations)	
Permitted Activities	<p>Make and use sound recordings, video recordings, and photographs on and of the Premises, including the right to bring onto the Premises and utilize personnel, materials, and equipment, including props and temporary sets.</p> <p>No special effects may be used, or animals brought on Premises unless provided for in the “Special Permissions” section below, or if Permittee has obtained the prior written consent of Owner.</p> <p><input type="checkbox"/> If this box is checked, Permittee is permitted to use drones for filming or photography, subject to the requirements set forth in Exhibit C (as applicable for non-commercial or commercial use). Otherwise, use of drones on the Premises is strictly prohibited.</p>
Dates/Hours of Production	<p><u>Set Preparation:</u></p> <p><u>Filming:</u></p> <p><u>Set Striking & Location Clean-up:</u></p> <p><u>Other Information re Shooting Schedule:</u></p>
Purpose of Production	
Fees	<p>Permittee shall pay the following fees as consideration for the Permit (numbered fees and fees with marked checkboxes are required):</p> <ol style="list-style-type: none"> 1. Permit Fee (based on number of people present): <ul style="list-style-type: none"> • 1 – 10 people - \$1,500 • 11 – 20 people - \$2,500 • 21+ people - \$5,000 2. Processing Fee: 4% of total <p><input type="checkbox"/> Site Representative Fee: \$85/hour + travel time from Avalon (billed after conclusion of filming)</p> <p><input type="checkbox"/> Property Supervisors/Ranger Fee: \$100/hour + travel time from Avalon, 4 hour minimum (billed after conclusion of filming)</p>

	<input type="checkbox"/> Car and Driver: \$225/day, up to 8 hours/day <input type="checkbox"/> Commercial Drone Use Fee: (<i>INSERT FEE</i>)_____
Maximum Allowed Number of People, Including Cast	
Permittee Contact (Name, Phone Number, and Email Address)	
Studio Affiliation (if any)	
Special Permissions (For Office Use)	<i>Insert any special permissions beyond standard agreement.</i>
Additional Requirements (For Office Use)	<input type="checkbox"/> If this box is checked, Permittee is required to hire, at its own expense, a Los Angeles County Fire Warden to be present on the Premises during Permittee’s use of the Premises. Arrangements may be made with Los Angeles County directly, at (818) 364-8240). <i>Insert additional requirements.</i>

EXHIBIT B

PREMISES USE RULES

Numerous locations within Catalina Island's interior are designated as **Environmentally Sensitive Conservation Areas**. The following obligations and requirements must be strictly complied with and observed:

- 1. Do not feed, handle or in any way interact with the Catalina Island foxes.** The Catalina Island fox is a listed species under the Federally Endangered Species Act due to a recent near-extinction event on the island (exposure to canine distemper virus). Although cute and very curious, **the foxes should not be fed, attracted to the camps, harassed or played with in any way.** These activities can inadvertently bring the foxes in contact with moving cars, pets and pet diseases. Any contact with the foxes, even unintentional, needs to be reported to the onsite Property Supervisor/Ranger immediately.
- 2. Do not leave food or food wastes unattended and make sure containers containing food wastes are contained.** Ravens, gulls, squirrels and rodents can become a nuisance for you and those that follow if food is left lying around. Island foxes are also attracted to unattended food and have even been found rummaging through garbage cans and getting into tents where food is kept in open containers. Any food brought into the Premises shall be sealed and only consumed in allowable campsites/designated areas. Permittee must remove all trash from area used.
- 3. Do not approach marine mammals.** For your own protection and in accordance with federal law you should avoid marine mammals on the beach. Although these animals rarely haul out on beaches, many sea lions have recently washed up dead on several island beaches because of a naturally occurring shellfish toxin, domoic acid. There is no known antidote. If an animal does wash up on the beach, alert your assigned Property Supervisor/Ranger who will make the appropriate disposal arrangements.
4. Many areas of the Island's Interior contain Native, Sensitive and Rare Plants, all of which are strictly protected by the Conservancy and by other State and Federal legislations and are particularly sensitive to trampling and/or disturbance. Please **do not trample or disturb plants.**
- 5. Do not climb on cliff faces.** These cliffs support rare and unique island plants. Stay within the delineated areas for the project.
6. Undisturbed beach and dune areas are rare on Catalina, as are the plants that inhabit them. **The Conservancy has designated and delineated areas of sensitive plants or habitats that need to be avoided.** Consult with your assigned Property Supervisor/Ranger if there are any questions or doubts about where these areas are.

7. Do not pick flowers and/or plant parts – they may be rare or unusual and found in only a few places in the world.

8. No driving of any vehicle off existing roads except in clearly designated roadways or ingress and egress areas. This also applies to driving on the beach, through sand dunes, through open fields, etc. The foregoing notwithstanding, and subject to all other restrictions imposed by this Permit, Permittee may operate motor vehicles on the beach, with prior approval, to the extent necessary for Permittee to accomplish the permitted use of the Property.

9. No grading is permitted on Conservancy lands without express written permission. We understand that you may need to temporarily move small rocks. These areas must be returned to their original state upon completion. Clearing or erasing of footprints in the beach area and/or dunes must be done with hand rakes and you must avoid deep raking. There are numerous rare organisms that live in the sand and that can only sustain ascertain levels of disturbance.

10. No smoking except at designated sites to be determined and enforced by Property Supervisor/Ranger(s), except as part of a filming sequence..

EXHIBIT C

Permittee is permitted to operate drones for (select one):

- non-commercial purposes.
- commercial purposes.

DRONE OPERATION

1. Drones will be operated under this permit only for hobby or recreational use. Commercial use will require a separate permit in addition to this form.
2. No drone operations within four miles of the airport.
3. The drone will be flown within the unaided visual line of sight of the operator at all times and the operator shall assume full responsibility for the operation of said drone.
4. The drone will not be operated higher than 400 feet above ground level.
5. The drone will not be operated within 150 feet of persons, property or wildlife, or within any proximity of the wildlife that would cause undue stress to the animals.
6. The operator will at all times be in accordance with all FAA regulations specifically: 14 CFR Part 91 & SEC. 336. SPECIAL RULE FOR MODEL AIRCRAFT.

I have read and agree to the Drone Policy:

Signature: _____ Date: _____

Print Name: _____

Drone/UAS ID #: _____
