



FilmLA TERMS AND CONDITIONS

***EMERGENCY/CALAMITY ORDERS**—Permittee agrees to comply with all applicable state and/or local emergency/calamity public orders issued by the State of California and/or applicable local governments, including Orders and Protocols issued by the local health officer that are applicable to permit activities, which are in effect at the time of film permit issuance and which remain in effect for the duration of the permit activities. Permittee also agrees to comply with all applicable state and/or local emergency/calamity public orders issued by the State of California and/or applicable local governments, including Orders and Protocols issued by the local health officer that are applicable to permit activities, after permit issuance during the permit activities time period. Permittee understands and agrees that such state and/or local emergency/calamity public orders may postpone, interrupt or terminate permittee's otherwise approved permit activities under this permit if required to comply with said public orders without financial recovery from the governmental entity issuing the public order or film permit.

GENERAL TERMS, CONDITIONS AND RESTRICTIONS

1. **AUTHORITY** — This Permit is issued under the authority of the government jurisdiction where the activity authorized herein is to take place and shall not be assigned by Permittee without the written consent of the Permit Authority. This Permit neither grants permission to use or occupy property not belonging to, or under the control of, the Permit Authority nor certifies Permittee's compliance with paragraph 4 hereof. Use or occupancy of such property requires, in addition to this Permit, Permittee to be granted permission by the owner or other person controlling the use of such property. Proof of such permission may be required by the Permit Authority before the issuance of this Permit.
2. **PERMIT REQUIREMENT** — This Permit must be in the possession of Permittee at all times while on location and must be made available for inspection when requested by the Permit Authority or the Permit Authority's authorized representative(s) (hereinafter referred to as the "Permit Authority") or the public. Permittee shall comply with all requirements and conditions attached to the Permit, including but not limited to Filmmakers' Code of Professional Responsibility and Special Conditions.
3. **PERMIT AMENDMENTS** —Amendments to Permits ("Amendments") may from time to time be issued to make changes to an original Permit. Except as modified by any Amendment, all other terms and provisions of the original Permit remain in effect. When issued, an Amendment becomes a part of the original Permit.
4. **COMPLIANCE WITH LAWS** — Permittee agrees to comply, and cause others operating under the Permit to comply, to the extent they are not employees of Permittee) with all applicable federal, state and local laws, regulations, ordinances and rules, including all applicable federal and state regulations for workplace safety and requirements for workers' compensation insurance for all persons operating under this Permit as well as all applicable regulatory, environmental, safety and other standards of care in carrying out the activities that are subject of this Permit (the "Permit Activities"). Posted parking and traffic regulations will be enforced unless specifically exempted by this Permit.
5. **EMERGENCY/CALAMITY ORDERS**—Permittee agrees to comply with all applicable state and/or local emergency/calamity public orders issued by the State of California and/or applicable local governments, including Orders and Protocols issued by the local health officer that are applicable to permit activities, which are in effect at the time of film permit issuance and which remain in effect for the duration of the permit activities. Permittee also agrees to comply with all applicable state and/or local



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6. **INSURANCE** — This Permit shall not be effective until Permittee has submitted satisfactory evidence of general liability insurance conforming to the requirements of the Permit Authority. The type, coverage, policy limits and other conditions of insurance shall be that required by the Permit Authority at the time the Permit is issued, unless a different type, coverage, policy limits and other conditions of insurance are specified in this Permit, or any applicable Amendment. If Permittee uses or operates licensed motor vehicles in connection with the Permit Activities, automobile liability insurance conforming to the Permit Authority's conditions is required as well.
7. **INDEMNIFICATION** — Permittee (and/or its insurer) shall defend the Permit Authority, FilmL.A., Inc., and their respective directors, officers and employees (collectively, "Indemnitees") against any and all charges, claims or investigative, administrative, civil or other proceedings (whether such charges, claims or proceedings are threatened, pending or completed), except for Indemnitees' acts or omissions finally determined by a court of competent jurisdiction to constitute gross negligence or willfully tortious conduct, arising from or relating to any act or omission of any Indemnitee in connection with the issuance of this Permit, the provision of services by Indemnitees (or any of them) in connection with this Permit and the Permit Activities. Permittee (and/or its insurer) also shall indemnify and hold harmless Indemnitees against any and all losses, expenses and costs (including but not limited to settlement costs, judgments, fines, attorneys' fees and other defense and investigation costs) incurred, as they are incurred, in connection with any such charges, claims or proceedings, except for those arising from Indemnitees' acts or omissions found to constitute gross negligence or willfully tortious conduct.
8. **CONSIDERATION** — Before a Permit (or Amendment) shall be issued, Permittee shall pay to FilmL.A., Inc. the non-refundable permit application fee, non-refundable amendment fee if applicable, or other processing fees, as well as all estimated charges and fees (including clean-up and repair deposits) of the Permit Authority (or any of its agencies or departments) in connection with such Permit (or any Amendment). As soon as practicable after completion of the Permit Activities, each department of the Permit Authority shall notify FilmL.A., Inc. in writing of the actual charges and fees (including actual clean-up and repair costs) assessed by such department of the Permit Authority in connection with this Permit. If the actual charges and fees assessed by the Permit Authority (or any agency or department thereof) exceed the estimated charges and fees of the Permit Authority (or of any agency or department thereof), Permittee shall pay the shortfall to FilmL.A., Inc. within 15 days following written notification that such payment is due; provided, however, that FilmL.A., Inc. shall not seek to recover such shortfalls unless the charges and/or fees actually assessed by the Permit Authority (or any agency or department thereof) exceed the estimated charges or fees of the Permit Authority (or of any agency or department thereof) by more than \$100. If the estimated charges and fees paid by Permittee in connection with this Permit exceed the aggregate charges and fees (including clean-up and repair costs) actually assessed by all agencies and departments of the Permit Authority for this Permit, **FilmL.A., Inc. shall refund to the Permittee or the party responsible for carrying out the**



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Permit Activities such excess payment only if (a) FilmL.A., Inc. receives from such person within 90 days of completion of the Permit Activities a written request for the refund of any such excess payment and (b) the estimated use charges and other fees paid in connection with this Permit exceed the actual use charges and other fees for this Permit by more than \$100. Any such refund requested by Permittee shall be made within 30 days of FilmL.A., Inc.'s receipt of written notification from the respective government jurisdiction of the total actual use charges and other fees relating to this Permit. Any excess payments not refunded to Permittee shall constitute a part of the permit application or processing fee. Permittee acknowledges and agrees that if Permittee does not request a refund in accordance with the terms and conditions stated herein, FilmL.A. shall utilize unrequested refunds to support its 501(c)(4) public benefit purpose, including, but not limited to, areas such as enhancing the film permitting process, marketing and promoting filming in the City, student film projects, research and education about filming and any other uses that promote film production.

9. **AUTHORITY TO REVOKE/CANCEL** — In the event the Permit Authority determines that the activities being conducted or to be conducted under this Permit endanger the health or safety of any person, are likely to or will cause immediate damage to real or personal property, or are not being conducted in accordance with the terms and conditions of this Permit, the Permit Authority, in its sole and absolute discretion, may suspend, revoke, cancel or amend the Permit. Furthermore, failure to comply with the terms and conditions of this Permit could result in the impairment or denial of any future permit applications by Permittee, the person failing to comply and their respective principals, agents and employees. The Permit Authority reserves the right to suspend, revoke, cancel or amend this Permit at any time without incurring any liability to Permittee or its representatives, successors or assigns for any reason or for the reasons stated above.

Without limiting the foregoing, the Permit Authority may suspend, revoke, cancel or amend this Permit if Permittee does not abide by the following code of conduct: (a) equipment and crew may not arrive before or depart after any time specifically designated by this Permit; (b) moving or towing of vehicles is prohibited without owner permission or authorization from police or other appropriate civil authorities; (c) crew vehicles and equipment parked on streets must adhere to all parking signs and other legal requirements unless otherwise specifically exempted by this Permit; (d) parking on both sides of a street without specific authorization by this Permit is prohibited; (e) trespassing onto neighboring property without permission from the owner of the neighboring property is prohibited; (f) removing, trimming and/or cutting of vegetation or trees is prohibited unless specifically approved by property owner and the Permit Authority; (g) on or before the date of expiration of this Permit, Permittee must remove all catering, crafts service, construction, strike and other (including personal) trash, as well as all signs, location structures and other materials placed on the property in connection with the Permit Activities; (h) all signs or other materials removed or altered for purposes of carrying out the Permit Activities shall be replaced and restored to its or their pre-existing condition upon the completion of such activities, unless specifically authorized otherwise by this Permit; (i) noise levels must be kept as low as reasonably possible, and generators and other noisemaking equipment must be kept as far as reasonably practicable from residential buildings; and (j) all persons working under this Permit shall observe designated smoking areas.

10. **LIMITATION OF LIABILITY** — Neither the Permit Authority, FilmL.A., Inc., nor their directors, officers, employees, agents or representatives, shall be liable for any reason to Permittee or the person for



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whose benefit this Permit is issued or their respective predecessors, successors, assigns, representatives, parents, subsidiaries, affiliates, partners, officers, directors, owners, heirs or employees for damages of any nature (including special, incidental, compensatory, consequential or punitive) arising from or relating to the issuance, suspension, revocation, cancellation or amendment of this Permit or carrying out (or attempting to carry out) the Permit Activities.

11. ADDITIONAL TERMS APPLICABLE TO FILMING ON PERMIT AUTHORITY PROPERTY — (a) Permittee shall be subject to the control and instructions of the Permit Authority representative(s) assigned to Permittee, which representative(s) shall coordinate the Permitted Activities in cooperation with FilmL.A., Inc. to avoid interference with the operations of the Permit Authority's facilities or property. (b) On or before the date of expiration of this Permit, Permittee shall remove from said properties all catering, crafts service, construction, strike and other (including personal) trash as well as all signs, location structures and other matter placed on the property in connection with the Permit Activities; and in the event Permittee fails to do so, the Permit Authority may cause the same to be done and Permittee agrees to pay the Permit Authority any costs so incurred. (c) Permittee agrees to pay the Permit Authority the cost of repair and/or removal and replacement of Permit Authority property damaged in connection with operations undertaken under this Permit. (d) Permittee acknowledges and represents that it has inspected the Permit Authority's properties, knows the conditions thereof, and agrees to indemnify, defend and hold harmless the Permit Authority as indicated in conditions numbered 5 and 6 above. (e) Permitted Activities that are disruptive to operations of the Permit Authority facilities or property, to its employees or to the public who patronize the Permit Authority property and/or facilities, may be prohibited if they cannot be segregated or the impact mitigated in a manner acceptable to the Permit Authority. (f) Filming activities that are found by the Permit Authority to be disruptive must be immediately mitigated; if not, this Permit may, in the sole discretion of the Permit Authority (or its designated representative), be immediately revoked, and neither FilmL.A., Inc. nor the Permit Authority shall be obligated to refund any application or processing fee or use charges or other fees in the event of such revocation. (g) This Permit does not grant Permittee a license to use the intellectual property (seals, badges, logos, symbols, etc.) of the Permit Authority. Permittee must receive separate permission/clearance from the Permit Authority to use or film such intellectual property. (h) By issuing this Permit, the Permit Authority does not imply that use by Permittee shall be exclusive. Except as specifically provided in this Permit, Permittee acknowledges that Permittee shall not be entitled to exclusive use of Permit Authority's facilities or property.

I personally covenant, guarantee and warrant that I have the power to, and, by my clicking on the Agree button below and my agreement hereto, do lawfully obligate the Permittee to the terms and conditions of the Permit issued in connection with these terms, conditions and restrictions.