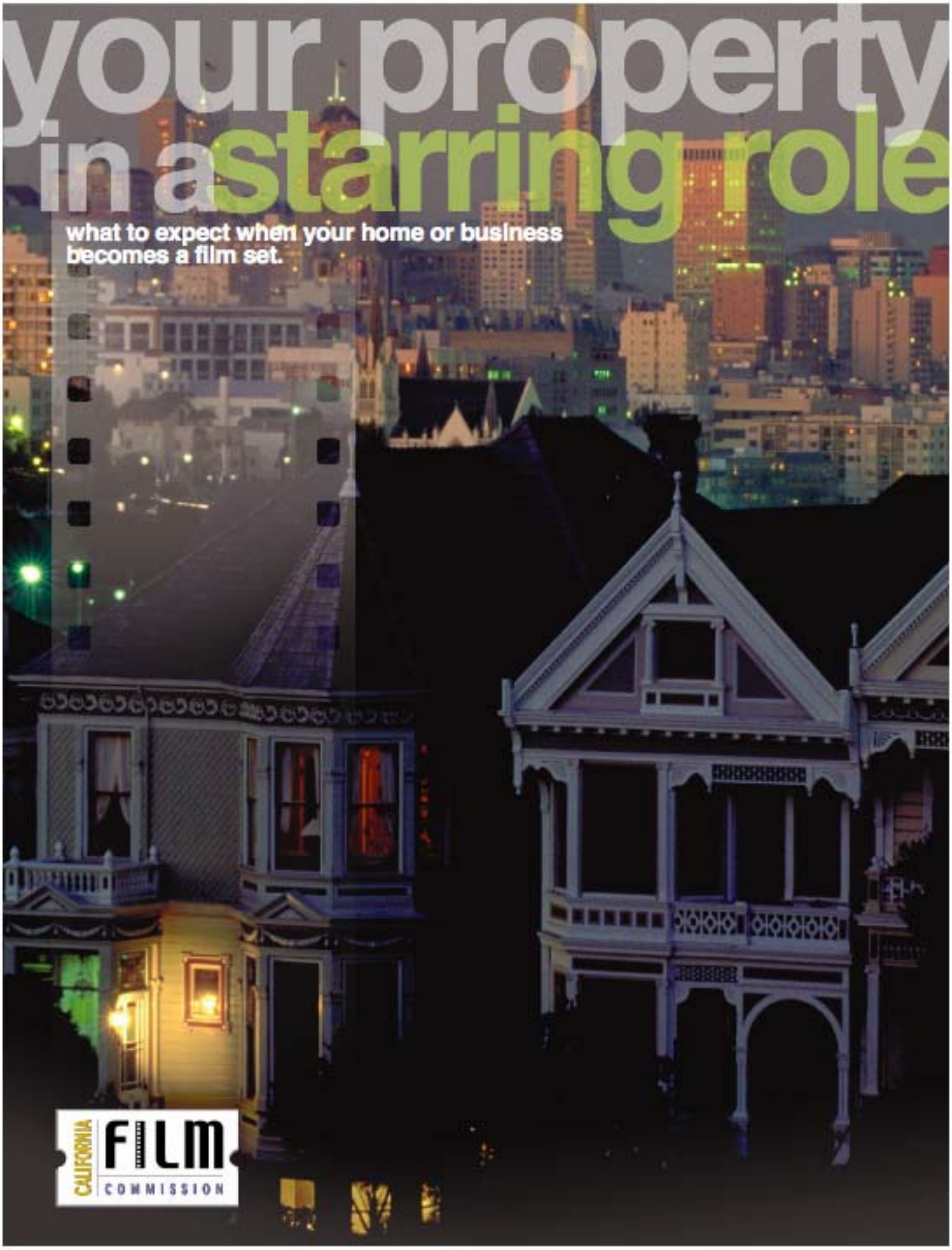
your property in a starring role

what to expect when your home or business becomes a film set.



CALIFORNIA FILM COMMISSION

Your Property in a Starring Role

Revised – September 2016

TABLE OF Contents

Introduction
Getting Ready for Filming 1

Why Rent Your Property To
The Film Industry? 2

Who is the Film Industry and
Why Are They in Such a Hurry? 3 - 4

What is
Scouting and Prep? 5 -10

What is
Production? 11 - 12

What is
"It's a Wrap!" 13

FORMS, CHECKLISTS AND SAMPLES INCLUDED:

A. Location Worksheet

B. Film Monitor Checklist

C. Sample Location Agreement

C-1. General Provisions to Location Contract

D. Sample Location Release

E. CFC's Filmmakers' Code of Professional Responsibility

F. CFC's Community 'Good Neighbor' Code of Conduct

INTRODUCTION

Getting Ready for Filming

While a large percentage of entertainment is filmed on soundstages in Burbank, Hollywood, Culver City, Manhattan Beach and Santa Clarita, the images you see on movie and television screens don't all come from studio lots. From natural landscapes to historical landmarks, from public spaces to private homes, the entertainment industry is always looking for unique locations.

While the State of California and other public entities offer a wealth of locations, your property may have that picture-perfect look, and that's why the California Film Commission (CFC) offers this booklet. We want to help you make your property available to the film industry and help keep production and production jobs in the golden state.

Since 1984, the CFC has been helping people on both sides of the lens – professional filmmakers as well as property/business owners and community organizations. A full-service resource for information and assistance, the CFC promotes filming in California and helps foster a positive filming experience for everybody involved. The CFC also works with communities and all levels of government to ease barriers and resolve challenges before they occur.

Property owners often wonder how they can rent their home or business as a filming location for production companies. They have a lot of questions: How disruptive will it be? Do I have to get my neighbors' permission? How much can I charge?

This guide offers easy-to-read information about the entertainment industry, explains the process of on-location filming and introduces some of the people you are likely to meet during the process. You'll also find a checklist of questions to ask location managers and scouts who are interested in your property, sample contracts, insurance forms and other helpful information.

We hope this guide will remove some of the mystery about having your property used as a location. If you need further assistance, call us at (323) 860-2960 or visit our website at www.film.ca.gov.

WHY RENT YOUR PROPERTY TO

The Film Industry?

The short answer is that the film industry will pay you for the use of your property; as well as other benefits, which we've listed below:

Property Improvement
Numerous industry regulations govern how production companies treat your property. Encouraged to leave the site in the same condition as they found it, film production companies will often leave the property in better condition. Based on the needs of the production, and with your permission, experienced construction personnel might need to mend cracks in walls, give a room a fresh coat of paint or plant new landscaping. It's an unexpected way to give your property a fresh look! And, a way for production companies to give back to the community.

Promotional Opportunities
From the first use of your property – and your reputation in dealing with the crew – positive word-of-mouth can attract other film, television and commercial producers. Then there's the promotional or resale value in being able to say "My office building was featured in three episodes of CSI." or "They used my home as the hero's house." in a major Hollywood hit.

Regional Economy / Global Benefits to the State
Major productions can be a boon for entire communities. Restaurants, hardware stores, caterers, new and used clothing shops and a myriad of businesses benefit.

Furthermore, money spent in California benefits the entire state economy. More than 170,000 Californians are employed directly by the entertainment industry, which contributes $18 billion in wages and more than $1.5 billion annually in state sales tax. Each year, the industry contributes over $30 billion in direct spending.

A company denied use of a preferred property is forced to look elsewhere; sometimes that means outside of California. When productions leave the state, referred to as "runaway production", they take their checkbooks with them. We want to do everything we can to ensure that they stay, reinforcing California's image as a "film-friendly" state.

14-Day Tax Benefit
Please note that you can rent your home as a vacation rental property or ***for filming*** for up to 14 days per year without having to pay taxes on the income. You do not have to report the income, but neither can you deduct any expenses associated with the rental. For more information on this IRS benefit, go to: https://www.irs.gov/taxtopics/tc415.html

WHO IS THE FILM INDUSTRY AND

Why are They in Such a Hurry?

The film Industry seems glamorous to most people – until a film crew sweeps in and takes over their property. While there's a great deal of pressure to "get the shot" and move on, there's also a great deal of waiting around while equipment is moved and people serviced. The same scene can be shot over and over until the director is satisfied. Days are long and tempers sometimes get short. It's just like any business, except suddenly it's in the midst of your home or office. Don't worry. If you know what to expect, you can minimize the impacts and enjoy the filmmaking process.

Types of Productions, Schedules and Budgets
Locations for all entertainment projects are scouted and secured during the period before filming known as "preproduction." The time allowed for this can be as little as a few days, depending on the production. The main types of production most likely to be interested in your property are commercials, feature films and television.

Feature Films
Feature films typically have a cast and crew size of 85-150 people. Budgets range from less than $1 million to over $100 million, and preparation may begin up to 4 months in advance of the start of principal photography. During this time, budgets are set and locations are chosen. The average shooting schedule for a film is three months, and one location might be utilized for only a few days or for the entire production.

Episodic Television
These are usually one-hour or half-hour series that regularly shoot on the streets of Southern California and other California communities. Cast and crew sizes for television shows are slightly smaller than for features. Weekly drama series production has an average shooting budget of $3 million per episode. They film an episode in eight working days, with three to four days per episode shot on location. Most action series average nine locations per episode. Episodic television and commercials almost always suffer from severe time crunches. Quite often, a series is given an approved script just days prior to production. In addition, episodic television often uses the same locations multiple times, creating a recurring source of revenue for the homeowner and the state.

Commercials
Commercials have a very short turnaround time. They frequently shoot and edit in one week, and the spot is aired the following week. Often, if the advertising agency is from outside of Los Angeles, final decisions on locations are not made until these ad executives arrive.

Digital Content
These tend to be shorter shoots with fewer cast and crew members when web-based commercials or 5- to 10-minute webisodes are being filmed. When it comes to series made for Internet-based networks such as Netflix, Hulu or Amazon Prime, expect the production to have a footprint similar to that of a feature or major TV series.

Why Are They in Such a Hurry? (continued)

For all types of production, the average filming day lasts twelve hours, often longer, and can cost a company $100,000 or more. The scheduling of each shooting day is critical to keep the production on time and on budget. This includes allowing time for cast and crew to drive to the location; parking trucks, vans and trailers; unloading equipment; setting up lights, sets, props, etc.; incorporating lunch breaks for the cast and crew; and possibly moving the entire production to a secondary or adjacent location. Any deviation from a set schedule can cause budgetary issues and potentially make or break a project.

Personnel
Regardless of the size or type of production, the key players with whom you'll be involved will be similar:

Location Scout
Location Scouts are responsible for finding locations to match those in the script. They typically take photographs of your property. Scouts do not negotiate contracts or make final arrangements with the property owner, but instead turn those tasks over to a location manager or production manager, depending on the type of production.

Location Manager
This department head is responsible for finding and finalizing the locations needed for the script. Location Managers negotiate location agreements, obtain necessary permits, secure police and fire personnel as needed and oversee all logistical aspects of the shoot while at the location. Since their job is to stay at least one step ahead of the production, they may not be present on the actual day of filming. However, an assistant location manager or other company representative will be on-site. The location manager will also be the one who will most likely handle any restoration work that needs to be done once the company finishes filming on your property.

You may also want to be familiar with these other crew members:

Unit Production Manager (UPM) / Producer
This is the executive in charge of all production arrangements – he/she hires the crew, negotiates deals, approves expenditures and oversees the budget. The location manager reports to the unit production manager (features and television) or producer (commercials). On some productions, the UPM may not be at the location, but can be reached at the production office.

First Assistant Director (1st AD)
The main job of the first assistant director (1st AD) is to work as an intermediary between the director and the cast and crew. He or she manages the shooting schedule and strives to make sure each day's work is completed, directs background action and is in charge of the set and everything that happens on it, including safety and security. The 1st AD is always on-set and one of your most important contacts on the day of filming.

Second Assistant Director (2nd AD)
The second assistant director is responsible for the cast, stand-ins, background players and photo doubles. He or she handles all on-set paperwork, issues work calls, liaisons with the production office and supervises second second assistant directors and set production assistants.

WHAT IS

Scouting and Prep?

Ding-dong… Hollywood calling! In most cases a location manager or scout will call or visit you to request the use of your property. Your first questions should include:

- What type of production is it (commercial, TV, feature, digital content)?
- What is the name of the production company, and what is the title of production?
- Who is the contact person at the production company?
- How many shooting days will there be? Will there be nights, days or both?
- What will the hours be each day, factoring in prep, shoot and strike time?
- Will there be any prep days?
- Can you please provide a description of the proposed activities?
- How many people and vehicles will there be?
- Are there any pyrotechnics or stunts?

If you do not recognize the production company's name, there are several ways to determine its credibility:

- Ask for references from the company's last several locations
- Ask for the producer's or director's list of credits
- Check free Websites such as www.imdb.com for producer's credits.
- Ask for a contact with a parent company (sometimes independent movie companies will be associated with studios or larger production companies)
- Ask for proof of production insurance
- Call the California Film Commission: (323) 860-2960 or (800) 858-4749

You can use **Form A**, the **Location Worksheet**, to record your answers to these questions.

When considering the location request, take into account:

- Inconvenience – If you are a landlord, for example, how do your tenants feel about filming?
- Accessibility – Can cameras, lights and 30 people fit in the area?
- Safety – Is it safe to film there? Are there problems with existing fire regulations or building safety? The CFC has a representative from the State Fire Marshal's Office who can assist you with these questions.
- Are there children in the neighborhood, and is it safe for them, or will filming be disruptive?
- How will this disrupt your life, if at all? Take into consideration family, pets, parking, accessibility, etc.

Information to give the production company:

- Turnaround time – when you can approve the use of your property and sign the contract
- Restrictions or conditions, if any, on the use of your facility. (If you are a tenant, you should get the owner's approval or give the owner's contact info to the production.)
- Fees and personnel costs
- Local film permitting information (most cities and counties have film permit requirements, including requirements for permitting private properties. The location manager will obtain permits prior to filming, but it's good for you to know about film permit requirements and the fee structure, if any.)
- Special requirements (i.e., only certain parts of the property are to be used, etc.)
- Neighborhood considerations: Are there any restrictions on filming in/at your property? If you are in a "Common Interest Development," do you need approval from a Board of Directors? Is there a Homeowners Association, and does it have filming rules and/or fees?

WHAT IS

Scouting and Prep? (continued)

What Should You Charge?

You've decided to say yes, and now it's time to set the fees. How do you do this?

The CFC recommends that you develop a sliding fee scale that takes into account various production budgets and the crew size. Don't forget to consider the time the company needs to prep (dress) a location and strike (remove) the set dressing. You should charge a lesser fee (one-third to one-half of film day fees) for these days.

It's not unusual

You should also consider the length of time that the film crew will be there (some shoots may last only a half-day or less).

Additionally, if you are a small business (shop or service), you should be compensated for all lost business while your premises are closed for filming (to be included in the location fee). If you are a larger business (corporation, office building) and not necessarily put out of business for the filming day, but inconvenienced, base your price on the rate comparable businesses in your area charge film companies for similarly requested activities. Leave negotiating room for differing types of activity and impact.

You should also take into consideration your level of inconvenience. You may wish to have different fees for interior and exterior filming. Since exterior filming is less intrusive, we suggest you charge a lower fee.

If you are a property owner or manager, decide whether you will have an all-inclusive rate, which includes an on-site monitor, electrician and any other required building services or personnel, or a use-fee plus reimbursements. If the latter, include an estimate of those rates in your contract with the production company. Shortly after the production wraps, prepare an invoice for the actual costs.

On top of these considerations should be the actual costs associated with having a crew in your home or business, including electricity and water.

Keep your price competitive (consider charging a bit less than comparable properties) in order to attract more filming.

Getting Paid

Some production companies will offer to pay you all anticipated fees upfront, and some will offer you a partial payment upfront, with the balance due at wrap. You can negotiate whatever you feel is in your best interest and can also ask for a refundable security deposit against damages (the full or partial amount to be returned to the production at wrap, depending on whether damage to your property did occur).

WHAT IS

Scouting and Prep? (continued)

The Scout

Usually, only the location scout or manager will conduct the initial assessment of your property. If you have a list of written guidelines, provide him/her with them before the scout begins. If you don't have guidelines, you might want to create some.

The location manager or scout will consider the following:

- The "look" – does the location meet the needs of the script?
- Is there ample parking close by for production vehicles?
- Is there an area close by for the caterer to feed the cast and crew?
- Is there sufficient access to the property – if needed, freight elevators, loading docks, etc.?
- If there are tenants, are they amenable?
- Is there a Homeowners Association? And if so, do they have filming rules and/or fees?

If you are a business owner, guidelines should include your company's policies in the following areas:

- **Electrical** – Can a production company use the on-site power? Would this be an additional cost? If the production company needs to tie into building power, does a building electrician need to be present, and are permits required?

- **Maintenance** – Are there any regularly scheduled activities that may interfere with the proposed filming (e.g., housekeeping, gardening, watering schedules, window washing)? What about the crew using on-site trash receptacles? Who will be responsible for ensuring that the location is left in a condition acceptable to the management?

- **Parking** – Can the company park any or all vehicles on or near the premises? The average feature film will come with 10 to 25 equipment trucks and 60-95 automobiles. The average commercial will come with half that amount.

- **Management** – What types of insurance will be required? What type of contract? Who will be assigned as the principal contact? Who will actually work the shoot (if different)? How will charges be assessed – flat fee plus reimbursement or all-inclusive? Who will provide security and access to the building after hours? Are there restrooms available for cast and crew?

WHAT IS

Scouting and Prep? (Continued)

Conditions for Filming

These are the conditions for filming which should be included in your agreement with the film company. If you have tenants, it is important that they be asked how they will be impacted by the filming, and that you also work with them on the basic guidelines.

If you are a homeowner:

- Take photos of your property prior to filming.
- For your property's protection, there should be NO EATING, DRINKING or SMOKING in the house (unless the script calls for it, on-camera only). You should have the production company's representative place signs around the house to that effect. You may wish to designate an area for these purposes.
- Large trucks should not be allowed in the driveway because they tend to damage things like sprinkler heads. If you decide to allow this, make sure to do a walk-through after filming with the location manager to assess any damage (such as oil spots).
- Vehicle and equipment parking should be planned in a way so as to avoid congestion on your street.
- Lights should be placed in such a way as to not scorch walls, ceilings, curtains, plants or trees. They should be checked periodically for safety.
- Nails, tape, pushpins, tacks, clamps, etc., should not be used on ANY wall, door, beam, or woodwork without prior approval.
- All floors should be covered in areas where crew will be walking. Power cords may be brought through the house, but only on floors protected by coverings or layout board.
- Consult **Form B**, the **Film Monitor Checklist.**

WHAT IS

Scouting and Prep? (continued)

The Survey

If the location works artistically and logistically for both the production and for you, the location manager will return with the director, first assistant director, unit production manager, the production designer or art director and other necessary personnel to conduct the 'location survey.' At this point, your property is under serious consideration and is competing with other, similar sites, which the production company will also be surveying.

Flexibility
The director or production designer may ask if home furnishings, plants and other items can be added, moved or removed for the shot. They may also ask to paint or make other alterations. Be as flexible as you can – the director is trying to match your location to the script.

Final Approval
On your end, who gives the final approval? Who signs the location contract? Who is legally responsible? If the person responsible for giving approval is unavailable, who may act in his or her place? Time is of the essence when a production company is making final arrangements for a location (known as "locking down"). Many times, locations have not been selected because approval could not be given to the company in time. Having an established set of guidelines that clearly outline the filming policies for your property can eliminate concerns and enable you to more comfortably say "yes."

The Location Agreement/Contract
This is the most important part of hosting film production. It is vital to include as much information in the location agreement/contract as possible – for everyone's protection. The film company usually has a standard location agreement that you may use if you prefer, but attach your provisions/conditions to it.

A sample contract can be found in **Form C, Sample Location Agreement.**

If you manage or own a building, you need to determine what your role will be when companies are using only tenant space and no common areas. You will likely need permission from the building owner if you are a tenant. The CFC recommends that when the common areas of the building are not directly affected by the filming activities (such as production using a ground floor restaurant with access to the street, or shooting stills in a conference room), no contract be executed with the building itself. If the entire property is tenant-occupied, then the entire agreement should be with the tenant. If you generally have a "no sublease" clause in your leases, you may want to exclude filming/location use.

It is wise to require payment or partial payment before the shoot is scheduled to begin. If you plan to request a damage deposit, make sure this information is included in the guidelines you establish, so the company can prepare the necessary paperwork.

WHAT IS

Scouting and Prep? (continued)

Insurance

Most insurance policies for filming on location cover liability up to $1 million. You will be presented with a certificate of insurance evidencing the production's coverage. Make sure that your name and the name of your company or business is named as "additional insured" and that the policy covers the planned activities and the correct dates. Prior to filming, ask the location representative for your copy of the company's certificate of insurance with these provisions.

Prep Days

Once you and the company have "locked down" the shooting schedule, the company will most likely need a prep day or two before the shoot to dress (prepare) the set.

Preparation may include:

- Covering existing signage
- Placing gels or other covering over windows
- Removing/rearranging/adding furniture
- Painting leaves and foliage or adding foliage and greens
- Erecting flats (i.e., wood panels, which are painted to resemble walls)
- Adding tabletop props and wall hangings
- Removing/replacing doors
- Clearing parking spaces on the street by posting "no parking" signs 48 hours in advance, or by bagging meters or placing company cars in spaces to reserve them.

Don't forget to be a Good Film Neighbor
Before filming begins, hand your location manager the CFC's Filmmakers' Code of Professional Responsibility for filming and ask that the crew follow it to ensure that more filming will be welcome in your community. You too, need to be a good neighbor, landlord or property owner. Also, be sure to contact anyone who will be impacted by the filming in advance, working closely with the location manager for proper notification.

See CFC's **Filmmakers' Code of Professional Responsibility**, CFC's **Community "Good Neighbor" Code of Conduct, Attachments E & F,** respectively.

WHAT IS

Production?

The Shoot

Before the scheduled day's work is to begin, you should arrange to meet with the location manager and/or the first assistant director and any other critical personnel to discuss the day's shoot. This meeting should be held prior to the arrival of the equipment, as the placement of vehicles is critical. The purpose of this "pre-filming meeting" is to make sure everyone is clear on what was agreed upon and what both parties expect.

For smaller film companies, there may be only a van or two and a few private vehicles. For larger companies, the equipment trucks will arrive first and include:

Parked closest to the location:

- 35-foot, 5- or 10-ton electrical truck (contains all lighting equipment)
- 35-foot grip truck (contains other equipment)
- 48-foot, 10-ton production truck (may include generators at rear of tractor)
- 20-foot camera van (camera equipment)
- Portable restrooms
- Craft service vehicle

Space permitting, this equipment also needs to be parked as close as possible to the location:

- 30-foot, 5-ton prop truck • 30-foot, 5-ton special effects truck (if required, contains material/props for stunts, special effects)
- 30-foot crane (if needed, a large crane on wheels)

Parked nearby:

- 65-foot dressing room – toilet unit (commonly called a "honeywagon")
- 30-foot pick-up truck with wardrobe trailer
- 30- to 50-foot catering truck and support vehicles
- Motor homes 8 x 25 feet (two or more) for actors or director
- 15-foot maxi-van (for shuttling cast and crew)
- Production cars – 2 or 3 vans (for errands, runs to studio)
- Cast cars for director and actors
- Police to direct traffic

In addition, there may be "picture vehicles" – cars/trucks used within the shot.

WHAT IS

Production? (continued)

The Role of the On-Site Monitor

If you are a business owner or manager, it is important to have someone monitor filming throughout the day. Your site representative should be very familiar with your company's particular guidelines and should have the authority to approve or deny any filming requests as they arise or the ability to reach the person who has that authority.

Note: unless authorized by a building owner, a tenant does not have the authority to approve filming activities on the premises. If you are a condo owner, the authority for filming in your unit must also be granted by the Homeowner's Association or a representative of the HOA (if the production would have to pass through common areas to get to or from your condo).

If you need to find the location manager, find a crew member with a radio to call him/her.

Some possible last-minute reasons why your property won't be used:

Weather – Cover Set
The most common reason for change of location on short notice is weather. Some companies will have a "cover set" (alternate interior location) but will need to reschedule.

Schedule
The company may get ahead of or behind schedule, and the shooting schedule may call for a location that was previously set for another date.

Cast (Illness, Conflicts, Not Scheduled)
An actor in a particular scene scheduled for that day's shooting may be ill, which would mean a change to another location at the last minute.

Script Rewrites
Script rewrites occur quite often and can create location changes.

Equipment Breakdown or Non-Arrival
The breakdown of equipment such as cameras and generators can bring about last-minute changes in the location schedule.

Cancelation
Discuss the possibilities in the location agreement/contract, especially if you are incurring costs.

WHAT IS

"It's A Wrap!"

Clean-Up

After the last shot is completed, the cast will leave and the crew will "wrap out" (close out the production). The assistant directors and someone from the location department will stay until the last truck has left. Make sure the production company leaves your location the way they found it! All trash should be removed and all furniture, signs, etc., should be restored to their original places. Make sure that the location agreement includes a provision that the film company must restore your property to its original condition or insist that you sign a Location Release form once your property has been returned in the same condition as it was prior to the filming (see Form D – Sample Location Release.)

Damages/Claims
If you can spot damages as the company is wrapping out, bring it to the attention of the location manager or assistant director, and take photos. They will either fix them at that time or schedule a day to complete repairs in a timely manner. If damages are extensive, present them in writing as soon as possible to the location manager or the unit production manager, who may then file an insurance claim. While on location, a film company is adequately insured for property and injury. This also includes personal damage if, for example, a crew member backs his truck into the neighbor's car.

Invoices
As mentioned, the CFC encourages payment or partial payment be requested before the company leaves the location. If this does not happen, invoice the company immediately.

.

Summary

The Golden State offers a wealth of public spaces for filming – but your home or business may be the perfect location for a given production.

Please remember: the CFC is available to assist you with location shooting, and we also work in cooperation with 50-plus local film commissions throughout the state to facilitate and attract productions. California has a wealth of resources. For more information, call the CFC or visit our website at www.film.ca.gov for more information.

The California Film Commission
7080 Hollywood Blvd., Ste. 900
Hollywood, CA 90028
(323) 860-2960 • (800) 858-4749

The following documents are representative samples and should not be construed as legal documents. These are supplied for information purposes only.

FORM A

Location Worksheet

DATE_____PRODUCTION COMPANY _____

TITLE_____STUDIO/AD AGENCY_____

TYPE OF PRODUCTION: [ ] FEATURE [ ] TV [ ] COMMERCIAL [ ] REALITY [ ] WEB/DIGITAL [ ] SHORT
[ ] MUSIC VIDEO [ ] DOCUMENTARY [ ] STUDENT FILM [ ] STILL PHOTOG.

PRODUCTION CONTACT_____TITLE_____

CELL PHONE#_____EMAIL ADDRESS_____

FILMING DAY(S)/DATE(S)_____TIMES_____
_____TIMES_____
_____TIMES_____
PREP DAY(S)_____TIMES_____
WRAP DAY(S)_____TIMES_____

AREA(S) REQUESTED_____[ ] INTERIOR [ ] EXTERIOR
_____[ ] INTERIOR [ ] EXTERIOR
_____[ ] INTERIOR [ ] EXTERIOR

DESCRIBE ACTIVITY:_____
_____
_____
_____
_____

NUMBER OF:
CREW_____CAST_____BACKGROUND PLAYERS_____ANIMALS_____PICTURE CARS_____

PRODUCTION VEHICLES_____

PYROTECHNICS: [ ] YES [ ] NO WEAPONS/GUNFIRE: [ ] YES [ ] NO UAS (DRONE): [ ] YES [ ] NO

SCOUT DATE_____TIME_____NUMBER IN ATTENDANCE_____

SURVEY DATE_____TIME_____NUMBER IN ATTENDANCE_____

APPROVALS NEEDED BY_____

FEES_____
_____

NOTIFICATIONS DONE BY_____

NEIGHBORING RESIDENT/BUSINESS OWNER SIGNATURES REQUIRED_____

[ ] NOTIFICATIONS COMPLETED [ ] SIGNATURES COLLECTED [ ] CERT. OF INSURANCE RECV'D.
[ ] LOCATION AGREEMENT EXECUTED [ ] FEES RECEIVED [ ] LOCATION LEFT IN GOOD CONDITION

FORM B

Film Monitor Checklist

SHOOT DATE_____PRODUCTION COMPANY_____

PRODUCTION TITLE_____MONITOR_____

ON SET TODAY (Names):

Producer_____ Location Manager_____

1ST AD_____ 2ND AD_____

Production Designer_____ Set Decorator_____

Property_____ Special Effects_____

Set Medic_____ Craft Service_____

Transpo Coordinator_____ Transpo Captain_____

Fire Safety Advisor/Officer_____ Police Officer_____

Stunt Coordinator_____ Visual Effects_____

Others, as required_____ _____

_____ _____

_____ _____

_____ _____

Total number of cast & crew_____ Total number of background players_____

Number of production vehicles_____ Number of non-production vehicles_____

Monitor Arrival Time_____ Departure Time_____

[ ] Review the location agreement with the location manager, ensuring compliance with all provisions before allowing vehicles and production personnel into the facility.

[ ] Ask to see the applicable municipal permits and confirm any requirements or restrictions (i.e., fire safety officer, number of CHP officers, etc.)

[ ] Introduce yourself to the Transportation Coordinator and/or Captain and discuss any rules, regulations and agreements pertaining to vehicle operations within the facility or on the grounds. Be sure to address speed limits and any other concerns.

[ ] Assist in the placement of vehicles and equipment on the property, allowing for normal vehicle traffic by tenants and visitors.

[ ] Make sure that vehicles and equipment are in safe, non-fire hazard areas. If you have any questions, consult with the fire safety officer, if one is present.

[ ] Introduce yourself to the 1st and 2nd AD and advise them that all provisions of the agreement will be adhered to and that any deviations from the agreement must be discussed and approved in advance. Any problems you have during the day will be resolved with the 1st AD or his designated representative.

[ ] Establish areas for restroom facilities, catering/crew meals and craft service.

Film Monitor Checklist (continued)

[ ] Introduce yourself to the craft services crew to ensure they know that litter, cigarette butts, etc., are their responsibility and should be cleaned-up throughout and at the end of the day.

[ ] Determine holding areas as well as off-limit areas for cast, crew and background players.

[ ] Introduce yourself to the greens crew (if applicable) to explain the policies on the use of greens, disposal and protection of existing plants and landscaping.

[ ] Establish smoking areas and ensure they are equipped with butt cans with approximately 2 gallons of water. Advise 1st AD that failure to comply with the smoking guidelines will result in termination of the smoking privilege.

[ ] Discuss emergency procedures (i.e., injuries, nearest emergency facilities, etc.) with the set medic and 1st AD. Be aware of safety meetings being held with cast and crew.

[ ] Review the permit to make sure it accurately details the production's proposed activities. If you have any questions, call the permitting authority (CFC, FilmL.A., etc.) or if applicable, the State Fire Marshal Film Liaison at 213-700-5884.

[ ] Check all areas of activities, including parking lots and crew meal areas to ensure they are cleaned and returned to their original condition at completion of filming.

[ ] Inspect all areas for any damage, and report to the 1st AD or Location Manager.

Damage (description):

_____
_____
_____
_____
_____
_____

Reported to:_____ Title:_____

Action Taken:

_____
_____
_____
_____
_____

Comments:

_____
_____
_____
_____
_____

Signed:_____

FORM C

LOCATION AGREEMENT

Picture:_____ Scripted Location:_____
Production Co:_____ _____
Address:_____ Set#(s):_____
_____
Phone#:_____ Date:_____

Dear Ladies and Gentlemen:

1. I, the undersigned owner or agent, whichever is applicable, hereby irrevocably grants to [NAME OF PRODUCTION ENTITY] ("Producer"), and its agents, employees, contractors and suppliers, the right to enter and remain upon and use the property, both real and personal, located at: [ADDRESS AND/OR DESCRIPTION OF PROPERTY LOCATION] (the "Property"), including without limitation, all interior and exterior areas, buildings and other structures of the Property and owner's name, logo, trademark, service mark and/or slogan, and any other identifying features associated therewith or which appear in, on or about the Property, for the purpose of photographing (including without limitation by means of motion picture, still or videotape photography) said premises, sets and structures and/or recording sound in connection with the production, exhibition, advertising and exploitation of the [TYPE OF PRODUCTION, SUCH AS THEATRICAL FEATURE, TV SHOW, COMMERCIAL, etc.] tentatively entitled [TITLE OF PROJECT] (the "Picture").

2. Producer may take possession of said premises commencing on or about [ENTER DATE] subject to change because of weather conditions or changes in production schedule, and continuing until the completion of all scenes and work required.

3. Charges: As complete and full payment for all of the rights granted to Producer hereunder, Producer shall pay to Owner the total amount of $[ENTER AMOUNT], broken-down as follows:

	No. of Days				
Prep	_____	X	$ _____	=	$_____
Shoot	_____	X	$_____	=	$_____
Strike	_____	X	$_____	=	$_____
Hold	_____	X	$ _____	=	$_____
Other	_____				$_____
	_____				$_____

All charges are payable on completion of all work completed, unless specifically agreed to the contrary. Producer is not obligated to actually use the property or produce a [TYPE OF PRODUCTION] or include material photographed or recorded hereunder in the Picture. Producer may at any time elect not to use the Property by giving Owner or agent 24 hours written notice of such election, in which case neither party shall have any obligation hereunder.

4. Producer may place all necessary facilities and equipment, including temporary sets, 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 uses permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. In connection with the Picture, Producer may refer to the Property or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Property. Owner irrevocably grants to Producer and Producer's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Property and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the Picture, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

5. Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold Owner harmless from and against any claims or demands arising out of or based upon personal injuries, death or property damage (ordinary wear and tear excepted), suffered by such person(s) resulting directly from any act of negligence on Producer's part in connection with the work hereunder.

6. All rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Producer and its successors, assigns and licensees, and neither Owner nor any tenant, or other party now or hereafter having an interest in said property, shall have any right of action against Producer 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 claimed to be, defamatory, untrue or censurable in nature. In addition, neither Owner nor any tenant, nor any other party now or hereafter having an interest in the Property, shall have any right of action, including, but not limited to, those based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights granted by Owner to Producer. If there is a breach by Producer hereunder, Owner shall be limited to an action at law for monetary damages. In no event shall Owner have the right to enjoin the development, production, distribution or exploitation of the Picture.

7. Force Majeure: If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Producer, then Producer shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 2, and any such use shall be included in the compensation paid pursuant to Paragraph 3 above.

8. At any time within six (6) months from the date Producer completes its use of the Property hereunder, Producer may, upon not less than five (5) days prior written notice to Owner, reenter and use the Property for such period as may be reasonable necessary to photograph retakes, added scenes, etc. desired by Producer upon the same terms and conditions as contained in this agreement.

9. Owner warrants that neither he or anyone acting for him, gave or agreed to give anything of value, except for use of the Property, to Producer or anyone associated with the production for using said Property as a shooting location.

10.Owner represents and warrants that he/she is the owner and/or authorized representative of the Property, and that Owner has the authority to grant Producer the permission and rights granted in this agreement, and that no one else's permission is required. If any question arises regarding Owner's authority to grant the permission and rights granted in this agreement, Owner agrees to indemnify Producer and assume responsibility for any loss and liability incurred as a result of its breach of the representation of authority contained in this paragraph, including reasonable attorneys' fees.

11.If there is a dispute between the parties, Owner's remedies will be limited to an action at law for money damages, and in no event will Owner have the right to seek injunctive or equitable relief or to otherwise enjoin the production distribution, marketing or exploitation of the Picture.

This agreement constitutes the entire understanding between the parties, supersedes any prior understanding relating thereto and shall not be modified except by a writing signed by the parties.

AGREED & ACCEPTED TO:

_____
Property Owner or Designated Signatory

_____

_____
Address

_____
Phone No.

_____
Social Security # or Federal ID #

AGREED & ACCEPTED *for Producer*:

_____
Signature

_____
Print Name

_____
Title

FORM C-1

General Provisions to Location Agreement

Activities, areas of use, dates and times of filming, will not be modified without express written approval of the manager, owner or designee.

All areas of the property not specifically included in this agreement are off-limits to all cast and crew.

Tenants, the public, staff and visitors will not be restricted, except during actual filming and unless otherwise agreed.

Areas of production company use are to be kept continually free of trash, litter, etc., and are to be maintained in a safe manner. Cables, dolly track and other potential hazards are to be shielded. If interiors are permitted, floors and walkways will be protected from excessive dirt and/or water. Landscaped areas are to be undisturbed unless otherwise agreed.

No visitors and/or animals are to be brought onto the property without prior approval.

Check and/or initial the items below which apply to this agreement:

[ ] Production company is to furnish: [ ] electricity [ ] trash receptacles [ ] sanitary facilities [ ] phones

[ ] Areas of filming will be cleared of hazards at the end of each day's filming or a set guard will be provided by the production company. This set guard will follow the guidelines set by the owner and/or agent.

[ ] No overnight storage of equipment or vehicles.

[ ] No smoking permitted.

[ ] Smoking permitted only in designated areas, which are properly equipped with butt cans.

[ ] No interior filming or activity.

[ ] No activity, including the arrival of vehicles and/or personnel before _____a.m. or after _____p.m.

[ ] The craft service area will be set up as follows_____

_____

[ ] Crew meals will be set up as follows_____

_____

[ ] Except as otherwise designated, no food or drink is permitted in the interior of the property.

[ ] Parking of vehicles and equipment is as follows:

Generator location:_____

Production Vehicles: Number & Type_____

_____

Location:_____

Other Vehicles: Number & Type_____

_____

Location:_____

[ ] Any set construction, removal or covering of signs, painting, nailing, taping or any other alterations to the property are prohibited unless specifically described below:

_____

_____

_____

FORM D

LOCATION RELEASE

Property Owner:_____ Location:_____

Property Address:_____ Set#:_____

_____

Production Co:_____ ("Producer")

Address:_____

_____

Re:_____ (the "Picture")

To the Producer:

I, the undersigned owner or agent (collectively, "Owner") hereby acknowledges that the Property as referred to in the LOCATION AGREEMENT between Producer and Owner dated [DATE INDICATED ON LOCATION AGREEMENT], (the "Agreement") has been returned to Owner in substantially the same condition as it was in prior to Producer's use thereof:

Owner hereby acknowledges that:

(a) all payments required under the Agreement have been paid;

(b) no additional restoration work is required in connection with the Property;

(c) Owner and any individual who entered the Property at the invitation or on behalf of Owner, suffered no personal loss or damage in connection with the use of the Property by Producer; and

(d) Producer has no other responsibilities in connection with the Property other than to continue to hold Owner harmless from any and all third-party suits, claims, or loss or liabilities directly resulting from Producer's use of the Property.

Owner hereby releases and forever discharges Producer, its parent, subsidiary, affiliated and associated companies and its and their officers, employees and agents, and their successors and assigns of and from any and all claims, debts, demands, liabilities, obligations, costs, expenses, damages, actions and causes of action of whatsoever kind or nature, whether known or unknown, which Owner has ever had, now has or which Owner or any of its successors or assigns hereafter can, shall or may have against Producer based on or arising out of, relating to or in connection with the Agreement.

Producer may assign, transfer, license, delegate and/or grant all or any part of its rights, privileges and property hereunder to any person or entity. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. This Agreement and Owner's rights and obligations hereunder may not be assigned by Owner.

ACCEPTED & AGREED TO:

_____ _____

Property Owner or Designated Signatory *Date*

FORM E

Filmmaker's Code of Professional Responsibility

Welcome, and thank you for choosing to film in California! California's communities look forward to welcoming film industry personnel as guests when filming on location. To help ensure a positive experience for all concerned, the California Film Commission (CFC) has developed the following guidelines:

1. When filming in a neighborhood or business district, proper notification should be provided to each merchant or resident who is directly affected by the company. This includes parking, base camps, craft service and meal areas. The filming notice should include:
   a. Name of production company
   b. Title of production
   c. Company contact
   d. Type of production
   e. Type of activities planned and duration

2. Production vehicles arriving on location in or near a residential neighborhood should not enter the area before the time stipulated in the permit, should part one-by-one and turn off engines as soon as possible. Cast, crew and background players should observe designated parking areas.

3. Do not trespass onto neighbors' or merchants' property. Please remain within the boundaries of the property that has been permitted for filming.

4. Moving or towing of vehicles belonging to the public is prohibited without the express permission of the municipal jurisdiction or the vehicle owner.

5. Cast and crew meals should be confined to the area designated in the permit. All catering, craft service, construction and trash must be removed from the location at the end of the shoot day.

6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.

7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location, unless otherwise stipulated in the permit.

8. Please keep all noise levels as low as possible.

9. Observe designated smoking areas, and always extinguish cigarettes properly.

10. The cast and crew should not bring guests or pets to the location, unless expressly authorized in advance by the company.

11. All sets and props should be removed upon completion of use.

12. The production company will comply with the provisions of the permit at all times.

13. Production companies will refrain from using lewd or offensive language within earshot of the general public.

FORM F

Community "Good Neighbor" Code of Conduct

To RESIDENTS and MERCHANTS: If you plan to host filming at your property, you will become an ambassador from your community to the production company, and from the production company to your neighbors and the community at large. By encouraging the production company to treat the community with care, you can help ensure that the filming experience will be a positive one for all concerned, and that this company and others will be welcome to return. To this end, the California Film Commission (CFC) has developed the following guidelines to assist you in your role as host:

1. When hosting filming in a neighborhood or business district, residents and merchants choosing to allow production at their property should do their part to be "good neighbors."

2. Neighbors' concerns should be properly addressed to ensure the shoot runs smoothly and is a positive experience for everyone involved.

3. Every effort should be made to ensure that production company members do not disturb your neighbors, especially if preparation days are required to "dress" your property prior to actual shoot days.

4. It is a good idea to personally notify your neighbors that filming will be taking place at your property or place of business. Many jurisdictions issuing film permits require notification to affected residents and/or merchants. Some also require approvals from a percentage of neighboring residents and business owners within a specified radius (the percentage of approvals required and the amount of the radius varies and can usually be found in your city's film ordinance).

5. Discuss the company's parking plans prior to the shoot and convey any concerns voiced by your neighbors. This will avoid problems like blocked access to driveways or roads that can cause ill will between you and your neighbors.

6. When appropriate, and with the advance approval of the production company, invite neighbors to view the filming and/or have lunch with the crew. This will go a long way to promote positive neighborhood relations.

7. Hosting filming can frequently take a toll on your neighbors who may not receive the direct financial benefits that you enjoy. You may want to consider ways you can give something back to your community for the inconvenience, such as support for local organizations or simply hosting a backyard bar-b-que.

8. When filming occurs at night, excessive bright lights and noise may disturb your neighbors. Prior to filming, be certain to discuss such activities with neighbors who may be adversely impacted and make sure the production company addresses their concerns. People want to feel that they have been included in decisions about activities that may directly affect them.

9. If a location service company asks to represent your property for a percentage of the location fee, you should know that State law requires the company to have a real estate broker's license. You may want to request a copy of the license to ensure you are dealing with a reputable service.