



LOCATION AGREEMENT:
FILMING AT THE SANTA MONICA PIER AQUARIUM

Thank you for choosing the Santa Monica Pier Aquarium [“SMPA” or the “Property”] as a venue for your project. We look forward to working with you.

SMPA is run by Heal the Bay, a 501(c)(3) Non Profit Organization. As Heal the Bay’s marine education facility, we inspire understanding and conservation of the Santa Monica Bay and our watersheds through hands-on education, stewardship and discovery.

The SMPA is dedicated to maintaining the health and safety of the animals it displays and enters into this Agreement, by and between the Aquarium and _____ (“Production Company” or “Company”) with these priorities in mind.

1. IDENTITY OF THE PARTIES: This agreement is entered into by and between Heal the Bay/SMPA and Production Company, listed above. Heal the Bay’s office is located at 1444 Ninth Street, Santa Monica, CA 90401. (310) 451-1500; Fax: (310) 496-1902.

SMPA is located at 1600 Ocean Front Walk, Santa Monica, CA 90401. (310) 393-6149; Fax: 310-393-4839.

Emergency contact: _____ Phone: _____

Production Company _____ is located at:

Phone: _____ Fax: _____

Contact person: _____ Position: _____

Phone: _____ E-mail: _____

Emergency Contact: _____ Phone: _____

2. FILMING DATES: The anticipated dates for filming are: _____, which includes preparation and set up, filming/shooting, and wrap time/clean up/equipment removal. This agreement begins when the first production staff person arrives on the first day of the set up and/or shoot and lasts until the last production staff person leaves.

3. NAME AND DESCRIPTION OF PRODUCTION:

Name of

Production: _____ [“Picture”]

Description of
Production: _____

Description of shots anticipated at
SMPA: _____

4. IDENTITY OF FILMING LOCATION: Heal the Bay/SMPA hereby agrees to permit Production Company to enter and to use the property located at 1600 Ocean Front Walk, Santa Monica, CA 90401 ("Property") in connection with the production referred to above for rehearsing, photographing, filming and recording scenes and sounds for the Picture. SMPA is separate from the Santa Monica Pier. Filming on or around the Pier may require permits. Production Company should check with the Pier Restoration Corporation at 310-458-8935 to ascertain whether a permit is required.

5. RIGHTS TO IMAGES: Production Company is hereby granted the irrevocable right to use the audio and visual recordings taken by the Company at the Property pursuant to this Agreement in perpetuity. Production Company and its licensees, sponsors, agents, affiliates, clients, principals, representatives, assigns and successors may exhibit, advertise and promote the Picture or any portion thereof, whether or not such uses contain audio and/or visual depictions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries of the world.

6. RIGHT OF ACCESS: Production Company shall have the right to bring personnel (staff, cast and crew) and equipment (including props and temporary sets) onto the Property and to remove same after completion of its use of the Property hereunder. Production Company shall have the right but not the obligation to photograph, film and use in the Picture the actual name, if any, connected with the Property or to use any other name for the Property. If Production Company depicts the interior(s) of any structures located on the Property, SMPA agrees that Production Company shall not be required to depict such interior(s) in any particular manner in the Picture, with the exception that the animals shall not be depicted in a negative fashion.

7. RESTRICTIONS ON ACCESS: Dates and times must be scheduled thirty (30) days in advance with SMPA's Public Outreach Specialist, who may be reached at 310-393-6149, ext. 105. Changes to the initial dates and times set for production must be made not less than two weeks (14 days) before the commencement of production. The period for filming may be extended by Production Company if there are changes in the production schedule or delays due to weather conditions, Aquarium schedule permitting. The within permission shall also apply to future retakes and/or added scenes. In addition, only film cast and crews consisting of 25 or fewer members are permitted, and Production Company must provide a list of the names of crew members at least five days before filming commences.

8. AQUARIUM HOURS: SMPA is closed to the public on Monday, and only SMPA staff is present on that day. SMPA runs educational programs in the mornings Monday through Friday and is open to the public in the afternoons on Tuesday through Friday. It hosts birthday parties in the mornings on Saturday and Sunday and is open to the public in the afternoons on the weekends.

9. LOCATION FEES: In consideration for the foregoing, Production Company shall pay Heal the Bay as follows:

- a. For Film Crew Of Fifteen (15) Or Fewer: \$500 per hour from 8:00 a.m. to 6:00 p.m.
- b. For Film Crew Of More than Fifteen (15) And Fewer Than Twenty-Five (25): \$1,000 per hour from 8:00 a.m. to 6:00 p.m.
- c. For every 15 minutes beyond the prearranged time frame the hourly rate of \$250 will be charged.
- d. Damage Deposit: A refundable cash deposit, made payable to Heal the Bay, is required against damage to SMPA of:
 - ___ \$1000
 - ___ \$3000
 - ___ \$5000
 - ___ \$ _____

10. TERMS OF PAYMENT: A nonrefundable deposit of fifty (50) percent of the Location Fees is due upon signing this Agreement. The balance is due the day filming commences. Cancellations made less than 48 hours in advance will be charged the full cost of reserving the Aquarium, as set forth in Section 9 above. Any overrun time shall be paid within 14 days of receipt of an invoice from Heal the Bay.

11. RESTORE LOCATION: The location shall be restored to its original condition [pre-Production condition] within four (4) hours of the conclusion of shooting, to the satisfaction of Heal the Bay and SMPA.

12. DAMAGE: Any and all damage to SMPA shall be repaired at the expense of Production Company. No wear and tear shall be allowed. The Damage Deposit listed above shall first be applied to any damage to SMPA caused or in any way related to the Production. Heal the Bay will invoice Production Company for the balance of the cost of repairs.

Production Company shall, within 14 days of receipt of an invoice from Heal the Bay/SMPA, reimburse Heal the Bay/SMPA for the costs of any repairs resulting from damage occurring from or in any way related to filming and/or the production.

13. RESTRICTIONS ON USE:

- a. Production Company agrees that, with SMPA's permission, if it becomes necessary to change, alter or rearrange any equipment on the Property belonging to Heal the Bay/SMPA, Production Company shall return and restore said equipment to its original place and condition, or repair it, if necessary.

- b. Aquarium animals may not be moved from one exhibit to another for a shoot, and no outside animals may be brought on the premises.
- c. No explosives, sound effects, strobes, motorized vehicles or balloons permitted.
- d. The use of large reflectors and other lights is dependent on the animals involved and will be restricted as per the judgment of the SMPA staff. The tanks and exhibits are acrylic and subject to melting from excessive heat. All lighting must be a safe distance from the exhibits to prevent melting.
- e. SMPA reserves the right to suspend or stop any activity associated with the filming that it feels might endanger SMPA staff, volunteers, SMPA facility, marine life and/or exhibits.
- f. Since there are live animals at the aquarium, Heal the Bay/SMPA requires Production Company to use due care and best efforts for the safety of the animal life support systems and the animals themselves.
- g. Filming and photography may take place after hours and during public hours, depending upon the scope of the shoot and the Production. Filming which takes place during public hours must not interfere with or impede the visitor experience.
- h. No filming or photographs of any individual at SMPA will be allowed without a signed release of the individual being photographed, or, in the case of children, a release signed by a parent or legal guardian.

14. SECURITY, CROWD/TRAFFIC CONTROL, FIRE SAFETY: At the sole discretion of Heal the Bay/SMPA or its designee, Production Company shall have one or more security personnel present on the premises during filming, at Production Company's sole cost and expense. Production Company may be required to provide additional personnel designated for security, crowd control, and/or traffic control during filming. The total number of security personnel or police officers required will be determined by SMPA or its designee based on recommendations received by the police department. The fire department may also require the presence of firefighters and fire equipment during filming, at Production Company's sole cost and expense. Production Company is responsible for providing a detailed traffic control plan and signage upon request.

15. PERMITS: It is the responsibility of Production Company to research and obtain the proper permits needed to film in the City of Santa Monica. More information about filming permits can be obtained by calling the Pier Restoration Corporation at 310-458-8935.

16. INSURANCE: Prior to commencement of filming, Production Company shall procure minimum insurance coverage, as set forth herein, naming Heal the Bay/SMPA

and its officers, employees, and volunteers as additional insured, and shall keep this insurance in full force and effect for the duration of filming. Said insurance shall protect the named insureds from and against any and all claims to persons and property arising from or in any way connected to the Production at issue.

Heal the Bay/SMPA shall be certificate holders of the insurance procured by Production Company for the Production at issue. At least 7 business days prior to set up or filming, Production Company will present Heal the Bay/SMPA with a certificate of insurance, establishing the insurance required herein, and verifying that Heal the Bay/SMPA is an additional insured. Each policy shall be endorsed to state that coverage shall not be canceled during the Production at SMPA, except after 30 days written notice by certified mail, return receipt requested, has been given to Heal the Bay/SMPA.

For any claims related to this project, the Production Company's insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by Heal the Bay or SMPA and its officers, officials, employees or volunteers shall be excess to the Production Company's insurance and shall not contribute to it.

The insurance policy/policies shall be written by an insurance company approved by the State of California and issued in accordance with the standards approved by the California Department of Insurance, with a level of insurance of A.M. Best's rating of not less than A:VII, and shall include, but not be limited to:

- a. Commercial General Liability Insurance, including Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with a combined minimum bodily injury (including death) and property damages limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b. Workers' Compensation Insurance with statutory limits
- c. Business Automobile Liability Insurance covering owned, hired, and non-owned vehicles, with a minimum combined bodily injury (including death) and property damage limit of \$500,000 per occurrence.

17. INDEMNIFICATION: Production Company agrees to defend, indemnify, and hold harmless Heal the Bay/SMPA and all of its officers, employees, and volunteers against any and all lawsuits, causes of action, claims, liabilities, injuries, damages, costs, and expenses to persons or property, whether public or private, that may arise out of or in any way related to Production Company's use of the premises as set forth herein, including any liabilities, claims, injuries or damages that arise from any act, omission, or misconduct of the Production Company or its agents, representatives, contractors, or employees. Production Company agrees to satisfy and/or discharge any and all settlements and/or awards and/or judgments that may be rendered against Heal the Bay and/or SMPA, and its employees, officers, and volunteers, in connection with any lawsuit, cause of action, or claim arising from or in any way related to Production Company's use of the premises.

18. NO KICKBACKS FOR USE: The SMPA affirms that neither it nor anyone acting for it gave or agreed to give anything of value to any member of the production staff, anyone associated with the Picture, or any representative of Production Company, or any television station or network for mentioning or displaying the name of Heal the Bay/SMPA as a shooting location on the Property, except the use of the Property, which was furnished for use solely on or in connection with the Picture.

19. BILLING CREDIT: Heal the Bay/SMPA acknowledges that any identification of the Property which Production Company may furnish shall be at Production Company's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Picture.

20. DENIAL OR REVOCATION: Heal the Bay/SMPA may deny or revoke Production Company's rights under this Agreement if Production Company makes a false statement of material fact with regard to the filming or fails to comply with the terms set forth herein or engages in any activity in violation of this Agreement or in violation of other applicable law. Heal the Bay/SMPA may also revoke the rights granted to Production Company under this Agreement if the City of Santa Monica Police or Fire Department, City Manager, or other public official determines that the activity poses a serious threat to public health, safety, or welfare. If Heal the Bay/SMPA elects to deny or revoke Production Company's rights under this Section, Heal the Bay/SMPA will notify Production Company by any two of the following: telephone, mail, facsimile transmission, or email. Heal the Bay/SMPA shall not be responsible for any loss sustained by Production Company if Production Company's rights are denied or revoked in accordance with the terms set forth in this Agreement.

21. NO RESPONSIBILITY FOR EQUIPMENT: Heal the Bay/SMPA has no responsibility for any equipment of Production Company. No filming equipment is to be left unattended at SMPA at any time.

22. POWER AND WATER SUPPLY: Production Company is required to supply its own power and water supply.

23. DUE CARE IN WET ENVIRONMENT: Production Company is aware that SMPA is a wet environment, and as such, both slipping and potential electrocution hazards exist. Production Company will use due care at SMPA avoid any such risks.

24. NO WARRANTY: Heal the Bay/SMPA offers its facilities "as is," "where is," and without warranty as to the suitability of the premises for filming.

25. LICENSE ONLY: This Agreement shall be deemed to create only the relationship of licensor-licensee between the parties and shall not be deemed to create any other relationship, such as landlord-tenant, principal-agent, master-servant, employer-employee, or partner-joint venturer.

26. NO ASSIGNMENT: This Agreement is for the sole benefit of Production Company and Heal the Bay/SMPA, and neither party may assign or transfer its obligations or rights under this

Agreement. Any assignment or transfer contrary to the provisions of this section shall be null and void.

27. RELEASE: Heal the Bay/SMPA releases and discharges Production Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that Heal the Bay/SMPA may now have or may from now on have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein.

28. MEDIATION: If there are future disputes regarding this Agreement or associated issues, the parties agree to first use mediation to attempt to settle them.

29. ENTIRE AGREEMENT: No prior or present agreements or representations shall be binding on the parties unless incorporated into this Agreement.

30. MODIFICATIONS: No modification or change in this Agreement shall be valid or binding unless it is made in writing and signed by all parties.

31. SEVERABILITY: In the event that any provision in this Agreement is held to be unenforceable, or against public policy, such holding shall not affect the remainder of the Agreement.

32. GOVERNING LAW: This Agreement shall be interpreted according to the laws of the State of California.

33. NOTICE: All notices and other communications made in connection with this Agreement shall be in writing and shall be deemed given (1) when delivered personally to the recipient's address as stated this Agreement, or (2) three days after being deposited in the United States mail.

34. ACKNOWLEDGMENT: By signing below, the parties certify that the information provided above is correct and that the parties have read and understand and accept the terms and conditions contained in this Agreement.

Each of the undersigneds represent that he/she is empowered to execute this on behalf of the respective parties.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures:

[Printed name and title] _____, date
on behalf of Production Company

Vicki Wawerchak, Director, Santa Monica Pier Aquarium

date