



Dear Permit Applicant:

The following is information about the **City of Temecula Filming Permit Application**. Please complete and return the application with a copy of a legible map marking the specific location you wish to use. The completed application, all relevant fees, Insurance Certificate(s), Letter(s) of Endorsement, and map **must** be received in our office a minimum of 3 full days (weekends and holidays excluded) before the application can be processed. It is important to list all props to be used, and a detailed description of all your activities. You must list all equipment, stunts, pyrotechnics, explosive devices, airplanes, helicopters or drones used in your shoot. The application must be signed by the applicant named on the permit and is the person responsible for the production activity on-site.

Fire Requirements: A City of Temecula stand-by firefighter may be required for shoots involving 25 people or more and a generator. Shoots involving pyrotechnics and/or stunts may require additional personnel or equipment per review. Minimum charge \$150 for the first four (4) hours, other services will be as cost recovery.

Insurance requirements: The Production Company shall maintain at all times during the term of the Film Permit one million dollars (\$1,000,000) per occurrence in commercial general liability insurance for bodily injury, personal injury, and property damage.

All such policies must provide *proof of general liability insurance* and a *Letter of endorsement* (ISO form #CG-20-12-07-98 or equivalent) naming the City of Temecula, its officers, agents, employees and/or volunteers as an additionally insured. The Insurance Certificate and Letter of Endorsement *must read verbatim*:

City of Temecula, 41000 Main Street, Temecula, CA 92590 and its officers, City Council, agents, employees and/or volunteers are additional named insured with respect to liabilities arising out of the performance of services hereunder.

Aircraft: An additional Insurance Certificate is required in the event of use of airplanes or helicopters with an additional insurance certificate and Letter of Endorsement required in the amount of \$10 million, using the verbiage above. FAA approval, in writing, is also required.

Drones: An additional Insurance Certificate is required in the event of the use of drones with an additional insurance certificate and Letter of Endorsement required in the amount of \$2 million, using the verbiage above. Also required are as follows:

- 1) Copy of the drone pilot's FAA license
- 2) Copy of the FAA registration card for each drone that will be on location
- 3) a POA with map showing the flight area

Workers compensation requirements: Proof of workers compensation insurance is required.

When deemed necessary by the City, the Production Company shall maintain one million dollars (\$1,000,000) per occurrence in automobile liability insurance for bodily injury and property damage including coverage for owned, non-owned, and hired vehicles with insurance companies acceptable to City.

All policies shall contain a provision stating that the Production Company's policies are PRIMARY insurance and that the insurance of the City or any named Additional Insureds will not be called upon to contribute to any loss.

All insurance policies are to be placed with Insurers with a current A.M. Best rating of no less than an "A" policyholder rating and a financial rating of not less than Class VIII. All insurers shall be licensed by the State of California to issue insurance in the State of California.

Basic Film Permit Processing Fee:

Motion: **FREE** per application

Stills: **FREE** per application

IEFS: **\$225** per film application

These fees are *non-refundable* and is charged to cover the processing of the permit. Payment must be made prior to filming. Other fees may apply as filming operation increases (i.e. road permits, drone use, SFX, etc). All fees are subject to a fuel surcharge and convenience fees. Prices are subject to change without notice.

Please contact our office once a location has been chosen to determine the viability of that location. All reservations of City owned property are tentative until the completed permit and payment has been received. If you have any other questions, please contact the IEFS permit desk at (909) 460-8100, x101 or via email at temecula@iefilmpermits.com.

City of Temecula

Photography and Motion Picture Permit

Code of Professional Responsibility

The City of Temecula requests all production companies to adhere to the following guidelines:

1. When filming in a neighborhood or business district, proper notification is to be provided to each merchant or neighbor who is directly affected by the company (this includes parking, base camps, and meal areas). The notice should include the production company's name, company contact and phone number, dates and hours of filming, and type of filming activity.
2. Production vehicles arriving on location in or near a residential neighborhood should not enter the area before the time stipulated in the permit and park one by one, turning off engines as soon as possible. Cast and crew should observe designated parking areas.
3. Do not trespass onto neighbor's or merchant's property. Please remain within the boundaries of the property that has been permitted for filming.
4. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner.
5. Cast and crew meals should be confined to the area designated in the location agreement or permit.
6. All catering, craft services, construction, strike and personal trash is to be removed from the location.
7. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.
8. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated by the location agreement or permit.
9. Please keep noise levels as low as possible.
10. Observe designated smoking areas and always extinguish cigarettes in butt cans.
11. The cast and crew should not bring pets to the location unless authorized in advance by the permit authority or property owner.
12. All sets and props should be removed upon completion of their use.



City of Temecula

Photography and Motion Picture Permit Application

Date of Application: _____ **Project Title:** _____
Company: _____ **Location Manager:** _____
Address: _____ **Telephone Number(s):** _____
 _____ **Production Manager:** _____
Telephone Number: _____ **Telephone Number(s):** _____
Fax Number: _____ **Producer:** _____ **Director:** _____

Production Type: Still Photography Commercial TV-Reality TV Episodic Feature Film
 Music Video Documentary Industrial Other _____

Total Personnel: _____ **Total Number of Vehicles/Equipment:** _____ **Total Number of Days:** _____

Equipment Detail: Please supply total number of each of the following items to be used at the filming location(s).
 Generators _____ Large Trucks _____ Motor homes _____ Vans _____ Trailers _____
 Camera Cars _____ Picture Vehicles _____ Cast/Crew Cars _____ Other _____

Description of Filming Activity: Please provide specifics about your shoot, describing the scenes to be shot at each location and any use of animals, stunts, pyrotechnics, hazardous materials, etc. Please include and indicate prep and strike days. Attach additional sheets if necessary.

Date	Hours	Location	Int./Ext.	Activity

Proposed Parking/Staging Arrangements: _____
Proposed Security Services: _____
Proposed First -Aid Services: _____
Proposed Trash Collection and Disposal: _____
Proposed Restroom Facilities: _____

Traffic: If your shoot is planned on City street(s) and/or property, please submit a site plan showing proposed location(s) of cast, crew, vehicles and the route to be traveled on the street(s). NOTE: Road permits can take up to 30 days to process.
 Site plan attached Site plan will be submitted by time _____ and date _____.

Stunts/Special Effects: Please provide detailed information about any stunts or special effects planned: _____

Pyrotechnics: Please provide detailed information about any pyrotechnics planned: _____

Pyrotechnician: _____ **License #:** _____ **Telephone Number:** _____

Aerial Stunts/Aircraft/Drones Use: Please provide detailed information about any aerial activity planned: _____

City of Temecula Photography and Motion Picture Permit Application • Page 2

Insurance: Before a permit is issued, a certificate of insurance naming the City of Temecula as additionally insured must be submitted. Insurance certificate must be issued by insurance underwriters "admitted" by the California Insurance Commission and rated 'A' by Best's Key rating Guide. Requirements include: Minimum of \$1 Million general liability, \$1 million auto liability, proof of Worker's Comp, \$2 million UAS liability and \$10 Million Aircraft liability when applicable. Other activities may require additional insurance coverage.

Insurance certificate attached Insurance certificate will be submitted by time _____ and date _____.

Insurance Company: _____ **Expiration Date:** _____

FOR-OFFICE-USE-ONLY

Permit Number Granted: _____ **Dates Effective:** _____

Special Approvals/Permits Required:

<input type="checkbox"/> Road Permit Required	<input type="checkbox"/> Property Owner Permission
<input type="checkbox"/> Standby Fire Required	<input type="checkbox"/> Homeowner/Merchant Association Permission
<input type="checkbox"/> Police Required	<input type="checkbox"/> Other Permits: _____
<input type="checkbox"/> FAA Approval	

Attachments: _____

Provisions: _____

Fees and Charges Collected: Fees collected in advance are estimates. An adjusted bill may be required at completion of the project.

Fire Department	Sheriff	Public Works	Permit Fee	Other

Total Fees Collected in Advance: _____ **Date Paid:** _____

How Paid: _____ **Receipt Number:** _____

Fees Owed at Completion of Project: _____ **Overpayment to be Refunded:** _____

GENERAL TERMS, CONDITIONS, AND RESTRICTIONS

AUTHORITY This permit is issued by the authority of the City of Temecula, for the purpose of photographing, filming, or videotaping in the City of Temecula in accordance with Ordinance No. 92-212. This permit does not constitute or grant permission to use or occupy property not belonging to, or under the control of, the City of Temecula. Permission to use or occupy these properties must be obtained from the owner or controller of such property in addition to this permit. Proof of such permission may be required prior to issuance of a permit by completing an Addendum form. **PERMIT REQUIREMENT** This permit must be in the possession of the applicant at all times while on location and must be made available for inspection when requested by City authorities or the public. Use of this permit implies agreement on the part of the holder to comply with the terms and conditions of the permit. **COMPLIANCE WITH LAWS** Permittee agrees to comply with all federal, state, and local laws, regulations, ordinances, and rules. Vehicle code provisions and/or posted parking regulations will be enforced unless noted otherwise in this permit. The Filming Fire and Life Safety Inspection Check List will be strictly enforced. **INSURANCE** Prior to beginning operations under this permit, Permittee must submit evidence of general liability insurance. The amount and type of such insurance shall be that required by the City of Temecula at the time this permit is issued, unless a different amount and type of insurance is specified in the permit. If Permittee uses or operates licensed motor vehicles pursuant to this permit, automobile liability insurance is required as well. **INDEMNIFICATION** Except for the active negligence or tortious conduct of the City of Temecula, Permittee agrees to indemnify, defend and hold harmless the City and any other agencies designated at permit, their agents, officers, employees, and contractors from and against any and all liability, expense, including defense costs and legal fees and claims for damages of any nature. Such claims may include, but shall not be limited to, those alleging bodily injury, personal injury, or property damage arising from the operators, acts, or omissions of employees hereunder. Permittee further agrees to indemnify, defend, and hold harmless the City and any other named permitors from any and all worker' compensation suits, liability, or expense arising from or connected with any services for or on behalf of Permittee by any person pursuant to this permit. **WORKER'S COMPENSATION** By signing below, Permittee agrees to conform to all applicable Federal and State requirements for Worker's Compensation insurance for all persons operating under this permit. **ASSIGNMENT** This permit shall not be assigned by the Permittee without the written consent of the City. **CONSIDERATION** Permittee shall pay, prior to the issuance of a permit or rider thereto, all fees and deposits required. Service charges and use fees listed on this form are estimates. Actual charges, computed at the completion of filming, may be less or exceed these estimates. Permittee agrees to pay any additional charges which may accrue incidental to any use or service provided to the Permittee within 10 days after receipt of any invoice for such use or services. Overpayments will be refunded. **CREDIT** The City of Temecula expects film credit, unless otherwise determined by an authorized representative of the City of Temecula **AUTHORITY TO REVOKE OR CANCEL** In the event that an authorized representative of the City finds that the activities being conducted by the Permittee unnecessarily endanger the health or safety of any person or that said activities are or will cause damage to real or personal property, said representative, at his sole direction may suspend, cancel, or amend this permit. The City reserves the right to suspend, cancel, or amend this permit at any time without incurring any liability to the Permittee. **RIDERS** Additional documents known as "riders" may, on occasion, be issued to alter or amend an original permit. Except as amended by the riders, all other terms, conditions, and provisions of the original permit remain in effect. When executed, a rider becomes part of and must be attached to the original permit. **ADDITIONAL TERMS APPLICABLE TO FILMING ON CITY OWNED PROPERTY** Permittee shall be subject to the control and instructions of the City representative(s) assigned to the Permittee in order to avoid any interference with the operations of the City's facilities or property. Permittee acknowledges that its use of City facilities for purposes of the permit is at its own risk and expressly waives any right to make or prosecute claims or demands against the City for any loss, injury, or damage which Permittee may sustain by virtue of the exercise of the permission granted or by reason of any defect, deficiency, or impairment which may occur from time to time from any cause of the utilities or other services furnished or for any loss resulting from fire, water, tornado, civil commotion, riot, landslide, windstorm, earthquake or acts of God. On or before the date of the expiration of this permit, the Permittee shall remove from said properties all location sets, structures, rubbish and unsightly matter placed on the property by the Permittee unless the City agrees that this may be done at a later time. In the event Permittee fails to do so, the City may cause the same to be done and Permittee agrees to pay the City any cost incurred. Permittee agrees to pay the City for damage to City property resulting from the operations undertaken by Permittee. By issuance of this permit, the City does not imply that use by Permittee shall be exclusive. We hereby accept this permit and agree to abide by all the terms and conditions thereof.

Permittee: _____ **City of Temecula:** _____

_____ *Company* _____ *Representative*

_____ *Signature* _____ *Date*

_____ *Date*

Who hereby personally covenants, guarantees, and warrants that he/she has the power to obligate the Permittee to the terms and conditions of this permit.

City of Temecula

Photography and Motion Picture Permit Application

Addendum-1

If you are shooting on private property, either "A" or "B" below must be completed and signed.

A. PROPERTY OWNER

I, _____, hereby certify under penalty of perjury that I am the legal owner of the property located at _____, and that I consent to the photographic recordings occurring on said property on _____.

Signature Date

Mailing Address

Phone Number

B. LEGAL REPRESENTATIVE

I, _____, _____, of _____ hereby certify that _____ is the owner's legal agent for the property located at _____, and that _____ consents to the photographic recordings occurring on said property on _____.

Signature Date

Mailing Address

Phone Number

CITY OF TEMECULA ROAD PERMIT APPLICATION
41000 Main Street
Temecula, CA 992590

PERMIT #: _____

Fee: _____

APPLICATION FOR FILMING PERMIT

PLEASE PRINT

NAME OF PERMITTEE/PRODUCTION COMPANY _____

DATE(S) OF ACTIVITY _____

MAILING ADDRESS _____

ACTIVITY START TIME _____

CITY _____ STATE _____ ZIP CODE _____

ACTIVITY END TIME _____

PRODUCTION CO. SIGNATURE _____

PRINT NAME _____

()
TELEPHONE NUMBER

DATE AND TIME SUBMITTED: _____

()
CELL NUMBER

PLEASE INDICATE WHICH CITY STREET(S) YOU WILL UTILIZE DURING THE EVENT (INCLUDE A MAP SHOWING YOUR LOCATION): _____

PLEASE INDICATE SPECIFIC ACTIVITIES TO BE PERFORMED: _____

PERMITTEE AGREES TO INDEMNIFY THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES AGAINST AND HOLD THEM HARMLESS OF AND FROM ALL CLAIMS AND LIABILITIES OF ANY KIND ARISING OUT OF, IN CONNECTION WITH OR RESULTING FROM NEGLIGENCE ON PART OF PERMITTEE, ITS OFFICERS, AGENTS, CONTRACTORS AND EMPLOYEES IN CONNECTION WITH WORK UNDERTAKEN UNDER THIS PERMIT, AND DEFEND THE CITY AND ITS OFFICERS, COMMISSIONS, AGENTS AND EMPLOYEES FROM ANY SUITS OR ACTIONS AT LAW OR IN EQUITY FOR DAMAGES, AND PAY ALL COURT COSTS AND COUNSEL FEES.

WILL EVENT REQUIRE ANY OF THE FOLLOWING?

YES NO | Pyrotechnics, explosives, stunts, etc.? (If yes, please list below & must be signed off below by Police & Fire)

YES NO | ITCs or street closures? (If yes, a traffic plan may be required.)

Officers needed per Police Department

Traffic Control Devices needed per Police Department recommendation:

AUTHORIZED POLICE DEPARTMENT AUTHORITY

OFFICER IN CHARGE OF FILMING ACTIVITY (please print)

AUTHORIZED SIGNATURE _____

() ()
PHONE NUMBER FAX NUMBER

AUTHORIZED CITY FIRE AUTHORITY (If applicable)

OFFICER IN CHARGE OF FILMING ACTIVITY (please print)

AUTHORIZED SIGNATURE _____

() ()
PHONE NUMBER FAX NUMBER

City of Temecula Community Services Department

LOCATION AGREEMENT

This Location Agreement (“**Agreement**”) is entered into as of [REDACTED] by and between the City of Temecula (“**City**”) and [REDACTED], (“**Producer**”) for Producer’s use of the Property in connection with the Project pursuant to the terms of this Agreement. For good and valuable consideration the receipt of which City hereby acknowledges, City and Producer agree as follows:

1. As used in this Agreement, the following words shall be defined as set forth in this paragraph:

“**Project**”: [REDACTED], Content Approved by Inland Empire Film Services

“**Property**”: [REDACTED]

“**Tape Dates and Times**”: [REDACTED]

“**Application Fee**:” \$40

2. City grants to Producer and its employees, contractors, agents, licensees and assigns the non-exclusive right pursuant to the terms of this Agreement: (a) to enter, remain on, and occupy the Property during the Tape Dates with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project and undertaking related activities on and of the Property; (b) to make audio and video recordings (including without limitation photographs) on and of the Property; and (c) irrevocably and without restriction, to edit, broadcast, transmit or otherwise exploit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Producer may desire, whether or not in connection with the Project. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Producer. The rights herein granted include without limitation the right to record all structures and signs located on the Property, the right to record any and all activities, conduct, and conditions occurring or existing on the Property, and the right to refer to the Property by its correct name or any former name. Producer shall not be obligated to produce the Project, to make any actual use of recordings made on or of the Property or to use any name connected with the Property in connection with the Project or any other program. Producer shall not film the following at the Property: nudity; sex acts; or violence to people or animals. Producer shall use reasonable care to prevent damage to the Property. Producer shall remove any and all sets, structures and other materials and equipment from the Property upon completion of the filming. Producer shall return the Property to the condition in which it existed at the beginning of the filming.

3. Producer shall indemnify and hold harmless City and all other parties lawfully in possession of the Property for any third-party claims, demands, and causes of action of any person based upon personal injuries or property damage suffered by such person, including but not limited to reasonable attorney fees, resulting from any act or omission on Producer’s part in connection with Producer’s use of the Property. City agrees to notify Producer in writing of all property damage and injuries for which City claims Producer is responsible within ten (10) business days of the date any written claim for such damages is received by City and to cooperate fully with Producer in the investigation of such claims.

4. In the event that Producer’s use of the property is prevented or hampered by weather or occurrences beyond Producer’s control (including, but not limited to, weather-related delays) (each, a “**Force Majeure Event**”). Producer shall have the right to use the Property without any additional charge for an amount of

additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event subject to the provisions of this Agreement.

5. The Producer agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Producer's negligent or wrongful acts or omissions arising out of or in any way related to Producer's performance or non-performance of this Agreement, excepting only liability to the extent arising out of the negligent or wrongful acts or omissions of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

6. Producer shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Producer, its agents, representatives, or employees.

A. General Liability: Two million (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

B. Automobile Liability: One million (\$1,000,000) per accident for bodily injury and property damage. Auto Coverage covering Automobile Liability, code 1 (any auto). If the organization owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

C. Worker's Compensation: As required by the State of California;

D. Employer's Liability: One million (\$1,000,000) per accident for bodily injury or disease.

Policies must be placed under the Event Holder's name. The City of Temecula, Successor Agency to the Temecula Redevelopment Agency, and the Temecula Community Services District must be named as an additional insured under the Event Holder's policy. The insurance carrier must have rating of A- VII or above.

7. City represents and warrants that (a) City is the owner and/or authorized representative of the Property with the authority to grant Producer the permission and rights herein granted, and that no one else's permission is required; and (b). City will take no action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property during the Tape Dates. City agrees to indemnify, defend and hold Producer harmless for any breach of the representations and warranties and agreements made by City hereunder. Producer agrees to use the Property in its "as-is" condition without representations or warranties by City.

8. City releases Producer and all parent, sister and related entities of Producer, all licensees, successors, assigns of Producer, all distributors, exhibitors, stations, sponsors and advertising agencies of the Project or other program incorporating any audio and video recordings taken on or of the Property, and all of the officers, directors, agents, employees and shareholders of each of the foregoing from any and all claims, demands and costs arising from or related to any use of the recordings made on the Property as contemplated herein. In the event of any action or claim arising out of or related to this Agreement, the use of the Property or the use or exploitation of the recordings made on or of the Property, City shall be limited to an action for money damages and City specifically acknowledge that City shall not be entitled to equitable or injunctive relief, all of which City knowingly waive. In no event shall City be permitted to prevent or inhibit the exhibition, distribution, broadcast or other use or exploitation of any audio or video recordings made on or of the Property.

9. Producer acknowledges and understands that City is a public entity and is subject to the provisions of the California Public Records Act, Government Code Section 5250 et seq.
10. City agrees that City shall not use any of the logos or trademarks of Producer, or SCRIPPS Network and its networks or those of any related companies, in connection with any kind of advertising and promotion, publicity, merchandise, tie-in, product or service.
11. Producer may transfer and assign this agreement or all or any of its rights hereunder to any entity or individual without restriction upon the prior written consent of the City Manager of the City. This Agreement and any controversy or claim relating to this Agreement (“**Claim**”) shall be governed by the substantive laws of the State of California without regard to California choice of law rules, and the Federal Rules of Evidence in adjudicating the dispute. The parties hereto agree to submit to jurisdiction in the State of California. All Claims shall be submitted to final and binding arbitration, to be held in Los Angeles County, California, before a single arbitrator, in accordance with California Code of Civil Procedure §§ 1280 et seq. The arbitration shall be initiated and conducted according to the applicable JAMS Arbitration Rules and Procedures, except as modified herein, including the Optional Appeal Procedure, at the Los Angeles office of JAMS, or its successor (“**JAMS**”) in effect at the time the request for arbitration is made (the “**Arbitration Rules**”). The parties waive the right to seek punitive damages and the arbitrator shall have no authority to award such damages.

This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing signed by both parties. If any provision of this Agreement is adjudged to be void or unenforceable, the same shall not affect the validity of this Agreement or of any other provision hereof.

CITY OF TEMECULA

_____ (“Producer”)

By: _____

Erica Russo, Director

Community Services Department

By: _____

Print name:

Title:

By: _____

Print name:

Title: