

Lake Piru Filming and Special Use Permit



FILMING & SPECIAL USE PERMIT APPLICATION

UNITED WATER CONSERVATION DISTRICT- LAKE PIRU RECREATION AREA

1701 N. Lombard St., Suite 200, Oxnard, CA 93030

Phone: (805) 521-1500

NAME OF PRODUCTION COMPANY: _____

ADDRESS: _____

STREET

CITY

STATE

ZIP

BUSINESS PHONE: _____ FEDERAL EMPLOYERS ID #: _____

I. PRODUCTION INFORMATION

PRODUCTION TITLE: _____

TYPE OF PRODUCTION: ☐ TELEVISION ☐ MOTION PICTURE ☐ STILL PHOTOGRAPHY ☐ STUDENT FILM

☐ OTHER: _____

PRODUCER: _____

MANAGER: _____

UNIT MANAGER: _____

LOCATION MANAGER: _____

MAJOR STUDIO AFFILIATION: _____

II. FILM INFORMATION

DATE(S)

HOURS

CONSTRUCT: _____

FILM: _____

STRIKE: _____

PLEASE PROVIDE ACCUARATE #'s FOR BELOW

CAST & CREW: _____ CARS: _____ TRUCKS: _____ VANS: _____

MOTORHOMES: _____ GENERATORS: _____ CAMERA CARS: _____ CATERING: _____

OTHER: _____

OTHER SERVICES REQUESTED (SITE MONITOR/RANGER SERVICES, PATROL BOAT, ETC.):

A. DETAILED DESCRIPTION OF SCENE(S) TO FILMED OR SHOT:

DOES FILMING INVOLVE: (YES OR NO)

PYROTECHNICS: _____ ANIMALS: _____ STUNTS: _____ SPECIAL EFFECTS: _____

OTHER: _____

B. DETAILED DESCRIPTION OF SCENE(S) TO FILMED OR SHOT:

DOES FILMING INVOLVE: (YES OR NO)

PYROTECHNICS: _____ ANIMALS: _____ STUNTS: _____ SPECIAL EFFECTS: _____

OTHER: _____

C. DETAILED DESCRIPTION OF SCENE(S) TO FILMED OR SHOT:

DOES FILMING INVOLVE: (YES OR NO)

PYROTECHNICS: _____ ANIMALS: _____ STUNTS: _____ SPECIAL EFFECTS: _____

OTHER: _____

D. DETAILED DESCRIPTION OF SCENE(S) TO FILMED OR SHOT:

E. If filming a motion picture, list name of feature and celebrities; or if commercial list name of product sponsor:

III. SERVICE CHARGES

FEE	LOCATION/DESCRIPTION	# DAYS/ # OF STAFF	ESTIMATE OF CHARGES	FINAL CHARGES
Application			\$50	
Administrative			\$50	
Location			\$	
Service/Staff			\$	
Setup/Takedown			\$500	
Cleanup			\$250	
Late Fee			\$100	
Concession Service Fee			\$	
TOTAL FEES \$				

➤ **Service Charges:** *The permit applicant agrees to pay estimated charges upon request and to pay any additional charges which may accrue within 10 days after receipt of invoice.*

ATTACHMENTS TO BE MADE PART OF THIS PERMIT

APPLICATION FEE \$50 	ADMINISTRATIVE FEE \$50 	COUNTY FILM PERMIT \$ -0- 	INSURANCE DOCUMENTS \$ -0- 
FINANCE DEPARTMENT VERIFICATION		SIGNATURE:	

IV. GENERAL CONDITIONS & RESTRICTIONS

This License is made with reference to the following facts:

Licensee requests permission for Licensor to issue this License so Licensee may utilize the area described above on a temporary basis for the dates and hours indicated above for the purpose of conducting the event or operation described above.

This License is for the convenience of Licensee only for the premises, purpose and times set forth herein.

Licensor is willing to grant Licensee the License requested on the following terms and conditions.

NOW THEREFORE the parties hereby agree as follows:

Agreement. Licensor agrees that the Licensee may use the premises and Licensee agrees to use the premises on the following terms and conditions:

- I. Premises. The premises are the area described above.
- II. Use. The premises shall be used only for the purpose of conducting the event or operation described above.
- III. Term. The term of this License shall be for the dates and hours requested above only unless extended by mutual written agreement of the parties.
- IV. Termination. This License shall terminate at the end of the dates and hours requested above unless the time indicated has been extended by the mutual written agreement of the parties.
- V. Termination of Activities. This License may be terminated at any time by Licensor for any breach, violation and/or default of this License on the part of the Licensee or any of the persons involved in the event or operation after reasonable notice and an opportunity to cure the same. Upon being instructed by Licensor's General Manager or Park and Recreation Manager or any member of their staffs to stop Licensee's use of the premises for the reasons stated herein, Licensee shall immediately cease all use and activities on the premises; provided Licensor shall first notify Licensee of any alleged breach, violation, and/or breach, and Licensee will be provided with a reasonable opportunity to remedy same. Notwithstanding the above, if Licensor determines there are threats to life or property, Licensor may require Licensee to immediately cease all use and activities on the premises and/or terminate the License immediately without notice.
- VI. Fees. Licensee shall, prior to beginning the event or operation described, pay to the Licensor the sum of (\$) for use of the premises.

Note: There is a \$1000.00 a day and up location/use fee for all commercial film shoots, a \$500 a day and up fee for commercial still photography shoots and a \$250.00 a day and up fee for student film/ photography. Please note that student film shoot must have an official affiliation with an accredited film school in order to receive the student film rate. Please see rate sheet for all other applicable fees.

- VII. Payment & Notice: Any and all payments or notices called for under this License shall be mailed to the other party by mailing by Certified Mail, Return Receipt Requested, as follows:

Licensor: United Water Conservation District, 1701 N. Lombard St., Suite 200 Oxnard, CA 93030

Licensee: _____

- VIII. **Condition of Premises:** Licensee has inspected and is aware of the condition of the premises and the property of Licensor in the vicinity of the premises and represents that the premises and the property in the vicinity of the premises are in good condition and that the premises are suitable for the type of use contemplated.
- IX. **Warranty:** Licensor does not warrant or represent that the premises are safe, healthful or suitable for the purpose for which Licensee desires to use them under the terms of this License. Licensee has examined the premises and has determined to its own satisfaction that the premises are suitable for Licensee's purposes. Licensor warrants, represents and agrees that: (i) Licensor is fully authorized to enter into this License; and (ii) Licensor has the right to grant Licensee the use of the subject premises as described herein and to grant each of the rights herein granted. Licensee shall be responsible for obtaining and maintaining throughout the Term of the License all permits, licenses, approvals, including filming permits, conditional use permits, from any local, state or federal agency necessary for the production and/or use of the premises.
- X. **Alteration of Premises:** No structures, improvements, modifications or alterations shall be made to the premises without first obtaining the written permission of the General Manager of Licensor or the General Manager's designee. No signs shall be posted of any sort whatsoever without first obtaining the written permission of Licensor. Upon termination of this License for any reason whatsoever, all improvements, alterations or facilities constructed or put in place by Licensee shall be removed and the property shall be restored to the condition it was in prior to the execution of this License at the sole cost of Licensee, reasonable wear and tear and pre-existing defects excepted.
- XI. **Maintenance of Premises:** Licensee shall maintain the premises in a safe, clean, wholesome and sanitary condition to the complete satisfaction of the General Manager of Licensor and in compliance with all applicable laws.
- XII. **Nuisance:** Licensee shall not engage in or permit activities on the premises which constitute a nuisance or which interfere with the operations of Licensor or any tenants of Licensor or any subtenants of Licensor's tenants.
- XIII. **Waste:** Licensee shall not commit or permit any waste on the premises or the property of Licensor including, but not limited to, petroleum products, sewage, refuse, scrap, junk, paper or packing material.
- XIV. **Reimbursement for Damage to Property:** Licensee shall reimburse Licensor for any damage to Licensor's property and for any damage to the property of any other person caused by Licensee, Licensee's agents, employees, assigns, or any persons permitted upon the premises by Licensee. The amount of such reimbursement shall be the actual cost of repair and shall be paid within ten (10) days of written notice.
- XV. **Roadway Repairs:** Licensee will take all necessary measures to suppress dust. If the roads used by Licensee are paved, Licensee will, upon completion of Licensee's operations or earlier if necessary, restore the surface and support of such roads where and if they have been damaged during Licensee's use so that such roads are in as good condition as they were when Licensee's use of the premises began. If Licensee fails to repair and maintain Licensor's roads as agreed, Licensor may authorize such work to be done and Licensee shall promptly reimburse Licensor for the reasonable cost thereof.
- XVI. **Insurance:** Licensee shall provide adequate Worker's Compensation Insurance for all of its employees, including Harborworkers' and Longshoremen's Insurance or Jones Act Insurance if applicable. In addition, Licensee shall maintain liability insurance in the amounts as follows:
- A. Bodily injury liability \$1,000,000.00 per person and \$5,000,000.00 aggregate, and
- B. Property damage \$1,000,000.00 aggregate.

Licensee shall name Licensor, their officers, employees, volunteers, elected officials, and members of boards and commissions as an additional insured or loss payee as applicable on such liability and property insurance and before entering the premises for the event or operation intended shall provide Licensor with a certificate showing the coverage stated above and requiring that Licensor be given 30 days' advance written notice by Licensee if such insurance is canceled or not renewed. Such insurance shall be in a form and with insurance companies reasonably satisfactory to Licensor.

If Licensee uses or operates licensed motor vehicles pursuant to this Permit, automobile liability insurance meeting minimum California insurance limits is required as well. If a vehicle which must be operated by an operator requires to maintain either a Class A or Class B California commercial driver's license (or a special endorsement or certificate per Federal or California law), insurance coverage of not less than \$1,000,000 per accident is required.

- XVII. Rights:** All rights of every kind in and to all photographs and sound recordings made hereunder in connection with use of the premises described above by Licensee (the "Footage") shall be and remain the sole and exclusive property of Licensee. Such rights shall include, without limitation, the perpetual and irrevocable right and license to use and re-use said Footage in connection with the production and any other productions (including, without limitation, any television, motion picture, internet or other new media production) (collectively, the "Productions") as Licensee may elect, and in and in connection with any advertising, publicizing, exhibiting, merchandising, distributing and exploiting such Productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Producer's rights shall include the right to refer to the subject premises by a fictitious name and the right to attribute fictitious events as occurring on the subject premises. Licensor and/or subject premises shall not be identified in any film, picture or other product, whether by name, identifiable site, implication or association, except as approved in advance in writing by Licensor in its sole and absolute discretion. Licensee shall not be obligated to make any actual use of any Footage in the productions or otherwise.
- XVIII. Hold Harmless:** Licensee shall fully protect, defend, indemnify and hold United Water Conservation District, their directors, officers, employees, volunteers and agents harmless from and against each and every claim, demand or cause of action, and any liability cost, expense (including attorneys' fees), damage or loss in connection therewith, which may be made or asserted by Licensee, or by third parties on account of personal injury, death, or property damage as a result of the use made by Licensee, its agents contractors or employees, under this License whether or not such claims, liability, damage or loss occurred on or off the premises except if caused by the sole negligence or willful misconduct of Licensor. The indemnity provided for in this Permit shall survive termination of this License.
- XIX. Intellectual Property Indemnification.** Licensee shall secure, at its sole cost and expense, all applicable copyright licenses, including, but not limited to, those necessary to film any third party signage or logo located on the premises. Licensee shall indemnify, defend and hold Licensor harmless from all claims, demands, costs and expenses, including any attorney's fees Licensor may incur by reason of any claim of infringement or violation of copyright of any kind in connection with the Licensee's Footage, and/or use of the premises. Licensee shall pay any and all fees and royalties required to be paid on copyrighted material and hold Licensor harmless from any liability for such fee or royalties. The indemnification obligations of this section shall survive the termination of this License.
- XX. Releases.** Licensee shall be responsible for obtaining any and all releases, waivers, consents or other documentation from any and all parties being filmed or participating in the filming process, or from the party's parent or guardian if the party is a minor, prior to allowing those individuals access to premises and commencement of filming. Licensee shall indemnify, defend and hold Licensor harmless from all claims, demands, costs and expenses, including any attorney's fees the Licensor may incur by reason of any failure to obtain releases, waivers, consents or other documentation, or any errors or omissions in such releases, waivers, consents or other documentation, in connection with Licensee's Footage, and/or use of the premises. The indemnification obligations of this section shall survive the termination of this License.

- XXI. **Waiver of Claims for Damages:** Licensee specifically waives any cause of action, claim of loss, or claim for damages that may result as a consequence of Licensors not reasonably maintaining the property of Licensors. Licensee understands that but for this waiver by Licensee, Licensors would not enter into this Revocable License.
- XXII. **Safety and Security:** Whenever the operations or activities of Licensee create a condition hazardous to others, whether the same be upon Licensors property or not, Licensee shall take all necessary precautions and provide adequate means to protect all other persons that could foreseeably be affected by the operation of activities of Licensee. Licensee shall, at Licensees sole expense, furnish all barricades, warning signs, lights, or flagmen required by Licensors to protect the public and maintain order. Licensee shall make every effort to ensure production personnel abide by the guidelines set forth in Licensees safety manual and/or Injury and Illness Prevention Program. The presence of a Licensors representative at the premises shall not relieve Licensee of any supervision, safety or security obligations. If in the opinion of Licensors any activity contemplated by Licensee presents a hazard to others, Licensors may notify Licensee and require Licensee to take necessary protective measures and, in this event, if such measures are not promptly taken, Licensors may provide the same and Licensee shall promptly reimburse Licensors for the cost thereof. Licensee who utilizes security guard(s)/officer(s) must have valid and current security guard registration (or hardcopy printout of approval) from the California Bureau of Security and Investigative Services while on-duty. Additionally, security guard(s)/officer(s) shall be prohibited from carrying any firearm or item with live ammunition. The Licensee shall follow security restrictions set forth by the Licensee.
- XXIII. **Applicable Law:** The parties expressly understand and agree that this License constitutes a non-exclusive license for use of the premises. This License is not intended by the parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property.
- XXIV. **Legal Expenses.** In the event it is necessary to institute legal proceedings to enforce any of the provisions of this License, the prevailing parties shall be entitled to attorneys' fees and court costs.
- XXV. **Venue:** It is agreed by the parties that in the event legal proceedings are instituted, the exclusive venue for any such action shall be the Ventura County Superior Court.
- XXVI. **Liquidated Damages:** The parties agree that it would be impractical or extremely difficult to fix the actual damages of Licensors in the event Licensee does not remove itself and stop its activities on the premises at the end of this License and therefore agree that in such event Licensee shall pay Licensors the sum of (\$1,000.00) per day as liquidated damages for each and every day Licensee remains on the premises after the termination of this License. In no event shall payment of liquidated damages entitle Licensee to any use of the premises, nor shall it preclude Licensors from pursuing any and all other remedies for Licensees failure to timely vacate the premises.
- XXVII. **Entry to Premises:** Licensee must secure written permission to enter and do business upon the leasehold property of any Lessee of Licensors and should such permission be denied Licensors will not intervene in the matter.
- XXVIII. **Inspection:** Licensors reserves the right to go on and inspect the premises at any and all reasonable times but not to disturb or interfere with the filming activities of Licensee in any way.
- XXIX. **Utilities:** Licensee shall pay for all water, gas, electricity and telephone connections and utility services to the premises.
- XXX. **Waiver of Breach:** The waiver of any breach of this License, or of any term, covenant or condition of this License, shall not be considered a waiver of any other breach or any other terms or conditions of this License.

- XXXI. **Taxes:** Licensee understands that this License may result in the assessment of possessory interest taxes by the County of Ventura and in such event Licensee agrees to pay any and all such possessory interest taxes.
- XXXII. **Assignments:** Licensee shall not assign, transfer, sublicense, convey, mortgage, pledge, hypothecate or encumber this License or Licensee's rights hereunder without receiving written permission of Licensor.
- XXXIII. **Compliance with Laws:** Licensee shall at all times comply fully with all rules, regulations and statutes of all applicable governmental bodies, including the State of California, the County of Ventura, the Public Utilities Commission, the United Water Conservation District, and the Federal Government.
- XXXIV. **Binding Effect of Agreement:** This License shall be binding on the heirs, successors and assigns of the parties.
- XXXV. This permit must be in the possession of the applicant at times while on location. Processing of the permit may take up to three (3) full working days depending upon the size and scope of the shoot. All permit paperwork must be submitted at least three (3) working days prior to the said shoot to allow for processing. Any paperwork received later than three (3) days in advance will be assessed a \$100 late fee.
- XXXVI. All permit application changes require 24 hours' notice and the completion of a Film Application Revision form.

Acknowledgment

Licensee acknowledges that it has read all of the terms and conditions of this License set forth above and acknowledges the receipt of a copy hereof and accepts such terms and conditions and agrees to abide by them. Licensee further acknowledges that Licensee understands that this License will not become effective until Licensee has paid the fees required and specified above:

Date: _____ Name of Licensee: _____

Signature of Authorized Representative: _____

Licensor, UNITED WATER CONSERVATION DISTRICT, agrees to the terms and conditions of the above Revocable filming and special use permit and hereby grants a Revocable License to Licensee for the terms, premises, times and purposes set forth above.

Date: _____ UNITED WATER CONSERVATION DISTRICT,

Signature of Authorized Representative: _____

ASSIGNED PERMIT #: _____