

## USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES

THIS USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES ("Agreement") dated [REDACTED] is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Film Commission ("City") pursuant to San Francisco Administrative Code Sections 57.1 et seq., and [REDACTED] ("Contractor").

1. Authorization to Use. In consideration of Contractor's performance of its obligations under this Agreement, City confers to Contractor a revocable, personal, non-exclusive and non-possessory license to enter upon and use that certain real property owned by City (the "City Property"), as described in the Identification and Location Information attached hereto as Exhibit A (the "Location Form"), for the purposes and subject to the terms, conditions and restrictions set forth below. Contractor shall bear all costs or expenses of any kind in connection with its use of the City Property.

This Agreement does not constitute a grant of any ownership, leasehold, easement or other property interest or estate in the City Property to Contractor. City is acting only in its proprietary capacity in granting the license given to Contractor under this Agreement. Contractor acknowledges that (i) such grant is effective only insofar as the City's rights in the City Property; (ii) Contractor must separately obtain all regulatory approvals of City or any other applicable governmental entity necessary for the Permitted Uses (as defined in Section 2); and (iii) Contractor shall separately obtain the approval of any affected City department head or his/her designee, or the Mayor or Mayor's designee if there is no specific City department affected.

2. Use of City Property. Contractor may enter and use the City Property for film production and related activities only (the "Permitted Uses") during the times specified in the Location Form; said Location Form may be amended in writing by mutual agreement of the parties. Contractor shall comply with all conditions to approval or use guidelines set forth in the Location Form, the General Guidelines and Information for Filming in San Francisco attached hereto as Exhibit B, the San Francisco Police Department Film Production Guidelines attached hereto as Exhibit C, or as otherwise required by City. City reserves the right, at its sole discretion, to change such guidelines as necessary to promote or protect the public safety, health or convenience. City shall give Contractor reasonable prior notice of any such changes, provided, however, that no such prior notice shall be required in emergency situations. Contractor shall keep the City Property free and clear of any liens or claims of lien arising out of Contractor's use of the City Property and Contractor shall use commercially reasonable efforts to minimize any disruption that its activities may cause to the City Property or its general vicinity.

3. Restrictions on Use. Contractor shall not use, and Contractor shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the City Property for any activities other than the Permitted Uses. The term "Agents" shall mean Contractor's officers, directors, members, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term "Invitees" shall mean Contractor's invitees, guests or business visitors. By way of example only and without limitation, the following uses of the City Property by Contractor, or any of its Agents or Invitees, are prohibited:

- (a) Contractor shall not construct or place any permanent structures, signs or improvements on the City Property, nor shall Contractor alter any existing structures, signs or improvements on the City Property.
- (b) Contractor shall not conduct any unauthorized activities on or about the City Property that constitute waste or nuisance.
- (c) Contractor shall not damage City's real or personal property.
- (d) Contractor shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated or disposed of in, on or about the City Property, or transported to or from the City Property; provided, however, that Contractor may bring gasoline and petroleum products on the City Property to run generators and propane for catering activities, provided such products are in commercially reasonable amounts and stored in a commercially reasonable manner.

(1) Contractor shall immediately notify City of any release or suspected release of Hazardous Material. Contractor shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Contractor shall, without cost to City and in accordance with all laws and regulations, return the City Property to the condition immediately prior to the release. Contractor shall allow City to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

(2) For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the City Property.

4. Subject to City Uses. Notwithstanding anything to the contrary in this Agreement, Contractor's rights to use the City Property hereunder shall be subject and subordinate to City's necessary uses of the City Property for municipal purposes. City retains the right to use or allow other persons to use the City Property in a manner that does not unreasonably interfere with Contractor's activities hereunder.

5. Term of Agreement. The privilege given to Contractor pursuant to this Agreement is temporary only. This Agreement shall become effective upon execution hereof and shall expire on 5:00 p.m. on [ ] unless amended or sooner terminated pursuant to the terms hereof.

6. Surrender. Upon the cancellation, expiration, or termination of this Agreement, Contractor shall surrender the City Property in the same condition as received free from hazards and clear of all debris and of all property of Contractor or its Agents or Invitees. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

7. Repair of Damage. Contractor shall promptly, at its sole cost, repair any and all damage to the City Property and any personal property located thereon caused by Contractor or its Agents or Invitees. Contractor shall obtain City's prior approval of any party to be used by Contractor to conduct such repair work. If Contractor damages City facilities or any personal property, the final repair costs owed by Contractor shall be determined by the City, in its sole discretion, and shall be paid by Contractor within five (5) days of City's demand therefor. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

8. City's Right to Cancel. City reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of the following conditions.

(a) Contractor fails to promptly pay all fees or charges under this Agreement when due.

(b) Contractor fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving City's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Contractor fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. Notwithstanding anything to the contrary in the foregoing, City reserves the right to cancel this Agreement immediately and without prior notice, if, in the City's sole judgment such action is warranted by such default or breach.

(c) The City determines that there is an emergency requiring cancellation or termination of the Agreement.

9. Compliance with Laws; Regulatory Approvals. Contractor shall, at its sole expense, conduct and cause to be conducted all activities on the City Property in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether presently in effect or subsequently adopted, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Contractor shall, at its sole expense, procure and maintain in force at all times during its use of the City Property any and all business and other licenses or approvals necessary to conduct the Permitted Uses. Contractor understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the City Property and not as a regulatory agency with police powers.

10. Public Safety. Contractor agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety.

11. Utilities. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the City Property. Contractor shall locate any such utilities and protect them from damage arising out of Contractor's activities. Contractor shall be solely responsible for arranging and paying for the Permitted Uses.

12. City's Right to Cure Defaults by Contractor. If Contractor defaults in the performance of any of its obligations under this Agreement, City may, at its sole option, remedy such failure for Contractor's account and at Contractor's expense by providing Contractor with three (3) days prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Contractor is obligated to perform. Contractor shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees and costs, in remedying or attempting to remedy such default. Contractor's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

13. Cash Deposit. City may, without limiting its other remedies, require Contractor to pay to City a cash or other deposit in an amount necessary to cover the cost of repairing or remedying any breach of this Agreement. City shall provide Contractor with a billing and accounting when such repair or remedy is completed. Any unexpended sums shall be returned to Contractor, and Contractor shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Contractor on any such deposit.

14. Use Charges.

(a) Daily Use Charges. Upon execution of this Agreement,, Contractor shall pay the daily use charges, authorized by San Francisco Administrative Code section 57.5, as calculated by the City. In the event that the daily use charges at the termination or expiration of this Agreement differ from the City's calculation at the execution of the Agreement, City shall provide Contractor with a billing and accounting of use charges. Any unexpended sums shall be returned to Contractor, and Contractor shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Contractor on any such deposit.

(b) Additional Payments. Within five (5) days of City's demand therefor, Contractor shall pay (i) City departments for the costs incurred by those departments in providing the use of City employees, equipment, property, and facilities and (ii) the San Francisco Arts Commission Street Artist Program applicable fees for film production and related activities in or near designated street artist spaces. Payment shall be made as required by the Film Commission or an affected City department.

15. Insurance.

(a) Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations;

(2) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(3) Workers' Compensation Insurance in statutory amounts with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must provide the following:

(1) Name as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(3) All policies shall provide thirty days' advance written notice to City of cancellation mailed to the following address:

Executive Director  
Film Commission  
City Hall, Room 473  
1 Dr. Carlton B. Goodlett Place  
San Francisco, CA 94102

(c) In the event that Contractor operates or causes to be operated any aircraft, watercraft, rail vehicle or experimental vehicle under this Agreement, or the City determines that Contractor's Permitted Uses require additional insurance, Contractor shall, prior to commencing any such activity obtain such insurance as the City's Risk Manager requires for such activity.

(d) All insurance shall be provided under an occurrence basis.

(e) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(f) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(g) Before commencing any operations under this Agreement, Contractor shall do the following: (i) furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above, and (ii) furnish complete copies of policies promptly upon City request. Failure to maintain insurance shall constitute a material breach of this Agreement.

(h) If an Unmanned Aircraft System (UAS) is used for any purpose under this permit either directly by the Contractor or by a subcontractor to the Contractor, the Contractor shall ensure that such activity is covered by Unmanned Aircraft Systems insurance. The Contractor must submit proof of UAS insurance with an aggregate limit of at least **\$2,000,000**. The certificate of insurance must include a *separate* policy endorsement showing proof of UAS coverage which at a minimum shall include coverage for damage to person and property, invasion of privacy, trespass, and nuisance. A **second** (separate) endorsement must be submitted naming the City and County of San Francisco, its officers, agents and employees as Additional Insured for this coverage. NOTE: Each of these *two* endorsements require a *separate* attachment to the certificate of insurance.

(i) Approval of the insurance by City shall not relieve or decrease the liability of Contractor hereunder.

16. As Is Condition of City Property; Disclaimer of Representations. CONTRACTOR ACCEPTS THE CITY PROPERTY IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE CITY PROPERTY OR ANY FACILITIES ON THE CITY PROPERTY, FOR CONTRACTOR'S USE. City shall have no obligation to cause the City Property to remain in the condition in which it was as of the date of this Agreement. Contractor, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Contractor to make use of the City Property in the manner contemplated hereby.

17. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Contractor, its officers, agents, employees, invitees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the City Property or its use by Contractor.

(b) Contractor fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the City Property or Contractor's use thereof, and (ii) in the event that City exercises its right to suspend, revoke or terminate this Agreement.

(c) In connection with the foregoing release, Contractor acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Contractor realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any cancellation or termination of this Agreement.

18. Indemnity. Contractor shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the City Property, or any part thereof, whether the person or property of Contractor, any of its Agents and Invitees, or third persons, relating in any manner to any use or activity under this Agreement; (b) any failure by Contractor, or any of its Agents or Invitees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the City Property or any activities conducted thereon by Contractor, its Agents or Invitees; (d) any release or

discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Contractor, its Agents or Invitees, on, in, under or about the City Property, any improvements permitted thereon, or into the environment; or (e) any and all Losses arising in connection with this Agreement or the film or other work produced as a result of the activities conducted hereunder, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons.

This provision applies except solely to the extent of Losses resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the City Property and claims for damages or decreases in the value of adjoining property. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. Contractor shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

19. Copyrights. Contractor shall obtain all approvals for, and pay for all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the film production and related activities.

20. Ownership of Results. City recognizes and agrees that it shall hold no ownership or other proprietary interest in the film products created by Contractor pursuant to this Agreement. City agrees that it shall take no action to prohibit, delay or otherwise inhibit Contractor's rights to utilize the film products created by Contractor pursuant to this Agreement as a result of Contractor's breach of any of the terms, covenants or conditions of this Agreement.

21. No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Contractor prior to completion of filming in San Francisco unless first approved by Executive Director of the Film Commission by written instrument executed and approved in the same manner as this Agreement.

22. No Joint Ventures or Partnership; Independent Contractor. This Agreement does not create a partnership or joint venture between City and Contractor. Contractor shall be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with any and all Federal, State or Local law and all other regulations governing such matters.

23. Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of the City and the Contractor, including, but not limited to, fire, casualty, or labor strike, which event renders impossible the fulfillment of any term of this Agreement, Contractor and the City shall have no right to nor claim for damages against the other.

24. Tobacco Advertising. Contractor acknowledges and agrees that, pursuant to San Francisco Administrative Code Section 4.20, no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

25. Possessory Interest Taxes. Contractor recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Contractor may be subject to the payment of property taxes levied on such interest under applicable law. Contractor agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law. Contractor shall pay all of such charges when they become due and payable and before delinquency.

26. Payment of Taxes. Contractor agrees to pay all taxes of any kind that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law.

27. Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To City:                Executive Director  
                              Film Commission

City Hall, Room 473  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102

To Contractor: \_\_\_\_\_  
(input address) \_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

28. Location Credit. Contractor shall expressly give credit to the "City and County of San Francisco" in the credits of any film resulting from the activities under this Agreement. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Contractor's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

29. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and Contractor. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) Except as expressly set forth herein to the contrary, all approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Executive Director of the Film Commission or other authorized City official. (d) This instrument (including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement shall be governed by and subject to California law and the City's Charter and Municipal Code. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. (i) If Contractor consists of more than one person then the obligations of each person shall be joint and several. (j) Contractor may not record this Agreement or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Contractor hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

Contractor represents and warrants to City that it has read and understands the contents of this Agreement and agrees to comply with and be bound by all of its provisions. Contractor further represents and warrants to City that all information provided by Contractor in the Identification and Location Information is true and correct.

#### SIGNATURES

##### FOR CONTRACTOR:

\_\_\_\_\_  
(Company Name)

a \_\_\_\_\_  
(Type of Business Entity)

By: \_\_\_\_\_  
(Authorized Representative Signature)

Its: \_\_\_\_\_  
(Authorized Representative Title)

**IMPORTANT NOTE:** USE AGREEMENT IS NOT APPROVED WITHOUT ALL NECESSARY CITY SIGNATURES. CITY SIGNATURE BLOCKS, INCLUDING SIGNATURE BLOCK FOR CITY ATTORNEY APPROVAL AS TO FORM, APPEAR ON A SEPARATE PAGE PROVIDED BY THE FILM COMMISSION.



## FILM SF IDENTIFICATION PAGE

SUBMIT PERMIT TO: [film@sfgov.org](mailto:film@sfgov.org)

Permit Application Submission Date: \_\_\_\_\_



### (A) Contact Information

Production Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip / Country: \_\_\_\_\_ Telephone: \_\_\_\_\_

Permit Contact: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Location Manager: \_\_\_\_\_

Director: \_\_\_\_\_

Producer: \_\_\_\_\_

On Location Contact \_\_\_\_\_

On Location Cell (required): \_\_\_\_\_

### (B) Project Details

PROJECT TITLE (REQUIRED): \_\_\_\_\_

ESTIMATED BUDGET (REQUIRED): \_\_\_\_\_

Named Cast Members: \_\_\_\_\_

### (C) Production Type / Fees

If your production fits two categories, indicate both. You will pay ONE fee per day (the greater of the two)

<input type="checkbox"/> Feature Film	<input type="checkbox"/> Documentary	<input type="checkbox"/> Other (specify):
<input type="checkbox"/> TV Series / Pilot	<input type="checkbox"/> Corporate	<b>*OFFICE USE ONLY*</b>
<input type="checkbox"/> TV Commercial	<input type="checkbox"/> Web Content	<b>FEES</b>
<input type="checkbox"/> Music Video	<input type="checkbox"/> Short	<input type="checkbox"/> \$100 Still Photography
<input type="checkbox"/> PSA / Gov Agency	<input type="checkbox"/> Student	<input type="checkbox"/> \$200 Commercial, Web, Corporate, Industrial, Short
<input type="checkbox"/> Still Photography	<input type="checkbox"/> Web Series	<input type="checkbox"/> \$300 TV Series, Movie, Pilot, Documentary, Indie

### (D) Production Vehicle Parking

Type of vehicle:	Qty #	Size / Length of EACH
Honeywagon		
Wardrobe / Set Dressing / Props		
Production van		
Camera vehicle		
Grip / Electric vehicle		
Caterer vehicle		
Motorhome*		*NO POP-OUT MOTORHOMES ALLOWED*
Other (Specify):		
*Office Use Only*	SFPD:	Port: SFMTA:
Posting #	SFFC:	Total Paid: # Days:
Check #	DB #	Receipt: Start: End: Exhibit A



## FILM SF LOCATIONS PAGE

\*Please indicate one location per section; identify cross streets

email: film@sfgov.org  
phone #: (415) 554-6241



# <input type="text"/>				
<b>Date &amp; Day Of Week</b>	<input type="checkbox"/> INT <input type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
<b># Cast &amp; Crew On Location:</b> _____ <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size: _____				
OFFICE USE ONLY: <input type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <b>Conditions:</b>				

# <input type="text"/>				
<b>Date &amp; Day Of Week</b>	<input type="checkbox"/> INT <input type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
<b># Cast &amp; Crew On Location:</b> _____ <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size: _____				
OFFICE USE ONLY: <input type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <b>Conditions:</b>				

# <input type="text"/>				
<b>Date &amp; Day Of Week</b>	<input type="checkbox"/> INT <input type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
<b># Cast &amp; Crew On Location:</b> _____ <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size: _____				
OFFICE USE ONLY: <input type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <b>Conditions:</b>				

Provisions (Office Use Only)	<input type="checkbox"/> Must Allow Disability Access	<input type="checkbox"/> Parking per SFPD
<input type="checkbox"/> May Not Control Sidewalks	<input type="checkbox"/> Camera: Handheld / Tripod only	<input type="checkbox"/> Sidewalks Only

Exhibit A



## **Exhibit B: the General Guidelines and Information for Filming in San Francisco**

Filming on City streets and neighborhoods is coordinated through the Film Office, which makes referrals to other City departments depending on the particular needs of any given production.

The foundation of all projects approved to film on City property is the submission of a Use Agreement, insurance certificate and payment of use fees.

It is highly recommended that you make an appointment with the film office to discuss the particulars of your project. For more involved productions it will be necessary to schedule an onsite location visit to coordinate the details.

Please note that the film office requires the original paperwork, so it will be necessary to mail or messenger the application to the Film Office no less than 72 hours in advanced.

Film projects may require SFPD officers depending on the complexity of a shoot, the need for traffic control or whenever the Film Office or SFPD deem it necessary. See SFPD Guidelines for more details.

Street parking for film shoots must be posted 24 to 72 hours prior to the posting going into effect. See [Posting No Parking Signs](#) for more details.

Projects requiring street/lane closures and or Intermittent Traffic Control require coordination with the SFPD. Street closures are arranged through the [Department of Parking and Traffic](#) and require a four-day minimum to process.

The hours of filming in residential areas is restricted from 10:00pm to 7:00am. Night shoots are permitted during the restricted hours with the consent of the film office, pending the submission of a completed signature survey. Parking in commercial areas may have restrictions during commute hours. See [Hours of Filming](#) for more details.

Residents must be notified in writing 72 hours before shooting in a residential neighborhood. Neighborhood Notification fliers must include the company, shooting times, and the name, address, and phone number of the company's local office or representatives. Notification fliers must be submitted to the film office prior to their distribution. See [Sample Neighborhood Notification \(word\)](#) for more details

Meals shall not be eaten on public right-of-way, including sidewalks. Productions must secure an off street location for catering and craft service.

Production Companies are required to provide the Film Office and the SFPD with copies of shooting scripts and locations schedules.

No littering is permitted and all garbage must be cleaned up completely when leaving the location.

The public must not be deprived egress or ingress to private or public property (no blocking driveways, alleys, doorways, handicapped access).

Often times production companies will need to post directional signs steering crew members to their destinations, see [guidelines for directional signs postings \(word\)](#) .

Any project that is working in San Francisco for more than seven days is required to obtain a business license. The business license application must be filed with the office of the [Treasurer and Tax Collector](#) .

## **Exhibit C: the San Francisco Police Department Film Production Guidelines**

### **Request for Police Services - Administrative Code Section 10-B**

Any person, corporation, firm or organization desiring additional personnel of the San Francisco Police Department, for law enforcement purposes within the City and County of San Francisco, may request the Chief of the Police Department to provide such personnel to perform such services in the number he/she determines to be necessary to perform the services. The Police Chief may also discontinue, providing of services at any time.

In accordance with the provisions of San Francisco Administrative Code Section 10-B, it is the policy of the Chief of Police to provide, or NOT PROVIDE, police personnel to monitor and assist film production companies while filming in public areas of San Francisco. All film production companies will be required to have police services provided unless it is determined by the Chief of Police or his/her designee that the size and extent of the production does not necessitate police personnel. The Police Chief may also discontinue an already established PLES project at any time.

All requests for police services shall be directed to the Police Law Enforcement Services (PLES) Officer as designated by the Chief of Police. A contact by a representative of the Production Company by phone or in person must be made in a timely manner prior to the start of filming. A written agreement must be completed to finalize the request and constitutes a revocable agreement to the production company from the Police Department to provide such services. Police services shall only be obtained through the PLES Unit.

Rate of billing. Pursuant to San Francisco Administrative Code Section 10-B, the rate of billing for officers assigned shall be at time and one half.

Billing procedures. The Department will follow the billing procedures set forth in Administrative Code Sec. 10B. A **deposit** for police services will be required in advance. The Police Department representatives will determine the amount of deposit after an evaluation of the estimated police services. The pay period for the San Francisco Police Department is a two-week period, ending every other Friday. Any billing will be mailed during the latter part of the following week after the end of the pay period.

Upon submission of a request for police services by a production company, a representative of said company shall contact the Police Coordinator in a timely manner and furnish the following information:

- Script - if requested
- Filming schedule
- All locations and approximate daily call times
- Detailed description of any stunt, chase scene, special effects, etc.
- Billing information
- Projected posting requirements
- Permits from other City agencies involved in filming

### **Officers**

While detailed pursuant to Administrative Code Section 10-B, the officers' sole employer is the City and County of San Francisco. Officers are to perform police related duties only i.e., traffic control, pedestrian and crowd control. Officers assigned to movie details have two basic objectives; one is to maintain a police presence and protect the City's interest; the other is to assist the Production Company as much as possible, within these guidelines in completing their filming.

Officers assigned to details shall take appropriate police action whenever criminal activity is observed or when a citizen requests their assistance.

Police personnel will not be permitted to appear on film as part of the actual production (its commercial intent), without prior approval of the Chief of Police. "Appearance" refers to any activities, no matter how minor, which are filmed and which are under the direction of the production company. Thus, even a shot containing an officer in the background would be an appearance if the officer was directed by the Film company to be where he/she is.

Officers appearing in productions shall do so as secondary employment. Secondary employment requests would be submitted and all department regulations in this regard would be applicable. However, Departmental General Orders prohibits the use of Departmental issued equipment during the course of secondary employment without the express consent of the Chief of Police.

Labor Disputes (or demonstrations): The Police Department will not assign officers pursuant to Administrative Code Sec. 10-B to work at the location of an organized labor strike or other demonstration. The Police Department may at its discretion, assign officers to keep the peace as it would at any other event or location.

Officers detailed to movie companies shall not be directed to guard company equipment. They are to perform police related functions only. If equipment or material cannot be moved from an area where it may create a public hazard then an officer shall remain on location.

## **Equipment and Facilities**

Any equipment, i.e., 3-wheel motorcycles, solos, etc., that is used by officers detailed to movie productions, may be billed to the production company accordingly.

Rates for equipment - to be determined, on as needed basis, by the Chief of Police or his/her designee.

Police Department equipment or the interior of police facilities will not be made available to production companies without the approval of the Chief of Police. Arrangements can be made through the Department Coordinator to take still photographs of equipment and facilities so that reproductions can be made.

Patches and decals of the San Francisco Police Department, uniforms, etc., shall not be provided without the approval of the Chief of Police.

Extensive technical advice regarding the San Francisco Police Department will not be provided. Technical assistance may be acquired through secondary employment guidelines.

All stunts, chase scenes, special effects, etc., shall be reviewed for approval by the Film Office and Police Department Coordinator