



# FILMING & SPECIAL USE PERMIT APPLICATION

UNITED WATER CONSERVATION DISTRICT- LAKE PIRU RECREATION AREA

106 N. 8<sup>th</sup> Street, Santa Paula, Ca 93060

Phone: (805) 521-1645 Fax: (805) 521-1645

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			\$	
<b>TOTAL FEES \$</b>				

➤ **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 <input type="checkbox"/>	ADMINISTRATIVE FEE \$50 <input type="checkbox"/>	COUNTY FILM PERMIT \$ -0- <input type="checkbox"/>	INSURANCE DOCUMENTS \$ -0- <input type="checkbox"/>
FINANCE DEPARTMENT VERIFICATION		SIGNATURE:	

## IV. GENERAL CONDITIONS & RESTRICTIONS

This License is made with reference to the following facts:

- I. Licensee requests permission for Licensor to issue this Revocable 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.
- II. This Revocable License is for the convenience of Licensee only for the premises, purpose and times set forth herein.
- III. Licensor is willing to grant Licensee the Revocable License requested on the following terms and conditions.
- IV. **NOW THEREFORE** the parties hereby agree as follows:
- V. Agreement. Licensor agrees that the Licensee may use the premises and Licensee agrees to use the premises on the following *terms* and conditions:
- VI. Premises. The premises are the area described above.
- VII. Use. The premises shall be used only for the purpose of conducting the event or operation described above.
- VIII. 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.
- IX. Termination. This Revocable License shall automatically 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.
- X. Revocation and Termination of Activities. This License may be revoked at any time by Licensor for any action on the part of the Licensee or any of the persons involved in the event or operation that is in the sole judgment of Licensor a violation of this Revocable License Agreement. Licensor reserves the right to suspend, cancel or amend this Permit at any time without incurring any liability to Licensee. Upon being orally 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, Licensee shall immediately ease all use and activities on the premises.
- XI. 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.

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

Licensor:           United Water Conservation District  
  
                          106 North 8th Street Santa Paula, CA93060

Licensee: \_\_\_\_\_

XIII. **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.

XIV. **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 Revocable License. Licensee has examined the premises and has determined to its own satisfaction that the premises are suitable for Licensee's purposes.

XV. **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 Revocable 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 Revocable License at the sole cost of Licensee.

XVI. **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.

XVII. **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.

XVIII. **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.

XIX. **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.

XX. **Roadway Repairs:** Where any existing roads on the premises are used by Licensee, Licensee will repair, uphold, suppose, sustain and maintain such roads. Licensee will also 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 they have been damaged during Licensee's use so that such roads are in good or better 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 cost thereof.

XXI. **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 both Licensor and Parks Management Company, their officers, employees, volunteers, elected officials, and members of boards and commissions as an additional insured on such liability and property insurance and before entering the premises for the event or operation intended shall provide Licensor with a certificate showing that Licensor is also insured and requiring that Licensor be given 30 days' advance written notice if such insurance is canceled or not renewed. Such insurance shall be in a form and with insurance companies 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 drivers 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.

XXII. **Hold Harmless:** Licensee shall fully protect, defend, indemnify and hold both United Water Conservation District and Parks Management Company, 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 Revocable* License whether or not such claims, liability, damage or loss occurred on or off the premises. The indemnity provided for in this Permit shall survive termination of this Revocable License.

XXIII. **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 Licensor not reasonably maintaining the property of Licensor. Licensee understands that but for this waiver by Licensee, Licensor would not enter into this Revocable License.

XXIV. **Safety:** Whenever the operations or activities of Licensee create a condition hazardous to others,

whether the same be upon Licensor's 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 Licensee's sole expense, furnish all barricades, warning signs, lights, flagmen, or special police required by Licensor to protect the public and maintain order. If in the opinion of Licensor any activity contemplated by Licensee presents a hazard to others, Licensor may notify Licensee and require Licensee to take necessary protective measures and, in this event, if such measures are not promptly taken, Licensor may provide the same and Licensee shall promptly reimburse Licensor for the cost thereof.

- XXV. **Applicable Law:** It is specifically understood and agreed by Licensee that the lawful detainer sections of the California Civil Code and the California Code of Civil Procedure, and particularly those contained in Section 1159 and following in the Code of Civil Procedure, shall govern in the event that Licensor has to take legal action to cause the removal of Licensee from the premises. Licensee specifically waives any right Licensee may have to resist Licensee's removal from the premises under maritime or admiralty law.
- XXVI. **Legal Expenses.** In the event it is necessary to institute legal proceedings to enforce any of the provisions of this Revocable License, the prevailing parties shall be entitled to attorneys' fees and court costs.
- XXVII. **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.
- XXVIII. **Liquidated Damages:** The parties agree that it would be impractical or extremely difficult to fix the actual damages of Licensor in the event Licensee does not remove itself and stop its activities on the premises at the end of this Revocable License and therefore agree that in such event Licensee shall pay Licensor 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 Licensor from pursuing any and all other remedies for Licensee's failure to timely vacate the premises.
- XXIX. **Entry to Premises:** Licensee must secure written permission to enter and do business upon the leasehold property of any Lessee of Licensor and should such permission be denied Licensor will not intervene in the matter.
- XXX. **Inspection:** Licensor reserves the right to go on and inspect the premises at any and all reasonable times.
- XXXI. **Utilities:** Licensee shall pay for all water, gas, electricity and telephone connections and utility services to the premises.
- XXXII. **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 Revocable License.
- XXXIII. **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.

- XXXIV. **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.
  
- XXXV. **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.
  
- XXXVI. **Binding Effect of Agreement:** This License shall be binding on the heirs, successors and assigns of the parties.
  
- XXXVII. **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.**
  
- XXXVIII. **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 Revocable 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 Revocable 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 #:** \_\_\_\_\_