



Film Temecula-Visit Temecula Valley
Photo and Film/Video Permit
Office
28690 Mercedes St suite A
(951)491-6085 ext. 401▪ (951) 491-6089(fax)

One Stop Permitting Information for Photo and Film/Video Shoots

Welcome to the Film Temecula Photo and Film/Video Permit Office. Our office is here to assist you in the **permitting process** and we look forward to helping you with the facet of your production. We encourage you to visit our **FILMTEMECULA.com** website where we have images to help you and encourage you to plan enough time for your location scouting.

Temecula Valley continues to be a vibrant production destination to this day. We value your business and will always do our best to accommodate the needs of your production while balancing those needs with the interests of our residents and community.

Anyone interested in doing a commercial photo or film/video shoot within the City of Temecula needs to first review the following rules and regulations before completing the attached Photo and Film/Video Shoot Application.

General Information

- Film Temecula offers one stop photo and film/video permitting in partnership with the City of Temecula coordinating as many internal logistics as possible among City departments such as Police, Fire, Public Works, etc.
- A photo and film/video shoot permit is required for any photo shoot or film/video production, using public property within the **City of Temecula** jurisdiction in the city limits. If production occurs on **private** property with City jurisdiction, a permit is also required. This is not the case for still photography taking place solely on private property. See the section on “**Student Photo and Film/Video Shoots**” regarding permit requirements for student projects.
- We understand the fast moving nature of production and will always endeavor to turn around permits as quickly as we can while still insuring that all permitting requirements are met. However, it is in your best interest to submit your application **as early as possible** whether your production is complex or not. This allows us sufficient time to clarify answers on your application; check availability of the location; and route your application to City staff who know about construction/maintenance projects, street/sidewalk closures, and other impacts in the area. We may also need time to schedule City personnel such as TPD officers or TFD inspectors to oversee your production if necessary. This also allows you sufficient time to obtain insurance and any additional permits that might be required. The following minimum deadlines to submit a photo and film/video application are most ideal. We can and have worked with shorter timelines but a late fee of \$100.00 will be applied to applications received after these deadlines.

STILL PHOTOGRAPHY/DOCUMENTARY (crew size up to 30):

Submit application a minimum of 3-5 working days prior to production

FEATURE/TV/COMMERCIALS/AUTOMOBILE PHOTOGRAPHY/DOCUMENTARY (crew size up to 50):

Submit application a minimum of 20 working days prior to production

FEATURE/TV/COMMERCIALS/AUTOMOBILE PHOTOGRAPHY/DOCUMENTARY (crew size 51 – 100+):

Submit application a minimum of 30 working days prior to production

- Requests to have street closures or blocking of the public right-of-way may require you to submit a TPD Special Events application to the Police Department. Note that this application ideally should be submitted at least 30 days in advance of the production though a shorter time frame may be possible.
- Sufficient detail should be included on the application to avoid any misunderstandings and the possible suspension or revocation of your permit due to performance of acts not described in the application.

- If the application is approved, a permit will be issued. A copy of the permit must be maintained at the filming or photo shoot location and presented upon demand to any Film Temecula or government official.
- It is the responsibility of the applicant to obtain any City permit and/or license or pay for any City personnel that may be required in addition to the Photo and Film/Video Shoot permit.
- Providing written notification to residents and businesses affected by a photo and film/video shoot is the sole responsibility of the production company. The written notification should provide information on the shoot such as the date, time and place and outline the impacts the shoot will have on them, such as street closures, limiting parking, noise, etc. Parks and Recreation must receive and pre-approve this notification before it is distributed.
- It is the responsibility of the applicant to collect and dispose of any trash, recycling or debris generated by the production and restore public property (street, sidewalk, park, or buildings) to its original condition.
- The Film Temecula/City may assess penalty fees if permit conditions are violated. Examples of violations include, but are not limited to, exceeding the permit time; unapproved stopping or blocking in the public right-of-way; parking in unauthorized areas; filming/photographing in unpermitted areas; exceeding the size and scope of permit; misrepresenting photo or filming activities; unauthorized use of weapons, pyrotechnics, special effects, hot work, welding; damage to City property.
- The right to revoke permission for use of public property at any time is retained by the City of Temecula. All activities must comply with City Municipal Code and permittee shall comply with requests from Police in response to complaints. In the case of a major fire, Act of God or other emergency in which City staff must be pulled from the production site, photography and filming will cease until such time City staff are available again.
- The Film Temecula/City shall receive either audio or visual credit in the production whenever possible unless the City elects to waive such credit.

Insurance Requirements

- All photo and film/video shoots occurring on **City Property** are required to submit a **Certificate of Insurance (Sample)** prior to the first day of shooting. For shoots requiring NO closure of a sidewalk and/or NO partial or full closure of a street, please refer to **Category 1** below. For shoots requiring a full closure of the sidewalk and/or a partial or full closure of a street, please refer to **Category 2** below. Both categories must adhere to the requirements in the "Other Insurance Provisions" section. Note that the certificate of insurance should cover the entire time that you will be using City property including prep and/or strike if these activities fall outside of the production days.
- The insurance requirements may be waived on a case-by-case basis if a film/video shoot occurs completely on private property and does not use any City property or City-owned right-of-way.

CATEGORY 1 – MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

CATEGORY 2 – MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 12 07 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$5,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to

this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$2,000,000** per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

OTHER INSURANCE PROVISIONS (applies to Category 1 and Category 2)

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The "City of Temecula, its officers, employees and agents" shall be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the permittee. General liability coverage can be provided in the form of an endorsement to the permittee's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the permittee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Permittee hereby grants to the "City of Temecula, its officers, employees and agents" a waiver of any right to subrogation which any insurer of said permittee may acquire against the City by virtue of the payment of any loss under such insurance. Permittee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Student Photo and Film/Video Shoots

Permits are not required for student photo and film/video shoots if your project does not need any of the following:

1. Exclusive use of a street, sidewalk, park
2. Streets and/or sidewalks blocked or closed off to vehicular or pedestrian traffic.
3. Use of weapons, real or otherwise. This includes, but is not limited to, guns, knives, swords, etc.
4. Use of pyrotechnics, real or otherwise. This includes, but is not limited to, fireworks, explosives, grenades, etc.
5. CTPD officers for safety or traffic control.

If any of the above is required for your project, a permit is required and an application must be completed. Permit fees will be waived as long as the student can submit a current student I.D. or letter from their course instructor, on school letterhead, indicating that the production is a part of their current coursework.

Insurance requirements are not waived if a permit is required. Please ensure that your school has a valid Certificate of Insurance on file with the City.

Fee Information

There are two types of fees for photo and film/video shoots. The “**permit fee**” is required for all photo and film/video shoots. If you plan to shoot in a City park, a “**facility use fee**” is charged in addition to the permit fee. Fee rates depend on the location where photography or filming occurs. See the applicable Facility Use Fee charts below.

In situations where City personnel may be required to be present during the shoot, a fee for staff will be charged. See the Staff and Miscellaneous section below for further information.

All fees are payable via cash, check (payable to FILM Temecula), VISA, MasterCard or Discover.

Permit Fees

Application Fee - For all applications approved or denied	\$100+
Still Photography Shoots (based on the number of days)	\$150/day max \$300
Film/Video Shoots (movies, TV, commercials, videos)	\$150/day max \$300
Student Photo and Film/Video Shoots <small>Note: Students must submit a letter from their course instructor, on school letterhead, indicating the production is part of their current coursework in order to have permit and facility use fees waived</small>	\$0
Late Fee (applied to applications received with less than 10 working days prior to the shoot)	\$100/application
Rider Fee (for modification of dates, times or locations after original permit has been issued)	\$100/ changed permit

Staffing and Miscellaneous Fees

Fee Description	Fee	Special Notes
Police Officer, if required	\$85/hour (depends on pay rate of person assigned)	This will be invoiced separately after the shoot. Note that other Police resources such as a police vehicle or motorcycle may be required and are charged separately from the officer.
Location Monitor, if required	\$17/hour or \$50 for spot checks	This is at the discretion of whether a shoot requires a park monitor for the entire duration or “spot checking” at the start, mid-day and wrap times.
Location Scout services	\$15/hour	This is at the discretion of Waterfront whether a shoot requires a monitor for the entire duration or “spot checking” at the start, mid-day and wrap times.

Penalty Fees

A penalty fee may be applied if the conditions of a permit are violated.

Fee Description	Fee
Exceeding the permit time (penalty starts at \$100 and escalates by \$100 for each ½ hour the time is exceeded)	\$100 - \$500
Unapproved stopping or blocking of pedestrian traffic in the public right-of-way Unapproved stopping or blocking vehicular traffic in the public right-of-way Parking in unauthorized areas Exceeding the size and scope of a shoot, based on the amount of area used and whether area is in public right-of-way Minor damage to City property Filming/photographing in unpermitted areas	\$500 - \$1,000
Using and area specifically excluded from the permit Misrepresentation of the photo or filming activities Moderate damage to City property	\$1,000 - \$1,500
Repeated documented violations Major damage to City property	\$1,500 - \$2,000

Cancellation Policy

We expect that your production has given prior thought as to how weather and personnel issues might affect your shoot schedule. While we generally do not refund money if a shoot has been cancelled, we will work with you to reschedule the date if it is needed. If the production cancels less than 24 hours prior, due to non-weather related reasons, no fee will be refunded.

The Next Step...

Please submit the following on **FilmTemecula.com** :

- Completed Photo and Film/Video Shoot Application – Scan or fill out the application and upload the document at visitemeculavalley.com/film-temecula/information/permitting.
 - Film Temecula Photo and Film/Video Permit Office – (951)-491-6085

- Certificate of Insurance for the appropriate insurance limit
 - The **City of Temecula, its officers, employees and agents** should be named as additional insured. This entire phrase must be on the insurance certificate.

The Film Temecula Photo and Film/Video Permit Office will contact you about fees and other possible requirements once your application is reviewed. You may also be required to submit a site map showing where actors/models, camera, lighting, other equipment, etc. will be placed so that staff has an accurate understanding of the proposed layout of your shoot.

If you have questions before you submit the application, please contact the **FILM TEMECULA** Photo and Film/Video Permit Office at (951) 491-6085.



Film Temecula Photo and Film/Video Shoot Application

Type of Production

_____ Still Photography _____ Educational / Documentary / Industrial
_____ TV Commercial _____ TV Series / Music Video _____ Feature Film / TV Movie
_____ Student Still Photography _____ Student Film

Production Title

Title _____

Applicant Information

Applicant _____ Title _____
Company _____
Address _____
City _____ State _____ Zip _____
Office Phone _____ Fax Number _____
Cell Phone _____ Email _____

Location Information Specify the name of the street(s), park, beach, wharf or building to be used

LOCATION #1 _____

Date _____ Start Time _____ End Time _____

Describe scene (please be as detailed as possible) _____

Requesting exclusive use of location? _____

On-Site Representative & his/her title _____

On-Site Representative's Cell Phone _____

LOCATION #2 _____

Date _____ Start Time _____ End Time _____

Describe scene (please be as detailed as possible) _____

Requesting exclusive use of location? _____

On-Site Representative & his/her title _____

On-Site Representative's Cell Phone _____

LOCATION #3 _____

Date _____ Start Time _____ End Time _____

Describe scene (please be as detailed as possible) _____

Requesting exclusive use of location? _____

On-Site Representative & his/her title _____

On-Site Representative's Cell Phone _____

Note: If you have more than 3 locations, list them on a separate sheet of paper with the same amount of details as above.

Filming Information

Personnel:

of Crew _____ # of Actors / Models _____

Equipment:

of cameras _____ Sound Equipment? Describe _____

of Generators _____ # of Lights, Reflectors _____

Playback Area on-site? _____ Craft Service on-site? _____

Vehicles:

of motorhomes and their length _____

of production vehicles and their length _____

of on-camera vehicles _____ # of crew vehicles _____

1. Planning on bringing in sets, dressings or props? _____ No _____ Yes, description below.

2. Expecting any continuous or intermittent sounds that could be considered excessive or irritating when compared to normal noise levels in the area? _____ No _____ Yes, describe below.

3. Any weapons used in the production? _____ No _____ Yes, describe below.

4. Any pyrotechnics or special effects in the production? _____ No _____ Yes, describe below.

5. Will production need to remain on-site overnight? _____ No _____ Yes, please indicate how overnight security will be handled.

6. Will portable toilets be brought in? _____ No _____ Yes, describe below.

7. Planning to block sidewalks or stop traffic in street? _____ No _____ Yes, describe below.

8. Need to post "no parking" on streets or nearby parking lot for production vehicles or crew vehicles?
_____ No _____ Yes, describe below

9. Need to pre-reserve parking spaces in one of the parkinglots?
_____ No _____ Yes, describe below

10. Is any aircraft being used? _____ No _____ Yes, describe below. Include the "N" number of each, whether it will be a camera mount aircraft or action aircraft, minimum altitude of each aircraft. Note that FAA clearance must be verified.

FAA Officer contacted _____

11. Request for Temecula Police Officers, vehicles or other police equipment? _____ No _____ Yes, please indicate the number you are requesting of each.

Please sign, print and fax this completed application to (951) 491-6085

Applicant agrees to investigate, defend, indemnify and hold harmless the City, its officers, employees and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, expense (including attorney's fees) and causes of action of any character which the City, its officers, employees and agents may incur, sustain or be subjected to on account of loss or damage to property or the loss of use thereof and for bodily injury to or death of any persons (including but not limited to the employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected to the occupancy, enjoyment and use of any City premises under this agreement to the extent permitted by law.

Signature of Applicant: _____ Date: _____

FOR OFFICE USE ONLY	
Permit Granted	_____ Approved _____ Not Approved
Approved by: _____	Title: _____



PUBLIC WORKS DEPARTMENT

Land Development Division

43200 Business Park Dr. * Temecula, CA 92589-9033

* www.cityoftemecula.org *

PERMIT NO.: _____ PA NO.: _____

ENCROACHMENT PERMIT APPLICATION

TYPE OF ENCROACHMENT: STREET / STORM DRAIN SEWER / WATER TRAFFIC SIGNAL
TYPE OF SUBMITTAL: SIGNING & STRIPING UTILITY TRENCHING MISCELLANEOUS (SPECIFY BELOW)

THE UNDERSIGNED HEREBY APPLIES TO EXCAVATE, CONSTRUCT AND OTHERWISE ENCROACH ON CITY STREET RIGHT-OF-WAY AS FOLLOWS: _____

NAME(S) OF STREET(S) AND/OR STREET ADDRESS: _____

UTILITY WORK ORDER # _____ START DATE _____ FINISH DATE _____

In consideration of the granting of this application, **all applicants including utility companies** hereby agree to:

- IF APPLICABLE**, submit two (2) sets of Construction Drawings along with two (2) sets of the appropriate Traffic Control Plan along with this application at the time of submittal. See the Traffic Control Plan Checklist for details.
- Indemnify, defend and save the City, its authorized agents, officers, representatives and employees, harmless from and against any and all penalties, liabilities or loss resulting from claims or court action and arising out of any accident, loss or damage to persons or property happening or occurring as a proximate result of any work undertaken under the permit granted pursuant to this application. (See page 2 for specific liability insurance requirements)
- Remove or relocate an encroachment installed or maintained under this permit, upon written notice from the City Engineer.
- Notify the Land Development Inspection Division (951-308-6395) at least two (2) working days prior to commencing construction. Hold a pre-construction meeting prior to the start of construction for major improvements. The developer or general contractor will be responsible for the timely request of inspections.
- Comply with the Standard Specifications and the most current Improvement Standard Drawings for Public Works Construction, Subdivision Ordinance No. 99-23, the terms and conditions of the permit and all applicable rules and regulations for the City of Temecula and other public agencies having jurisdiction.

The undersigned applicant and/or contractor states that he has read the conditions on this application, and agrees to meet these conditions, including provision of required insurance or a City Attorney approved equivalent, and acknowledges that this application will be made a part of the encroachment permit:

APPLICANT (THIS SECTION MUST BE COMPLETED)

COMPANY NAME: _____

MAILING ADDRESS: _____

CONTACT: _____ PHONE #: _____ E-MAIL: _____

AUTHORIZED SIGNATURE: _____ DATE APPLIED: _____

CONTRACTOR'S INFORMATION

COMPANY NAME: _____

MAILING ADDRESS: _____

CONTACT: _____ PHONE #: _____ 24-HR EMERGENCY #: _____

STATE CONTRACTOR'S LICENSE #: _____ CLASS: _____ CITY BUSINESS LICENSE #: _____

LIABILITY INSURANCE REQUIREMENTS

PROVIDE PROOF OF INSURANCE COVERAGE MEETING THE REQUIREMENTS STATED BELOW OR A CITY ATTORNEY APPROVED EQUIVALENT WITH THE CITY NAMED AS ADDITIONAL INSURED. IN THE EVENT THAT THE INSURANCE IS PROVIDED BY THE CONTRACTOR, THE CITY AND THE OWNER/DEVELOPER MUST BE NAMED AS ADDITIONAL INSURED. ENCROACHMENT PERMITS WILL NOT BE ISSUED WITHOUT THE PROPER INSURANCE.

THIS REQUIREMENT SHALL BE MET BY EITHER THE APPLICANT (DEVELOPER, OWNER, PUBLIC UTILITY AGENCY OR FRANCHISE) OR BY THE CONTRACTOR PERFORMING THE SUBJECT WORK, PRIOR TO BEGINNING ANY OF THE WORK PROPOSED UNDER THE SUBJECT ENCROACHMENT PERMIT.

Proof of coverage shall be by certificate (Accord or equivalent) naming the City of Temecula as certificate holder and the minimum coverage shall be per Section 7-3 "Liability Insurance", Standard Specifications for Public Works Construction, most current edition. The minimum limits of the insurance are as follows:

- a) **General Liability:** One million dollars (\$1,000,000) 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/location or the general aggregate limit shall be twice the required occurrence limit.
- b) **Automobile Liability:** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- c) **Worker's Compensation as required by the State of California; Employer's Liability:** One million dollars (\$1,000,000) per accident for bodily injury or disease.
- d) **Course of Construction:** Completed value of the project.

The exceptions to this requirement are property owners doing work on their own properties. When submitting an encroachment permit application, the property owner must provide proof of appropriate public liability and property damage insurance, homeowner's insurance, with the following minimum limits:

BODILY INJURY	\$250,000.00	EACH PERSON
	\$500,000.00	EACH OCCURRENCE
	\$500,000.00	AGGREGATE PRODUCTS AND COMPLETED OPERATIONS
PROPERTY DAMAGE	\$100,000.00	EACH OCCURRENCE
	\$250,000.00	AGGREGATE PRODUCTS AND COMPLETED OPERATIONS

A COMBINED SINGLE LIMIT POLICY WITH AGGREGATE LIMITS IN THE AMOUNT OF \$1,000,000.00 WILL BE CONSIDERED EQUIVALENT TO THE REQUIRED MINIMUM LIMITS.

I have read and understand the liability insurance requirements required for this permit: _____ (Initials)

The City of Temecula, Successor Agency to the Temecula Redevelopment Agency, and the Temecula Community Services District, their officers, officials, employees and volunteers are named Additional Insured



Request to Use Unmanned Aircraft Systems. (Click [here](#) for full list of guidelines & insurance requirements as stated on the Film Temecula website)

Film Temecula/Visit Temecula Permit Application #: _____

Date _____ Production Company _____

Type of Production _____ Production Title _____

Proposed Film Date(s) _____ Production Contact _____

Contact's Cell# _____ Email Address _____

Location Address _____ Hours of UAS Activity _____

Location Address #2 _____ Hours of UAS Activity _____

UAS Company _____ Primary Contact _____

Address _____ Cell# _____

_____ Email Address _____

UAS / AIRSPACE INFORMATION

Make/Model of Aircraft _____ Registration# _____

Make/Model of Aircraft _____ Registration# _____

Total Payload Weight (incl. UAS/camera/additional equipment) _____

Class of Airspace UAS Activity Will Occur in: **B** **C** **D** **E** **G**

Restricted Areas or Temporary Flight Restrictions (TFR) Within Proposed Time/Area of Operation? Yes No

REMINDER: if you are flying in Class B, C, D or E airspace, ATC authorization is required for all UAS activity.

UAS OPERATING AUTHORITY: 333-Exemption 14 CFR Part 107

333 Exemption Requirements

Name of Pilot in Command _____ Pilot's Phone# _____

Exemption# _____

Visual Observer _____ VO's Phone# _____

Please provide the following:

- Copy of COA or Blanket COA Copy of Notice to Airman (NOTAM)
- Copy of Pilot's License Copy of POA with proof of submission to Local FSDO
- Certificate of Insurance & Endorsement

Part 107 Requirements

Name of Remote Pilot in Command _____

Remote Pilot's Phone# _____ Remote Pilot's Certificate# _____

If Remote Pilot will not be operating UAS, name of person operating UAS under the direct supervision of Remote Pilot _____

Please provide the following:

- Copy of Remote Pilot Certificate
- Copy of Part 47 or Part 48 Registration Certificate for each UAS listed above
- Description of planned flight operations, including diagrams, charts and maps as applicable
- Certificate of Insurance & Endorsement

WAIVERS: If you are requesting any of the following activities, please check all that apply and furnish proof of waiver from the FAA upon submission of this document.

- Flight over non-participants (§107.39)
- Operating from a moving vehicle (§107.25)
- Operating multiple small UAS' (§107.35)
- Night flight (§107.29)
- Flight altitude restrictions (§107.51)

Remote Pilot in Command is responsible for the safe operation of all UAS activities and declares that he/she will be in compliance with all Part 107 standards and requirements.

Signature of Remote Pilot in Command or Authorized Company Representative

Print Name _____ Title _____

Best Practices for UAS Operations Over State Property

Although not specified in Part 107 Rules, the Film Temecula/Visit Temecula suggests the following for optimum safety:

- Use of a visual observer.
- UAS operator should scout location site(s) of proposed drone activity in advance of filming.
- Operator should possess a Motion Picture & Television Operations Manual.
- Operator should have previous film set experience.

****IMPORTANT****

Please allow up to seven (7) business days for the Film Temecula/Visit Temecula to process requests for film permits that include the use of drones, and be aware that the process will not begin until all required documentation has been submitted.

Also note that meeting all qualifications required of a Remote Pilot does not guarantee that permission to fly a small UAS in the Film Temecula/Visit Temecula will be granted. The Film Temecula/Visit Temecula reviews applications on a case-by-case basis and consent or deny requests based on location conditions and specific agency guidelines.

Please scan and submit this completed form, along with all accompanying documentation to Film Temecula at: info@filmtemecula.com

Internal USE ONLY

333 EXEMPTED

- Insurance
- COA
- POA
- Pilot's License
- Visual Observer
- NOTAM
- Copy to State Partner
- Copy to CHP
- Copy to Cal Fire

PART 107

- Insurance
- Remote Pilot Certificate
- Registration for each UAS
- Description of Flight Operations
- Waiver(s)
- ATC Approval
- Copy to State Partner
- Copy to CHP
- Copy to Cal Fire

Source: Riverside County Film Commission/ California Film Commission

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
00/00/00

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Broker 1234 Main St Any Town, CA 91234	CONTACT NAME: John Doe PHONE (A/C, No, Ext): 951-123-4567 FAX (A/C, No): 951-456-7899 E-MAIL ADDRESS: Johndoe@broker.com														
INSURED City Contractor 4321 State St. Our Town, CA 94321	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Insurance Carrier</td> <td>12345</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier	12345	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Insurance Carrier	12345														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: 123456 REVISION NUMBER: 654321

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS									
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		X	123456789	00/00/00	00/00/00	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (ANY one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ PRODUCTS - COMP/OP AGG \$									
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> <input type="checkbox"/>						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PROPERTY DAMAGE (Per accident) \$									
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ AGGREGATE \$									
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 60%;">WC STATUTORY LIMITS</th> <th style="width: 40%;">OTHR</th> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHR	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$	
WC STATUTORY LIMITS	OTHR															
E.L. EACH ACCIDENT	\$															
E.L. DISEASE - EA EMPLOYEE	\$															
E.L. DISEASE - POLICY LIMIT	\$															

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The City of Temecula, Successor Agency to the Temecula Redevelopment Agency, and the Temecula Community Services District, their officers, officials, employees and volunteers are named Additional Insured on General Policy.

CERTIFICATE HOLDER City of Temecula Attn: _____ Department 41000 Main Street Temecula, CA 92590	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: right; margin-top: 10px;"><i>Jonathan Doe</i></div>
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Notes:
General/Auto Liability: If contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy is acceptable.
Workers' Compensation: If contractor has no employees, contractor shall execute a declaration that it has no employees.
SIR: Per City policy and contract requirements insurance policy deductibles and Self Insured Retention (SIR) shall not exceed \$25,000

LOCATION AGREEMENT

This Location Agreement (“**Agreement**”) is entered into as of (**DATE**) by and between the City of Temecula (“**City**”) and (**COMPANY NAME**), (“**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”:

“Property”:

“Tape Dates and Times”:

“Location Fee:” \$20

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: _____

Aaron Adams, City Manager

By: _____

Print name:

Title:

By: _____

Print name:

Title: