Puente Hills Habitat Preservation Authority Puente Hills Preserve Film/Photography Permit Policy, Terms, and Conditions

A. GENERAL INFORMATION

- 1. All permit applications shall be submitted in writing. The production company shall make an appointment with the Executive Director or designee to discuss filming/photography proposals.
- 2. The permit fee is as stated on the Habitat Authority Schedule of Filming and Photography Fees. The permit fee does not include the Ranger fees. The Ranger Fees are \$300 for 4-hour minimum; each additional hour, up to twelve hours total, is \$75. If the filming/photography day's timespan exceeds eight hours, the Ranger fee for each additional hour is \$110. Payment of the Ranger fee for the additional hours is due within three business days after the shoot.
- 3. All set-up, filming/photography and strike-down shall occur during Preserve operation hours unless otherwise approved by the Habitat Authority.
- 4. Please fill out the Application Form completely and attach the following document to the form provided, as applicable: scaled plan for parking or occupancy of any vehicle, equipment, or person associated with the filming/photography activity on Preserve roads and parking lots.

B. INSURANCE and INDEMNITY

- 1. Permittee shall submit a Certificate of Insurance Form naming the Habitat Authority and Mountains Recreation and Conservation Authority (MRCA) as additional insureds with endorsement. Permittee shall also list as additional insured with endorsement the City of Whittier, Sanitation Districts of Los Angeles County, and Los Angeles County if on land that is owned or leased by these agencies. Requirements are: a) \$2,000,000 General Liability: b)business automobile liability insurance, or equivalent form, with a combine single limit of not less than \$2,000,000 per occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles; c) worker's compensation insurance, in accordance with the provisions of the Labor Code. The production company, if the company has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance.
 - The Habitat Authority shall be given thirty (30) days written notice of cancellation or material changes to the insurance required.
- 2. Permittee agrees to indemnify and hold harmless Habitat Authority and the Mountains Recreation and Conservation Authority (MRCA), and their officers and employees, from and against any and all claims, damages, suits-at-law or equity of whatever kind or nature for damages to or loss of property or injury or death to persons resulting directly or indirectly from or attributed to the Permittee or its employees or contractors in connection with the activities authorized by the permit or in violation of the permit, excepting only the willful misconduct of Habitat Authority or MRCA.
- 3. Insurance requirements may also be waived for photography under 1 ½ hours if all activity involves five or less people that stay on the designated trails at all times.
- 4. At the discretion of the Executive Director, insurance limits can be increased for higher risk permits.

5. At the discretion of the Executive Director, insurance requirements can be waived.

C. ADDITIONAL CONDITIONS AND TERMS

- 1. Preserve roads shall not be obstructed unless authorized by the conditions of permit.
- 2. Permittee agrees to exercise due care to assure that no natural, historic or cultural features are injured and, after completion of the work, the area will, as required by the Habitat Authority official in charge, either be cleaned up and restored to its prior condition or left, after clean-up, in condition satisfactory to the official in charge. Parking on plants is prohibited.
- 3. No pyrotechnics, no hazardous material, no open flame, no vehicles inside a structure shall be used without a permit from the Los Angeles County Fire Department. The permit holder shall comply with all requirements of the Los Angeles County Fire Department, including having fire personnel present to ensure safety as required by the department. Permittee must also comply with fire precautions as directed by the Habitat Authority or ranger.
- 4. Street parking in residential areas is not permitted. A limited number of equipment vehicles used to produce the film/photo shoot may be parked at the site in accordance with the parking plan. No permits will be issued without approval of the parking plan.
- 5. Photographing or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed, or disturbed thereby. Wildlife captured elsewhere is not allowed in any filming/photography whether trained or not. Domestic animals may be used if humane treatment is maintained at all times at the discretion of the Habitat Authority representative.
- 6. All participants shall comply with any special instructions received from the Habitat Authority official in charge of the area.
- 7. Any additional information relating to the privileges applied for by this application will be furnished upon request of the Habitat Authority official in charge.
- 8. No personal gratuity of any nature whatsoever will be offered to any employee of the representing entity in connection with the exercise of the privilege granted.
- 9. Permittee agrees that he and his agents are required to comply with all Preserve regulations. If Permittee or Permittee's agents violate any Preserve regulations, such violations will be addressed by law enforcement Rangers. The Preserve regulations are set forth on the attached Exhibit A. Permittee agrees all vehicles and equipment must meet all state and federal safety standards and regulations. Permittee is required to arrange for entry of heavy and/or large equipment prior to the film/photo shoot date with the Executive Director or designee.
- 10. Permittee must have a copy of the film/photo shoot permit in his possession at all times during filming/photography.
- 11. Habitat Authority retains the right to inspect the premises covered by the permit at any or all times.
- 12. The permit shall not be assigned and any attempt to assign renders the permit null and void, without the express written approval from the Habitat Authority.
- 13. Permittee agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex, age, national origin, or physical disability.

- 14. Filming or photography of any person naked or engaged in pornographic, lewd or obscene behavior is strictly prohibited.
- 15. The location manager, or his or her designated representative, must be present at the filming/photography location until pre-shoot activities are completed, and must communicate to the production company the conditions of the permit.
- 16. Permittee shall comply with all federal, state, and local regulations, as well as prudent safety practices.
- 17. The term of the permit maybe extended only in writing and in the in the sole discretion of the Executive Director.
- 18. All filming and photography is to occur on designated trails or roads or in the parking lots unless otherwise granted permission by the Executive Director or designee.
- 19. The Executive Director has the right to deny any request for filming or photography for any reason including that to protect the biological value of the Preserve.
- 20. Should the student not complete their obligations with this permit, the Habitat Authority at its discretion may not allow further filming/photography by future students affiliated with his/her professor/teacher.
- 21. A permit is revocable and may be revoked at the discretion of the Executive Director or designee upon 24 hour notice or without notice if damage to the resources and/or facilities is threatened. The permit can also be suspended for circumstances outside the control of the Habitat Authority, such as acts of nature or otherwise that results in Preserve closure, including, but not limited to the threat or presence of wildlife or other nature disasters.
- 22. Permittee may request to cancel the permit with 24 hours of the start time of the permit. If a 24 hour cancellation notice is not given by applicant, permit fees are not refundable. In the event that Permittee cancels while providing 24 hour notice, a cancellation fee in the amount up to \$250 shall be deducted from the payment received and retained by the Habitat Authority. Any remaining fees shall be refunded to the Permittee within 4-5 weeks of the cancellation notice. These fees are not transferable.
- 23. Filming or photography that occurs within Whittier city limits requires the applicant to get a permit from the City. Please contact the City's Public Works Department at (562) 567-9500 and follow their permit requirements. Filming or photography that occurs on Sanitation Districts property (Puma, Toyon and Coyote Canyons in Hacienda Heights) requires the applicant to get a permit from the Sanitation Districts. Please contact the Sanitation Districts' Public Information Office at (562) 699-7411 and follow their permit requirements. Hourly ranger/monitor rates payable to the Habitat Authority are still in effect and applicant must obtain permit from Habitat Authority including providing required insurance coverage. Daily site rates from Habitat Authority do not apply when filming/photography on City or Sanitation Districts owned property managed by the Habitat Authority. A nonrefundable application fee of \$200 to the Habitat Authority applies in these cases.

ALL FEES MUST BE PAID IN ADVANCE BEFORE FILMING/PHOTOGRAPHY BEGINS.

I have read and understand the above and agree to all the terms and conditions set forth above.

Company Representative:		Date:	
	Signature		
	Print Name and Title		
Student:		Date:	
	Signature		
	Print Name and Title		
Student's Professor/Teacher:		Date:	
	Signature		
	Print Name and Title		
Non-profit Represen	tative:	Date:	
	Signature		
	Print Name and Title		