

Huntington Palisades Property Owners Corporation Ltd.
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Filming and Still Shoots Rules & Regulations
For the Huntington Palisades

Introduction

These Filming and Still Shoots Rules & Regulations (these “Rules”) for Huntington Palisades Property Owners Corporation Ltd. (“HPPOC”) set forth rules, regulations and guidelines for filming within the Huntington Palisades Association (the “Association”) that are intended to be distributed for viewing by members of the public. The purpose of these Rules is to strike a balance between the desire of Homeowners to allow filming on their lots and the rights of Homeowners to the quiet and peaceful enjoyment of their lots, as well as the protection and preservation of the common areas of the Association (collectively, the “Common Area”).

Any filming on a Homeowner’s lot will have an impact on the Association and, potentially, on residents of other lots. Thus, a Homeowner desiring to allow filming on his/her lot that is intended to be distributed for viewing by members of the public must submit a request for prior written approval of such filming by the HPPOC, as provided in these Rules.

When the term “filming” is used in these Rules, that term shall mean and include both the filming of motion pictures, television programs, commercials and other images and the photography of film stills (also known as publicity stills or production stills) for such productions. In addition, the filming of a pilot or demo for a proposed television program, as well as the filming of any portion of any motion picture, television program, commercial or other image proposed or intended for public viewing, whether or not publicly screened or shown to test audiences and whether or not sold to a studio or network, shall constitute “filming” for purposes of these Rules. Further, “filming” shall include prep and strike for any video or tape filming or still photography.

All filming activities within the Association must be conducted by and through a film production company (a “PC”) formed as a corporation, limited liability company or partnership that is an actively licensed business entity. Further, all filming activities must be conducted in conformance with all applicable federal, state and local laws, ordinances and rules.

Approval Required for Filming – Film Permit Application

Any Homeowner desiring to conduct or allow filming activity on his/her lot must submit an application for approval of such filming activity to the HPPOC on the “Filming / Still Shoot Permit Application” (the “Film Permit”) which is included in and made a part of these Rules. With the submission of the Film Permit, a Homeowner will be required to provide all of the information requested in the Film Permit.

Assuming filming activities on a Homeowner's lot are approved by the HPPOC (evidenced by the signature of an authorized HPPOC representative on a submitted Film Permit), the Homeowner shall be required to pay to the HPPOC those fees, deposits and other amounts established in these Rules, and complete and execute any forms required by the HPPOC from time to time prior to the filming occurring or during the filming. Further, any filming approval granted by the HPPOC shall be conditioned upon the PC: (1) providing evidence of the insurance coverage required under these Rules; (2) entering into the "HPPOC Homeowner/Film Production Company Terms and Conditions and Indemnity Agreement" (the "Agreement"), which is included in and made a part of these Rules, under which the PC provides an indemnification of the HPPOC and Association, its directors, officers, agents, employees, representatives and vendors from and against all claims, actions, causes of actions, costs, expenses and liabilities relating to bodily injury, wrongful death and/or property damage incurred by any person pertaining to, in connection with or resulting from the filming activity; (3) complying with any reasonable requirements and requests of the HPPOC from time to time with respect to the filming activity; and (4) advising the HPPOC's premises access control company of the approved Permit and providing a copy of same to such company prior to the commencement of the filming activity set forth in the Film Permit.

Film Permit Processing

1) Film Permit Submission:

- a) Complete the Film Permit in full with signatures by both the PC and the Homeowner. By signing the Permit Application, the PC and the Homeowner will be deemed to have agreed to comply fully with these Rules.
- b) Submit processing fees of \$550 for filming involving recorded film; and \$250 for filming involving still shoots.
- c) Upon submission of a completed Film Permit and payment of the required application processing fee, the HPPOC may approve a Film Permit. The application processing fee is the obligation of the Homeowner and is non-refundable.
- d) The HPPOC may, in its sole discretion, deny a Homeowner's Film Permit, and no Film Permit shall be deemed approved unless signed by and authorized representative of the HPPOC.
- e) The HPPOC shall attempt to respond to a Homeowner's submitted Film Permit within seven (7) days of the HPPOC's receipt of the Film Permit; if a response is not received from the HPPOC within that timeframe, the Homeowner's submitted Film Permit shall be deemed to be denied.
- f) In considering a Homeowner's request for filming approval, the HPPOC shall consider, among other criteria: (i) whether the filming activity complies with applicable federal, state and local laws, ordinances and rules, to the extent the HPPOC's representatives are aware of and knowledgeable about same (provided, however, neither the HPPOC or its representatives have any obligation to advise a Homeowner about any such potential or actual compliance issues); (ii) whether the filming activity will be restricted to the confines of the Homeowner's lot, other than to transport cast, crew and equipment to and from the Homeowner's lot; (iii) whether the filming activity identifies the name or location of the Association, or depicts any portion of the Association in a derogatory manner; (iv) whether the filming activity will interfere with the traffic flow, parking or use of the Association; (v) whether or not the filming activity will create excessive noise, light or glare; (vi) whether or not the filming activity will unreasonably interfere with the rights of any persons within

the Association, including but not limited to the quiet enjoyment and peaceful possession of any lot; and (vii) whether the filming activity is consistent with the provisions of these Rules and the HPPOC's other governing documents.

g) Should HPPOC approve the Film Permit, then the homeowner and PC representative must sign the Agreement, as the HPPOC's approval of a Film Permit is contingent upon same.

2) Fees: If a Film Permit is approved by the HPPOC, filming fees will be payable to HPPOC prior to the initial filming date. (HPPOC Tax ID No.: 95-0857305). A 1099 is required for any amount \$600 or over issued to the HPPOC. The required fee(s) are not for use of City property, but for the use of filming at a private lot within the Association, where HPPOC has authority under these Rules and its other governing documents. Rates for the filming fees are as follows:

a) Prep and Strike: \$750 per day (or any portion thereof)

b) Film Shoot: \$1,000 per day (or any portion thereof)

c) Still Shoots: \$750 per day (or any portion thereof)

3) Conditions of filming: As a condition of permission to film, each Homeowner must comply with the following requirements:

a) The Homeowner is required to be on site or have reasonable access to monitor the PC, regardless of size or duration of the filming.

b) Only one PC may film, still shoot, prep and/or strike on the same day within a four (4) block radius in the Association (as determined by the HPPOC).

c) Filming within 600 feet of an earlier filming (as determined by the HPPOC's manager) conducted within the prior seven (7) days is not permitted.

d) Unless otherwise permitted in writing by the HPPOC, all filming activities must be restricted to the confines of the owner's lot. No portion of the common areas of the Association (collectively, the "Common Area") are to be used for filming activities, other than to transport cast, crew and equipment to and from the owner's lot. Filming of or on adjacent lots or the Common Area is strictly prohibited.

e) No filming activities may use the name, image or likeness of any persons within the Association without such person's consent.

f) No filming activities may use the name of the Association or identify the Association, or depict any portion of the Association in a derogatory manner. Further, no filming activity may result in any person being able to identify the Association through still pictures, video or audio recordings, sets or locations, or through advertising or publicity arising from the filming activity.

g) No filming activities may interfere with the traffic flow or parking within the Association, or block vehicular or pedestrian access to or from any owner's lot. The areas within the Association must remain open for free traffic flow, and no road closures are permitted. Traffic delays within the Association caused by or due to the filming activity may not exceed three (3) minutes.

h) No filming activities may interfere with any owner's or resident's use of the Common Area, except those temporary interferences that may be permitted under these Rules. No film cast or crew may smoke, drink or eat within the Common Area, or utilize any Common Area facilities.

i) No filming activities may create excessive noise, light, glare or smoke, or otherwise unreasonably interfere with the rights of any persons within the Association. No noxious or offensive activities may be carried out within the Association in connection with any filming. No filming activities may

- increase the liability or casualty insurance obligations or premiums of the HPPOC.
- j) Noise levels may not exceed those which are normal for the Association and surrounding properties, or result in types of noise emanating from sources such as gunfire, explosions, aircraft, etc., which are not normal for the Association and surrounding properties. In no event shall noise from voices, filming or construction, or amplified sound, whether live or recorded, exceed reasonable or lawful tolerances, including but not limited to the requirements of any noise ordinances established by the City. Failure to comply with these noise restrictions may result in a forfeiture of a PC's right to film anywhere within the Association.
 - k) Levels of light and glare may not exceed that which is normal for the Association and surrounding properties. Additionally, no lighting fixture shall directly shine into any window of dwelling unit on another lot. Failure to comply with these light and glare restrictions may result in a forfeiture of a PC's right to film anywhere within the Association.
 - l) Insurance Requirements
 - (1) The PC must keep in force, at its own expense, during the entire period of time in which the filming activity will be performed, such commercial general liability insurance as will protect the HPPOC and its directors, officers, and agents (collectively, the "Indemnitees") from and against claims for damages because of bodily injury and death and claims of property damage that may arise out of any filming activity at the Association, whether directly or indirectly caused by the PC or any of its principals, directors, officers, members, employees, agents, representatives or contractors, or anyone directly or indirectly employed or engaged by any of them. At all times, such liability insurance shall have a per occurrence combined limit of at least Five Million Dollars (\$5,000,000). Claims-made coverage shall not be acceptable.
 - (2) The PC must carry commercial/business automobile liability insurance with limits of at least One Million Dollars (\$1,000,000) to protect the Indemnitees from and against claims made for bodily injury (including wrongful death) and property damage that may arise out of any filming activity at the Association.
 - (3) The PC must carry worker's compensation insurance in accordance with California law, including employer's liability insurance, to protect the Indemnitees from and against claims made under worker's compensation acts and other employee benefit laws that may arise out of any filming activity at the Association.
 - (4) The commercial general liability insurance and commercial/business automobile liability insurance policies required of the PC must name the Indemnitees as additional insureds or loss payees with respect to the use and access of the Association for filming on the owner's lot. The insurance carried by the PC shall be primary to and non-contributing with any insurance carried by any Indemnitee.
 - (5) Certificates of insurance, and additional insured endorsements, for the insurance coverages required of the PC under these Rules must be delivered by the Homeowner to the HPPOC prior to any filming activity occurring within the Association, in no event less than three (3) days prior to the commencement of any such filming activity (including but not limited to any film prep).
 - m) The HPPOC requires that Agreement be executed by the Homeowner and an authorized

representative of the PC as a condition of approval for filming activities. Two (2) original executed copies of the Agreement shall be provided to the HPPOC along with a completed Film Permit. The HPPOC must approve and sign both the Agreement and the related Film Permit prior to any filming activity occurring within the Association (including but not limited to any film prep activities).

4) Permitted Filming Days and Hours:

- a) Days: Monday through Friday only. No prep, strike or filming is permitted on weekends or state or federal holidays.
- b) Holiday Period Blackouts:
 - i) Filming will not be permitted on the days before or after July 4 or October 31.
 - ii) Filming will not be permitted on any Friday in December.
- c) Time: 7 a.m. to 10 p.m. Personnel (cast/crew) should not arrive or prepare for production before 7 a.m.; all persons must be departed by 10 p.m. (not “getting ready to go”). If after hours filming/still shoot is required, advanced written permission is required from the HPPOC; an additional filming fee will apply, if approved.
- d) Special Note: Signatures of immediate/surrounding neighbors agreeing to different filming days or hours will not override prohibited filming days and hours.

5) Filming and still shoot Frequency: Limited to a maximum of two (2) times per year and ten (10) aggregate days (or portions thereof) from January 1st through December 31 in any given year. This includes still shoots (any size) except as allowed by the last paragraph of this section 5, prep, strike and any combination thereof.

- a) Calculation: Two (2) times and ten (10) aggregate days are defined as follows: You may film at your home only 2 times in the calendar year. The maximum allowed number of days for filming per calendar year is 10 days total. Example 1: Film shoot 1 is 5 days, leaving one shoot left for a maximum of 5 days. Example 2: Film shoot 1 is 3 days, leaving one shoot left for a maximum of 7 days (which must be broken up to allow for no filming on weekends). Still shoots and prep & strike days are included in these limitations.
- b) Exception for low volume still shoots: A special exemption is allowed for still photography shoots that meet certain conditions: No on street parking – all vehicles must be in the driveway – not on empty lots; no large trucks (even to drop off equipment); no generators; no special lighting observable from street; all action must be contained on premises. A Homeowner may conduct a maximum of 3 days of shooting (not 3 sessions) per calendar year. The fee for each day of shooting is \$750 per day.

6) Parking of Production and Personnel Vehicles Rules:

- a) All production vehicles must be parked on one side of the street only, and the street must be posted. Equipment must be kept to a minimum.
- b) NO parking is permitted on either side of the curve connecting Alma Real Drive and Corona Del Mar (hazardous curve). This is also a City of LA parking regulation.
- c) Filming personnel cannot park on streets within the Association and must be bused to the location.
- d) The HPPOC may impose further parking restrictions.
- e) Food Prep and Service (including craft services) to Production Personnel must take place out of public view. Food is not to be consumed on front lawns, grass berm, or in the street; the PC must

make other arrangements.

7) Security Deposit :

Should any Homeowner fail to submit a Film Permit and Agreement as set forth herein and/or fail to abide by these Rules, the Homeowner shall be deemed in immediate default of these Rules and any approval previously granted by the HPPOC, if any, will be withdrawn/rescinded, and Homeowner shall immediately remove from the Association all persons and equipment, and strike the filming and/or still shoot set up(s) and cease filming or conducting any further filming or still shots. Should Homeowner fail to do so, the HPPOC may, on an emergency basis, proceed to obtain a Judicial Determination of Homeowner's breach and the issuance of Injunctive Relief. As the prevailing party, Homeowner shall be responsible for the HPPOC's legal fees and costs pursuant to the HPPOC's governing documents and state statute. The HPPOC may, in its reasonable discretion, require a Homeowner to deposit with the HPPOC a refundable security deposit in an amount up to Two Thousand Dollars (\$2,000) per approved filming request (the "Deposit"), as security against any damage that may result to the Common Area or property of the HPPOC arising from or relating to filming activity. Within fourteen (14) days of the completion of the filming, the HPPOC shall refund to the Homeowner the Deposit, if any, less any amounts withheld for the repair of damage to the Common Area or property of the HPPOC arising from or relating to filming activity; if the cost to repair said damage to the Common Area or property of the HPPOC is in excess of the Deposit, the Homeowner shall reimburse the HPPOC, within fourteen (14) days after the HPPOC's demand, such difference. If no Deposit was required and collected by the HPPOC, the Homeowner shall reimburse the HPPOC the entire cost to repair any damage to the Common Area or property of the HPPOC arising from or relating to filming activity, within fourteen (14) days of the HPPOC's demand for same.

8) Reimbursement of Costs :

To the extent that the HPPOC incurs any fees, costs or expenses associated with a Homeowner's request for approval of any filming activity on the owner's lot, or associated with any filming activities on the owner's lot (whether such filming activities are approved by the HPPOC or not), the Homeowner shall be responsible to reimburse the HPPOC for all such fees, costs and expenses, including but not limited to actual attorneys' fees and costs, within fourteen (14) days of the HPPOC's demand for same; any such reimbursement shall be separate from any other fees or amounts charged to the Homeowner pursuant to these Rules. To the extent that Homeowner fails to reimburse the HPPOC any fees, costs or expenses incurred by the HPPOC with respect to any filming activity within the Association or on the owner's lot conducted, facilitated or authorized by the Homeowner (including but not limited to the repair of damage to the Common Area or property of the HPPOC), the HPPOC shall have the right to seek reimbursement of such fees, costs and expenses, as well as any collection costs related to same, in any manner or manners permitted under the HPPOC's governing documents and/or the California Civil Code.

9) Common Area Filming:

The HPPOC may allow the use of the Common Area for filming a PC contracting with the HPPOC, pursuant to such terms and conditions as the Board deems reasonable.

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HPPOC Homeowner/Film Production Company
Terms and Conditions and Indemnity Agreement

THE FOLLOWING ARE UNDERSTOOD AND AGREED TO BY HOMEOWNER(S) AND PC APPLICANT(S):

- Homeowner/Film Production Company ("PC") agrees with the conditions of filming/still shoots and the right of HPPOC to interpret them as necessary. Homeowner/PC understands and agrees that the proposed filming/still shoots must be in compliance with the Filming and Still Shoots Rules & Regulations (the "Rules") for the HPPOC.
- No Filming/still shoots may begin without advance written approval by the HPPOC.
- The HPPOC may revoke an approval upon non-compliance with the Rules.
- The HPPOC and any interested party have a right to inspect the filming at any time during the film/still shoot.
- HPPOC's consent to the filming/still shoot shall not give rise to any liability of the HPPOC, or their representatives.
- To the fullest extent of the law, Homeowner/PC shall indemnify, hold harmless, protect and defend the HPPOC, its officers, directors, employees, agents, representatives and members (collectively the "Indemnitees") from claims, demands, liabilities and actions arising from or in connection with the filming/still shoot, related matters or approval or disapproval of the filming for any bodily injury, wrongful death, and/or property damage incurred by any person or property.

The contact numbers of the location manager for the PC and the Homeowner will be posted on the HPPOC web site to deflect any calls of concern by any member.

Homeowner: _____

Print Name: _____ Date: _____

Homeowner: _____

Print Name: _____ Date: _____

PC Representative:

By: _____

Print Name: _____

Title: _____ Date: _____

HPPOC Representative:

By: _____

Print Name: _____ Date: _____

*Huntington Palisades area: Alma Real Dr. (to 832); Almoloya Dr.; Altata Dr.; Alva Dr.; Camarosa Dr.; Chapala Dr.; Chautauqua Bl. (400-692); Corona del Mar; El Cerco; Frontera Dr.; La Cumbre Dr.; Ocampo Dr.; Pampas Ricas Bl.; Ramos Pl., Sunset Bl. (14748-15050, south side only); Toyopa Dr.

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FILMING / STILL SHOOT PERMIT APPLICATION

Via Fax to: _____ Date: _____

Via Fax Back to 310-454-2918 Date: _____

L.A. City Permit No.: _____ HPPOC Permit No.: _____

- Film Company Name, Address, City, State, Zip: _____

- Film Company Representative/Phone No. /Fax No: _____

- Name and Genre of Production:

- Filming/Still Shoot Location/Name and Telephone Number of Property
Owner: _____
- Name and Telephone Number of Nearby Neighbors: _____

- Name and Telephone Number of Nearby Neighbors: _____

- Name and Telephone Number of Nearby Neighbors: _____

- Dates and Hours of Filming (M-F, 7A- 10 P): _____

- Fees Per Above: _____
Remarks: _____
Fee Paid: _____
- How many trucks will be used for this production (please specify)?

- o Large Trucks: _____
 - o Other Trucks: _____
 - o Catering Trucks _____
 - o Camera Cars: _____
 - o Vans: _____
 - o Picture Vehicles: _____
 - o Generators: _____
- How many people will be on site for this production?
 - o Crew: _____
 - o Cast: _____
 - o Extras: _____
 - Please provide a summary of scene: _____

 - Will you be using any special effects? _____
 - Will you have film monitor on location? _____
 - Will you have Police officers on site to direct traffic? _____
 - What streets are you posting? _____

Signature of Film Production Company Representative:

_____ Date: _____

Signature of Homeowner:

_____ Date: _____

Signature of HPPOC representative:

_____ Date: _____