

Filming and Still Shoots Rules & Regulations For the Huntington Palisades

These Filming and Still Shoots Rules & Regulations (“Rules”) for Huntington Palisades Property Owners Corporation Ltd. (“HPPOC”) sets forth the regulations for filming within the Huntington Palisades Community (“Association”). As used in the Rules, the term “filming” shall mean 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 that are intended to be distributed for viewing by members of the public. 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. Filming shall not include any non-commercial video or still photography that occurs within enclosed portions of a Lot, has no impact on other residents and is intended for private viewing (such as family portraits or videos). Further, filming or still shoots taken for the advertisement of the home for sale or for lease shall not be considered “filming” for purposes of the Rules.

Required Filming Permits:

Homeowners must obtain a Permit from HPPOC for activity described as “filming” above, within HPPOC. No filming activity, including prep work may commence until a signed Permit has been obtained by the owner of the property. HPPOC cannot or will not grant authority to film in parks, public streets or sidewalks. A Permit provides authority to film on a privately-owned residential lot only.

A Permit may be obtained as follows:

The owner of the property must apply for the Permit. The Permit Application itself must also be signed by the film production company (“PC”). The PC Company may prepare and submit the application. The Permit Application (and applicable fees described below) must be submitted at least ten (5) days in advance of the anticipated production to ensure enough time for processing the Permit Application. Applicants should take care to ensure that all information requested on the Permit Application has been provided. Incomplete Permit Applications may not be reviewed and may delay processing. The Permit Application is attached.

Fees and Deposits:

Fees are payable to HPPOC prior to the first filming date (which includes prep days). No filming may be commenced until all fees have been tendered. Fees may be tendered with a Permit Application, but in no way ensures approval of a Permit Application. HPPOC Tax ID No. is 95-0857305 and a 1099 is required for any amount \$600 or over issued to HPPOC. Rates:

1. Prep and Strike: \$750 per day (or any portion thereof)
2. Filming: \$1000 per each filming (or any portion thereof)
3. Still Shoots: \$750 per day (or any portion thereof)

Review of Permit Application:

In reviewing a Permit Application, the HPPOC shall consider, among other criteria:

1. Whether the filming complies with known federal, state and local laws (HPPOC has no obligation to advise an Applicant regarding potential or actual compliance issues);
2. Whether the filming activity will be restricted to enclosed portions of the Applicant's lot, other than to transport cast, crew and equipment to and from the Applicant's lot;
3. Whether the proposed filming will identify the name or location of HPPOC or depicts any portion of HPPOC in a derogatory or unflattering manner;
4. Whether the filming will interfere with the traffic flow, parking, etc.;
5. Whether filming will create excessive noise, light, glare or other undesirable conditions;
6. The length of the anticipated filming;
7. Whether the Applicant or PC have failed to comply with these Rules in the past;
8. Whether the filming will unreasonably interfere with any residents' quiet enjoyment and peaceful possession of any lot; and
9. Whether the filming is consistent with the provisions of these Rules.

Conditions of Filming:

The following conditions must be met while filming:

1. Applicant is required to be on-site or have reasonable access to monitor the PC regardless of size of event.
2. 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. No parking is permitted on either side of the curve connecting Alma Real Drive and Corona Del Mar (hazardous curve) or on Huntington streets and must be bused to the location. Additional parking restrictions may be mandated on a case-by-case basis.
3. Food preparation and service (including craft services) must be conducted out of public view. Food is not to be consumed on front lawns, grass berm, or in the street.
4. No equipment shall be placed on sidewalks, parks, or allowed to remain in public view except as necessary for filming and during moving from production trucks to the location house.
5. The Permit provides authorization to film within the owner's lot and to obtain images of that lot. Owners and the PC may not capture images of other lots without the express consent of the owner of that lot. Further, shoots involving images of multiple lots must be clearly described in the Permit Application.
6. Obtaining a Permit to film in a lot within HPPOC is a necessity in addition to following any federal, state or local ordinances. In most cases, a permit must also be obtained from Film LA.
7. The contact information for the production company, including the location manager and the owner will be posted on the HPPOC web site to deflect any calls of concern by any member.

Regulations Regarding Frequency and Location of Filming:

The following is permitted:

1. Filming is permitted Monday through Friday only. No prep or filming is permitted on weekends or legal holidays. Filming will not be permitted on the days before or after July 4 or Halloween or on any Friday in December.
2. Filming is permitted from 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 HPPOC and an additional fee will apply, if approved.
3.
 - a. Only one PC may film, still shoot, prep and strike on the same day within approximately four blocks (as determined by the HPPOC).
 - b. Filming/still shoots within 7 days of an earlier filming/still shoots (including prep and strike) within approximately 400-600 feet (as determined by HPPOC) are not permitted.
4. Filming is limited to maximums of five (5) 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:** Five (5) times and ten (10) aggregate days are defined as follows: You may film at your home 5 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 four shoots left for a maximum of 5 days. Example 2: Film shoot 1 is 3 days, leaving four shoots 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 the 5 and 10 aggregate days.
 - 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. You may conduct a maximum of three (3) days of shooting (not 3 sessions). The fee for each day of shooting is \$750 per day.

Indemnity and Insurance:

To the extent that HPPOC incurs any fees, costs or expenses associated with filming (whether such filming activities are approved by the HPPOC or not), the Applicant shall be responsible to reimburse 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 Applicant pursuant to these Rules. To the extent that Applicant fails to reimburse the HPPOC any fees, costs or expenses incurred by HPPOC with respect to the filming, 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 authorized under the HPPOC's governing documents and/or the California Civil Code. Further, the Applicant and PC shall be required to indemnify HPPOC and its agents as described further in the attached Permit Application.

Prior to and during the filming, the PC must keep in force liability insurance for the benefit of HPPOC, its members and agents, which shall have a per occurrence and combined limit of at least Five Million Dollars (\$5,000,000). Claims-made coverage shall not be acceptable. The PC must maintain commercial automobile liability insurance with limits of at least One Million Dollars (\$1,000,000) and must carry worker's compensation insurance in accordance with California law, including employer's liability insurance. The commercial general liability insurance and commercial automobile liability insurance policies required of the PC must name HPPOC as additional insured. Certificates of insurance, and additional insured endorsements, for the insurance coverages required of the PC under these Rules must be delivered by the Applicant 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).

HPPOC Owner Agreement

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

- Owner/PC have received and agree to comply with the Filming and Still Shoots Rules & Regulations for Huntington Palisades (Rules).
- No filming/still shoots may begin without written approval by the HPPOC.
- HPPOC may revoke an approval for the Owner or PC’s failure to comply with the Rules.
- HPPOC and its agents have the right to enter a lot and inspect the filming at any time during the film/still shoot for compliance with the Rules.
- HPPOC’s consent to the filming/still shoot shall not give rise to any liability of HPPOC, or its agents. To the fullest extent of the law Owner and PC agree to indemnify, hold harmless, protect and defend the HPPOC, its officers, directors, employees, agents and members 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.

Homeowner: _____

Print Name: _____

Date: _____

Homeowner #2: _____

Print Name: _____

Date: _____

Production Company/Representative:

By: _____

Print Name: _____

Title: _____

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.

FILMING / STILL SHOOT PERMIT

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

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

- Fees Per Above: _____
- Remarks: _____
- Fee Paid: _____

Signature of Production Company/Representative:

_____ Date: _____

Signature of Home Owner:

_____ Date: _____

Signature of HPPOC representative:

_____ Date: _____

Huntington Palisades Information Sheet
For Proposed Filming & Still Shoot (where applicable)

1. How many trucks will be used for this production (please specify)?
 - Large Trucks: _____
 - Other Trucks: _____
 - Catering Trucks _____
 - Camera Cars: _____
 - Vans: _____
 - Picture Vehicles: _____
 - Generators: _____

2. How many people will be on site for this production?
 - Crew: _____
 - Cast: _____
 - Extras: _____

3. Please provide a summary of scene or shoot: _____

4. Will you be using any special effects or pyrotechnics? _____
5. Will you have film monitor on location? _____
6. Will you have police officers or guards on-site to direct traffic? _____
7. What streets are you posting? _____
8. Will animals be used? _____
9. Will any portion of the filming generate a noise level above normal conversational voices? Will any portion of the filming include nudity?

**Schedule of Fines on Homeowners for Violations of HPPOC's
Rules & Regulations on Filming**

1. Minor Infractions: Minor infractions occur when there is filming (including prep & strike and still shoots) at an owner's lot on a day for which a Permit has been issued and there is a rule violation that is non-serious in nature and does not pose any significant inconvenience to or disturbance in the neighborhood, as determined by the HPPOC Board of Directors. A minor infraction may warrant a written warning from HPPOC and will be taken into consideration for future Permit Applications.

2. Moderate Infractions Other Than Time Restrictions: These infractions occur on a day when there is filming (including prep & strike and still shoots) at an owner's lot on a day for which a Permit has been issued for that filming and the rule violations are, in the opinion of the Board, not minor and may cause significant inconvenience to or disturbance in the neighborhood. Any such violation of the Rules by either an owner or the Production Company or their agents shall subject the owner to the following penalties:
 - First Violation of any of the Rules other than the Rules restricting filming to certain hours. Examples include (but are not limited to) the Rules on parking, food service, and owner's availability- up to \$500.00.

 - Second Violation of any of these Rules in the same year – up to \$750.00.

 - Subsequent Violations – up to \$1,000.00 per violation.

3. Moderate Infractions of Time Restrictions: These infractions occur when there is filming (including prep & strike and still shoots) at an owner's lot on a day for which a Permit has been issued to the owner and the filming begins before or extends after the times permitted by the Rules. Any such violation of the Rules restricting the time of filming shall subject the owner to the following penalties:
 - Minor Disturbance: \$250.00 to \$500.00 per hour or any fraction of an hour the time restrictions are extended.

 - Major Inconvenience or Disturbance: \$500.00 to \$1000.00 per hour or any fraction of an hour the time restrictions are exceeded.

4. Major Infractions: Major infractions occur when there is filming (including prep & strike and still shoots) at an owner's lot on a day for which there is no valid Permit. Major infractions are particularly serious, when they pose a material threat that the owner is directly or indirectly conducting on the owner's lot a business related to the filming in violation of the CC&Rs. Whether there is such a material threat is to be determined by the HPPOC Board. In addition to penalties

under this schedule, the Association may impose the penalty for a violation and seek injunctive relief in court for threatened or future violations. Any major infraction shall subject the owner to the following penalties:

Where there is not a material threat that the owner is directly or indirectly conducting a business in violation of the CC&Rs and the owner was eligible for a Permit for that filming. A penalty equal to twice the amount that should have been paid for a Permit, plus twice the amount of any penalties payable under paragraphs 3 and 4 above had a valid Permit been issued in advance of the filming. The Board may reduce the penalties in this paragraph (by up to one-half of the penalty amount) for a late application that is accompanied by full payment of all fees and penalties and otherwise is a complete submission. Upon any reduction, a refund will be made.

Where there is a material threat that the owner is directly or indirectly conducting on the owner's lot a business, related to the filming in violation of these Rules and the owner was ineligible for a Permit for that filming - A penalty sufficient in the lawful discretion of the Board to dissuade the owner from further filming in violation of the Rules. Such penalty may be as much as the owner was paid for the filming or, in the absence of the Association's knowledge of the amount paid, an amount estimated by the Board to approximate the amount paid or payable to the owner for that day of filming.

5. Notice and Opportunity to be Heard Regarding Infractions: When the Association Board intends to meet to consider imposing a fine or penalty for any violation of these Rules, the Board shall notify the owner of the hearing date at least ten (10) days before the hearing. This notice shall detail the nature of the infraction and inform the owner of the date, time, and place of the hearing. This hearing may be held in executive session if the owner so requests, and the owner may request in writing one postponement of the hearing for good cause. The owner will be notified of the outcome of the hearing within fifteen (15) days of the hearing date.