USE AGREEMENT FOR CITY PROPERTY
FOR FILM PRODUCTION AND RELATED ACTIVITIES

THIS USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES ("Agreement") dated , is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Film Commission ("City") pursuant to San Francisco Administrative Code Sections 57.1 et seq. ("Chapter 57"), and Contractor Name ("Contractor").

1. Authorization to Use. In consideration of Contractor's performance of its obligations under this Agreement, City confers to Contractor a revocable, personal, non-exclusive and non-possessory license to enter upon and use that certain real property owned by City (the "City Property"), as described in the Film SF Identification Page and Locations Page, attached hereto and incorporated herein as Exhibit A, for the purposes and subject to the terms, conditions and restrictions set forth below. Contractor shall bear all costs or expenses of any kind in connection with its use of the City Property.

This Agreement does not constitute a grant of any ownership, leasehold, easement or other property interest or estate in the City Property to Contractor. City is acting only in its proprietary capacity in granting the license given to Contractor under this Agreement. Contractor acknowledges that (i) such grant is effective only insofar as the City's rights in the City Property; (ii) Contractor must separately obtain all regulatory approvals of City or any other applicable governmental entity necessary for the Permitted Uses (as defined in Section 2); and (iii) Contractor shall separately obtain the approval of any affected City department head or his/her designee, or the Mayor or Mayor's designee if there is no specific City department affected.

2. Use of City Property. Contractor may enter and use the City Property for film production and related activities only (the "Permitted Uses") during the times specified in the Film SF Identification Page and Locations Page; said Identification Page and Locations Page may be amended in writing by mutual agreement of the parties. Contractor shall comply with all conditions to approval or use guidelines set forth in the Film SF Identification Page and Locations Page, the General Guidelines and Information for Filming in San Francisco attached hereto and incorporated herein as Exhibit B, the San Francisco Police Department Film Production Guidelines attached hereto and incorporated herein as Exhibit C, the San Francisco Municipal Transportation Agency (SFMTA) Municipal Railway Facilities and Equipment attached hereto and incorporated herein as Exhibit D, or as otherwise required by City. City reserves the right, at its sole discretion, to change such guidelines as necessary to promote or protect the public safety, health or convenience. City shall give Contractor reasonable prior notice of any such changes, provided, however, that no such prior notice shall be required in emergency situations. Contractor shall keep the City Property free and clear of any liens or claims of lien arising out of Contractor's use of the City Property and Contractor shall use commercially reasonable efforts to minimize any disruption that its activities may cause to the City Property or its general vicinity.

3. Restrictions on Use. Contractor shall not use, and Contractor shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the City Property for any activities other than the Permitted Uses. The term "Agents" shall mean Contractor's officers, directors, members, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term "Invitees" shall mean Contractor's invitees, guests or business visitors. By way of example only and without limitation, the following uses of the City Property by Contractor, or any of its Agents or Invitees, are prohibited:

(a) Contractor shall not construct or place any permanent structures, signs or improvements on the City Property, nor shall Contractor alter any existing structures, signs or improvements on the City Property.

(b) Contractor shall not conduct any unauthorized activities on or about the City Property that constitute waste or nuisance.

(c) Contractor shall not damage City's real or personal property.

(d) Contractor shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated or disposed of in, on or about the City Property, or transported to or from the City Property; provided, however, that Contractor may bring gasoline and petroleum products on the City Property to run generators and propane for catering activities, provided such products are in commercially reasonable amounts and stored in a commercially reasonable manner.

(1) Contractor shall immediately notify City of any release or suspected release of Hazardous Material. Contractor shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Contractor shall, without cost to City and in accordance with all laws and regulations, return the City Property to the condition immediately prior to the release. Contractor shall allow City to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

(2) For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the City Property.

4. Subject to City Uses. Notwithstanding anything to the contrary in this Agreement, Contractor's rights to use the City Property hereunder shall be subject and subordinate to City's necessary uses of the City Property for municipal purposes. City retains the right to use or allow other persons to use the City Property in a manner that does not unreasonably interfere with Contractor's activities hereunder.

5. Term of Agreement. The privilege given to Contractor pursuant to this Agreement is temporary only. This Agreement shall become effective upon execution hereof and shall expire at 5:00 p.m. on Office Use Only, unless amended or sooner terminated pursuant to the terms hereof.

6. Surrender. Upon the cancellation, expiration, or termination of this Agreement, Contractor shall surrender the City Property in the same condition as received free from hazards and clear of all debris and of all property of Contractor or its Agents or Invitees. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

7. Repair of Damage. Contractor shall promptly, at its sole cost, repair any and all damage to the City Property and any personal property located thereon caused by Contractor or its Agents or Invitees. Contractor shall obtain City's prior approval of any party to be used by Contractor to conduct such repair work. If Contractor damages City facilities or any personal property, the final repair costs owed by Contractor shall be determined by the City, in its sole discretion, and shall be paid by Contractor within five (5) days of City's demand therefor. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

8. City's Right to Cancel. City reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of the following conditions.

(a) Contractor fails to promptly pay all fees or charges under this Agreement when due.

(b) Contractor fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving City's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Contractor fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. Notwithstanding anything to the contrary in the foregoing, City reserves the right to cancel this Agreement immediately and without prior notice, if, in the City's sole judgment such action is warranted by such default or breach.

(c) The City determines that there is an emergency requiring cancellation or termination of the Agreement.

9. Compliance with Laws; Regulatory Approvals; Administrative Penalties.

(a) Contractor shall, at its sole expense, conduct and cause to be conducted all activities on the City Property in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether presently in effect or subsequently adopted, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, all federal, state and local health orders relating to work place safety or the public's health and safety and local, state and federal laws prohibiting discrimination in employment and public accommodations. Failure to comply with any such laws, regulations, codes, ordinances or orders may be considered a material breach of this Agreement by the Film Commission. Contractor shall, at its sole expense, procure and maintain in force at all times during its use of the City Property any and all business and other licenses or approvals necessary to conduct the Permitted Uses. Contractor understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the City Property and not as a regulatory agency with police powers.

(b) Pursuant to San Francisco Administrative Code Section 57.9, the Executive Director or the Director's designee may issue a citation imposing an administrative penalty in an amount of up to three times the applicable use fee to any person or production company who has violated Chapter 57.

10. Public Safety. Contractor agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety.

11. Utilities. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the City Property. Contractor shall locate any such utilities and protect them from damage arising out of Contractor's activities. Contractor shall be solely responsible for arranging and paying for the Permitted Uses.

12. City's Right to Cure Defaults by Contractor. If Contractor defaults in the performance of any of its obligations under this Agreement, City may, at its sole option, remedy such failure for Contractor's account and at Contractor's expense by providing Contractor with three (3) days prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Contractor is obligated to perform. Contractor shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees and costs, in remedying or attempting to remedy such default. Contractor's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

13. Cash Deposit. City may, without limiting its other remedies, require Contractor to pay to City a cash or other deposit in an amount necessary to cover the cost of repairing or remedying any breach of this Agreement. City shall provide Contractor with a billing and accounting when such repair or remedy is completed. Any unexpended sums shall be returned to Contractor, and Contractor shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Contractor on any such deposit.

14. Fees.

(a) Daily Use Fees. Upon execution of this Agreement, Contractor shall pay the daily use fees set forth in Exhibit E (Daily Use Fees and Payments Owed to Other City Departments), authorized by San Francisco Administrative Code Section 57.5, as calculated by the City. If the daily use fees at the termination or expiration of this Agreement differ from the City's calculation at the execution of the Agreement, City shall provide Contractor with a billing and accounting of use fees. Any unexpended sums shall be returned to Contractor, and Contractor shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Contractor on any such deposit.

(b) Additional Payments. Within five (5) days of City's demand therefor, Contractor shall pay (i) City departments for the costs incurred by those departments in providing the use of City employees, equipment, property, and facilities and (ii) the San Francisco Arts Commission Street Artist Program applicable fees for film production and related activities in or near designated street artist spaces. Payment shall be made as required by the Film Commission or an affected City department as further outlined in Exhibit E.

15. Insurance.

(a) Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations;

(2) Commercial Automobile Liability Insurance with limits not less than $1,000,000 each accident/occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(3) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than one million dollars ($1,000,000) each accident, injury, or illness. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors unless Contractor does not have employees as defined by the California Labor Code Sections 3351-3351.1.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must provide:

(1) Name as Additional Insured the City & County of San Francisco, the Port of San Francisco and each of their officers, directors, agents and employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Thirty days' advance written notice to City of cancellation for any reason, intended non-renewal, or reduction in coverage. Notices shall be sent to the City address set forth in Section 27, entitled "Notices."

(d) In the event that Contractor operates or causes operation of any aircraft, watercraft, rail vehicle or experimental vehicle under this Agreement, or the City determines that Contractor's Permitted Uses require additional insurance, prior to commencing any such activity, Contractor shall obtain such insurance as the City's Risk Management Division requires.

(e) All insurance shall be provided on an occurrence basis.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(g) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(h) Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(i) If an Unmanned Aircraft System (UAS) is used for any purpose under this agreement either directly or indirectly, the Contractor shall ensure that such activity is covered by Unmanned Aircraft Systems insurance. The Contractor must submit proof of **UAS** insurance with a limit not less than **$2,000,000 per occurrence** naming the City & County of San Francisco, the Port of San Francisco and each of their officers, directors, agents and employees as Additional Insured for this coverage.

(j) If Contractor is using cable cars, trolley cars, or light rail vehicles, insurance policies shall not have exclusions in coverage for conducting production-related activities on, in or about rail vehicles or rail facilities. Only the Director of Transportation or their designee, after consulting the City's Risk Manager, shall be able to waive any insurance requirements with respect to the use of SFMTA facilities and equipment.

(k) If Contractor will use any subcontractor(s) for staffing or other services, Contractor shall require the subcontractor(s) to provide all necessary insurance and to name the City and County of San Francisco, its officers, agents and employees and the Contractor as additional insureds and waive subrogation in favor of City, where required.

16. As Is Condition of City Property; Disclaimer of Representations. CONTRACTOR ACCEPTS THE CITY PROPERTY IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE CITY PROPERTY OR ANY FACILITIES ON THE CITY PROPERTY, FOR CONTRACTOR'S USE. City shall have no obligation to cause the City Property to remain in the condition in which it was as of the date of this Agreement. Contractor, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Contractor to make use of the City Property in the manner contemplated hereby.

17. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Contractor, its officers, agents, employees, invitees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the City Property or its use by Contractor.

(b) Contractor fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the City Property or Contractor's use thereof, and (ii) in the event that City exercises its right to suspend, revoke or terminate this Agreement.

(c) It is further understood and agreed that all rights under Section 1542 of the Civil Code of California are hereby expressly waived by Contractor. Said section reads as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party."

Notwithstanding the provisions of Section 1542 and for the purpose of implementing a full and complete release, Contractor expressly acknowledges that this Agreement is intended to include all claims known or unknown by Contractor at this time. The releases contained herein shall survive any cancellation, expiration or termination of this Agreement.

18. Indemnity. Contractor shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the City Property, or any part thereof, whether the person or property of Contractor, any of its Agents and Invitees, or third persons, relating in any manner to any use or activity under this Agreement; (b) any failure by Contractor, or any of its Agents or Invitees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the City Property or any activities conducted thereon by Contractor, its Agents or Invitees; (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Contractor, its Agents or Invitees, on, in, under or about the City Property, any improvements permitted thereon, or into the environment; or (e) any and all Losses arising in connection with this Agreement or the film or other work produced as a result of the activities conducted hereunder, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons.

This provision applies except solely to the extent of Losses resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the City Property and claims for damages or decreases in the value of adjoining property. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. Contractor shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

19. Copyrights. Contractor shall obtain all approvals for, and pay for all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the film production and related activities.

20. Ownership of Results. City recognizes and agrees that it shall hold no ownership or other proprietary interest in the film products created by Contractor pursuant to this Agreement. City agrees that it shall take no action to prohibit, delay or otherwise inhibit Contractor's rights to utilize the film products created by Contractor pursuant to this Agreement as a result of Contractor's breach of any of the terms, covenants or conditions of this Agreement.

21. No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Contractor prior to completion of filming in San Francisco unless first approved by the Executive Director of the Film Commission by written instrument executed and approved in the same manner as this Agreement.

22. No Joint Ventures or Partnership; Independent Contractor. This Agreement does not create a partnership or joint venture between City and Contractor. Contractor shall be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with any and all Federal, State or Local law and all other regulations governing such matters.

23. Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of the City and the Contractor, including, but not limited to, fire, casualty, or labor strike, which event renders impossible the fulfillment of any term of this Agreement, Contractor and the City shall have no right to nor claim for damages against the other.

24. Tobacco Product and Alcoholic Beverage Advertising. Contractor acknowledges and agrees that, pursuant to San Francisco Administrative Code Section 4.20, no advertising of cigarettes or tobacco products or alcoholic beverages is allowed on any property owned by or under the control of the City and County of San Francisco. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or alcoholic beverages or the name of any cigarette or tobacco product or alcoholic beverages in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

25. Possessory Interest Taxes. Contractor recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Contractor may be subject to the payment of property taxes levied on such interest under applicable law. Contractor agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Contractor's

interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law. Contractor shall pay all of such charges when they become due and payable and before delinquency.

26. Payment of Taxes. Contractor agrees to pay all taxes of any kind that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law.

27. Notices. Except as otherwise provided herein, any notices given under this Agreement may be sent by U.S. mail or e-mail, and shall be addressed as follows:

To City: Executive Director
Film Commission
City Hall, Room 473
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
film.commission@sfgov.org

To Contractor: Contractor Name
Company Address
City State Zip / Country

Any notice of default must be sent by registered mail. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If email notification is used, the sender must specify a receipt notice.

28. Location Credit. Contractor shall expressly give credit to the "City and County of San Francisco" in the credits of any film resulting from the activities under this Agreement. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Contractor's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

29. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and Contractor. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) Except as expressly set forth herein to the contrary, all approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Executive Director of the Film Commission, the Executive Director's designee, or other authorized City official. (d) This instrument (including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement shall be governed by and subject to California law and the City's Charter and Municipal Code. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. (i) If Contractor consists of more than one person then the obligations of each person shall be joint and several. (j) Contractor may not record this Agreement or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Contractor hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

30. Sunshine Ordinance. Contractor acknowledges that this Agreement and all records related to its formation and performance are subject to the California Public Records Act, (California Government Code § 7920 et seq.), and the San Francisco Sunshine Ordinance, (San Francisco Administrative Code Chapter 67). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

Contractor represents and warrants to City that it has read and understands the contents of this Agreement and agrees to comply with and be bound by all of its provisions. Contractor further represents and warrants to City that all information provided by Contractor in the Film SF Identification Page and Locations Page is true and correct.

SIGNATURES

FOR CONTRACTOR:

Contractor Name,
(Company Name)

a _____
(Type of Business Entity – e.g., Individual/Sole Proprietor, C Corp, S Corp, Partnership, Trust/Estate, LLC, etc.)

By: DO NOT SIGN OR INSERT SIGNATURE
(Authorized Representative Signature)

Its: _____
(Authorized Representative Title)

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Executive Director
San Francisco Film Commission

STANDARDIZED, PRE-PRINTED USE AGREEMENT APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: _____
Deputy City Attorney

MODIFICATIONS TO STANDARDIZED AGREEMENT APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: _____
Deputy City Attorney

IMPORTANT NOTE: USE AGREEMENT IS NOT APPROVED WITHOUT ALL NECESSARY CITY SIGNATURES

FILM SF IDENTIFICATION PAGE

SUBMIT PERMIT TO: film@sfgov.org

Permit Application Submission Date: _____

(A) Contact Information

Production Company Name: Contractor Name

Company Address: Company Address City: City

State: State Zip / Country: Zip / Country Telephone: _____

Permit Contact: _____ Contact Email: _____

Contact Phone: _____ Location Manager: _____

Director: _____ Producer: _____

On Location Contact _____ On Location Cell (**required**): _____

(B) Project Details

PROJECT TITLE (REQUIRED): _____

ESTIMATED BUDGET: _____ **TOTAL ROOM NIGHTS:** # of Rooms Booked × # of Nights Stayed

ESTIMATED SPEND IN SF (REQUIRED): _____ **TOTAL LOCAL HIRES:** _____

NAMED CAST MEMBERS: _____

(C) Production Type / Daily Use Fees

If your production fits multiple categories, indicate all. You will be charged ONE fee per day (the highest fee).

☐	Feature Film / Movie	☐	Documentary	☐	Other (specify): _____
☐	TV Series / Pilot	☐	Corporate	*OFFICE USE ONLY*	Total Days: _____
☐	TV Commercial	☐	Web Content	FEES	Total Due: _____
☐	Music Video	☐	Short Subject	☐	**$200** Still Photography
☐	PSA	☐	Student	☐	**$300** TV Commercial, Music Video, Corporate, Web Content
☐	Still Photography	☐	Web Series	☐	**$500** Feature Film, TV/Web Series, Pilot, Documentary, Short Subject

(D) Production Vehicle Parking

Type of vehicle:	Qty #	Size / Length of EACH
Honeywagon		
Wardrobe / Set Dressing / Props		
Production van		
Camera vehicle		
Grip / Electric vehicle		
Caterer vehicle		
Motorhome*		*NO POP-OUT MOTORHOMES ALLOWED*
Other (Specify):		

Office Use Only SFPD: SFMTA: Posting #: # Days:

Payment Date: SFFC: Total Paid: Start: End:

Billing Contact: Receipt #: Check #:

FILM SF LOCATIONS PAGE

*Please indicate one location per section; identify cross streets

#

Date & Day Of Week		Start Time	End Time	Summarized Scenes:
	☐ INT ☐ EXT ☐ BOTH			

 # Cast & Crew On Location:_____ ☐ Wet Downs ☐ Street Closure *This requires an additional permit from SFMTA

☐ Parking Request *Include map ☐ Ext. Dolly / Jib ☐ Pyrotechnics **List any other special equipment here:**

☐ Intermittent Traffic Control ☐ Generator * ☐ Simulated Violence

☐ UAS (Drone) *size:_____

OFFICE USE ONLY: ☐ Neighborhood Notification ☐ Filming Survey ☐ Police Services
☐ MUNI Inspector/Charter ☐ Port Approval ☐ UAS Approval

Conditions:

#

Date & Day Of Week		Start Time	End Time	Summarized Scenes:
	☐ INT ☐ EXT ☐ BOTH			

 # Cast & Crew On Location:_____ ☐ Wet Downs ☐ Street Closure *This requires an additional permit from SFMTA

☐ Parking Request *Include map ☐ Ext. Dolly / Jib ☐ Pyrotechnics **List any other special equipment here:**

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OFFICE USE ONLY: ☐ Neighborhood Notification ☐ Filming Survey ☐ Police Services
☐ MUNI Inspector/Charter ☐ Port Approval ☐ UAS Approval

Conditions:

#

Date & Day Of Week		Start Time	End Time	Summarized Scenes:
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☐ Intermittent Traffic Control ☐ Generator * ☐ Simulated Violence

☐ UAS (Drone) *size:_____

OFFICE USE ONLY: ☐ Neighborhood Notification ☐ Filming Survey ☐ Police Services
☐ MUNI Inspector/Charter ☐ Port Approval ☐ UAS Approval

Conditions:

Provisions (Office Use Only) ☐ May Not Control Sidewalks ☐ Must Allow Disability Access
☐ Camera: Handheld / Tripod only ☐ Sidewalks Only

FILM SF LOCATIONS PAGE

*Please indicate one location per section; identify cross streets

#

Date & Day Of Week		Start Time	End Time	Summarized Scenes:
	☐ INT ☐ EXT ☐ BOTH			

 # Cast & Crew On Location:_____ ☐ Wet Downs ☐ Street Closure *This requires an additional permit from SFMTA

☐ Parking Request *Include map ☐ Ext. Dolly / Jib ☐ Pyrotechnics **List any other special equipment here:**

☐ Intermittent Traffic Control ☐ Generator * ☐ Simulated Violence

☐ UAS (Drone) *size:_____

OFFICE USE ONLY: ☐ Neighborhood Notification ☐ Filming Survey ☐ Police Services
☐ MUNI Inspector/Charter ☐ Port Approval ☐ UAS Approval

Conditions:

#

Date & Day Of Week		Start Time	End Time	Summarized Scenes:
	☐ INT ☐ EXT ☐ BOTH			

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Conditions:

Provisions (Office Use Only) ☐ May Not Control Sidewalks ☐ Must Allow Disability Access
☐ Camera: Handheld / Tripod only ☐ Sidewalks Only

FILM SF LOCATIONS PAGE

*Please indicate one location per section; identify cross streets

#

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Exhibit B: General Guidelines and Information for Filming in San Francisco

Filming on City streets and neighborhoods is coordinated through the San Francisco Film Commission (Film SF), which makes referrals to other City departments depending on the particular needs of any given production.

The foundation of all productions approved to film on City property is the submission of a Use Agreement, insurance certificate and payment of use fees pursuant to San Francisco Administrative Code Sections 57.1 et seq. ("Chapter 57").

Under San Francisco Administrative Code Section 57.9, the Executive Director or the Director's designee may issue a citation imposing an administrative penalty in an amount of up to three times the applicable use fee to any person or production company who has violated Chapter 57.

Film SF requires up to five full business days to process a permit. There is no guarantee a permit can be processed if it is received outside this time frame. Productions that involve coordination with other City departments require more time to approve a permit.

It is highly recommended that you contact Film SF to discuss your production. For more involved productions it will be necessary to make an appointment to discuss the particulars of your production or schedule an onsite location visit to coordinate the details.

Productions may require SFPD officers depending on the complexity of a shoot, the need for traffic control or whenever Film SF or SFPD deem it necessary. For more details see Exhibit C: San Francisco Police Department Film Production Guidelines.

Productions requesting street or lane closures are arranged through SFMTA.

Street parking for productions must be posted 24 to 72 hours prior to the posting going into effect. See Reserve parking for your film production for more details. Parking in commercial areas may have restrictions during commute hours.

The hours of filming in residential areas are restricted from 10:00pm to 7:00am. Productions are permitted during the restricted hours with the consent of Film SF, pending the submission of a completed Filming Survey. See Get feedback from locals about your off-hours shoot for more details.

Productions must notify residents and businesses 72 hours in advance for the use of 8 or more parking spots, lane or street closures, simulated violence or explosions, filming between the hours of 10pm-7am, certain drone/UAS activity over moving vehicles or pedestrians, and intermittent traffic control for 4 or more hours. Film SF may require additional film notifications on a case-by-case basis. See Notify locals about your film shoot for more details.

Production companies are required to provide Film SF and the SFPD (when applicable) with copies of shooting scripts and location schedules.

Productions using UAS (unmanned aircraft system) are required to follow specific guidelines as directed by Film SF. See Use a drone for your film shoot for requirements.

No littering is permitted and all garbage must be cleaned up completely when leaving the location. See Tips and resources to minimize your production's environmental impact.

The public must not be deprived egress or ingress to private or public property (no blocking driveways, alleys, doorways, handicapped access). Productions cannot block public right-of-way including for catering or craft services.

Production companies that need to post directional signs steering crew members to their destinations, see Department of Public Works Guidelines for Posting Signs.

Productions working in San Francisco for more than seven days are required to obtain a business license. The business license application must be filed with the office of the Treasurer and Tax Collector.

Exhibit C: San Francisco Police Department Film Production Guidelines

Request for Police Services - Administrative Code Section 10-B

Any person, corporation, firm or organization desiring additional personnel of the San Francisco Police Department, for law enforcement purposes within the City and County of San Francisco, may request the Chief of the Police Department, or his/her designee, to provide such personnel to perform such services in the number he/she determines to be necessary to perform the services. The Police Chief may also discontinue providing services at any time.

In accordance with the provisions of San Francisco Administrative Code Section 10-B, it is the policy of the Chief of Police to provide, or not provide, police personnel to monitor and assist film production companies while filming in public areas of San Francisco. Film production companies may be required to have police services provided.

All requests for police services shall be directed to Film SF which will forward the request to the Police Law Enforcement Services (PLES) Officer as designated by the Chief of Police. A contact by a representative of the Production Company must be made by email to Film SF in a timely manner prior to the start of filming. Film SF will forward requests on behalf of the production to SFPD. A written agreement must be completed to finalize the request and constitutes a revocable agreement to the production company from the Police Department to provide such services. Police services shall only be obtained through the PLES Unit.

Rate of Billing
Pursuant to San Francisco Administrative Code Section 10-B, the rate of billing for officers assigned shall be at time and one half.

Billing Procedures
The Police Department will follow the billing procedures set forth in Administrative Code Sec. 10B. A **deposit** for police services will be required in advance. The Police Department representatives will determine the amount of deposit after an evaluation of the estimated police services. The pay period for the San Francisco Police Department is a two-week period, ending every other Friday. Any billing will be mailed during the latter part of the following week after the end of the pay period. Upon submission of a request for police services by a production company, a representative of said company shall furnish Film SF, in a timely manner, the following information:
· Filming schedule
· All locations and approximate daily call times
· Detailed description of any stunt, chase scene, special effects, etc.
· Billing information·

Officers
While detailed pursuant to Administrative Code Section 10-B, the officers' sole employer is the City and County of San Francisco. Officers are to perform police related duties only i.e., traffic control, pedestrian and crowd control. Officers assigned to film details have two basic objectives; one is to maintain a police presence and protect the City's interest; the other is to assist the Production Company as much as possible, within these guidelines in completing their filming. Officers assigned to details shall take appropriate police action whenever criminal activity is observed or when a citizen requests their assistance.

Police personnel will not be permitted to appear on film as part of the actual production (its commercial intent), without prior approval of the Chief of Police. "Appearance" refers to any activities, no matter how minor, which are filmed and which are under the direction of the production company. Thus, even a shot containing an officer in the background would be an appearance if the officer was directed by the Production Company to be where he/she is.

Officers appearing in productions shall do so as secondary employment. Secondary employment requests would be submitted and all department regulations in this regard would be applicable. However, Departmental General Orders prohibits the use of Departmental issued equipment during the course of secondary employment without the express consent of the Chief of Police.

Labor Disputes (or demonstrations):
The Police Department will not assign officers pursuant to Administrative Code Sec.10-B to work at the location of an organized labor strike or other demonstration. The Police Department may at its discretion, assign officers to keep the peace as it would at any other event or location. Officers detailed to film productions shall not be directed to guard production equipment. Officers are to perform police related functions only. If equipment or material cannot be moved from an area where it may create a public hazard then an officer shall remain on location.

Equipment and Facilities
Any equipment, e.g., 3-wheel motorcycles, solos, etc., that is used by officers detailed to film productions, may be billed to the production company accordingly.

Rates for equipment to be determined, on as needed basis, by the Chief of Police or his/her designee.

Police Department equipment or the interior of police facilities will not be made available to production companies without the approval of the Chief of Police. Arrangements can be made through the Department Coordinator to take still photographs of equipment and facilities so that reproductions can be made.

Patches and decals of the San Francisco Police Department, uniforms, etc., shall not be provided without the approval of the Chief of Police.

Extensive technical advice regarding the San Francisco Police Department will not be provided. Technical assistance may be acquired through secondary employment guidelines.

All stunts, chase scenes, special effects, etc., shall be reviewed for approval by Film SF and the Police Department Coordinator.

Exhibit D: San Francisco Municipal Transportation Agency Municipal Railway Facilities and Equipment

The terms and conditions stated in this **Exhibit D** to the Use Agreement shall apply to any use of SFMTA Resources during any Production filmed in San Francisco. "SFMTA Resources" means any facility, vehicle, equipment, intellectual property (including trademarks), personnel time, or other services or assets provided by the San Francisco Municipal Transportation Agency (SFMTA), including the San Francisco Municipal Railway ("Muni"). "Production" means any filming, photography, video recording, or related creative activity that involves the use of SFMTA Resources.

The SFMTA is a department of the City and County of San Francisco. No person or entity shall be authorized to use or film SFMTA Resources—or impact any Muni or other SFMTA operations—without a duly executed Use Agreement containing this **Exhibit D** and complying with its terms and conditions, including, but not limited to, paying any applicable fees or charges.

Terms and Conditions:

1. **Production.** The SFMTA understands that the Production may feature SFMTA Resources either prominently or only incidentally during the normal course of the SFMTA's operations. The Contractor shall not intentionally alter, manipulate, or misrepresent the appearance of any SFMTA Resources in a manner that portrays unsafe, negligent, or unlawful operations. Any scenes that prominently feature SFMTA Resources in staged or non-routine settings must be submitted for review and approval by the Director of Transportation, or their designee, before public release.

2. **Use.** The Director of Transportation, or their designee, shall have the right to designate the specific locations of facilities and time periods for use of SFMTA Resources in the Production. The Director of Transportation, or their designee, shall have the right at any time to inspect the site or use, and in the event of emergency, to take such action as may be required for the protection of persons or property.

3. **Costs.** The Contractor shall be responsible for two categories of payments to the SFMTA: a Use of Image Fee and Reimbursement of Costs.

   (a) **Use of Image Fee.** The Use of Image Fee is a standard fee set forth in Exhibit E (Daily Use Fees and Payments Owed to Other City Departments) and applies when SFMTA trademarks are prominently featured in the Production. This includes, but is not limited to, situations where:

   (i) SFMTA trademarks are a primary visual focus rather than incidental background;

   (ii) They play a meaningful role in the marketing or promotional materials; or

   (iii) They receive significant screen time or close-ups.

   Applicability of the Use of Image Fee will be determined by Film SF. If the Contractor charters a Muni vehicle or uses a Muni vehicle for hop-on, hop-off service, the Use of Image Fee shall be included in the applicable charter or service fee and shall **not** be charged separately.

   (b) **Reimbursement of Costs.** The Contractor shall reimburse the SFMTA for all direct costs the SFMTA incurs in connection with the Production. These may include, but are not limited to:

   (i) Use of SFMTA personnel, vehicles, equipment, or facilities;

   (ii) Administrative expenses; and

   (iii) Any other SFMTA Resources provided to support the Production.

   (c) **Invoicing and Payment.** Following completion of the Production or use of SFMTA Resources, the SFMTA will issue a consolidated invoice to the Contractor. The invoice will include:

   (i) All applicable Use of Image Fees (unless already included in vehicle charter or hop-on, hop-off service fees); and

   (ii) All reimbursable costs incurred by the SFMTA.

   The invoice will include a copy of the original cost estimate prepared by the SFMTA prior to execution of the Use Agreement—which estimate is intended to inform the Contractor of anticipated charges but is not binding and does not limit the actual invoiced amount. Payment shall be made within the time period specified in the invoice by certified check, cashier's check, money order, or ACH direct deposit.

All check or money order payments shall be made payable to "San Francisco Municipal Transportation Agency" and mailed to:

San Francisco Municipal Transportation Agency
Finance & Administration Division
One South Van Ness Avenue, 8th Floor
San Francisco, CA 94103
ATTN: SFMTA ACCOUNTING

4. **Advertising & Signs**. No signs, posters, or similar devices may be placed, displayed, or maintained in public view within or above the production area without prior written approval of the Director of Transportation, or their designee. Any unapproved signs or devices will be removed at the expense of the Contractor. If the Director of Transportation, or their designee, requires the placement of specific signs, the Contractor shall be responsible for acquiring, constructing, installing, displaying, and maintaining such signs at its own expense. Advertising signs or posts already installed on SFMTA vehicles or facilities under existing transit advertising contracts may not be removed without prior written consent from the applicable advertising contractor.

5. **Insurance.** Please see Section 15(j) of the Use Agreement for insurance requirements related to the use of cable cars, trolley cars, or light rail vehicles.

6. **License.** The SFMTA is the sole and exclusive owner of various intellectual property that it uses in connection with its transit services and products it offers to the public, including, but not limited to, the following trademarks/service marks, which image(s) may be visible on a Muni vehicle, SFMTA parking meter, or other SFMTA equipment or facilities filmed under this Use Agreement:

   (a) Muni® (word mark) – identifies transit services provided by the SFMTA

   (b) Muni Ribbon logo™ – visual mark associated with Muni vehicles and branding

   (c) Muni Sunset Vehicle Livery™ – distinctive design and color scheme used on Muni vehicles

   (d) The O'Shaughnessy design™ (stylized "S.F. Municipal Railway" and design) – used historically and in commemorative or heritage contexts

   (e) SFpark® – identifies the SFMTA's parking management services and related programs

   (f) SFMTA logo™ – identifies the SFMTA as a provide of transportation services and infrastructure

   The SFMTA grants the Contractor a license to use such trademarks/service marks in connection with the Production authorized under the Use Agreement. The Contractor may not use these trademarks/services marks for any other purpose without the express permission of the SFMTA.

7. **Notices and Communications.** This provision applies exclusively to requests for approvals required by the Director of Transportation, or their designee, under this **Exhibit D**, and other notices and communications with the SFMTA in connection with this Use Agreement and the production. All such requests, notices, and communications shall be submitted to the following designated position:

   Head of Construction and Filming Coordination
   Transit Special Operations
   San Francisco Municipal Transportation Agency
   1 South Van Ness Avenue, 7th floor
   San Francisco, CA 94103

Exhibit E: Daily Use Fees and Payments Owed to Other City Departments

A daily use fee is required for each day of filming or parking. Payment is accepted via check, money order, credit card, or electronic funds transfer (ACH or Federal Wire System). Checks should be made payable to the San Francisco Film Commission. **Daily Use Fees are as follows:**

- Still Photography: $200 a day
- Commercial, Corporate Media, Industrial Media, Videos, including but not limited to, Music Videos and Web Videos: $300 a day
- TV Series (each episode), Movie, Pilot, Web Series (each episode), Short Subject, and Documentary:
    - For a production with a budget of less than $100,000: $100 a day
    - For a production with a budget of $100,000 to less than $500,000: $300 a day
    - For a production with a budget of $500,000 or greater: $500 a day

A copy of the total budget estimate is needed to qualify for the reduced rates. Otherwise, the fee is $500 per day.

Qualifying student productions, and productions created by or for entities that are tax-exempt under sections 501(c)(3), 501(c)4,1 or 501(c)(6) of the Internal Revenue Code are exempt from the above-listed use fees in accordance with the Film Commission's guidelines. Proof of non-profit status such as a copy of the IRS Determination Letter must be provided in order to qualify.

These daily use fees are charged on a **per day basis**, no matter how many locations are listed on Exhibit A: Film SF Identification Page and Locations Page. If a production fits multiple film categories, it will be charged the highest fee. Payment must be made prior to issuing permit. If a production is filming for three or more consecutive weeks, a deposit of five daily use fees is required prior to permit issuance. Productions can receive a refund for daily use fees if they cancel their permit or location day up to 24 hours in advance of filming. Note this cancellation policy only applies to Film SF daily use fees. Credit card processing fees are non-refundable.

Payment to Other City Departments
Productions (Contractors) are responsible for paying other City Departments related to film activities. Below is information on when an invoice is due and how payment is made.

City Department	When is a Contractor Billed?	When is Payment Due?
San Francisco Police Department (SFPD)	SFPD provides an estimate to Film SF who then sends it over to the Contractor with payment link.	100% deposit due directly to Film SF and prior to permit issuance. Any remaining balance or refund will be accounted for after services are rendered by SFPD.
San Francisco Municipal Transportation Agency (SFMTA) - Use of Image Fee	SFMTA provides the production with a cost estimate directly.	SFMTA provides the production with a final invoice after services are rendered.
San Francisco Municipal Transportation Agency (SFMTA) - Charters or Inspectors	SFMTA provides the production with a cost estimate directly.	SFMTA provides the production with a final invoice after services are rendered.
Other departments: Port, Sheriff's Department, PUC, DPW.	Invoicing and billing varies for each City department. Contact Film SF for more information: film@sfgov.org (415) 554-6241	Some City departments may require payment prior to services being rendered. Contact Film SF for more information.