



Specific Procedures for Filming at Santa Monica - Malibu Unified School District

The Santa Monica Malibu Unified School District (the District) is a Film Friendly District. The Theater Operations Office is staffed with industry professionals who are here to bridge the needs of the production companies and the schools. The Theater Operations Office handles all aspects of filming from permissions, releases, agreements, permitting and facilitates all parts of the filming process.

Filming is not allowed to negatively impact school activities. All care will be given to minimize distraction and interruption by filming. The District also appreciates the positive aspects that filming brings, including showing off the school and its students in a positive light, as a teaching opportunity of a primary industry in our communities and as a source of needed revenue to enhance school facilities.

In support of these goals, the District allows filming and recording on District property in the following categories: In-house productions, including student films; News and Documentary Filming; and Commercial Filming and Recording. This procedure is specific to Commercial Filming and Recording. Non-profit and/or independent filming is included in Commercial Filming.

All Commercial Filming is managed by the Theater Operations Office. The following regulations apply to all Filming or Recording of District Facilities:

1. Terms:
 - 1.1. Small Crew Still Photography and Filming will be designated as cast and crew of twenty or fewer. Additional sized cast/crew will be charged the commercial rate.
 - 1.2. The District does not offer reduced rates for student, non-profit or independent filming.
 - 1.3. Prep/Strike Days are charged one-half of the daily filming rate. Hold days are negotiated as part of the agreement.
2. Insurance: The following minimum insurance will apply unless specifically changed in the rental agreement.
 - 2.1. Small Crew Still Photography and Filming will require General Liability coverage of \$1 million dollars aggregate.
 - 2.2. Large Crew Still Photography and Filming will require General Liability coverage of \$1 million per occurrence and \$2 million dollars aggregate.
3. Use of Facilities: Please see General Procedures.

4. Machinery, Flammable Materials and Equipment: Please see General Procedures.
5. Personnel: Please see General Procedures.
6. Catering: Catering service may be arranged by the Licensee, subject to prior approval by the Director of Facility Use. Location of catering vehicles, serving lines and eating areas must be prearranged. Licensee will be charged for clean-up of food preparation and serving areas as necessary. The dispensing or sale of alcoholic beverages is strictly prohibited.
7. Parking: Parking is not guaranteed unless stated in the rental agreement. The District will work with production companies to provide needed working truck and other parking.
8. Signage and Advertising: All Temporary banners and signage must adhere to the Signage Procedures in the section below.
9. Copyright License: The Licensee shall secure, at its sole cost and expense, all applicable copyright licenses to film any third party signage or logo located on the Premises.
10. Filming Rights: The District herein irrevocably grants the Licensee the right to use, photograph and record (including without limitations by means of motion picture, still or video device photography) the Premises (the "Recordings"), including any signs located thereon that identify the Premises as the School Site, subject to the limitations set forth below. Licensee shall have the right to refer to the Premises or any part thereof by any fictitious name and the right to refer to any real or fictitious events as having occurred on the Premises, provided Licensee has obtained necessary approvals, if any, prior to such use.
 - 10.1. Notwithstanding the above grant of rights, in the event the Recordings include any signage or other marks that identify the Premises by name, the District shall be provided absolute prior written script approval that may be granted or withheld at the District's sole discretion.
 - 10.2. Licensee shall have the right and license others to reproduce, edit, distribute, exhibit, advertise, publicize, promote and otherwise exploit the Recordings, exclusively in connection with the current Project in any and all media, whether now known or hereafter devised, throughout the world in perpetuity. Licensee shall be the sole owner of all right, title and interest, under copyright or otherwise, in and to the Project and all Recordings, whether or not included in the Project. Any use of the Recordings in any manner other than as part of the Project is strictly prohibited and restricted. If Licensee requires use of the Recordings in a manner other than as part of the Project, Licensee must obtain prior written permission from the District, which may be granted or withheld at the District's sole discretion.
 - 10.3. Licensee shall indemnify and hold harmless the District from any claim, action or demand made against the District that use of the Recordings is defamatory or an infringement of a party's right of privacy or publicity or other personal or property right, including copyright and trademark infringement.
11. Compliance with Law and Rules: Please see General Procedures.