



BELL CANYON ASSOCIATION
30 Hackamore Lane, Suite 8
Bell Canyon, CA 91307-1001

LICENSE AGREEMENT (Use of Owner's Lot)

This License Agreement ("Agreement") is made this ____ day of _____, 20__ between Bell Canyon Association ("Licensor"), _____ ("Owner") and _____ [Production Company] ("Licensee").

WHEREAS, Licensor is an association of the owners of certain real property known as Bell Canyon Association, consisting of single family homes and common area facilities inclusive of Equestrian facilities, tennis facilities and hiking and biking trails (collectively "the Grounds"), located in the County of Ventura;

WHEREAS, Owner is a member of the Association by virtue of his/her/its/their ownership of the property located in Bell Canyon, California;

WHEREAS, Licensee desires to obtain permission from Licensor to access the Grounds for the purpose of television or theatrical filming, commercial advertising filming and/or still photography and to obtain limited use of the Grounds' streets and lights; and

WHEREAS, Owner desires to be made a party to this Agreement to evidence his/her/its/their understanding of the terms hereof as they apply to the filming activity conducted in accordance herewith;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. REQUIRED PERMITS

Licensee shall obtain and have available for inspection on location, all applicable permits from the County of Ventura Resource Management Agency Planning Division and the Departments of Police, Fire and Transportation, if required by those Departments, as a condition precedent to access the Grounds for any filming activity pursuant to this Agreement.

Licensee is required to comply with all State, County and Local requirements for filming as well as those prescribed in this agreement.

II. SCOPE AND FEES

Subject to the conditions, restrictions and covenants set forth herein, and in consideration for payment of the entrance license fees and security deposits set forth herein, Licensor grants to Licensee a non-assignable entrance license ("Entrance License") allowing access to the Grounds, vehicle travel over its common streets, and use of its lights for the limited purpose of filming, photography and/or recording on the project known as _____ and the preparation and strike activities associated therewith (collectively referred to herein as "Filming Activity"), at _____ [owner's address] ("Location") for _____ days during the

period beginning _____, 20__ and terminating on _____, 20__.
Licensee shall not use the name or title of Bell Canyon, Bell Canyon Association, Bell Canyon Community Center or Bell Canyon Equestrian Center, and shall not photograph, regardless of medium or format, the entrance gates or guardhouse of the Grounds as part of its film project, unless express written consent is provided prior to such use.

This License is personal to Licensee to whom it is granted and shall terminate upon completion of the Filming Activities. In the sole discretion of Licensor, the License may be terminated if Licensee Production Company commits a material breach of this Agreement following written notice and opportunity to immediately cure the breach.

This Agreement must be duly executed by all Parties hereto prior to any Filming Activity taking place within the Grounds. Licensee shall also execute a separate agreement with Owner for permission to engage in Filming Activities upon the Owner's property and obtain permission from any other homeowner whose property may be used for film-related activities including parking of vehicles, positioning of lights, booms, cables and other equipment, camera placement, crew observation, etc.

License fees are set forth in attached Exhibit A and incorporated herein by reference.

III. HOURS OF LICENSED OPERATION AND REMEDIES FOR VIOLATIONS

This License allows access to the Grounds from 7:00 a.m. to 10:00 p.m., with all personnel and vehicles involved in the Filming Activity exiting the Grounds by 10:00 p.m. Exceptions may be made for after-hours Filming Activity on a project-by-project basis in the sole discretion of the Bell Canyon Association Board of Directors.

Overtime fees will be charged as set forth in attached Exhibit A.

In the event of a claim for breach of this Agreement, Licensor or its authorized representative may bring an action for monetary damages in the Ventura County Superior Court. However, Licensor shall not be entitled to injunctive relief that would prevent or inhibit the broadcast, exhibition, distribution or other exploitation of any of Licensee's photography pursuant to this Agreement.

IV. SECURITY DEPOSITS AND FEES

All fees specified in Exhibit A and a refundable security deposit of \$5,000 shall be paid by the Licensee no later than 48 hours prior to commencement of any Filming Activities.

Any additional fees due shall be paid in full within 48 hours after completion of Filming Activity. Additional fees due for overtime and for repair of damages, may be deducted from the security deposit.

V. INSURANCE AND INDEMNIFICATION

Licensee shall provide to Licensor a valid Certificate of Insurance for a comprehensive general liability ("CGL") insurance policy insuring bodily injury to employees, independent contractors, agents, homeowners and their guests with a minimum of \$2,000,000 per occurrence policy limits and insuring property damage to homeowners or their guests for a minimum of \$1,000,000 per occurrence policy limits. "Bell Canyon Association" shall be named as an additional insured on the policy, to the fullest extent permitted by law for all coverage for the duration of Filming Activity. Licensee shall carry Workers' Compensation and vehicle liability coverage.

Licensee to the fullest extent permitted by law holds Licensor harmless and indemnifies Licensor against expenses, judgments, fines, settlements and other amounts incurred in connection with any pending or completed action or proceeding, whether civil, criminal, administrative or investigative to which the Licensor is or becomes a party, by reason of the fact that Licensor granted Licensee this License or by reason of any activities, conduct or action within the Grounds by Licensee, its employees, agents, or contractors unless the liability created in the action or proceeding resulted from the negligence or willful misconduct of Licensor, its employees, agents or contractors, or by any misrepresentation or breach by Licensor hereunder.

VI. SECURITY

If Licensor determines, in its sole discretion, that any Filming Activity requires having an additional security guard to be present at the Owner's Property or elsewhere within the Grounds during Filming Activities to enforce security, the Owner and Licensee shall be notified and the cost of the security services shall be immediately due and payable by Licensee.

VII. NOTICE - PARKING

All vehicles operated by Licensee, its employees, agents, contractors, talent, cast or crew must be parked upon the Owner's property and not upon any street or common area at the Grounds.

Licensee shall provide written notice 48 hours in advance of Filming Activity to any and all residents impacted by the Filming Activity. Notices must be approved by the Bell Canyon Association Manager before distribution. A copy of the approved notice shall also be provided to the security guard in the Guard House.

Licensee's vehicles shall not interfere with driveway access to any neighboring property unless the prior written consent of the neighboring Owner is obtained.

Lunch wagons or related catering vehicles are restricted to the Location unless other parking arrangements are made in advance with a neighboring homeowner.

Licensee crew and vehicles are restricted to the Location used for Filming Activity and must adhere to the Association's security requirements. It is the joint responsibility of the Owner

and the Licensee to enforce this policy because neighbors and Association security cannot distinguish between unauthorized persons and production company staff. In the event of neighbor complaints about wandering crew members, the Licensee shall be required to pay for security guards to supervise and enforce these rules.

VIII. PROHIBITION OF SPECIAL EFFECTS, STUNTS AND DRIVE-BY SHOTS

Due to the inherent aggravation of noise, the increased danger and the general risk associated with drive-by shoots, special effects and/or stunts in an exclusive residential community such as Bell Canyon, such filming activity is not approved or authorized by Licensor. This prohibition includes, but is not limited to, explosions, helicopter landings or low hovering, drive-by vehicle shoots, vehicle crashes or high-speed chases, fires, sirens, simulated gunfire, noxious fumes, irritating chemicals, or any other similar activity that might be deemed offensive or highly annoying.

IX. PROTECTION OF STREETS

Licensee is responsible for protecting the streets of the Grounds from any damage that may arise from parking and use of its vehicles, generators, cranes and other equipment. This includes but is not limited to, the requirement that (1) all trailers disconnected from their tractors must have at least ¾" thick plywood blocks placed under their "landing gear" of sufficient length and width to adequately disperse the weight of the trailer and (2) all parked vehicles must have protective pans or layout board placed underneath.

Licensee shall exercise common courtesy to all owners within the Association and shall not block driveways or impose on the neighbors in any way. Licensee shall maintain quiet noise levels when loading in and out of the Location.

Licensee is responsible for the removal of all trash and debris from the Grounds at the conclusion of the project. A reasonable cleaning fee will be charged if the Grounds are not cleaned to the Licensor's satisfaction, which satisfaction will not be unreasonably withheld.

Licensee is further responsible for repairing or paying for all damages created or caused by the Filming Activity including damage (other than normal wear and tear) to streets, curbs, sidewalks, lights, light posts, landscaping and fencing. Licensee shall notify the Association Manager at the time the Filming Activity is concluded and representatives of each shall jointly inspect the condition of all relevant areas. Within 5 business days, the Licensor shall notify Licensee of all immediately apparent damage and demand prompt correction or reimbursement therefor. Licensor shall notify Licensee within 5 business days of the discovery of any damage that was not immediately apparent which is identified after the joint inspection, to demand prompt correction or reimbursement therefore. Licensee will leave the Grounds and all real and personal property of any kind located thereon, in as good order and condition as it was immediately prior to any use of the Grounds. Licensee will pay for any injury or damage to any real or personal property that may occur directly or indirectly through the use of the Grounds,

without the need for Licensor to first make a claim to Licensee's insurance.

X. LOCATION MANAGER AND SITE MANAGER

Licensee shall have a location manager on site at all times during Filming Activity who shall be responsible for compliance with all terms in this Agreement. The location manager shall respond to any neighbor complaints or concerns as they arise.

XI. OWNERSHIP RIGHTS OF MATERIALS

Nothing contained in this Agreement shall grant, transfer or convey any right or interest to Licensor or Owner in or to any film, stock, negative, disc, element, tape or other material of any kind or nature whatsoever owned by Licensee. No security interest, lien or other encumbrance shall be granted in any property of Licensee in favor of Licensor or Owner pursuant to this Agreement.

XII. GOVERNING LAW AND AMENDMENT

This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement cannot be changed orally, and can be changed only by an instrument in writing signed by the parties hereto.

XIII. ATTORNEYS' FEES

In the event litigation is commenced based upon a claim for breach of this Agreement, the prevailing party shall be entitled to recover in addition to such relief as may be awarded its reasonable attorneys' fees and costs.

XIV. COMPLETE AGREEMENT

This Agreement including attached Exhibit A constitutes the entire agreement and supersedes all other agreements and understandings, both written and oral between the parties with respect to the subject matter hereof. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attachment: Exhibit A

Licensee:
[Production Company Name]_____

Licensor:
Bell Canyon Association

By: _____
_____ (Title)

Homeowner

_____ (Signature)
_____ (Print/Type name)

By: _____

Its President

EXHIBIT A

FEES PAYABLE TO BELL CANYON ASSOCIATION, INC. BY LICENSEE

- A. Filming Activity at a Residence
Hours: from 7 am to 10 pm:

Still Photography:

1. Daily fee for Shoot, Setup and Strike Days: \$_____[\$250-\$300] per day or any portion of the day.
2. Overtime: 10 pm to 11 pm - \$_____[\$300-350] per hour. After 11 pm - \$_____[\$500-\$750] per hour. Overtime will be charged in quarter hour increments.

Motion Photography:

1. Daily fee for Shoot, Setup and Strike Days: \$_____[\$350-500] per day or any portion of the day.
2. Overtime: 10 pm to 11 pm - \$_____[\$500-750] per hour. After 11 pm - \$_____[\$750-\$1,000] per hour. Overtime will be charged in quarter hour increments.

- B. Security and Fee Deposit payable no later than 48 hours BEFORE initial Entry upon Grounds:

1. Payment of 100% of total scheduled fee (daily entrance, setup and strike); and
2. Refundable Security Deposit of \$5,000.

Note: No filming of streets is permitted without securing permission of each affected homeowner and Association.

- C. Licensor's Site Manager Fees

1. \$250 per person per day for all Filming Activity
2. \$125 per day per person for technical scouts
3. Overtime after 12 hours \$75 per hour per person

Make checks payable to: Bell Canyon Association

Approved by Bell Canyon Association Board of Directors – October 9, 2014