



LICENSE AGREEMENT
(Use of Common Areas)

This License Agreement ("Agreement") is made this ___ day of _____, 20__ between Bell Canyon Association ("Licensor"), 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 located in the County of Ventura;

WHEREAS, Licensee desires to obtain permission from Licensor to access the certain common area facilities 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

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 OF LICENSE AND FEES

Subject to the conditions, restrictions and covenants set forth herein, and in consideration for payment of the entrance license fees and security deposit set forth herein, Licensor grants to Licensee a non-assignable entrance license ("Entrance License") allowing access to the common area facilities, vehicle travel over its common streets, and use of its lights for the limited purpose of filming, photography and/or recording as follows:

Prep Date(s): _____	<i>Rate Range: Still shoot - \$1,500-\$2,500 per 12 hour day</i>
Shoot Date(s): _____	<i>Motion film - \$3,500-\$5,000 per 12 hour day</i>
Strike Date(s): _____	<i>O/T – 10% of daily rate per hour</i>
	<i>Prep and strike days – 50% of shooting day rate</i>
Prep Day Fee: \$ / hours	
Prep Day Overtime: \$ /hour	

Shoot Day Fee: \$ / hours
Shoot Day Overtime: \$ /Hour

Strike Day Fee: \$ / hours
Strike Day Overtime: \$ /Hour

Site Representative Fee: \$____, per person per day

Security Guard Fee: \$300, per guard per day

Start Time: 7:00 a.m*
End Time: 10:00 p.m**
Crew Size: ***
Security Deposit: \$ _____

*Start time is defined as when the first Licensee related person or vehicle arrives at the Location.

**Overtime is defined as any time after the End Time. Overtime will be charged in ¼ hour increments.

***Licensee shall be charged \$50 per additional person, if the stated crew size is exceeded.

1. Licensee agrees that persons designated by the Licensee may occupy and use the physical premises and real and personal property as specified in paragraph 2 below, (“Location”) on the above date(s) for the purpose of still photography, filming or videotaping of “_____”- a _____[type of project], inclusive of preparation, strike and shooting days (“Filming Activities”). As used herein Licensee means and includes all persons involved in the production, including sub-contractors and any site representative(s). Licensor is not a member of Licensee and has no obligations or liabilities to Licensee other than as expressly set forth in this Agreement.

2. Licensee may use only the following areas of the Location: _____

Licensee shall have exclusive use of these areas during the periods specified above.

4. As compensation for use of the Location, the location fee stated above will be paid prior to entry onto the Location by Licensee.

5. Licensee, no later than 48 hours prior to entry onto the Location, shall provide a security deposit of \$ _____ which will be held by _____[location company]. Following completion of the production, post-production inspection and repair of any damage, _____[location company] will disburse the deposit to the Licensor for overtime or damage compensation, or to vendors, or to Licensee, as jointly agreed upon by Licensor and Licensee. Licensor shall be compensated for damages from the security deposit held by _____[location company] without first having to submit a claim against the Licensee’s

insurance policy. The amount of the security deposit is not intended as a cap or limitation on any claim for damages for which Licensee may be liable. Licensee shall upon demand remit payment for damages, location fees or other charges in excess of the amount provided as a security deposit. All overtime fees will be paid by Licensee immediately upon completion of the shoot, upon the departure of the last member of Licensee and departure or removal of all equipment from the Location.

6. Licensee will maintain general liability insurance of at least \$1,000,000.00 per occurrence and in the aggregate for property damage and bodily injury, naming Licensor [and location company] as Additional Insureds. A Certificate of Insurance showing all coverage and the Named and Additional Insureds must be provided to Licensor prior to entry onto the Location. Any deductible and all premiums must be paid by Licensee. Licensee shall maintain adequate Workers' Compensation and vehicle liability coverage.

7. Licensee expressly indemnifies and saves and holds harmless Licensor [and location company] from any and all suits, liabilities, costs, and expenses and for any claims arising out of the use of the Location by Licensee. Licensee shall be responsible to pay for all reasonable attorneys' fees and costs incurred by any attorney of Licensor's [and/or location company] choosing, necessary to respond to or defend against any claim brought against Licensor [or location company] arising directly or indirectly out of the use of the Location pursuant to this Agreement.

8. Licensee agrees to leave the Location 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 Location. Licensee agrees to pay for any injury or damage to any real or personal property that may occur directly or indirectly through the use of the Location. All reimbursements must be made by Licensee within 10 business days after presentation of a claim by Licensor to Licensee.

9. This Agreement will serve as a location release. The Licensee and/or Licensee's assignees will own all rights to, interest in, and copyrights to the photographic or digital images shot on the Location. Licensee may exhibit the photographic or digital images to the general public and to all media worldwide in perpetuity for the above mentioned project title and project number.

10. Licensee shall obtain and pay for any and all permits or licenses required for location use by any and all governmental entities or agencies, which shall be obtained in advance of Licensee's first entry onto the Location.

11. Electrical power from the Location, may be utilized which may draw power up to the equivalent of a small house lamp or a small electrical home appliance, as required in a scene. Licensee will be responsible for any additional electrical power required to light the scene or operate equipment. No other utilities at the Location may be used absent prior written consent of the Licensor.

12. 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.

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

14. Interior areas at the Location as specified in Paragraph 2, are to be used for scenes and staging of equipment only, and not for cast and crew resting area. Licensee will provide chairs and tables for outdoor rest and/or dining areas for use by cast and crew. The site representative will provide caution tape and signs designating areas at the Location where Licensee, cast and crew are not permitted access.

15. Parking is allowed at the Location only in specifically designated areas. No one is permitted to park on streets within the Grounds or in any neighboring driveway nor permitted to block street egress/ingress.

16. There will be no smoking, eating, or drinking within the interiors of the Location. If required in a scene, smoking, eating or drinking within the interiors will be permitted with prior notification and consent of Licensor. Consumption of food or beverages shall only be permitted in the exterior designated food services area. Licensee will assure that lay-out board or heavy duty cardboard is placed beneath any food service station or vehicles.

17. No alcoholic beverages or illegal substances are allowed at the Location.

18. Licensee will place lay-out board and/or furniture pads in the interior areas where there will be heavy foot traffic and where equipment will be placed. For exteriors, cardboard will be placed beneath any production vehicles that may be permitted to be parked at the Location.

19. Both Licensor and Licensee along with the site representative will conduct a thorough walk-through and inspection of the Location following completion of the Filming Activities, at a mutually agreeable time, to assess any cleaning and/or repairs that may be needed.

20. All repair contractors and/or sub-contractors are subject to Licensor's choosing and the costs therefor shall be reasonably competitive.

22. Licensee shall assume all risks for each and all attendees for any defects in the condition of the Location, whether patent or latent.

22. Licensor shall not have any liability to Licensee for any of Licensee's property that is lost or stolen during the use of the Location, nor shall Licensor be responsible for any property left at the Location by Licensee following Licensee vacating the Location.

23. In the event of any breach of this Agreement or any dispute between Licensor and Licensee arising out of this Agreement or Licensee's use of the Location, Licensor shall be

limited to its remedies at law for monetary damages, if any, and in no event shall Licensor be entitled to rescind any rights granted to Licensee pursuant to this Agreement, nor shall Licensor be permitted to restrain or enjoin the production, distribution, exhibition or exploitation of the Project, or otherwise be entitled to any injunctive or equitable relief.

24. A cancellation fee of 50% of the total contracted location fee will be charged to the Licensee if notice of cancellation is not received at least two business days prior to the first scheduled entry onto the Location. A cancellation fee of 100% will be charged to the Licensee if cancellation notice is received less than one business day prior to first scheduled entry onto the Location. The cancellation fee shall apply if cancelled for any reason, other than bona fide force majeure, which is defined as an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term "act of God" (e.g., flooding, earthquake, volcano) which prevents one or both parties from fulfilling their obligations under this contract.

25. In the event of a change in weather condition on a scheduled "Shoot Day" which precludes Licensee's use of the Location, Licensee and Licensor agree to reschedule the Shoot Day to the next mutually available date. The rescheduled Shoot Day must take place within ___ days following of the originally scheduled Shoot Day. If additional Prep or Strike days are required for the rescheduled Shoot Day, Strike and Prep fees shall be paid pursuant to the terms stated above.

26. Licensee shall be charged a fee for a decrease in the number of days scheduled for preparation, shooting and strike, if Licensee reduces the number of days after execution of this Agreement. Once Licensee enters the Location pursuant to this Agreement, there shall be no change in fee structure and no refund for unused days or time. Written notice of a decrease in the number of days scheduled must be provided to Owner, no less than two (2) business days prior to Licensee's first scheduled use of the Location. Any notice of a decrease in the number of days scheduled made within two (2) business days of the first scheduled use of the Location will require that the Location fee be paid in full without reduction. Written notice of a decrease in the number of days scheduled made at least two (2) business days prior to Licensee's first scheduled use, will reduce the fee by 50% of the contractual rate for each reduced day of use that Licensee has notified Owner that Licensee will not be using the Location. The presence of Licensee or Licensee's property at the Location is considered use or using the Location.

27. No additional photography other than for use in the Project as specified in Paragraph 1 above is permitted. In the event that Licensee violates this provision, Licensee will be charged \$2,000.00 per photographic incident, for each incident of filming, recording or videography (i.e., B Roll, video-taped interview, etc.) that is filmed or recorded at the Location. If any recording or photographic equipment other than for use in the Project identified in Paragraph 1 above is brought onto the Property with the intention of filming or recording, Licensee must pay Licensor the full filming day rate of \$_____. If any unauthorized footage is taken and is used in any other project, Licensee is obligated to pay Licensor the full filming day rate of \$_____, per airing in any medium (television, commercials, films, websites, webcasts, etc.).

28. Photographic Images taken at the Location shall not be used for any other publication, film, internet, television, and/or video, other than as provided for by this Agreement.

29. No right is granted to Licensee to the ownership of any interior designs, landscape designs or architectural designs or other intellectual property associated with the real or personal property at the Location. Licensee represents that this Production is for use as provided by this Agreement and for no other purpose. Licensee acknowledges and agrees that the Location, including all interior and exterior areas shall not be duplicated or copies for any purpose or by any means, including through use of CGI or the creation of replicas, models, or miniatures.

30. Absent prior written consent from Licensee, Licensor shall not take photographic images, by means of still photographs, video tape or filming of any cast, crew or member of Licensee. Licensor agrees not to disclose orally, in writing, or by means of electronic posting via Twitter, Facebook or other digital or electronic method, to any other person or entity, that the Location is being utilized by Licensee, the identity of the Production, or the identity of any cast, crew or member of Licensee present at the Location pursuant to this Agreement.

31. Licensee is responsible for compliance with all fire and safety laws and ordinances required by the state or local municipalities, regardless of whether or not a fire safety officer is present at the Location. Licensee must consult with any fire safety officer who is present at the Location, in advance of commencing photography, and throughout the use of the Location, to assure that all lighting and electrical usage is in compliance with all fire and safety laws and ordinances. If a fire suppression or sprinkler system is present at the location, Licensee must obtain prior approval from a fire safety officer as to the placement of any lighting or electrical equipment so as not to interfere with the proper operation of the fire suppression or sprinkler system.

32. The following are prohibited without the Licensor's permission :

- a. Attaching or drilling into any part of the existing buildings or structures.
- b. Taping anything to painted surfaces
- c. Any and all pyrotechnic devices
- d. Access to the roof or any part thereof
- e. Usage of phones or utilities.
- f. Bringing animals to Location

33. All persons signing below have full authority and authorization to enter into and execute this Location Agreement.

34. In any action or proceeding between Licensee and Licensor arising out of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, except as provided in paragraph 35 below.

35 Licensee and Licensor agree to mediate any dispute or claim arising between them out of this Agreement or Licensee's use of the Location, before resorting to the initiation of any legal

proceedings. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this provision applies, any party (i) commences an action or proceeding without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney's fees, even if they would otherwise be available to that party in any such action or proceeding.

36. This Agreement is governed by and shall be interpreted pursuant to the laws of the State of California. Any dispute that arises under or relates to this Agreement (whether in contract, tort, or both) shall be resolved in the Superior court for the State of California, in the County of Ventura.

III. SECURITY

If Licensor determines, in its sole discretion, that any Filming Activity requires having an additional security guard present at the Location 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.

IV. NOTICE – PARKING

All vehicles associated with the production must display a valid parking pass issued at the Guard House and must park in designated areas. Passes will be provided to each vehicle by security at the front gate. Vehicles not displaying the pass or illegally parked maybe towed without warning.

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

Licensee crew and vehicles are restricted to the Location used for Filming Activity and must adhere to the Association's security requirements. 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.

V. 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.

VI. 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 is responsible for cleaning up and removing all trash, litter, or debris generated by it during and at the conclusion of its Filming Activities.

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 Association Manager shall notify Licensee of all immediately apparent damage and demand prompt correction or reimbursement therefor. 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.

VII. LOCATION MANAGER AND SITE MANAGER

Licensee shall have a location manager on site at all times during the Filming Activity who shall be responsible for compliance with all applicable conditions set forth in this Agreement. The location manager shall coordinate with Licensor and shall respond to any neighbor complaints or concerns as they arise.

Licensee shall pay for Licensor to have a site manager on site at all times during the Filming Activity, who shall enforce compliance with all applicable conditions set forth in this Agreement and any Park rules.

IX. COMPLETE AGREEMENT

This Agreement 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.

Licensee:

Licensor:

[Production Company Name _____

Bell Canyon Association

By: _____
_____ (Title)

By: _____
_____ It's President

Make checks payable to: Bell Canyon Association

Approved by the BCA Board of Directors October 9, 2014