

Aquarium of the Pacific
Commercial Film-Photo/Location/Off Site Filming Agreement:

OUR MISSION: To instill a sense of wonder, respect and stewardship for the Pacific Ocean, its inhabitants and ecosystems.

The following are guidelines to commercial crews who wish to use the Aquarium of the Pacific as a venue/ or use of animals and staff to film all or part of feature films, television advertisements, television series, music videos, print advertisements, etc.

FILMING REQUESTS:

All requests to film must be made in writing and faxed to Marilyn Padilla, Sr. Media Relations Manager at mpadilla@lbaop.org or 562/590-3109. Requests for filming must include the following information:

- Type of production (feature film, television commercial, etc.), and synopsis of story-line.
- Name of production company (references may be required if production company is unknown to the marketing department of the Aquarium of the Pacific.)
- How many hours or days will the production take?
- How many members of the production crew are there?
- Number of vehicles needed for production?
- Proposed exhibits or areas for filming/photographing and a description of set-up.
- Type of animals to be used.
- Proposed use of animals.

A walk-through with the location manager, director, producer, and other pertinent personnel must be made at least one week in advance, prior to shooting. At this time, size of crew, shooting locations, building access, and parking needs must be addressed and agreed upon. Filming any behind-the-scenes areas must be agreed upon one week prior to shoot date.

REQUIREMENTS:

1. **Content must be consistent and not conflict with the mission of the Aquarium of the Pacific:** To instill a sense of wonder, respect and stewardship of the Pacific Ocean, its inhabitants and ecosystems. The Aquarium marketing staff will review all requests and determine if the nature of the film conflicts or hinders the mission of the Aquarium. **Content of shoot may not conflict with any sponsors of the Aquarium as well.**

Content must not in any way, portray marine animals in a negative manner. Content that contains excessive violence, sexual or adult themes, themes that

depict aquariums or zoos in a negative manner will not be allowed to film on the Aquarium of the Pacific's premises or use its animals for filming.

2. **Must offer advance notice of at least two weeks** before coming to shoot on the Aquarium premises or use of its animals for filming. The Aquarium may be able to accommodate requests earlier than two weeks on a case by case basis. All filming must be supervised by the appropriate Aquarium personnel. Filming during public hours during the Aquarium's summer or holiday season will be subject to approval based on building occupancy and staff availability.
3. **Commercial filming must not inhibit or impede with the visitor experience.** Commercial filming and photography may take place after hours as well as during public hours, depending on the scope of the shoot. Filming may not commence during scheduled night events. Filming which takes place during public hours may be subject to additional charges.
4. **Script approval.** Final scripts must be submitted to the Aquarium's marketing department at least two weeks in advance of the shoot. The Aquarium reserves the right to approve or deny use of the Aquarium's name or image in any context, and to review any scenes involving the Aquarium or its animals.
5. **All filming inside the exhibit tanks must meet with the requirements of the animal husbandry staff.** Divers with equipment can pose a threat to the animals inside the exhibit tanks. As a general rule, the Aquarium does not allow non-diving staff inside the tanks, but can provide Aquarium divers. Exceptions can be made with approval from the animal husbandry staff and dive safety officer based on the diving experience of the underwater photography crew or actors. No underwater filming will be allowed inside the following exhibits: Sea Otter Habitat; Pinniped Habitat; and Diving Birds. Any personnel of the commercial crew who wish dive, must show proof of diving certification before being considered by the dive safety officer.
6. **All crews must provide certificates of liability and automobile insurance, as well as the California statutory limits for workers compensation.** Please see addendum A for insurance requirements and instructions. Contractor shall hold harmless, defend and indemnify Aquarium and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Aquarium.
7. **Commercial filming is not to in any way, to permanently change the look or set-up of the Aquarium of the Pacific.** Aquarium exhibits may not be permanently altered or changed. Any sets brought to the Aquarium must be approved ahead of time. Set construction may be permitted, with prior Aquarium

approval. NO TAPE MAY BE APPLIED TO WALLS OR EXHIBITS. Any materials brought into the building must be removed by members of the crew.

8. **Commercial crews may not store any filming equipment inside the Aquarium unattended.**
9. **Commercial crews are responsible for all damages** that occur during the use of the Aquarium, and must pay for any repairs deemed necessary by the Aquarium.
10. **Power Needs.** Film crews must supply their own power. All power needs must be directed to the facilities manager before the shoot for approval. Since all Aquarium exhibits are surrounded by acrylic, lights must be a safe distance from the tanks to prevent the acrylics from melting. Exhibit lighting may not be altered in any way, without prior approval from the Aquarium's husbandry and facilities department.
11. **Parking.** The Aquarium of the Pacific provides limited space for film crew trailers, vans, and other vehicles. Automobiles may park in the City's Queensway Bay parking structure, located in front of the Aquarium, and pay the \$7 a day fee. Additional parking needs may be provided by the city of Long Beach and permits are required. You may call 562/570-5333 for more information.
12. **Shooting outside as well as inside the Aquarium requires permission from the City of Long Beach.** For more information, call the Special Events Office at 562/570-5333.
13. **Food, drink and smoking are not permitted in the exhibit galleries of the Aquarium, including Kid's Cove, the outside Seal/Sea Lion areas or directly in front of the entrance.** The film crew may make arrangements to provide craft services at a pre-approved location of the Aquarium. **All meals for the crew inside the Aquarium building, including breakfast, lunch and dinner must be provided by the Aquarium's internal catering company, SMG.**
14. **Flammable and noxious substances are not permitted inside or outside the premises of the Aquarium of the Pacific.** In addition, dollies, cranes, loud noises must be pre-approved by the Aquarium staff. Some loud noises may not be permitted due to the sensitivities of our animals.
15. **If the film crew has more than 15 members, it must be supervised by a Municipal Fire Inspector on duty**
16. **Changes or cancellation of shooting schedule must be made with at least 24 hours notice. All changes in production schedule must be approved by Aquarium marketing department.**

- 17. Lighting inside the tank exhibits is normally shut down at 10 p.m.** Some exhibit lighting may be extended later, but only with the expressed consent of the animal husbandry staff. Due to breeding and other natural factors, lighting inside exhibits may not always be extended.

I have read, understand and agree to all of the above guidelines in the Aquarium of the Pacific's Commercial Film/Location Policy:

Signature: _____

Name: _____

Title: _____

Company: _____

Contact Number: _____

Date: _____

Please see the following page for Addendum A

Addendum A Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability:

(Including operations, products and completed	\$1,000,000	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required
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2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Aquarium, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Aquarium, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Aquarium, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Aquarium.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Workers Compensation Insurance Provisions:

1. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Aquarium, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Aquarium, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
2. Waiver of Subrogation will be issued by endorsement in favor of the The Aquarium, its officers, officials, employees, and volunteers.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish the Aquarium with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the Aquarium or on other than the Aquarium's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the Aquarium before work commences. The Aquarium reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the Aquarium for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Waiver of Subrogation

Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide Comprehensive General and Automobile Liability insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to Aquarium, on behalf of any insurer providing Comprehensive General and

Automobile Liability insurance to either Contractor or Aquarium with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer of said Contractor may acquire against the Aquarium by virtue of the payment of any loss under such insurance.

Contact Information:

All certificates of insurance should show the following additional insureds and be sent to the following address:

Additional Insured: Aquarium of the Pacific and the City of Long Beach, and their
Officers, Employees and Volunteers
Aquarium of the Pacific
100 Aquarium Way
Long Beach, CA 90802
Attn: David Kane, CFO

I have read, understand and agree to all of the above insurance requirements related to the Aquarium of the Pacific's Commercial Film/Location Agreement:

Signature: _____

Name: _____

Title: _____

Company: _____

Contact Number: _____

Date: _____