

## **Aquarium of the Pacific Location Policy**

**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 and other crews who wish to use the Aquarium of the Pacific as a venue and/or to use its animals and staff to film/photograph all or part of feature films, television advertisements, television series, music videos, documentaries, print advertisements, etc.

### **FILMING/PHOTOGRAPHY REQUESTS:**

**All requests to film/photograph at the Aquarium of the Pacific must be made online at [aquariumofpacific.org/locationshooting](http://aquariumofpacific.org/locationshooting) under “Submit Your Proposal” or faxed to Adrian Samora, at 562/590-3109.** Requests 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)
- Name of Client (if applicable)
- Total hours or days the production will take
- Total crew size (crew is defined as all people working on location, including talent)
- 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
- Your complete contact information

**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 its animals for filming. The Aquarium may be able to accommodate requests less than two weeks on a case-by-case basis. All filming must be supervised by the appropriate Aquarium personnel. Filming during public hours 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, its animals, and/or staff.
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 personnel 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/underwater experience of the underwater photography crew or actors. The exhibit most typically approved is the Tropical Reef Habitat. No underwater filming will be allowed inside the following exhibits: Sea Otter Habitat; Seal/Sea Lion Habitat; Diving Birds; and the June Keyes Penguin Habitat. Any personnel of the commercial crew who wish to dive, must show proof of open-water diving certification from a recognized agency before being considered by the dive safety officer and must sign a dive waiver. Dive safety officers assigned to a shoot are there only for dive safety. For divers for use as extras or to assist the crew in a scene, prior written arrangements and approval must be granted by the Aquarium.
6. I understand that the Aquarium of the Pacific requires its gear to be used for any shoots involving a person/people in the water. **Should a production wish to bring non-aquarium props, gear, or wardrobe inside an exhibit, it must first be approved at least two business days in advance by the animal department.** I agree that any items worn or brought into the exhibit shall not have sharp edges, beads, sequins, or any pieces/chemicals that can harm the animals if ingested or if in contact with them, including but not limited to gels, hairspray, garments with non-natural dyes, as well as items that can cause damage to the acrylic windows or other parts of the exhibit, etc.
7. **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 the City of Long Beach and their officers, officials, employees, directors, 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.
8. **Commercial filming is not to in any way 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.
9. **Commercial crews may not store any filming equipment inside the Aquarium unattended.**

10. **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.
11. **Power Needs.** Film crews must supply their own power. All power needs must be directed to the facilities manager before the shoot for approval, and lighting plans must be presented to the life support manager in advance as well. 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 nor may additional lighting or props placed above exhibits, without prior approval from the Aquarium's husbandry and facilities department. The Aquarium does not allow crews to hang lights over exhibits without first properly securing them and using covers that prevent exploding light bulbs from entering the exhibits. Crews in the Tropical Reef Gallery must cover the two sea dragon exhibits prior to turning on any lights. Covers must remain on until lights are turned off.
12. **Parking.** The Aquarium of the Pacific may be able to provide limited space for film crew trailers/vans/vehicles, such as grip and electric, by gate #2. Those requests must be made in advance and include the length of the proposed vehicles. Automobiles may park in the City's Queensway Bay parking structure, located in front of the Aquarium, and pay the \$8 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.
13. **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.
14. **Food, drink, and smoking are not permitted on the Aquarium property or directly in front of the main entrance.** The film crew may make arrangements with Premier, the Aquarium's in-house caterer, 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, Premier.**
15. **Flammable and noxious substances are not permitted inside or outside the premises of the Aquarium of the Pacific.** In addition, dollies, cranes, and loud noises must be pre-approved by the Aquarium staff. Some loud noises may not be permitted due to the sensitivities of our animals.
16. **If the film crew has more than 15 members, it must be supervised by a Municipal Fire Inspector on duty, which is arranged through the City of Long Beach's Special Events and Filming Office. If a crew has more than 30 members, a roaming Aquarium security officer is also required.**
17. **Security. Productions agree to contact the Aquarium's security officer on duty or location rep to report any suspicious activity or persons not involved in the shoot in the vicinity of the production.** Generally shoots are required to enter through a special access gate near the set, such as gate #2. **Each member of the production must obtain a badge from the security officer staffing the gate for the shoot. Badges must be worn at all times while at the Aquarium. Production must provide a copy of the call sheet to the Aquarium in advance.** The Aquarium's security officers are trained in CPR and first aid, emergency evacuations, and other emergency scenarios. **If there is a medical issue or emergency, please immediately call the Aquarium's security dispatch at 562-951-1733** or notify the Aquarium security officer staffing the shoot or the Aquarium location rep so they can contact the Aquarium's security team, which is trained in first response and can coordinate

with outside first responders from 911 arriving on the scene. **All Productions are required to provide a copy of the Aquarium's evacuation exits to everyone on the call sheet for shoots at the Aquarium.**

18. **Shooting in the electrical/boiler rooms below California Terrace/Penguins requires a minimum of two lifesupport/facilities staff members and may require more for safety depending on the area used and the nature of the shoot.**
19. **Changes or cancellation of the shooting schedule must be made with at least 24 hours notice. All changes to the production schedule must be approved by Aquarium marketing department.**
20. **Most lighting inside the tank exhibits is normally fully shut down at 9 p.m.** Some exhibit lighting may be extended later, but only with the expressed prior consent of the animal husbandry staff. Due to breeding and other natural factors, lighting inside exhibits may not always be extended.
21. **Production company understands that it is responsible for seeking permission from artists to include in its shots artwork and/or music that is on display at the Aquarium of the Pacific.** Producer understands that advance notice should be given to the Aquarium of the Pacific's Media Relations Department during or before the technical scout so Producer can contact the artist(s) for permission in advance of the shoot.
22. **Generally, the Aquarium does not allow filming in restrooms.** All requests to film in restrooms (public or employee) must be requested in advance in writing and must only be done if the Aquarium approves the closure of the restroom. Filming in restrooms that are closed to the public/staff may not commence until the Aquarium has a film monitor staff member inside.
23. **The Aquarium generally does not allow commercial shoots to take place during overnights (sleepovers). If your shoot does take place during an overnight program, production agrees to avoid sleepover areas until 7:30 a.m.** This includes sleeping areas and tour areas. Violation of this policy may result in halting the production and other penalties.
24. **Only the crew is allowed on location during the production. Therefore, guests of crew or any children, adults, or pets that are not covered under the production's insurance are not allowed.**
25. During the planning and filming, the production company and crew may have access to confidential or proprietary information. **All crew members and the production company must obtain Aquarium permission before releasing any information, video, or photos about the Aquarium, its animals, staff, or guests in any public media, including Twitter, Instagram, Flickr, Facebook, YouTube, or any social media whether settings are public or private.**

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

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## **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: **\$1,000,000**  
**\$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
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: Anthony Brown, CFO

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I have read, understand and agree to all of the insurance requirements related to the Aquarium of the Pacific's Location Policy and Addendum A Insurance Requirements:

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Contact Number:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## AQUARIUM OF THE PACIFIC LOCATION CHECK LIST

**To secure your date:**

\_\_\_\_\_ **Submit a film/photo shoot proposal** at [aquariumofpacific.org/locationshooting](http://aquariumofpacific.org/locationshooting) .  
(click on "Submit Your Proposal")

\_\_\_\_\_ **Provide the fully-executed Aquarium Location Policy/Addendum A**

\_\_\_\_\_ **Submit a certificate of insurance.**

(Must include as detailed in Addendum A of the Aquarium's Location Agreement:

- \$1 million in general liability, workers comp, and auto
- Include the following wording in the description section "A waiver of subrogation is granted in favor of the additional insured"
- The additional insured section must include the following wording "Aquarium of the Pacific and the City of Long Beach, and their Officers, Employees, and Volunteers"

\_\_\_\_\_ **Provide your billing information.**

(Company name, address, phone, fax, and contact name and contact phone)

\_\_\_\_\_ **Provide a copy of your script.**

(For reality television an episode synopsis or outline / For photography a storyboard or mockup).

**Prior to filming:**

\_\_\_\_\_ **Schedule a Technical Scout** (one week prior)

\_\_\_\_\_ **Provide a copy of your City of Long Beach permit**

Additional paperwork may be required depending on the nature of the shoot, i.e. copy of open water SCUBA dive certification and signed dive waiver for SCUBA/snorkeling, signed Animal Encounter Agreement for interacting with the sea lions, sea otters, sharks, or penguins, etc.