

Aquarium of the Pacific Location Policy as of 11.4.22

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

During the pandemic, our policies have changed and are subject to change for everyone's safety.

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 under "Submit Your Proposal." 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
- 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 in each specific area, shooting locations, building access, parking needs, and social distancing/safety and sanitation plans 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 or its [Guiding Principles](#). **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 shoots must be supervised by the appropriate Aquarium personnel. Filming/photography during public hours will be subject to approval based on building occupancy, COVID-19 rules, staff availability, and other factors.

3. **Commercial shoots must not inhibit or impede with the visitor experience.** Commercial filming and photography generally take place after hours. Sets shall be closed to the public and non-essential cast/crew members.
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 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 and additional paperwork. 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. Please note: Diving is not currently being offered to the public or productions due to the pandemic.
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 at least one week prior to filming along with endorsement pages. If corrections are required on the insurance, the final corrected certificate of insurance will be provided to the Aquarium at least three business days in advance.** 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/photography 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. As a general rule, the Aquarium does not allow productions to borrow its items. If a production would like to propose use/rental of Aquarium items such as carts, tables, or chairs, or Aquarium props, the production must make the request in writing at least three business days prior to the shoot to allow time for the review/approval process on the request and for the rental fees to be applied to the invoice if the request is approved.

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.** Commercial 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 must cover the seadragon, Tentacles & Ink, and Delta smelt exhibits, and any others determined necessary by the animal husbandry department, prior to turning on any lights near those animals. Covers must remain on until lights are turned off.
12. **Parking.** The Aquarium of the Pacific may be able to provide limited space for crew trailers/vans/vehicles, such as grip and electric, in its bus zone. 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.** This must be done outside of the Aquarium's fences and property. The crew may inquire about arrangements with SAVOR, the Aquarium's in-house caterer, to provide craft services at a pre-approved outdoor location of the Aquarium. **All meals for the crew inside the Aquarium building, including breakfast, lunch, dinner, and snacks must be provided by the Aquarium's internal catering company, SAVOR.** Production should ensure proper social distancing for crew for their meals/snack times and ensure that eating and drinking only take place in approved outdoor areas during the pandemic. Production should also ensure that all trash and recyclables are properly disposed of, that the Aquarium is left clean of Production trash after the shoot, and that areas used by the production are properly sanitized by crew after use. Production will sanitize locations used upon wrap using EPA-registered disinfecting methods and supplies with a claim against SARS-CoV-2 and approved by the Aquarium for each type of surface.
15. **Flammable, noxious, toxic, and reactive substances are not permitted inside or outside the premises of the Aquarium of the Pacific.** If you are unsure if a substance is allowed,

including substances that can react with water and potentially cause harm to people, animals, or property, please disclose it in writing at least a week prior to the Aquarium of the Pacific for review by the Aquarium. 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 production 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 production has more than 30 members or takes place during the COVID-19 pandemic, a roaming Aquarium security officer is also required. There may be additional restrictions on the number of people permitted in any given area to ensure proper social distancing. In addition, the Aquarium will provide a safety briefing on each day of the shoot prior to entering the property or commencing production work at the Aquarium. All people coming to the Aquarium for the production are required to attend the safety briefing. The production will appoint one member of their team who will be on set throughout the production each day to be responsible for enforcing all safety protocols set forth by the Aquarium and will notify the Aquarium's location rep of that person's name and cell phone number.**

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.

- Lysol* sanitizer spray must be used between takes (unless it is above open-water exhibits). If above open-waters exhibits such as touch pools, wipe down hard touchable surfaces with Lysol, Clorox or a 70% or more alcohol-based wipe. *If you have something equivalent that is rated for COVID-19 disinfection, please submit the product information to the Aquarium's PR Department at least 2 business days in advance for the approval process.
- Shoot must be in accordance with Long Beach Health Department Orders and their safety procedures, and production must sanitize the areas they use with Lysol, Clorox or a 70% or more alcohol-based wipe after use. Permit must be coordinated with the City of Long Beach's Filming Office.

Those experiencing COVID-19 symptoms such as sore throat, cough, congestion, fever, headache, body aches or chills, nausea, vomiting, diarrhea, or recent loss of taste or smell will not be permitted to enter, and production must provide proof that they have surveyed anyone they plan to bring to the Aquarium with the production and that they have answered no to having those symptoms. Those who have had close contact with someone with COVID-19 and are NOT experiencing symptoms, are to wear a mask (KN95 or N95) and maintain social distance of at least six feet from Aquarium staff members. If those who have had close contact with someone that has COVID-19 and they cannot isolate from the person who has COVID-19 (there is continuous exposure such as someone they live with and cannot isolate from them), will not be permitted to enter. Everyone must follow all posted signs and directions from the Aquarium's staff regarding social distancing, traffic flow, closed areas, and other safety protocols.

Numerous hand-sanitizing stations are located throughout the Aquarium, and we ask that everyone use them after touching a surface. Shoot areas will be subject to frequent cleaning and disinfecting by Aquarium staff. **Production must provide a copy of the call sheet to the Aquarium in advance along with its COVID-19 safety protocols. Additional protocols may be added or amended. Those who do not follow the safety protocols of the Aquarium are subject to removal.** 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 along with a copy of the [Aquarium's health and safety protocols/requirements](#).**

17. **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.**
18. **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.** The Aquarium reserves the right to cancel a production at any time, including but not limited to a force majeure event, COVID-19 business impacts that prevent it from being able to staff the production, or production not following COVID-19 safety requirements.
19. **Most lighting inside the tank exhibits is normally fully shut down at 8:00 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.
20. **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 Public Relations Department during or before the technical scout so Producer can contact the artist(s) for permission in advance of the shoot.
21. **Generally, the Aquarium does not allow filming/photography 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.
22. **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.**
23. During the planning and filming/photography, 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.**

24. By entering the Aquarium of the Pacific, Production and all people brought to the Aquarium of the Pacific in connection with the production agree to hold harmless the Aquarium of the Pacific, its staff, Board of Directors, and the City of Long Beach from any resulting injuries, illnesses, or other inherent risks to all people brought to the Aquarium of the Pacific for the production, including potential exposure to COVID-19.

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**

(Follow on next page)

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, their agents, representatives, employees or subcontractors. Insurance should be "Primary and Non-Contributory" coverage.

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**
(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
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

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: _____

Date: _____

(Continues on next page)

Contact Number: _____

AQUARIUM OF THE PACIFIC LOCATION CHECK LIST

To secure your date:

_____ **Submit a film/photo shoot proposal** at aquariumofpacific.org/locationshooting .
(click on "Submit Your Proposal")

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

_____ **Submit a certificate of insurance at least one week prior.**

(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"
 - Endorsement pages must be included
 - Insurance should be "Primary and Non-Contributory" coverage
- If any of the above is missing or incorrect, the final complete and correct certificate of insurance must be provided to the Aquarium's PR department at least 2 business days prior.

_____ **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).

_____ **Provide a copy of your COVID-19 safety protocols and safety/sanitation plan for the shoot at the Aquarium.**

_____ **COVID-19 waivers signed by everyone coming to the Aquarium for the production** (no more than three days prior to the shoot, but submitted at least one day prior to the shoot)

Prior to shoot:

_____ **Schedule a Technical Scout** (at least one week prior)

_____ **Provide a copy of your City of Long Beach permit**

Day of shoot:

_____ **Provide full payment**

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., when those activities are offered again at the Aquarium.

