



FILM REGULATIONS

1. An Applicant shall comply with all conditions or restrictions of the Film Permit.
2. **Submittal:** An Applicant will be required to submit a completed Film Permit Application seven (7) business days (weekends and holidays are not considered business days) prior to the first prep/scheduled day of filming to conduct an activity for which a Film Permit is required. The Film Permit Application must include all supplemental documentation prior to processing beginning, including receipt of payment for the processing fee. Processing will not occur if less than seven (7) business days are provided for processing.
3. **Insurance Requirements:** For the legal protection of the City (and Ontario International Airport Authority, if filming occurs at Ontario International Airport), the Applicant shall not commence work until it has provided evidence satisfactory to the City (or the Ontario International Airport Authority) that it has secured all insurance required under this section. An Applicant shall be required to provide the following:
 - a. Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this permit.
 - i. If filming on the runway at Ontario International Airport, limits would be no less than \$10,000,000 in the general aggregate. All other terms and conditions remain the same.

- b. Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$2,000,000 combined limit for each occurrence.
- c. Workers Compensation Insurance: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
- d. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on an Applicant's policies of Commercial General Liability and Automobile Liability insurance regarding liability and defense of suits or claims arising out of the performance of the permit. Additional insured endorsements for Commercial General Liability and Automobile Liability shall be provided.
 - i. If filming at Ontario International Airport, the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission shall be named as additional insureds on an Applicant's policies of Commercial General Liability and Automobile Liability insurance regarding liability and defense of suits or claims arising out of the performance of the permit. Additional insured endorsements for Commercial General Liability and Automotive Liability shall be provided.
- e. The Applicant shall provide a Workers' Compensation and Employer's Liability Waiver of Subrogation endorsement that states the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
 - i. If filming at Ontario International Airport, the Applicant shall provide a Workers' Compensation and Employer's Liability Waiver of Subrogation that states the insurer waives all rights of subrogation against the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission.
- f. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow the Applicant or others providing insurance evidence in compliance with

these specifications to waive their right of recovery prior to a loss. The Applicant hereby waives its own right of recovery against the City.

- i. If filming at Ontario International Airport, all required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission or shall specifically allow the Applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Applicant hereby waives its own right of recovery against the Ontario International Airport Authority.
- g. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
 - i. If filming at Ontario International Airport, all policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- h. Acceptability of Insurers: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- i. The Applicant shall include all subcontractors engaged in any work relating to the permit as additional insureds under the Applicant's policies, or the Applicant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. Applicant shall not allow any subcontractor to commence work on any permit until it has provided evidence satisfactory to the City that

the subcontractor has secured all insurance required under this section.

- i. If filming at Ontario International Airport, the Applicant shall include all subcontractors engaged in any work relating to the permit as additional insureds under the Applicant's policies, or the Applicant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission as additional insureds to the subcontractor's policies.
- j. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- k. If at any time during the life of the permit, any policy of insurance required under the permit does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by the Applicant or the City will withhold amounts sufficient to pay premium from the Applicant payments. In the alternative, the City may cancel the permit.
- l. To the fullest extent permitted by law, the Applicant shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of the Applicant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance for the Applicant's film permit, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, the Applicant's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.

- i. If filming at Ontario International Airport, the Applicant shall defend, indemnify and hold the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission free and harmless from any and all claims, demands, causes of action, suits actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of the Applicant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance for the Applicant's film permit, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, the Applicant's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the Ontario International Airport Authority.
4. **Filming on private property:** An Applicant shall obtain the property owner's permission; consent for use of property shall be submitted with the application. If City property is to be used, Applicant shall include a "City Film Location Form" in application.
5. **No Parking Signage; Use of Road, Streets, Rights-of-Way, and Parking Lots:** A public right of way film permit shall be required for the posting of temporary "NO PARKING" signs, parking of equipment and/or cars on public streets, stringing cable on sidewalks or from generator to service point, sidewalk shots, driving scenes. "NO PARKING" signs shall be posted by the City and the requirements shall come from the City. The fee shall be assessed by the City.
6. **Police Department – Traffic Control:** For filming that would impair traffic flow, an Applicant shall use the Ontario Police Department and comply with all traffic control requirements deemed necessary.
 - a. Any personnel and equipment required at the location(s) shall be at the permittees' expense. The hours of work will be billed by the Accounts Receivable Department of the City of Ontario.

- b. An Applicant shall pay for the installation of advance warning signs and any other traffic control devices by the City of Ontario Street Department in conformance with the Manual of Traffic Controls, State of California Department of Transportation.
 - c. Traffic may be restricted to one 12-foot lane of traffic and/or stopped intermittently. The period of time that traffic may be restricted shall be determined by the City based on location.
 - d. Traffic shall not be detoured across a double line without prior approval.
 - e. Unless specifically authorized by the City, the camera cars shall be driven in the direction of traffic and shall observe all traffic laws.
 - f. Any emergency roadwork or construction by City and/or private contractors, under permit or contract to the City shall have priority over filming activities.
7. **Fire Department:** Upon notification, the Ontario Fire Department will conduct a field/site inspection of all film permits issued in accordance with State Fire Marshal regulations as outlined in Tile 19.
- a. Any personnel and equipment required at the location(s) shall be at the permittees' expense. The hours of work will be billed by the Accounts Receivable Department of the City of Ontario.
 - b. The Fire Inspector, or Fire Safety Officer, shall have the authority to revoke any permit as outlined in the Uniform Fire Code.
 - c. The Ontario Fire Department shall maintain a copy of the film site inspection within the Fire Prevention Bureau.
 - d. Special effects, such as pyrotechnics, hazardous materials/conditions, refueling, tents, other hazardous operations shall require a separate permit issued by the Ontario Fire Department.
 - i. Failure to include pyrotechnics, hazardous materials/conditions, refueling, tents, other hazardous operations in film permit application and obtain a valid permit, will result in additional fees for Pyrotechnic/Hazardous Material permits and other fines and fees that may result from failure to notify.

8. **Hours for Film Activities:** For the convenience of the general public, all activity by an Applicant between the hours of 10:00 PM and 6:00 AM shall be performed without undue noise and nuisance.
9. **Application Fee:** Film Permit Application fee is a flat fee of \$246.00 for processing. Fee is required regardless of approval/denial on the Permit.
10. **Drone Usage:** All Drone Filming must be approved by the Ontario International Airport and comply with FAA Guidelines.
11. All trash services must be coordinated through the City of Ontario Integrated Waste Department at (909) 395-2050.
12. An Applicant shall conduct operations in an orderly fashion. The area used shall be cleaned of trash and debris within a timely manner upon completion of shooting at the scene and restored to the original condition before leaving the site. The City may require a faithful performance bond to ensure cleanup and restoration of the site after inspection.
13. **Location Credit:** Applicant shall expressly give credit to the "City of Ontario, California" in the credits of any film resulting from the activities under a City issued Film Permit. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Applicant's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any.

These procedures and guidelines are intended to serve as minimum regulations under normal filming circumstances; however, the Film Permit Officer has the discretion to increase or decrease the requirements based upon the actual circumstances.