



## **ALTADENA LIBRARY DISTRICT | POLICY AND PROCEDURE MANUAL**

**SUBJECT:** Filming and Photography

**SECTION:** General Administration

**BOARD APPROVED:** 5/20/2019; Revised 02/22/2021

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### **PURPOSE:**

The Altadena Library District (“District”) prides itself on providing a safe and enjoyable experience to all its patrons, offering an atmosphere conducive to everyone’s right to unimpeded and enjoyable library use. Filming and photography that require the rental use of District property is allowed only following the execution of the Rental Use Agreement (“Agreement”) attached to this Policy, and to the extent that it does not interfere with the delivery of library services and is consistent with the Library’s mission. Staff will make every effort to work with agencies and individuals to determine the most appropriate and reasonable timeframes. This Policy controls filming and photography where a rental license is required, and in no way abridges any First Amendment rights that would restrict public access.

### **POLICY:**

#### **Still Photography and Videography**

Recording, photographing, or filming persons, interiors, collections, etc. in the library is allowed if appropriate conditions set forth in the Agreement for such usage contained herein can be met and approval is gained by the District. Approved activities will not interfere with the library’s ability to conduct business, prevent patrons from using the library, or compromise public safety or security. Still photography or video recording of copyrighted or otherwise protected materials for the purpose of redistribution is not allowed.

#### **Motion Picture, Television and Commercial Filming**

The District will allow use of its facilities for commercial entertainment projects as-long-as filming does not interfere with the library’s ability to conduct business, prevent patrons from using the library, or compromise public safety or security. Film crews must conform to other established conditions of facility use. As required, the Board of Library Trustees must take formal actions as to Library closures. Library closures will be approved on a limited basis.

An application, with a non-refundable application fee, must be submitted to the District Director for review. Application fee may be waived upon the determination of the Altadena Library District. Upon initial approval by the District, all necessary permits must be obtained from Los Angeles County through Film L.A. Inc.

**STILL PHOTOGRAPHY RENTAL USAGE FEES:**

<b>Location</b>	<b>Available Hours</b>	<b>Use Fee</b>	<b>Fee Description</b>
<i>Interior and/or Exterior</i>	Closed Hours	\$250/hr.	Plus, the hourly rate for at least 1 staff on site for a minimum of 2 hours.

**FILMING RENTAL USAGE FEES:**

<b>Location</b>	<b>Available Hours</b>	<b>Use Fee</b>	<b>Fee Description</b>
<i>Exterior Only</i>	Closed Hours	\$2,000 Minimum of 4 Hours	\$500 for each additional hour plus hourly rate for at least 1 staff on site during filming.
<i>Interior &amp; Exterior</i>	Closed Hours	\$3,500 Minimum of 4 hours	\$600 for each additional hour plus hourly rate for at least 2 staff on site during filming
<i>Exterior Only</i>	Open Hours Requires Closure	\$2,000 Minimum of 4 hours	\$400 for each additional hour Plus \$5,000 premium to close library
<i>Interior &amp; Exterior</i>	Open Hours Requires Closure	\$5,000 Minimum of 8hours	\$625 for each additional hour plus \$5,000 premium to close library *Subject to additional fees for daily cleaning cost, daily lost revenue of library, and on-site staff
<i>Parking Lot/ No Filming Full Lot</i>	Closed Hours	\$1000 Minimum of 4 hours	\$250 for each additional hour plus hourly rate for at least 1 staff on site

<i>Parking Lot/ No Filming Full Lot Restricted to designated spaces.</i>	Open Hours	\$2000 Maximum of 9 hours	Overtime rate for at least 1 staff on site
<i>Application Fee</i>		\$250	Non-Refundable *Unless otherwise stated.
<i>Multiple Day Use</i>	Open Hours/Closed Hours	To be assessed on case-by-case basis.	

## **RENTAL USE AGREEMENT FOR DISTRICT PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES**

The Altadena Library District (“Owner”), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants to [REDACTED] (“Producer”), the right to enter the property owned by the Altadena Library District, listed under the “Location of Filming” portion of the accompanying Application and Agreement for Filming and Photography (“Application”), attached hereto as Attachment A (the “Premises”), for the purposes of photographing and/or filming at the Premises.

1. Authorization to Use. In consideration of Producer’s performance of its obligations under this Agreement, Owner confers to Producer a revocable, personal, non-exclusive and non-possessory license to enter upon Premises and the right to photograph, film and record the Premises (including, without limitation, any signs and logos located on the Premises) and to use all of the photographs, films and recordings made on the Premises in any and all media, now known and/or hereafter devised throughout the world in perpetuity (the “Permitted Uses”). The rights herein granted include without limitation the right to record all structures and signs located on the Premises, the right to record any and all activities, conduct, and conditions occurring or existing on the Premises, and the right to refer to the Premises by its correct name or any fictitious name. Producer is subject to the terms, conditions and restrictions set forth below. Producer shall bear all costs or expenses of any kind in connection with its use of the Premises. This Agreement does not constitute a grant of any ownership, leasehold, easement or other property interest or estate in Premises to Producer.
2. Use of Premises. Producer may enter and use Premises in the manner prescribed by this Agreement, during the times specified in the Application, and shall comply with all conditions to approval as may be required by Owner. Owner reserves the right, at its sole discretion, to change such guidelines as necessary to promote or protect the public safety, health or convenience. Producer shall keep the Premises free and clear of any liens or claims of lien arising out of Producer’s use of the Premises and Producer shall use commercially reasonable efforts to minimize any disruption that its activities may cause to the Premises or its general vicinity. Producer’s use of Premises shall be subject and subordinate to Owner’s necessary uses of the Premises for library services and Owner’s public health and safety obligations. Owner retains the right to use or allow other persons to use the Premises in a manner that does not unreasonably interfere with Producer’s activities hereunder.
3. Restrictions on Use. Producer shall not use, and Producer shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the Premises for any activities other than the Permitted Uses. The term “Agents” shall mean Producer’s officers, directors, members, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term “Invitees” shall mean Producer’s invitees, guests or business visitors. By way of example only and without limitation, the following uses of the Premises by Producer, or any of its Agents or Invitees, are prohibited:
  - A. Producer shall not construct or place any permanent structures, signs or improvements on the Premises, nor shall Producer alter any existing structures,

signs or improvements on the Premises.

- B. Producer shall not conduct any unauthorized activities on or about the Premises that constitute waste or nuisance.
  - C. Producer shall not damage any of Owner's real or personal property.
  - D. Producer shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated, or disposed of in, on or about the Premises, or transported to or from the Premises; provided, however, that Producer may bring gasoline and petroleum products on the Premises to run generators and propane for catering activities, provided such products are in commercially reasonable amounts and stored in a commercially reasonable manner.
    - i. Producer shall immediately notify Owner of any release or suspected release of Hazardous Material. Producer shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Producer shall, without cost to Owner and in accordance with all laws and regulations, return the Premises to the condition immediately prior to the release. Producer shall allow Owner to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.
    - ii. For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids.
4. Term of Agreement. The privilege given to Producer pursuant to this Agreement is temporary only. This Agreement shall become effective upon execution hereof and shall expire on \_\_\_\_\_ p.m. on \_\_\_\_\_ unless amended or sooner terminated pursuant to the terms hereof.

Surrender and Repair of Damage. Upon the cancellation, expiration, or termination of this Agreement, Producer shall surrender the Premises in the same condition as received free from hazards and clear of all debris and of all property of Producer or its Agents or Invitees, including but not limited to all location sets, structures, or other matter placed on the Premises by the Producer. Producer shall promptly, at its sole cost, repair any and all damage to the Premises and any personal property located thereon caused by Producer or its Agents or Invitees. Producer shall obtain Owner's prior approval of any party to be used by Producer to conduct such repair work. If Producer damages any of Owner's personal or real property, the final repair costs owed by Producer shall be determined by the Owner, and shall be paid by Producer within five (5) days of Owner's demand therefor.

Producer's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

5. Owner's Right to Cancel. Owner reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of any of the following conditions:
  - A. Producer fails to promptly pay all fees or charges under this Agreement when due.
  - B. Producer fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving Owner's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Producer fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. Notwithstanding anything to the contrary in the foregoing, Owner reserves the right to cancel this Agreement immediately and without prior notice, if, in the Owner's sole judgment such action is warranted by such default or breach.
  - C. The Owner determines that there is an emergency requiring cancellation or termination of the Agreement.
  - D. Producer fails to obtain all necessary approvals, including any permits from FilmLA.
  - E. Failure of Producer to provide all Insurance provisions included herein.
6. Compliance with Laws; Regulatory Approvals. Producer shall, at its sole expense, conduct and cause to be conducted all activities on the Premises in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Producer agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the Owner and other government agencies responsible for public safety. Producer shall, at its sole expense, procure and maintain in force at all times during its use of the Premises any and all licenses or approvals necessary to conduct the Permitted Uses.
7. Parking. If parking is required on Premises, the Producer will be required to post no parking signs 30-48 hours prior to when it is needed. All no parking signs shall be removed by Producer immediately after the time authorized by the permit.
8. Deposit. A \$250 non-refundable application fee is required prior to obtaining any permits required from FilmLA and prior to execution of this Agreement.
9. Rental Usage Charges. Upon execution of this Agreement, Producer shall pay all required rental usage charges as contemplated by the Owner's Filming and Photography at the Altadena Library District Policy, which reflect the market rate for such usage.
10. As Is Condition of Premises, Disclaimer of Representations. PRODUCER ACCEPTS THE USE OF THE PREMISES IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY OWNER, ITS OFFICERS, AGENTS OR EMPLOYEES,

INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE PREMISES OR ANY OF ITS FACILITIES FOR PRODUCER'S USE.

11. Insurance. Prior to entry, Producer shall provide Owner with a Certificate of Insurance showing evidence of commercial liability coverage in connection with Producer's activities at the Premises with minimum coverage in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, and evidence of commercial automobile liability coverage with limits not less than \$1,000,000 per occurrence for owned, non-owned and hired automobiles. To the extent required by law, Producer shall further maintain worker's compensation coverage for any employees who are working at the Premises. The commercial liability and commercial automobile liability insurance policies shall name as additional insureds the Owner, its officers, agents, employees and volunteers, shall be considered primary insurance as it relates to the additional insureds, and shall apply separately to each insured against whom claim is made or suit is brought.
  - A. All insurance policies shall prohibit cancellation, termination, or reduction of the insurance afforded under the policy unless a 30-day notice of cancellation, termination, or reduction has been mailed to the Altadena Library District. In order for the insurance to be effective, it must be accompanied by one of the following:
    - i. An additional insured endorsement, with policy number on endorsement and signed by the insurance company or an authorized representative; or
    - ii. A binder attached to the insurance certificate to the same effect.
12. Consents. Producer acknowledges that Producer, and not Owner, shall have the responsibility to obtain any consents, releases or other waivers necessary for any individual's name, voice, signature, photograph, or likeness. Notwithstanding any other provision contained herein or any name or likeness release signed by an officer, employee or elected official of Owner, the Producer expressly acknowledges that Owner is a public agency and agrees that Producer shall not film elected officials and employees of the Owner without such individuals' consent or in a defamatory manner.
13. Indemnity. Producer shall indemnify, defend, reimburse and hold harmless Owner, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Premises or any part thereof, regardless of whether the person or property of Owner, any of its Agents and Invitees, or third persons, relates in any manner to any use or activity under this Agreement; (b) any failure by Producer, or any of its Agents or Invitees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the Premises or any activities conducted thereon by Producer, its Agents or Invitees; (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Producer, its Agents or Invitees, on, in, under or about the Premises, any improvements permitted thereon, or into the environment; or (e) any and all Losses arising in connection with this Agreement, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons.

The foregoing indemnity shall include, without limitation, reasonable attorneys' and

consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Premises and claims for damages or decreases in the value of adjoining property. Producer shall have an immediate and independent obligation to defend Owner from any claim which actually or potentially falls within this indemnity provision. Producer's obligations under this Section shall survive the expiration or termination of this Agreement.

14. No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Producer prior to completion of filming on the Premises unless first approved by the Owner by written instrument executed and approved in the same manner as this Agreement.
15. Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

**To Owner:** Altadena Library District  
Attn: District Director  
600 E. Mariposa Street  
Altadena, CA 91101

**To Producer:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice shall be deemed (a) the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

16. Location Credit. Producer shall expressly give credit to the "Altadena Library District" in the credits of any film resulting from the activities under this Agreement. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Producer's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any. Producer's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.
17. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter and cannot be amended except by a written instrument signed by the parties hereto. This Agreement reflects a negotiation between the parties, each of whom has had access to counsel, if desired.
18. Venue. This Agreement shall be a contract governed by the laws of the State of California. Venue shall be in the state courts of Los Angeles County, California.
19. Severability. If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, unconstitutional, or unenforceable, such portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force and effect as



if no invalid or unenforceable provisions had been part of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts and each such signed copy shall be deemed an original thereof. A signature sent by fax or email shall be deemed an original wet ink signature. Individuals signing on behalf of entities represent and warrant that they are authorized to sign on behalf of the entity and that their signature binds the entity to the Agreement

PRODUCER

OWNER

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

**ATTACHMENT A**  
**ALTADENA LIBRARY DISTRICT APPLICATION AND AGREEMENT FOR FILMING  
AND PHOTOGRAPHY**

**APPLICATION:**

Date:

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Company Name:

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Contact Name, Address, Email and Phone:

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Location Manager, Name, Title, Email and Phone:

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Location of Filming:

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Filming Schedule:

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Type of Film or Photography: Television, Motion Picture, Commercial, Commercial Stills

Production Title:

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Number and type of vehicles:

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Special Effects:

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Description of Filming Activity:

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Talent Name(s):

\_\_\_\_\_  
Person and Title on location responsible for company's adherence to terms and conditions of  
Altadena Library District Agreement and permit.

Name, Title: \_\_\_\_\_

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