

Maritime Museum of San Diego

Film Production Agreement

Date:

Company:

Owner: Maritime Museum of San Diego

Property to be used for production (referred to herein as "Property"):

Description of production (referred to herein as "Production"):

Location: 1492 Harbor Drive, San Diego, California 92101

RECITAL

Owner is a California non-profit corporation which operates the Maritime Museum of San Diego ("Museum") located at 1492 North Harbor Drive, San Diego, California 92101. Owner owns and controls maritime artifacts and historic ships, including the Property identified above, open to the public for education and viewing. Company wishes to use the Property in connection with rehearsing, photographing, filming and recording scenes and sounds for the Production, and Owner wishes to allow Company to make such use of such Property.

IT IS THEREFORE AGREED:

1. Use of the Property

For the period specified in paragraph 4 below, Owner agrees to permit Company to use the Property in connection with the purposes set forth herein and only for such purposes.

Company's use of the Property shall always be subject always to Owner's determination of safety, Owner's rules and regulations, vessel performance, Coast Guard requirements, or other state or federal requirements and subject to the limitations provided in this Agreement. Company's use of the Property shall not in any manner interrupt, delay or intrude upon Owner's use and enjoyment of the Property or Museum. Company shall, therefore, ensure that its use of the Property and surrounding areas entails minimal or no interference to Owner's guests. The Company shall not use Owner's vessels for the carrying of passengers or cargo for hire, and agrees that no alcoholic beverages or illegal drugs will be brought on to the Property or other property owned or operated by Owner.

2. Use of the Picture

All rights of every kind in and to all photographs, duplicates and sound recordings made in connection with Company's use of the Property for production under the Agreement shall be owned by Company and its successors. Company and its licensees, sponsors, distributors, successors and assigns may exhibit, advertise, and promote the Picture or any portion thereof (whether or not such uses contain audio/visual reproductions of the Property and whether or not the Property is identified) in any and all media which currently exist or which may exist in the future subject to Owner's right to enjoin Company's use of the Picture when, in Owner's sole judgment, such use would be unlawful, derogatory, defamatory or demeaning to Owner or its educational programs.

3. **Right of Access**

Company shall have the right to bring personnel and equipment on to the Property for the Production, and shall remove same after completion of its use of the Property. Company's use of the Property is not exclusive. Whenever Owner's Property or any part of the Property are not used for active filming, Owner's staff, crew and volunteers shall have the right to access the Property for maintenance, restoration or any other activity. The electrical system on any vessel owned and controlled by Owner is designed for meeting the electrical requirements for the safe operation of that vessel only and does not have the capacity for any demands beyond that capacity. Any demands beyond the capacity of the vessel must be met by supplemental power generating equipment. Company's right of access does not include the right to alter any electrical systems without the express written consent of Owner.

4. **Period of Access**

Company's right of access to the Property granted hereunder shall be for the period commencing on or about _____ and continuing until _____ and may continue from day to day, Saturdays, Sundays and Holidays included (except Holidays during which the Museum is closed), and from time to time, until the Production is completed. This period may be extended by written agreement between Owner and Company if there are changes in the production schedule or delays due to weather conditions. Company's right of access is limited to the operating hours of the Museum unless specifically agreed upon in writing by Owner.

5. **Compensation**

As compensation for use of the Property, Company agrees to pay in advance of Production the agreed sum of \$_____ for each shooting, dressing or striking day or part thereof on which Company makes use of the Property. Compensation is due 30 days before scheduled beginning of production.

1. **Releases**

Company shall be responsible for obtaining written releases signed by persons (in the case of any minor, signed by a parent or guardian) who may be the subject of, or depicted in, Company's photographs, video, film or any duplicates and/or sound recordings made in connection with Company's use of the Property. Said releases shall provide, at a minimum, that the releasing party grants to Company the irrevocable and unrestricted right to use and publish photographs, video, film or duplicates and/or sound recordings of the releasing party, and that the releasing party releases the Company from all claims and liability relating to said photographs, duplicates and/or sound recordings. Company shall indemnify and hold Owner harmless from any and all suits, claims for loss or liabilities for injury to any person or property occasioned by or resulting from Company's violation of this paragraph.

2. On-Site Representative

The on-site contact person during Company's use of the Property shall be:

For Owner: Name: _____ Phone: _____

For Company: Name: _____ Phone: _____

Company agrees to have a representative at the Property who is authorized to sign for additional charges for Owner's facilities or labor.

3. Other Terms and Conditions

- 1* Company agrees to pay Owner's crew members working as extras industry standard rates plus meals.
- 2* Company agrees to notify Owner of any crew requirements at least 5 days prior to production.
- 3* Company agrees to pay any additional charges incurred by Company, not covered in this Agreement, upon completion of production.

4. Condition of Property and Payment of Damages

Company agrees to leave the Property, including its facilities and vessels, in as good order and condition as they were immediately prior to any use of the Property, and Company agrees to pay for any injury or damage that may occur through the use of the Property by Company. As a guarantee of Company's agreement, Company shall deposit with Owner the amount of \$ _____ by check made payable to Maritime Museum of San Diego. Such deposit is to be

paid 30 days in advance of preparation and production. Upon conclusion of production, Owner shall refund any unused portion of the deposit to Company.

5. Standard Terms and Conditions

Company acknowledges it has received, read and understands Owner's Standard Terms and Conditions attached hereto as Exhibit "A" and incorporated herein by reference. Company agrees that it will abide by the Standard Terms and Conditions, and will not act in any manner which conflicts with or violates the Standard Terms & Conditions, and shall not cause another person to act in any manner which conflicts with or violates the Standard Terms and Conditions.

Maritime Museum of San Diego

Company

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

Address: _____

EXHIBIT A
(TERMS AND CONDITIONS)