



COMMERCIAL FILM & PHOTOGRAPHY AGREEMENT

Mendocino Coast Botanical Gardens is a non-profit 501(c)(3) organization and a living museum. The following guidelines for commercial filming and photography need to be read and signed prior to work being performed on site. All crew working on site should be made aware of these guidelines in advance of access. Failure to comply with these guidelines may result in filming and/or photography being stopped.

1. Mendocino Coast Botanical Gardens Policy:

- Mendocino Coast Botanical Gardens (Gardens) is, above all, a botanical garden with a mission to engage and enrich lives by displaying and conserving plants in harmony with our Northern California coastal ecosystems and to preserve public access to the coast. It is the policy of Mendocino Coast Botanical Gardens to assure protection of the Gardens' plants, wildlife, and visitors. Any activity that has the potential to mitigate this policy will not be allowed.
- All filming and photographic activities must not unduly conflict or disrupt with the visiting public's normal use and enjoyment of the Gardens and its facilities.
- Requests from filmmakers and photographers for temporary, brief closures of visitor use areas will be considered on a case-by-case basis.
- The harassment of wildlife is prohibited. Filming of wildlife is permitted if there is no disturbance/manipulation of resident or free-roaming animals.

Crew Initials _____

2. Safety:

- Any activity posing undue risk or hazard to the general public, Gardens' personnel, or Gardens' facilities will be denied.
- Using equipment, chemicals, or engaging in any activity that may damage the environment, grounds, or structures will not be permitted. Hazardous scenes are not allowed on the property (i.e. use of fire, fog, special effects, pyrotechnics, etc.). Any alterations to the appearance of the buildings and grounds must be agreed to in advance and put in writing.
- Accessing trails or remote or closed areas with any motorized vehicle will not be permitted.
- No smoking, drugs, or alcohol will be permitted at any time.
- Portraying activities that are illegal or which may damage Mendocino Coast Botanical Gardens' image or conflict with the Gardens' message will not be permitted.
- Crew leaders are responsible for ensuring that these guidelines, conservation rules and regulations are known and enforced by all crew members at all times.

Crew Initials _____

COMMERCIAL FILM/PHOTOGRAPHY AGREEMENT (CONTINUED)

3. Requirements:

- A pre-production site visit with a representative from the production company may be required on a case-by-case basis.
- Supply Mendocino Coast Botanical Gardens with a complimentary copy of the completed project for internal archival purposes.
- Provide an on-screen/photo location credit to "Mendocino Coast Botanical Gardens".
- A security deposit to ensure site restoration and clean-up may be required on a case-by-case basis.
- Depending on the activity, permits may need to be acquired.
- Do not touch, lean on or move any objects. Use special precautions when setting up equipment and carrying large items.
- Provide a list of the names of any on-site crew, cast and personnel. (See attached form)

Crew Initials _____

4. Conservation Restrictions:

Mendocino Coast Botanical Gardens plant material and other objects in and throughout the property are sensitive and fragile. In order to preserve this botanical garden for future generations, the following restrictions apply:

- Smoking is not permitted in the Gardens.
- Photographers and film crews will be monitored by a staff representative of Mendocino Coast Botanical Gardens. Based on the number of people filming or photographing at a given time, and their proposed locations throughout the Gardens, additional supervision may be required at the discretion of the Gardens.
- Plants and objects within the Gardens must never be used for sitting or holding equipment. Requests to rearrange or move objects must be made in advance and evaluations will be made on a case-by-case basis.
- Objects within the Gardens may not be moved by photography or film crews without permission from staff.
- Objects can only be moved by a designated representative of Mendocino Coast Botanical Gardens.
- All equipment, such as tripods or tracks, must use rubber tips or pads to prevent damage to outdoor surfaces. Equipment must be set up within a reasonable distance from plants and other sensitive objects.
- Because strong lights emit heat that can be damaging to objects, those required for photography should be turned off when not in use. Ultraviolet light generated by some lighting devices can cause plant materials damage due to excessive heat.
- Cords must be supported on both sides over plant materials to prevent damage.
- In certain cases, the lawns may be used for filming, but any transportation of heavy objects or props on lawns must be done with adequate protection using plywood to prevent soil compaction. Use of lawn areas must be approved by Mendocino Coast Botanical Gardens prior to filming/shooting.

COMMERCIAL FILM/PHOTOGRAPHY AGREEMENT (CONTINUED)

5. Electrical Power:

Electrical power is available at certain sites on the grounds. Mendocino Coast Botanical Gardens staff will be able to advise you on specific requirements.

6. Underground Utilities:

Mendocino Coast Botanical Gardens' grounds contain underground utilities such as water lines and electrical lines. Film and photography crews may not erect tents and/or drive stakes into outdoor surfaces without prior permission from Mendocino Coast Botanical Gardens staff.

7. Equipment:

Photographers and technicians are to take full responsibility for all of their equipment.

8. Right of Refusal:

Mendocino Coast Botanical Gardens reserves the right to cease filming and photography. The organization or individual conducting the filming or photography agrees, in writing, to hold Mendocino Coast Botanical Gardens harmless against any claims or expenses that result from their work at Mendocino Coast Botanical Gardens. In addition, they must agree to assume complete financial responsibility for any damage to the Mendocino Coast Botanical Gardens property caused by them or their agents. In certain cases, the organization must submit a valid Certificate of Liability Insurance provide to the Gardens a Certificate of Liability Insurance prior to their visit which names as insured and indemnifies both Mendocino Coast Botanical Gardens and Mendocino Coast Recreation and Parks District in the amount of \$1,000,000.00 for single event for bodily injury, death and other losses or damages. Certificate holders should be listed on the policy exactly as follows: "Mendocino Coast Botanical Gardens and Mendocino Coast Recreation and Park District as additional Insured's 18220 North Highway One Fort Bragg, CA 95437."

I have read and fully understand the contents of this document. On behalf of my party, I agree to the terms and conditions stated above.

(Printed Name)

(Date)

(Signed Name)

(Company)

(Staff Signature)

(Date)