

ENTRANCE LICENSE AGREEMENT

This Entrance License Agreement (“Agreement”) is made this ____ day of _____, 200__ between Fremont Place Association, Inc. (“**Licensor**”), _____ (“**Owner**”) and _____ (“**Licensee Production Company**”).

WHEREAS, Licensor is an association of the owners of certain real property known as the streets of Fremont Place and Fremont Place West (“the Park”), City of Los Angeles;

WHEREAS, Owner is a member of the Fremont Place (Los Angeles) Inc., association of homeowners by virtue of his/her/its/their ownership of the property located at _____ Fremont Place, Los Angeles, California;

WHEREAS, Licensee Production Company desires to obtain permission from Licensor to access the Park for the purpose of television or theatrical filming, commercial advertising filming and/or still photography and to obtain limited use of the Park’s streets and lights; and

WHEREAS, Owner desires to be made a party to this Agreement to evidence his/her/its/their understanding of the terms hereof as they apply to the filming conducted in accordance herewith;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

I. REQUIRED PERMITS

- 1.1 Licensee Production Company is required to obtain, and have available for inspection on location, all applicable permits from the Los Angeles Motion Picture Coordination Office and Departments of Police, Fire and Transportation as a condition precedent to access the Park for any filming activity pursuant to this Agreement.
- 1.2 Licensee Production Company is required to comply with all city requirements for filming as well as those prescribed in this agreement.

II. SCOPE OF AND FEES FOR ENTRANCE LICENSE

- 2.1 Subject to the conditions, restrictions and covenants set forth herein, and in consideration for payment of the entrance license fees and security deposits set forth herein, Licensor grants to Licensee Production Company a non-assignable entrance license (“Entrance License”) allowing access to the Park, vehicle travel over its common streets, and use of its lights for the limited purpose of filming, photography and/or recording on the project, known as _____ and the setup and strike activities associated therewith (collectively referred to herein as “Filming Activity”), at _____ Fremont Place (“Location”) for _____ days during the period beginning _____ and terminating on _____. The parties hereto hereby agree and understand that Filming Activity

includes setup and strike activities and that days on which set up and strike activities occur within the Park, even if no filming occurs on those days, shall count toward the number of days of Filming Activity at a residence in a calendar year, as is relevant to Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof.

Licensee Production Company shall not use the name or title of Fremont Place, the name or title of Fremont Place Association or any photography (still or motion) of the entrance gates or guardhouse of the Park as part of its film project.

- 2.2 Said Entrance License is personal to the individual(s) or specific legal entities to which it is granted and shall terminate upon completion of the Filming Activities identified in Section 2.1 above. At the sole discretion of Licensor, the Entrance License may be terminated if Licensee Production Company commits a material breach of this contract after being given written notice and an opportunity to immediately correct said breach.
- 2.3 Before beginning any Filming Activity within the Park, Licensee Production Company shall execute this Agreement and deliver it to the Park Manager. Licensee Production Company shall also execute an agreement with Owner for permission to film at the Location and obtain permission from any other homeowner whose property may be used for film-related activities including parking of vehicles, positioning of lights, booms, cables and other equipment, camera placement, crew observation, etc.
- 2.4 **The Entrance License in no way eliminates or fulfills the Licensee Production Company's obligation to obtain permission from the individual owners of any property within the Park that it intends to use for its activities, including parking, or to comply with all applicable city of Los Angeles filming rules and regulations. The Licensee Production Company understands and acknowledges that homeowners within the Park own all real property within the Park, including the area to the midpoint of the street in front of each home.**

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- 2.5 Entrance license fees shall be assessed as set forth in attached Exhibit A.

III.
HOURS OF LICENSED OPERATION
AND REMEDIES FOR VIOLATIONS

- 3.1 This Entrance License allows access to the Park starting at 7:00 a.m. and up to 9:00 p.m., with all personnel and vehicles involved in the Filming Activity exiting the Park by 10:00 p.m. During the period of daylight savings time, the Filming Activity shall be up to 10:00 p.m. with all personnel and vehicles involved in the shoot exiting the Park by 11:00 p.m.

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- 3.2 Any exception to the hours of operation set forth in Section 3.1 above shall result in imposition of **mandatory** overtime fees as set forth in attached Exhibit A.
- 3.3 Licensee Production Company stipulates that Licensor may seek injunctive relief if the Licensee Production Company with all of its equipment, does not vacate the Park after termination of the Entrance License pursuant to Section 2.2 hereof, and acknowledges that there is no adequate remedy at law the if Licensee Production Company fails to comply with its obligation herein to vacate the Park. Licensor or its authorized representative may bring an action for injunctive relief, including specific performance, to enforce such obligation in the Superior Court of Los Angeles. However, in an action for any breach of this Agreement, Licensor shall not be entitled to injunctive relief which would prevent or inhibit the broadcast, exhibition, distribution or other exploitation of any of Licensee Production Company's motion picture or television photoplays, including but not limited to the _____ motion picture and television photoplay.

IV.
SECURITY DEPOSITS

- 4.1 A security deposit equal to 100% of the scheduled daily entrance, setup and strike fees and 50% of the estimated overtime fees shall be paid by the Licensee Production Company as set forth in attached Exhibit A. A further security deposit against any damage to the Park arising from the filming activities shall be paid by the Licensee Production Company as set forth in attached Exhibit A. The deposits shall be paid prior to the beginning of any Filming Activities.
- 4.2 The total actual fees for the film project less the related security deposit shall be paid within four business days after completion of the Filming Activity.

V.
INSURANCE AND INDEMNIFICATION

- 5.1 The Licensee Production Company agrees to present proof of an acceptable valid comprehensive general liability ("CGL") insurance policy insuring bodily injury to employees, independent contractors, agents, homeowners and their guests with a minimum of \$2,000,000 per occurrence policy limits and insuring property damage to homeowners or their guests for a minimum of \$1,000,000 per occurrence policy limits, and proof of an insured endorsement adding "Fremont Place Association" as an additional insured to the fullest extent permitted by law on both the bodily injury and property coverage of its CGL policy for the duration of the Filming Activity.
- 5.2 Licensee Production Company hereby agrees to the fullest extent permitted by law to hold Licensor harmless and indemnify Licensor against expenses, judgments, fines, settlements and other amounts incurred in connection with any pending or completed

action or proceeding, whether civil, criminal, administrative or investigative to which the Licensor is or becomes a party, by reason of the fact that Licensor granted this Entrance License or by reason of any activities, conduct or action within the Park by Licensee Production Company, its employees, agents, or contractors unless the liability created in said action or proceeding resulted from the negligence or willful misconduct of Licensor, its employees, agents or contractors, or by any misrepresentation or breach by Licensor hereunder.

VI.
SECURITY – ENTRY OF FILM CREW INTO THE PARK

- 6.1 If Licensor decides, at its sole discretion, that a particular shoot warrants the additional protection of having a Fremont Place security guard present at the Location during the filming to enforce security, the Owner and Licensee Production Company shall be notified and the cost of said security services shall be borne by the Licensee Production Company.

VII.
NOTICE – PARKING

- 7.1 The Licensee Production Company shall provide written notice to and receive permission from homeowners on whose property parking will take place. Such notice shall be given at least 2 business days in advance of filming and a copy provided to the Park Manager and the Fremont Place security guard in the Guard House.
- 7.2 The Licensee Production Company shall also provide written notice to all residents 48 hours in advance of Filming Activity. Notices must be approved by the Fremont Place Site Manager before distribution. A copy of the approved notice shall also be provided to the Park Manager and the Fremont Place security guard in the Guard House.
- 7.3 **All vehicles associated with the production must display a valid Fremont Place parking pass. Passes will be provided to each vehicle by Fremont Place security at the front gate. Vehicles not displaying the pass or illegally parked maybe towed without warning.**

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- 7.4 The Licensee Production Company's vehicles shall be at least one full car length from the driveway access to any neighboring property other than the Owner's unless prior consent is obtained. Non-passenger cars may be parked on only one side of the street leaving the other side free for residents and their guests.
- 7.5 Lunch wagons or related catering vehicles are restricted to the Location unless other parking arrangements are made in advance with a neighboring homeowner.

- 7.6 The Licensee Production Company crew and vehicles must be restricted to the Location used for Filming Activity and must adhere to Fremont Place security requirements. It is the joint responsibility of the Owner and the Licensee Production Company to enforce this policy because neighbors and Fremont Place security cannot distinguish between unauthorized persons and production company staff. In the event of neighbor complaints about wandering crew members, the Licensee Production Company shall be required to pay for the Fremont Place security to supervise and enforce these rules.

VIII.

PROHIBITION OF SPECIAL EFFECTS, STUNTS AND DRIVE-BY SHOOTING

- 8.1 In light of the inherent aggravation of noise, the increased danger and the general risk associated with drive-by shoots, special effects and/or stunts in an exclusive residential community such as Fremont Place, such filming activity is not approved or authorized by Licensor. This prohibition includes, but is not limited to, explosions, helicopter landings or low hovering, drive-by vehicle shoots, vehicle crashes or high-speed chases, fires, sirens, simulated gunfire, noxious fumes, irritating chemicals, or any other similar activity that might be deemed offensive or highly annoying.

IX.

PROTECTION OF STREETS AND DAMAGES

- 9.1 **The Licensee Production Company is responsible for protecting the streets of the Park from *any damage* that may arise from the parking and use of its vehicles, generators, cranes and other equipment. This includes, but is not limited to, the requirement that (1) all trailers disconnected from their tractors must have at least ¾” thick plywood blocks placed under their “landing gear” of sufficient length and width to adequately disperse the weight of the trailer and (2) all parked vehicles leaking oil must have protective pans placed underneath.**

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- 9.2 **All vehicles (excluding automobiles) are prohibited from making U turns in the Park.**

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- 9.3 The Licensee Production Company is also responsible for cleaning up and removing all trash, litter, or debris generated by its activities throughout the shoot as well as after the shoot.
- 9.4 The Licensee Production Company is further responsible for repairing or paying for all damages created or caused by the Filming Activity including damage (other than normal wear and tear) to streets, curbs, sidewalks, lights, light posts, landscaping and fencing.

The Licensee Production Company shall notify the Park Manager at the time the Filming Activity is concluded and representatives of each shall jointly inspect the condition of all relevant areas. Within 5 business days, the Park Manager shall notify the Licensee Production Company of all immediately apparent damage and demand prompt correction or reimbursement therefor.

X.

LOCATION MANAGER AND SITE MANAGER

- 10.1 The Licensee Production Company shall have a location manager or its representative on site at all times during the Filming Activity who shall be responsible for compliance with all applicable conditions set forth in this Agreement. The location manager shall coordinate with the Park Manager or his or her representative and shall respond to any neighbor complaints or concerns as they arise.

The Licensee Production Company shall pay for (as specified on Exhibit A) Licensor to have a site manager or its representative on site at all times during the Filming Activity, who shall enforce compliance with all applicable conditions set forth in this Agreement and any Park rules.

XI.

OWNERSHIP RIGHTS OF MATERIALS

- 11.1 Nothing contained in this Agreement shall grant, transfer or convey any right or interest to Licensor or Owner in or to any film, stock, negative, disc, element, tape or other material of any kind or nature whatsoever owned by Licensee Production Company. No security interest, lien or other encumbrance shall be granted in any property of Licensee Production Company in favor of Licensor or Owner pursuant to this Agreement.

XII.

GOVERNING LAW AND AMENDMENT

- 12.1 This Agreement shall be construed and enforced in accordance with the laws of the State of California. This Agreement cannot be changed orally, and can be changed only by an instrument in writing signed by the parties hereto.

XIII.

ATTORNEYS' FEES

7/19/10

13.1 In the event litigation is commenced based upon a claim for breach of this Agreement, the prevailing party shall be entitled to recover, in addition to such relief as may be awarded, reasonable attorneys' fees and costs.

XIV.
COMPLETE AGREEMENT

14.1 This Agreement including attached Exhibit A constitutes the entire agreement and supersedes all other agreements and understandings, both written and oral between the parties with respect to the subject matter hereof. This Agreement may be executed by any one or more of the parties hereto in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Attachment: Exhibit A

Licensee Production Company

Licensor (Fremont Place Association)
Tax I.D. 95-4350582

By _____

By _____

(Title)

(Title)

Owner

(Signature)

(Signature)

EXHIBIT A: FEES PAYABLE TO FREMONT PLACE ASSOCIATION, INC. BY LICENSEE PRODUCTION COMPANY

A. Up to 10 Days of Filming Activity at a Residence in a Calendar Year from 7 am to 10 pm:

1. Shoot: \$2,000 per day or any portion of the day.
2. Setup and Strike: \$750 each per day or any portion of the day.
3. Overtime: 10 pm to 11 pm - \$2,000 per hour or any portion of the hour; After 11 pm - \$4,000 per hour. Any portion of the hour will be assessed on a pro rata basis. During the period of daylight savings time, overtime shall begin at 11:00 p.m.

B. After 10 Days of Filming Activity at a Residence in a Calendar Year from 7 am to 10 pm:

1. Shoot: \$4,000 per day or any portion of the day.
2. Setup and Strike: \$1,500 each per day or any portion of the day.
3. Overtime: 10 pm to 11 pm - \$5,000 per hour or any portion of the hour; After 11 pm - \$10,000 per hour. Any portion of the hour will be assessed on a pro rata basis. During the period of daylight savings time, overtime shall begin at 11:00 p.m.

C. After 17 Days of Filming Activity at a Residence in a Calendar Year from 7 am to 10 pm:

1. Shoot: \$8,000 per day or any portion of the day.
2. Setup and Strike: \$3,000 each per day or any portion of the day.
3. Overtime: 10 pm to 11 pm: \$5,000 per hour or any portion of the hour; After 11 pm: \$10,000 per hour. Any portion of the hour will be assessed on a pro rata basis. During the period of daylight savings time, overtime shall begin at 11:00 p.m.

D. Security Deposits, Payable 24 hours BEFORE Setup:

1. Deposit of 100% of total scheduled fee (daily entrance, setup and strike) plus 50% of estimated overtime fee; and
2. Deposit of \$4,000 against Park damage.

Note: No filming of streets is permitted without securing permission of each affected homeowner.

E. Site Manager Fees

1. \$500 per day for all filming activity
2. \$200 per day for technical scouts
3. Overtime after 12 hours \$75 per hour

Make checks payable to: Fremont Place Association, 120 Fremont Place, Los Angeles, CA 90005, Tax ID: 95-4350582

Revised July 19, 2010