

# Filming or Photography on Lake Arrowhead and ALA Properties

# **FAQs**

### Do I need a film permit?

If your prospective filming location is anywhere on the waters of Lake Arrowhead, its shoreline (high water mark and below), or any property owned by the Arrowhead Lake Association (ALA), a permit to film issued by the ALA is required. Please inquire if you are unsure whether your prospective production/location falls within the ALA's interests and guidelines for the lake, beaches, beach clubs, reserve strip, reserve strip additions and buffer zones.

### What are the procedures for filming?

Contact the ALA office at (909) 337-2595 for a Permit Application and Agreement or download at www.ala-ca.org. Film Permit Applications and Agreements should be submitted as early as possible and no less than five (5) business days in advance. Filming permits are generally not approved for weekend days and never for holidays. All filming requests are considered on a case-by-case basis.

### What's the weather like up there?

Lake Arrowhead, while conveniently close to Los Angeles (about 100 miles), is a world apart. The boating season begins annually on April 1. The spring weather in April and May can still be cold and snow has been known to fall as late as June. Memorial Day through Labor Day represents the warmest time in Lake Arrowhead and the peak season on the Lake and therefore the busiest (filming during this period will be considered on a case by case basis). In October, the weather begins to cool and even when the rest of Southern California is experiencing an Indian Summer, residents are donning scarves and jackets. Winter has been known to arrive early and in October and November it may be too cold for recreational boating. However, boating is allowed year round. Be aware of these weather and accessibility factors when considering filming on Lake Arrowhead.

### Do I need insurance?

See Paragraph 4 of the Permit Application and Agreement.

### Is there an indemnification provision?

See Paragraph 3 of the Permit Application and Agreement.

### Does ALA require an ALA staff member to be a Film Monitor?

See Paragraph 7 of the Permit Application and Agreement.

### What are the special conditions, if any?

See Paragraph 8 of the Permit Application and Agreement.

### What are the fees for filming?

See Paragraph 9 of the Permit Application and Agreement.



# PERMIT APPLICATION AND AGREEMENT ("PERMIT") FILMING OR PHOTOGRAPHY ON LAKE ARROWHEAD AND ALA PROPERTIES

DATE OF APPLICATION:

## APPLICANT / PERMITTEE ("PERMITTEE") INFORMATION PROJECT NAME: COMPANY: **MAILING ADDRESS:** CITY: STATE & ZIP: PRIMARY CONTACT: PHONE: TITLE: EMAIL: **BUSINESS PHONE: BUSINESS FAX: SECONDARY CONTACT:** PHONE: TITLE: EMAIL: **BUSINESS FAX: BUSINESS PHONE: ON-SITE CONTACT:** PHONE: TITLE: EMAIL: PRODUCTION INFORMATION TYPE OF PRODUCTION: DATES TO BE COVERED BY PERMIT: ☐ Feature Film MEDIA OUTLET (Network, Internet, Cable/Satellite, Theatrical Distribution, etc.): ☐ TV / Web Commercial ■ TV / Web Episode PRODUCTION DISTRIBUTION COMPANY: ☐ TV / Web Movie ■ TV / Web Reality ☐ Still Photography PRODUCTION BUDGET: ☐ Student Production Other: \_\_ By signing below, Permittee agrees to all the terms and conditions of this Permit Application and Agreement including but not limited to the

Printed Name: Signature: Representative of:

(company name)

provisions set forth in Exhibit A, attached hereto and made a part hereof by this reference.



# **LOCATION INFORMATION**

PROF	PROPOSED LOCATIONS (Include specific addresses where applicable, cross streets and lake buoy landmarks):					
LOCA	TION SHOOT SPECIFICS (Attach additional sheets, if necessary):					
	DATE:	TIME:				
	LOCATION & ACTIVITY:					
A D						
SET UP						
	DATE:	TIME:				
	LOCATION & ACTIVITY:					
DNI BNG						
FILMING						
	DATE:	TIME:				
z	LOCATION & ACTIVITY:					
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# **ADDITIONAL INFORMATION** An increased Security Deposit may be required to accommodate plans detailed on this page.

EQUII WENT BET	AIE (Supply exact in	amber of each item to	be used at mining loca	ation).					
Generators:	Cars:	Trucks:	RV's:	Other:					
Vessels 26' or less in length: List owner(s) of vessel(s):									
TRAFFIC / PARKIN	<b>NG</b> (Describe your p	lan for controlling traf	fic and parking arrang	ements. Attach additional	sheets, if necessary):				
		e details regarding any	stunts or special effe	cts planned. Attach additio	onal sheets, if necessary):				
Hazardous mater	ials:								
Pyrotechnics:									
Aircraft:									
Other:									
MISCELLANEOUS	(Describe any action	n or additional props n	ot previously describe	d. Attach additional sheet:	s, if necessary):				
			FOR ALA USE	ONLY					
PERMIT # GRANT	ED:		PERMIT FE	E:	Check when approval is received, if required:				
APPROVED BY:			DEPOSIT F		☐ USFS				
TITLE:					☐ S.B. County				
Permit effective f	rom DATE/TIME	:•	through DATE/	TIME	П СНР				

### **EXHIBIT A**

# FILMING OR PHOTOGRAPHY ON LAKE ARROWHEAD AND ALA PROPERTIES PERMIT APPLICATION AND AGREEMENT -- ADDITIONAL TERMS AND CONDITIONS

#### Section 1. Event Described

Upon Arrowhead Lake Association ("ALA") approval, Applicant/Permittee ("Permittee") may conduct only the event described (and only within the proposed location identified within Section 5 of the Agreement) in the approved Filming or Photography on Lake Arrowhead and ALA Properties Permit Application and Agreement ("Permit").

### Section 2. Indemnification

Permittee agrees to indemnify and hold free and harmless ALA and ALA's Board of Directors, employees, agents, members, and affiliates and officers, heirs, administrators, successors and assigns ("Indemnitees") from and against any and all claims, liability, demands and causes of action of all kinds, including without limitation, claims of property damage, injury, illness or death, including costs and attorney fees incurred in connection therewith, arising out of any act or in connection with the Permit and to defend any and all actions or claims for damages or injuries arising out of activities permitted via the Permit. All risks involved and connected with the Permit shall be borne by Permittee and ALA's granting of this Permit to Permittee as set forth herein shall, in no way, give rise to any liability to ALA or its Indemnitees. Permittee, as a material part of the consideration to be rendered to ALA, hereby waives all claims against ALA for damages to Permittee's property in, upon, or on ALA Property ("ALA Property" shall mean all portions of Lake Arrowhead as well as all land owned or under the control of ALA) and for injuries to Permittee, its agents, invitees, licensees or other third parties on or within ALA Property and for any cause of action arising out of this Agreement. Permittee shall also indemnify and hold ALA harmless from any liability, damage or injury to any person or to the personal property of any person arising from the Permit and/or production on ALA Property or from the failure of ALA to maintain ALA Property, in any particular condition and repair during the term of this Permit, with the exception of acts of gross negligence or willful misconduct by ALA.

#### Section 3. Insurance

Throughout the duration of the Permit, Permittee shall provide and maintain the following insurance coverage in its name:

- A. Comprehensive general liability insurance to protect against any liability for bodily injury to or death of, any person in the amount of not less than One Million Dollars (\$1,000,000) combined single limits for each occurrence, and all such insurance shall name ALA as "Additional Insured".
- B. Property damage liability insurance to protect against any liability for damage to property in the amount of not less than One Million Dollars (\$1,000,000) for each occurrence, and all such insurance shall name ALA as "Additional Insured".
- C. Permittee must provide Certificate(s) of Insurance, naming Arrowhead Lake Association, its employees, directors, officers and volunteers as additional insured on the policy for the insurance indicated in Sections 4. A. and B. above. Additional Insured endorsement(s) shall be completed, issued by the insurance carrier, countersigned by agent, and attached to the Certificate(s) of Insurance, Insurance carrier's financial rating must be a minimum of "A-10".

### Section 4. Safety Regulations / Laws / Rules

The Permittee shall conduct the event with due care for the safety and welfare of participants and spectators, and in compliance with all laws, rules and regulations of federal, state, county or local agencies asserting jurisdiction, as well as ALA's rules and

regulations. The Permittee shall attend a meeting with ALA representatives prior to the filming activity to demonstrate compliance with all permit conditions and to address any safety issues.

#### Section 5. Conditions

The Permittee shall comply with the conditions set forth in the Permit Application and Agreement including, but not limited to, this Agreement and Permit Application.

### Section 6. ALA Film Monitor

If an ALA boat or barge will be used, an ALA employee (Lake Safety) will be assigned to the production in the interest of health and safety. These operation costs will be in addition to the current ALA Fee Schedule. Rate: \$200 per day or 200% of employee's daily or hourly rate, whichever is greater.

#### Section 7. Special Conditions

- A. No filming on weekends (Saturday and Sunday) between Memorial Day weekend and Labor Day weekend ("Summer Season").
- B. Filming on mid-week days during the Summer Season is approved on a case-by-case basis.
- C. All vessels must be less than 26' in length, have ALA registration and are subject to a vessel inspection and decontamination.
- D. All vessel operators must complete the ALA Lake Safety Boating and Swimming test and comply with ALA Rules and Regulations.
- E. Authorization is contingent upon the Permittee acquiring all necessary permits and/or permissions from affected agencies (USFS, County of San Bernardino, etc.), any private property owners, as well as an approved Permit.

### Section 8. Fees and Deposits

Permittee must provide ALA with proof of production budget. Upon issuance of the Permit, Permittee shall pay ALA the applicable permit fee and deposit as described below plus any additional amount required per Section 6 above.

A. Permit fees below are based on the production budget and dates required for the shoot. All fees and deposits are due and payable by cash, check, credit card (up to \$1,000), or wire transfer, upon the issuance of the Permit.

Туре	Feature Motion Picture		Episodic Television		Commercials		Still/Aerial Photography	
Budget	<b>High</b> \$10,000,000 and over	<b>Low</b> under \$10,000,000	<b>High</b> \$500,000 and over	<b>Low</b> under \$500,000	<b>High</b> \$500,000 and over	<b>Low</b> under \$500,000	<b>High</b> \$500,000 and over	<b>Low</b> under \$500,000
Per Shoot Day	\$7,000	\$3,500	\$5,000	\$2,500	\$5,000	\$2,500	\$2,500	\$1,000
Per Preparation/ Strike Day	\$3,500	\$1,750	\$2,500	\$1,250	\$2,500	\$1,250	\$1,250	\$500

**Deposit**: Permittee shall deposit with ALA 10% of the permit fee but no less than \$500.00 plus any additional amount required based on equipment, parking, stunts, special effects or special props detailed on page 3 of Permit. This deposit reserves the dates, times and location of the shoot and covers the cost of clean-up and other added expenses incurred by ALA if Permittee fails to comply with this Permit. If there are any additional damages or costs incurred by ALA not covered

by the deposit, Permittee agrees to make additional payment to ALA immediately. Any part of the deposit not used by ALA shall be refunded to the Permittee within 30 days after the event.

**Cancelation Policy:** If the shoot is canceled within 24 hours of the event, \$500.00 of the deposit will be forfeited.

### B. Student Productions (limited ALA involvement)

The ALA offers a reduced rate for student productions that provide the proper documentation and meet the following criteria:

- i. Completed Permit Application and Agreement
- ii. A letter from the school attended by the student, on the school's letterhead, confirming that the student is currently enrolled, and what they are requesting to film is part of the required curriculum
- iii. Certificate of insurance from the school that meets the current ALA requirements; certificates of insurance from production companies or other entities do not meet the requirement for the reduced film permit fee.
- iv. Other documentation may be required and fees charged for filming requests that involve significant impact to ALA Property or ALA staff.
- v. Any requests not meeting the above criteria will incur film permit fees as indicated on the current fee schedule.

**Deposit** (refundable less any applicable fees and ALA expenses): \$500.00