

PROCEDURES FOR COMMERCIAL FILMING, VIDEOTAPING AND STILL PHOTOGRAPHY AT HOUSING AUTHORITY-OWNED OR CONTROLLED SITES

The following Procedures for Commercial Filming, Videotaping and Still Photography at Housing Authority-owned or Controlled Sites (“Procedures”) are adopted by the Housing Authority of the City of Los Angeles (“HACLA”) in furtherance of the Policy for Commercial Filming, Videotaping and Still Photography at Housing Authority-owned or Controlled Sites (“Policy”), set forth in Chapter 113 of HACLA’s Manual of Policy and Procedures (“MPP”).

1.0 DEFINITIONS

The following definitions apply:

“Applicant” means a Person who submitted an Application Package requesting a permit to engage in Permitted Activities upon a HACLA-Owned or Controlled Site.

“City” means the City of Los Angeles.

“Commencement Date” means the proposed date for commencement of Permitted Activities.

“License Agreement” means the Location Release and License to Conduct Commercial Filming, Videotaping and Still Photography Activities, which is a part of the Permit issued hereunder.

“Permit Site” means the location where the Permitted Activities will be conducted.

“Permitted Activities” means those activities intended to be conducted at a Permit Site for which HACLA’s consent is required, and includes commercial filming, videotaping and still photography work as well as related preparation and tear-down activities.

“Permittee” means the Person to whom a Permit is issued to conduct Permitted Activities at a Permit Site.

“Person” means an individual, group of individuals or a business and includes Students, but does not include members of the news media who are filming, videotaping or photographing news events.

“Public Information Officer” means HACLA’s Public Information Officer and includes his/her designee.

“Student” or “Students” means an individual or individuals to whom a Student Film Permit has been issued by the City.

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“Student Production” means Permitted Activities conducted by a Student or Students.

“Work” means the film, videotape and/or still photographs product that result from Permitted Activities.

“Permitted Activities Completion” means the last day Permittee conducts Permitted Activities at the Permit Site.

2.0 REQUEST TO CONDUCT PERMITTED ACTIVITIES

2.1 Request for Permit Application

(a) Any Person desiring to conduct Permitted Activities at a Permit Site shall be provided with the following forms:

- (1) HACLA’s Permit Application form.
- (2) A blank IRS W-9 Form (Request for Taxpayer Identification Number and Certification) to be completed by the Applicant.
- (3) HACLA’s Insurance Requirements for Commercial Filming, Videotaping and Still Photography at Authority- Owned or Controlled Sites; and
- (4) A copy of these Procedures.

2.2 Application Process

(a) Any Person desiring to conduct Permitted Activities at a Permit Site shall submit to the Public Information Officer, all of the following, which collectively constitute the Application Package:

- (1) A completed HACLA Permit Application form.
- (2) A completed IRS W-9 Form (Request for Taxpayer Identification Number and Certification).
- (3) A copy of a valid City-issued permit for the Permitted Activities.
- (4) A check or money order for the full amount of the

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applicable Application Fee set forth at subparagraph (b) below.

(5) Proof of insurance meeting all the requirements set forth in HACLA's Insurance Requirements for Commercial Filming, Videotaping and Still Photography at Authority- Owned or Controlled Sites.

(b) Payment of the full amount of the applicable Application Fee set forth herein is due at the time of submittal of the Application Package. The Application fee is nonrefundable.

(1) The Application Fee for filming and videotaping activities is \$250.00.

(2) The Application Fee for still photography involving twelve (12) or fewer Persons is \$100.00.

(3) The Application Fee for still photography involving more than twelve (12) Persons is \$250.00.

(c) A complete Application Package must be received not less than seven (7) working days prior to the proposed Permitted Activities, unless the Public Information Officer determines the request can be processed in accordance with these Procedures in less time. The Application Package can be mailed or delivered to:

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
Attention: Public Information Officer
2600 Wilshire Blvd., 3rd Floor
Los Angeles, Ca 90057

(d) An illegible or incomplete Application Package shall be rejected and returned to the Applicant for correction.

2.2 Permit Review Process

(a) Upon receipt of a complete Application Package, the Public Information Officer shall coordinate its review as follows:

(1) Depending upon the Permit Site, the Director of Housing Services or the Director of Asset Management shall be notified of the proposed Permitted Activities. Said Director (or his/her designee) shall be provided an opportunity to request permit denial based on stated grounds and/or request the imposition of use conditions and/or restrictions, which shall be

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submitted to the Public Information Office no later than seventy-two (72) hours prior to the proposed Commencement Date.

(2) The Risk Manager shall be notified of the proposed Permitted Activities and shall be provided an opportunity to impose heightened insurance coverage requirements and/or impose use conditions and restrictions to mitigate risks posed by the Permitted Activities, which shall be submitted to the Public Information Officer no later than seventy-two (72) hours prior to the proposed Commencement Date. The Risk Manager also has the discretion to increase the amount of the Security Deposit to be paid by a Permittee if the Permitted Activities pose greater than normal risk.

(3) For Permit Sites with a Resident Advisory Council (“RAC”) or Resident Management Corporation (“RMC”), the Public Information Officer shall coordinate with the RAC/RMC President, who shall poll other members of the RAC/RMC Board to determine whether to request permit denial based on stated grounds and/or request the imposition of use conditions and/or restrictions, which shall be submitted to the Public Information Officer no later than seventy-two (72) hours prior to the proposed Commencement Date.

(b) The Public Information Officer may contact the Applicant to discuss any concerns expressed by the Director, Risk Manager and/or RAC/RMC Board.

(4) Changes to the application after submittal will be accepted once in a 24 hour period. Repeated request for change to the application may result in additional fees and termination of the permit.

2.3 Permit Determination

(a) The Public Information Officer shall issue a decision concerning the Permit request no later than forty-eight (48) hours prior to the proposed Commencement Date. Permit approval shall be evidenced by a License Agreement executed by HACLA, which shall be promptly delivered to the Applicant. Permit denial shall be evidenced by written communication by the Public Information Officer, which shall be promptly delivered to the Applicant.

(b) The Public Information Officer has the discretion to deny a Permit request based on the following grounds:

(1) The nature of the Work is not appropriate or otherwise incompatible with HACLA’s image or mission as a public housing authority;

(2) The Permitted Activities would negatively impact upon

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business activities or residents' peaceful and quiet enjoyment of their units at the Permit Site;

(3) The Permitted Activities pose a risk of serious harm to the safety and/or security of people and/or property at the Permit Site;

(4) The Applicant has failed to comply with HACLA's Permit insurance requirements, as set forth in the Insurance Requirements for Commercial Filming, Videotaping and Still Photography at HACLA-Owned or Controlled Sites;

(5) The Applicant has failed to provide additional documentation requested by the Public Information Officer; and/or

(6) The Applicant has a history of material Permit violations and/or non-compliance with these Procedures.

(c) The Public Information Officer has the discretion to impose additional conditions and restrictions upon the Permitted Activities, which shall be set forth as an Addendum or Amendment to the License Agreement to Conduct Permitted Activities, which shall be executed by both parties prior to the Commencement Date.

2.4 Permit Required for Permitted Activities

No Permittee shall conduct Permitted Activities upon a Permit Site without an approved Permit, which is comprised of the Permit Application Package and the executed License Agreement, and any amendments or addendums thereto.

2.5 Coordination of Permitted Activities

Upon issuance of a Permit for a housing development site, the Public Information Officer shall notify the Permit Site's Property Manager, who shall be responsible for coordinating the Permitted Activities with the Permittee. The Public Information Officer shall be responsible for coordinating Permitted Activities for all other Permit Sites.

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3.0 REQUIRED DEPOSIT AND FEES

3.1 Required Security Deposit; Retention and Off-Set

(a) The License Agreement shall require Permittee pay a Security Deposit prior to engaging in any Permitted Activities at the Permit Site, which shall be delivered to the Public Information Officer or his/her designee no later than twenty-four (24) hours prior to the Commencement Date.

(1) The Security Deposit amount for non-Student Production filming and videotaping activities is \$1,500.00 per day, unless increased by the Risk Manager in accordance with section 2.2(a)(2) above.

(2) The Security Deposit amount for Student Production filming and videotaping activities is \$500.00 per day, unless increased by the Risk Manager in accordance with section 2.2(a)(2) above.

(3) The Security Deposit amount for still photography activities is \$500.00 per day, unless increased by the Risk Manager in accordance with section 2.2(a)(2) above.

(b) HACLA shall be entitled to use the Security Deposit to offset any costs incurred by HACLA as a result of the Permitted Activities and/or any unpaid Use Fees, Equipment/Supplies Fees and/or Service Fees.

(c) HACLA shall be entitled to retain the full amount of the Security Deposit as a cancellation fee if, after forty-eight (48) hours or more following submittal of the Permit Application, Licensee cancels the Permitted Activities or if the Permit is revoked as set forth herein.

(d) To be eligible for return of the Security Deposit, less any permissible retained amounts, Permittee shall make written request to the Public Information Officer for a refund within sixty (60) days of Permitted Activities Completion.

3.2 Required Use Fees

(a) Permittee shall pay a nonrefundable Use Fee prior to engaging in any Permitted Activities at the Permit Site, which shall be delivered to the Public Information Officer or his/her designee no later than twenty-four (24) hours prior to the Commencement Date.

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(1) For Student Productions, the Use Fee is \$150.00 per day for filming, videotaping and still photography Work. Student Productions are exempt from location preparation and hold time fees. Student Productions are exempt from location clean-up wrap time fees, unless the clean-up is performed by the Housing Authority, in which case, the Student Production will be assessed applicable hourly labor and material rates. Student productions are to take place on Monday-Friday during HACLA business hours (8 am – 4 pm).

(2) For non-Student Productions, the following Use Fees are imposed:

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|--|-----------------------------|
| Exterior Filming | \$1,000/ day |
| Interior Filming | \$1,000/ day |
| Exterior & Interior Filming Combined | \$2,000/ day |
| Location Preparation (Set Decoration) | \$500/ day |
| Location Hold Time | \$250/ day |
| Location Clean-up Wrap Time | \$250/ day |
| Location Clean-up Wrap Time by Housing Authority | Hourly Labor/Materials Rate |
| Still Photography (Interior or Exterior) | \$250/ day |

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(b) A single day is computed as eleven hours. Any Permitted Activities extending beyond eleven hours shall be assessed an additional daily Use Fee.

(c) Use Fees paid under this section for Permitted Activities at a public housing site shall be booked to the site's budget as income for use in the development of youth recreational activities, educational opportunities, or ongoing efforts to improve the community.

3.3 Other Fees

(a) Permittee shall pay for the use of HACLA owned or controlled equipment, supplies, etc., at rates that shall be negotiated between HACLA and Permittee in advance.

(b) Permittee shall be responsible for HACLA's costs incurred in delivering services to the Permittee in connection with the Permitted Activities, including but not limited to labor costs (straight time and overtime), supervision, overhead and administrative charges, but not including costs incurred in processing the Permit Application. Such costs shall be documented by the Department delivering the services and a written report of the costs shall be provided to the Permittee, who shall make payment immediately upon demand.

3.4 Unpaid Fees; Offset against Security Deposit

(a) Permittee shall make immediate and full payment of any unpaid fees owing at the time of Permitted Activities Completion.

(b) The License Agreement shall provide HACLA the right to offset any unpaid fees owing at the time of Permitted Activities Completion against the Security Deposit.

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4.0 INSURANCE REQUIREMENTS

4.1 Proof of Insurance and Required Coverage

Permittee shall maintain required insurance and/or to provide proof of coverage, including proof of increased insurance coverage or additional insurance documentation at the request of the Risk Manager and/or Public Information Office.

4.2 Grounds for Suspension or Revocation

(a) Failure to comply with the insurance requirements is grounds for Permit suspension or revocation, as set forth at section 8 below.

(b) The License Agreement shall provide failure to comply with the insurance requirements is grounds for revocation of the License.

5.0 PRE- COMMENCEMENT DATE REQUIREMENTS

5.1 License Agreement

(a) No later than twenty-four (24) hours prior to the Commencement Date, Permittee shall execute and deliver to the Public Information Officer the executed original of the License Agreement.

(b) Failure to timely deliver the executed original of the License Agreement is grounds for Permit suspension or revocation, as set forth at section 8 below.

5.2 Supplemental Documentation

(a) No later than twenty-four (24) hours prior to the Commencement Date, Permittee shall deliver to the Public Information Officer any supplemental documentation requested by the Public Information Officer and/or Risk Manager.

(b) Failure to timely deliver supplemental documentation requested by the Public Information Officer and/or Risk Manager is grounds for Permit suspension or revocation, as set forth at section 8 below.

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5.3 Posted Notices

(a) Unless earlier required by Permittee's City permit or the Public Information Officer, no later than twenty-four (24) hours prior to the Commencement Date, Permittee shall post notices at the Permit Site that shall describe the dates, times, and location(s) within the Permit Site where Permitted Activities will be conducted. Said notice shall include a description of the impacts of any special effects to be used during the Permitted Activities (e.g, unusual sounds, smells, vibrations, etc.), including the date, times (approximate if necessary) and locations of those special effects.

(b) Failure to timely post the notices required by this section is grounds for Permit suspension or revocation, as set forth at section 8 below.

6.0 PROPERTY CONDITIONS, SECURITY AND CLEANUP

6.1 Notice of Health or Safety Risks or Risk of Harm to Property

(a) The License Agreement shall require Permittee notify the Public Information Officer, immediately, of any conditions existing in or upon the Permit Site or Property resulting from the License Activities that constitute a risk to the health or safety of individuals and/or a risk of harm to HACLA's personal or real property and shall require Permittee suspend License Activities until such conditions are remedied to HACLA's satisfaction.

(b) The License Agreement shall provide failure to timely notify HACLA of any damage to the Permit Site or Property resulting from its License Activities and/or suspend License Activities until such conditions are remedied to HACLA's satisfaction is grounds for revocation of the License.

6.2 Security

Licensee shall be responsible for providing, to HACLA's satisfaction and at Licensee's own cost, sufficient security personnel to ensure the safe and secure conduct of the License Activities.

6.3 Site Cleanup; Inspection and Assessment

(a) The License Agreement shall require Permittee remove all debris and trash, and all of its material, equipment and personnel from the Property and Permit Site no later than twenty-four (24) hours following completion of the Permitted Activities.

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(b) The License Agreement shall require Permittee return the Property and Permit Site to a condition as good as when the Property and Permit Site was received, reasonable wear and tear excepted. The Property Manager or Public Information Officer shall inspect and assess the condition of the Property and Permit Site following completion of Permittee's cleanup activities.

(c) The License Agreement shall provide HACLA authority to recover from Permittee any costs incurred by HACLA to clean up and/or restore the Property or Permit Site, which amount may be deducted from the Security Deposit.

(d) The License Agreement shall hold Permittee responsible for the costs of remediation of any pyrotechnic device residue or toxic or hazardous materials resulting from Permittee's use of the Property and/or Permit Site to less than action levels prescribed by state or local law or regulation.

7.0 MATERIAL CHANGES IN PERMITTED ACTIVITIES

7.1 Notice Required

The License Agreement shall require Permittee immediately notify the Public Information Officer of any proposed material change in Permitted Activities, where it is reasonably foreseeable the change will increase the risk of liability and/or negatively impact the use or enjoyment of the Property or Permit Site by HACLA's tenants and/or employees.

7.2 Review by the Public Information Officer

(a) As soon as practical following receipt of notice of a proposed material change in Permitted Activities, the Public Information Officer shall accomplish the following:

(1) Consult with the Risk Manager to determine whether a material change in Permitted Activities results in increased risk of liability, in which case, HACLA may impose heightened insurance coverage requirements and/or impose use conditions and restrictions to mitigate said risks, or revoke the Permit;

(2) Determine whether to suspend the Permit to permit additional review of the proposed change by HACLA officials; and

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(3) Determine whether to consult with the Permit Site's Resident Advisory Council ("RAC") or Resident Management Corporation ("RMC") concerning the proposed change.

7.3 Grounds for Permit Suspension or Revocation

(c) Failure to timely inform the Public Information Officer of any proposed material change in Permitted Activities as required in this section is grounds for Permit suspension or revocation, as set forth at section 8 below.

8.0 PERMIT SUSPENSION OR REVOCATION

8.1 Permit Suspension

(a) The Public Information Officer has the discretion to suspend the Permit issued hereunder upon the finding of a material deviation or violation of the Permit requirements, conditions or restrictions. Permittee shall be informed of the suspension and the grounds thereof and shall be given a reasonable opportunity to correct the defects or offending conditions prior to suspension. During the suspension, no Permitted Activities may be conducted at the Property or Permit Site without the express, written consent of the Public Information Officer. The suspension shall be lifted once the Permittee has corrected all defects. If the Permittee fails to correct the defects within a reasonable period of time, as determined by the Public Information Officer, the Permit shall be revoked.

(b) If at any time the License issued for the Permit Activities is suspended, the Permit issued hereunder shall also be suspended.

8.2 Permit Revocation

(a) The Public Information Officer has the discretion to revoke the Permit issued hereunder upon the finding of a material deviation or violation of the Permit requirements, conditions or restrictions that pose a serious risk of harm to persons or property. Whenever practicable, Permittee shall be given a reasonable opportunity to correct the defects or offending conditions prior to revocation. Following notification of Permit revocation, no Permitted Activities may be conducted at the Property or Permit Site without the express, written consent of the Public Information Officer.

(b) If at any time the License issued for the Permit Activities is revoked, the Permit issued hereunder shall also be revoked.