

**STATE BUILDINGS AND LAND
USE POLICY, APPLICATION AND AGREEMENT
Motion Picture Production/ Audio Production/Commercial Photography**

Name: _____
Title: _____
Company: _____
Business Address: _____
Local Address: _____
Business Phone: _____ Local Phone: _____
Mobile Phone: _____

DEFINITIONS:

Motion Picture or Audio Production means a:

- (1) feature length film
- (2) video
- (3) television series
- (4) commercial
- (5) music video or an audio recording; or
- (6) corporate production

for any combination of theatrical, television, or other media viewing or as a television pilot. The term does not include a motion picture that is obscene (as described in IC 35-49-2-1) or television coverage of news or athletic events.

Commercial Photography Production means:

The process of creating a still picture by recording an image on photographic film or electronic sensor for the purposes of wholesale, retail or professional use and for which the photographer is paid, either for the subject of the photography or for the photograph itself.

THIS PRODUCTION APPLICATION INVOLVES:

Motion Picture or Audio **OR** **Commercial Photography**

All motion picture productions filmed on location in state buildings or on state land must have prior written approval of the Indiana Department of Administration (IDOA), unless otherwise excepted. The IDOA requires a minimum of 168 hours (7 days) advance notice to process applications not requiring traffic control or complex activities. Different State Agencies have different advance notice requirements and multiple agencies may be involved in the approval process for use of the land. Approvals are based on impact to the property.

The Indiana Department of Transportation (INDOT) exercises authority over all state roads, and has its own requirements pertaining to use of state roads (Indiana Code, Title 8 and 105 IAC 1-14 and its successors). If your production requires the closure of all or part of a state road, or requires use of the land abutting a state road, you must contact INDOT for approval.

The Indiana Department of Natural Resources (DNR) exercises authority over all lands under its management and has its own requirements pertaining to the use of such lands (Indiana Code, Title 14 and 312 IAC 8 and its successors). If your production or activity is defined as a Motion Picture or Audio or Commercial Photography as defined herein requires the use of such lands, you must contact DNR for approval.

Different state agencies exercise different types of authority over lands or roads managed by those individual agencies. Therefore, many have individual administrative laws pertaining to the use of such lands and roads. Accordingly, there are different state administrative laws with which the applicant must comply.

In order to protect the integrity of the State's resources, it is imperative that all persons involved with a production understand the cultural, natural, architectural and/or archeological significance of the resource and how it contributes to the community, state or nation. An on-site meeting for this purpose may be required prior to commencement of production work.

I. SCHEDULING

IDOA will make state-owned buildings and lands reasonably available for use in motion picture productions on a first-come, first-served basis. Use or intended use of state property for Motion Picture or Audio and/or Commercial Photography as defined herein must be arranged prior to filming, production or use with the appropriate state agency.

II. RESTRICTIONS ON USE

This agreement shall be construed in accordance with and governed by the laws of the State of Indiana. This Use Agreement is granted subject to the plans for use described in the State Buildings and Land Use Agreement Addendum, discussed, and/or submitted by Company to IDOA prior to signing the Use Agreement. Any use that is not consistent with the plans or described use is impermissible.

IDOA and/or another affected State agency reserves the right to refuse use of state buildings and grounds for any event that may compromise the State of Indiana's ability to maintain security, to protect the public's health, safety, and welfare, or to protect the State's natural, cultural and other resources.

Additional protections are required by the State for any state-owned property listed on the State or National Registers of Historic Places and/or designated as National Historic or Natural Landmarks. Such protections are included in Appendix A and, when applicable, is attached and referred to herein. Such protections may be cause to refuse use of such state buildings or grounds.

The State reserves the right to have state employees present during filming days, even if standard policy of the Company is for all non-production personnel to leave the site.

The State reserves the right to interrupt and/or suspend production activities, when in the judgment of the State's on-site property representative, such activities compromise the State's ability to maintain adequate security, maintain appropriate care of the property or adequately protect the public's health, safety, and welfare.

Further, the State reserves the right to deny permission to any applicant whose proposed use of production materials is inconsistent with the mission of the affected state agency and/or is in direct conflict with the agency's administrative rules.

State reserves the right to document, by still photographs, any film shoot occurring on the property. Any use of these photographs will be for educational and/or archival purposes and permission will be requested from the Company for any other use. Such photographs are deemed as trade secrets and as such are not subject to Public Records Law until such time of film release or a determination is made that the film will not be released for public consumption.

The buildings and grounds shall not be used for any unlawful purpose.

The production may not interfere with normal government operations or unduly restrict public access to the buildings and lands on which Production is taking place.

Company must confine Production to the specified area. Company must:

- a) Not assign without the consent of the state;
- b) provide for all Production set-up and clean-up;
- c) require all participants to observe these guidelines and all applicable fire, occupancy, and building codes;
- d) provide any and all trash receptacles and sanitary facilities. Limited access to public restrooms is permitted unless state on-site property representative negates such use.
- e) Provide its own portable electrical sources or reimburse state for any use during production.
- f) obtain any and all required permits

- g) obtain any releases from any and all visitors and/or state employees who are filmed
- h) agree to be observed at all times by an on-site state property representative when anyone from the Company is on the property. Such representative shall have the approval authority over Company's requests regarding proposed changes to Plans for Use.
- i) Not injure, destroy or irreversibly damage any naturally, historic or culturally significant features.
- j) Provide the appropriate representative (Location Manager) on property at all times during production
- k) Provide to the State, at the time of application, the script or portion of the script to be filmed at the property . This is to determine if damage is likely to occur and also to determine if the film is appropriate for the property.
- l) Specify, in the plans for use, the purpose for which the images in the production will be used. Permission is granted only for that purpose and only for a single use. Use beyond the purpose stated in the plans for use or for any more than one use is expressly prohibited. No images are to be sold or utilized for other purposes without the express written permission of the State.
- m) Upon request from the State, provide references from owners of locations previously used by the Company, producer and/or Location Manager.
- n) At the request of the agency, provide an appropriate location credit with identification provided by the state agency.
- o) When filming "reality TV", any and all activities must be represented in an accurate and truthful manner.
- p) provide all services and facilities that the production may require; and
- q) be responsible for any and all damage either caused by participants and/or observers of the Production or occurring as a direct result of the Production.

III. CONSIDERATION

The State of Indiana does not charge a fee for use of state buildings and lands in the production of a motion picture; however, the State reserves the right to recoup costs incurred as a result of Production activities on state property.

IV. GENERAL RULES OF USE

ANIMALS

- Company must obtain prior written approval from the appropriate State agency for the use of animals in areas where animals are otherwise restricted

CLEAN UP

- The Company must leave buildings and grounds clean, clear of trash and debris, and restored to its prior condition upon completion of Production in State building or on State land in a manner satisfactory to the on site property representative. Trash is to be bagged and removed from state building and grounds. NOTE: The Company must supply all cleaning supplies and equipment; nothing is supplied by the State of Indiana.
- Time needed to return buildings and grounds to pre-production state must be included in calculation of production days at location, as Company specifies in the Use Agreement Addendum.

DAMAGES / INSURANCE

- Company is liable for all damages, expense, and loss – including theft and property loss – caused by any person who attends, participates in, or provides goods and services connected with the Production. Such costs will be assessed and charged to the Company. Replacement value may be used by IDOA to determine the damage cost charged.

- The state agency will specify whether damages will be repaired by the production crew or if the damage necessitates contracting professionals by the state agency at the expense of the Company. All damages shall be repaired or corrected to the satisfaction of the state prior to the conclusion of the production.
- Damaged historic or natural material must be replaced with same material or material appropriate to the building. Materials must also be of the appropriate craftsmanship. The on site property representative will make this determination. Inferior materials may not be utilized for financial reasons.
- By signing the Use Agreement, Company agrees to defend and hold harmless IDOA and the State of Indiana and its agents, officers, and employees from all claims and suits, including court costs and attorney's fees, and other expenses caused by any act or omission of the Company and/or his or her subcontractors, if any.
- Prior to the date property will be used for Motion Picture or Audio and/or Commercial Photography as defined herein Company shall provide IDOA with a Certificate of Insurance or insurance binder issued for the entire time period of the Production and a Surety Bond or other acceptable proof of financial responsibility for damages that may arise out of the Production. The Certificate of Insurance must carry a general liability of at least \$1,000,000, shall include theft of State Property and name the State of Indiana as additional insured for the entire time period of the Production. Surety Bond or other acceptable proof of financial responsibility for damages will be in an amount specified by this agreement.

DECORUM

- Cast, crew, and other Production service providers must keep noise level as low as possible so as to not disrupt others using the land or building, or those that neighbor the property. 72 hour Advance notice must be supplied to on site property representative of excessive noise levels associated with production. This is in order that appropriate notice can be provided to visitors, neighbors, etc.

DELIVERIES

- Deliveries of supplies and equipment may be made only at locations designated as loading areas by the State of Indiana, at times approved by the State.

ENFORCEMENT

- IDOA will dispose of any unauthorized or improperly posted material found in the building or on the grounds, and may charge the Production for the cost of repair. IDOA may use any of its statutory powers to enforce these guidelines.

EQUIPMENT

- The State will not assume liability for items delivered or stored on the premises. All equipment and materials brought in must be removed immediately following production, and must be approved by IDOA in advance upon signing the Use Agreement.

FOOD AND BEVERAGE

- Food and beverage use inside buildings or structures must comply with normal building or land policy regarding such matters.
- Except where prohibited by normal building or land policy, licensed caterers may use food-warming devices that require open flame; fire extinguishers must be provided.

NOTICES / DISPLAYS

- In posting approved materials, Company may not use stickers, labels, cellophane tape, or other attachments that will leave a glue, paste, or oil residue behind upon removal. Screws, nails or other mounting techniques that might adversely affect the structural or decorative integrity of any part of the building or grounds are prohibited, unless approved by written consent of IDOA.

PARKING

- During times that public parking lots are open to the public and parking places are available, Company is welcome to use that area in which to park. Company will not be permitted to keep the public from using the lot, unless written permission has been secured by the appropriate oversight authority.

PYROTECHNICS/SPECIAL EFFECTS

- Special Effects are not permitted except with the express written permission of the state agency.
- All filming activity that requires the use of flammable materials, explosive devices or open flames are considered pyrotechnics. Use of pyrotechnics must be approved by the State Fire Marshal. The State Fire Marshal may assign local fire department staff to be on location to monitor pyrotechnic activity. Cost of such monitor is the responsibility of the Production.
- Stunts or similar actions that may cause damage to the property shall be adequately planned to prevent damage and shall be approved by the State Agency prior to filming.
- Company shall verify with their insurance company to determine if additional or special coverage is required when special effects are involved.

SECURITY

- IDOA may determine additional security is needed for certain events. Company may be responsible for the costs of such additional security. In those cases, only security approved by the Indiana State Police, the DNR's Division of Law Enforcement or other state agency law enforcement will be permitted to be hired.
- Company must inform appropriate state agency law enforcement no later than one week in advance, of the name, date of birth, and Social Security Number of the proposed security officer.

SET-UP

- All set-up plans must have prior IDOA approval.
- All administrative rules applicable to the state agency must be observed and followed.
- In state parks and other outdoor locations, vegetation must not be removed or materially altered.
- Statues, fixtures, and other permanent building features must not be removed or materially altered without prior written consent of IDOA and the applicable state agency.
- Any procedures which will materially affect the property must be approved by the on site property representative.
- All signs erected or removed for Production purposes will be removed or replaced upon completion of the use of that location.

This agreement may not be modified except in writing and signed by the parties hereto. By signing this document, Company agrees to comply with and be bound by the terms of this agreement.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Company, or that he/she is the properly authorized representative, agent, member or officer of the Company, that he/she has not, nor has any other member, employee, representative, agent or officer of the Company, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face of this Agreement.

In Witness Whereof, Company and the State have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

Company:

State Agency Affected:
Indiana State Museum and Historic Sites Corporation

By: _____
Printed Name: _____
Date: _____

By: _____
Printed Name: _____
Date: _____

Approved as to form and legality
Office of the Attorney General
By: n/a per 10 IAC 2-3-1*
For: Gregory F. Zoeller, Attorney General
Date: 11/13/2007

*These exceptions/exemptions of signature requirements are based upon current regulations or policies where there is less than \$2,500.00 involved. This should be confirmed for each situation.

**State of Indiana
State Buildings and Lands Use
Agreement Addendum**

This form must be completed in full. The Use Agreement is not executable until this addendum is submitted.

Company: _____ **Date:** _____

Production Company: _____	Production Contact: _____
Company Contact: _____	Title: _____
Address: _____	Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone: _____	Phone: _____
Mobile: _____	Mobile: _____
Fax: _____	Fax: _____
E-mail: _____	E-mail: _____

Producer Name: _____
Director Name: _____
Location Manager Name: _____

Insurance Company: _____
Policy Number: _____
Liability Coverage Amount: _____
 State and Agency named as additional insured on certificate
 Surety Bond issued

Production Information
Production Title/Product: _____
Type of Production:
 Feature Film
 Short Film
 Television Production
 Video
 Corporate Production
 Commercial
 Other: _____
 Commercial Photography

Location Requested
Property Name: _____
County: _____
City: _____
Exact location within state-owned property: _____

Date Property use will begin (this is date when equipment may first be on property): _____

Filming Production dates at State location: _____

Anticipated hours of operation for filming production (specify times): _____

Anticipated production schedule (additional sheets may be attached): _____

Date property use will end (Date property will be vacated by all equipment, rented or otherwise, and crew): _____

Restoration of property is to be completed by (name of staff or company) by above end use date.

Description of scenes you'll be shooting (additional sheets may be attached): _____

Power requirements and type of power supply to be used: _____

Anticipated need for other state resources (traffic direction, law enforcement, utilities, etc.):

Anticipated number of people on location during production hours: _____
Anticipated resources/equipment to be brought on property during production
(owned/leased/rented by Company): _____

Number of vehicles at location:

Trucks: _____ Caterer: _____
Cars: _____ Motor homes: _____
Vans: _____ Picture Cars: _____
Generator: _____

Technical Information

Description of pyrotechnics to be used: _____
Technician Name: _____ License Number: _____
Phone number: _____

FOR STATE AGENCY USE ONLY:

State on site property representative: _____
Required amount of Surety Bond: _____
The following Location credit is required: _____

Appendix A.

ADDITIONAL REQUIREMENTS FOR HISTORICALLY OR NATURALLY SIGNIFICANT PROPERTY

- There are additional requirements for the use of these properties which will require additional approvals and approval time.
- Any treatment that will be done to historic building materials must be tested and proven for reversibility.
- Smoke or fogging machines are not permitted in historic buildings.

Walls, Floors, Ceilings

- On site property representative must give approval before anything is attached to walls, windows, doors, ceilings or woodwork. This includes paint or wall paper. Wall spreaders should be used to hang lights or other items that must be elevated in lieu of attaching these items to walls or ceilings. An architect will be required to be hired at the film company's expense to check fragile walls as old plaster can give way under the weight of spreaders.
- The moving of furniture must not scratch walls or floors.
- Floors and carpets must be protected with thick cover or layout board (not cardboard), especially under light stands.
- All light stands must have soft rubber tips and be double bagged with sand bags.

Furnishings

- Moving of artifacts will only be accomplished by appropriate state personnel.
- Moving of any furnishings belonging to the state must be approved by the on-site property representative.
- At no time may such furnishings or any artifacts be handled by the film crew.
- No furnishings belonging to the state are to be used in the production without prior written authorization of state agency personnel.
- Floral arrangements and plants must not leak or damage furnishings in any way. All such materials must be inspected for pests by the on site property representative before being brought onto the property or into a building. This also applies to props such as drinking glasses that may require the use of liquids

Exterior

- Any features removed from the building must be approved by the on site property representative (e.g. doors, windows, gutters) and must be replaced to their original position.
- No masonry shall be painted unless it has been previously painted and the on site property representative has approved this procedure.
- Other exterior painting must be approved by on site property representative.
- Electrical cables must enter buildings via designated accesses and used areas must be protected from damage.
- Removal, trimming, pruning or any other such changes in vegetation must be approved by the on site property representative.
- Invasive plants or animals are expressly prohibited from being brought onto the property.
- With the approval of the on site property representative, landscape features may be changed and left in place after filming provided that they are in keeping with the master plan of the property. Historic plant material may only be changed in accordance with the Cultural landscape plan and with approval from the on site property representative.
- All landscape features must be protected from vehicular traffic and pedestrian traffic.

Film Lights

- Film lights must have UV filter gels placed on them. UV filter gels eliminate 70% more UV rays than regular filming lights and are safe for fragile collection items such as paintings and fabric.
- No tungsten light is allowed due to heat.