**Searles Valley Historical Society**

**Agreement for the Use of Properties Owned by the**

**Searles Valley Historical Society for**

**Commercial Photo and/or Film Purposes**

**Mission of the Searles Valley Historical Society:**

The Searles Valley Historical Society is a non-profit Mutual Benefit Corporation whose purpose is to preserve and protect the true, accurate and complete history of Searles Valley and the surrounding desert areas for the benefit of future generations.

For the purposes of this document, Searles Valley Historical Society and the term SVHS are deemed equivalent. For the purposes of this document, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (company name) and the term Production Company are deemed equivalent.

**Photo and Filming Requests:**

All requests for commercial photos or film production on properties owned by the SVHS must be in writing and must include the following information:

* Type of production and synopsis of storyline.
* Name of production company (references may be required if production company is unknown to the SVHS).
* Approximate number of hours or days that the production will be on SVHS property.
* Any research or other assistance to be provided by the SVHS, including a complete listing of any historical records, photographs or artifacts required for the production.
* The number of people that will be in the production crew that is on SVHS premises.
* The proposed areas for filming or photography and the description of set up at each.

This request must be made in writing and mailed to the SVHS at PO Box 630, Trona, California 93592-0630 not less than three weeks prior to the proposed start date of production. After the SVHS receives a written request to use SVHS property for commercial photos or film production on properties owned by the SVHS, by return mail you will be provided with a blank Contract for Photo and/or Film Production on Properties Owned by the Searles Valley Historical Society.

A completed Contract for Photo and/or Film Production on Properties Owned by the Searles Valley Historical Society must be mailed to the SVHS at the above address, and received by the SVHS at least two weeks prior to the proposed start of production. This completed Contract must be accompanied by all Final Scripts for the production.

Upon SVHS acceptance of this contract, the requesting party will be promptly notified of such acceptance of said Contract. All fees that would accrue from completing the entire work schedule shown in the completed Contract, as determine from the fee schedule shown in section 8 of said Contract, must be paid within one week of SVHS acceptance of the Contract.

**Contract for Photo and/or Film Production on Properties Owned by the Searles Valley Historical Society**

1. This agreement is between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ , hereafter referred to as “Production Company,” and the Searles Valley Historical Society, hereafter referred to as SVHS.
2. SVHS hereby grants to Production Company, its officers, directors, employees, agents and/or contractors the right to enter and remain in or on the premises of the SVHS at the locations and dates shown below in Table 1, Schedule for Production.

**Table 1 – Schedule for Production**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Location** | **Start date** | **End date** | **Daily start time** | **Daily end time** |
| Old Guest House Museum |   |   |   |   |
| Trona History House |   |   |   |   |
| SVHS Archival Center |   |   |   |   |
| Trona Railway Museum |   |   |   |   |
| Trona Railway Caboose |   |   |   |   |
| Argus Tufa House |  |  |  |  |
| Fire Station Museum |   |   |   |   |

1. It is understood that permission to be on the selected premises is granted, provided that the guidelines for professional photography and motion picture production described herein are observed and that all instructions by the SVHS coordinator are observed at all times. If any action on the part of Production Company is found to be in violation of this agreement, SVHS reserves and retains the right to stop or cancel production at any time without the return of any fees paid to SVHS by Production Company.
2. Production Company personnel shall take every precaution to avoid damage to SVHS buildings, grounds and/or artifacts. If damage to any SVHS property should occur, Production Company will willingly accept full responsibility for any and all costs of restoring or replacing said buildings, grounds and/or artifacts to original condition to the complete satisfaction of the SVHS.
3. Production Company acknowledges that it is solely responsible for ensuring that safe work practices and procedures are followed by all of its officers, employees, agents and/or contractors. Production Company willingly assumes all liability for all of its officers, directors, employees, agents and/or contractors that might be injured or become ill while working on the property of the SVHS.
4. The SVHS assumes no liability for loss, theft or damages to property, equipment, vehicles, or anything else whatsoever, which Production Company may choose to bring upon the SVHS premises.
5. Production Company agrees to respect the rights of SVHS personnel and patrons at all times while on SVHS property.
6. For, and in consideration of, the rights herein granted, Production Company agrees to pay to SVHS a premises use fee of $200 per day. This fee will allow Production Company access to no more than two locations of the SVHS for that day. If more than two locations are to be used by Production Company on a single day, Production Company agrees to pay an additional $100 per day fee for each additional location. Payment of this premises use fee is to accompany the completed Contract when the completed Contract is returned to the SVHS. After the required fee has been paid and at any time up to the date that the premises are actually used for photography, Production Company may elect not to use the premises by giving SVHS notice of such election, in which case neither party shall have any obligation whatsoever, provided however that SVHS has the right to retain up to 50% of the fee paid, at the sole discretion of the SVHS. In addition to the above fees, Production Company shall pay a refundable deposit of $200 that is intended to ensure that Production Company fulfills its responsibility to restore all properties of the SVHS to their condition prior to the arrival of the Production Company on SVHS property.
7. Production Company promises to pay to SVHS a research fee of $20 for every hour that an SVHS researcher or member spends on Production Company requests for SVHS assistance on Production Company’s project. This fee shall be paid daily at the end of every day that an SVHS researcher or member works on said Production Company’s production.
8. Changes or cancellation of shooting schedule must be made at least 24 hours prior to the scheduled start time. All changes in the production schedule on SVHS premises must be approved by SVHS in advance of the new shooting schedule.
9. Production Company agrees to name the SVHS as an additional insured on a certificate of insurance for not less than $1 million with a 30 day cancellation notice. A copy of this certificate of insurance must be provided to the SVHS when the completed Contract is first returned to the SVHS two weeks prior to the start of production. This certificate of insurance is to cover liabilities and damages that may be caused by your crew or employees during the time of production on the SVHS premises.
10. The SVHS agrees that you will be the sole and exclusive owner of photographic product that features the SVHS premises. This product may be distributed, exhibited, and advertised throughout the world, at any time and by means of all media. It is the SVHS understanding that you intend to use the product for commercial or other purposes, but nothing in this agreement obligates you to do so. Accordingly, in no event shall the product revert to the SVHS.
11. You agree to indemnify and hold harmless and defend the SVHS from any and all loss, cost, liability, damage, and expense, including all attorney fees, arising under the terms of this Agreement and out of the exercise of the license granted by this Contract.
12. Neither this agreement nor any interest herein may be assigned by either you or the SVHS without the prior written consent of the other, and any purported assignment without consent shall be void. Any notice, request, instruction or other document shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to:

Company

 Address

 Contact person

and to the SVHS at:

 Searles Valley Historical Society

 P.O. Box 630

 Trona, California 93592 – 0630

1. This agreement shall be construed to be in accordance with and governed by the laws of the State of California. This agreement and the attached addendum constitute the entire agreement between you and SVHS and this Contract will supersede any prior agreements, whether written or oral, regarding matters set forth in this Contract.
2. Acceptance of this Contract is acknowledged and witnessed by the signatures below:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President,

Searles Valley Historical Society

**Addendum: Requirements and Limitations to Production and Production Content**

1. Content of the production **MUST BE** consistent with the mission of the SVHS. Specifically, the mission of the SVHS is to preserve and protect the true, accurate and complete history of Searles Valley and the surrounding desert areas for the benefit of future generations.
2. Content that contains excessive violence, sexual, or adult themes, or themes that depict Searles Valley and its history in a negative manner or that are historically false will not be allowed in any production filmed on the premises of the SVHS
3. Final scripts for the production must be submitted to the SVHS for their approval when the completed Contract is returned to the SVHS for SVHS approval of the project. At its sole discretion the SVHS may reject the script either in part or in its entirety, in which case the production will be either limited to exclude those parts of the script that are rejected, or prohibited entirely.
4. The SVHS reserves the right to review all scenes involving SVHS premises at any and all points in the production process of Production Company, and to deny the use of any scenes involving SVHS premises that the SVHS, at its sole discretion, determines to be contrary to or in violation of the mission of the SVHS. Whenever the SVHS determines that a scene is contrary to or in violation of the mission of the SVHS, Production Company shall have **no recourse** except to either modify said scene or completely remove said scene from its production.
5. Exhibits of the SVHS may not be permanently altered or changed. Any sets brought to SVHS premises must be approved prior to the production dates. Set construction will only be permitted with prior SVHS approval. **No tape may be applied to walls or exhibits**. Any material brought onto SVHS premises must be removed by members of the Production Company crew. Any exhibits of the SVHS that Production Company alters or changes must be restored to their original condition by Production Company. Failure to comply with any aspect of these requirements will result in forfeiture of the deposit paid by the Production Company.
6. Food and drink are not permitted inside any SVHS buildings and exhibit galleries, and smoking is prohibited on all properties owned by the SVHS.
7. Hazardous materials of any type, including flammable and noxious substances, are not permitted on any properties owned by the SVHS.