



SAN FRANCISCO
FILM COMMISSION

San Francisco Film Commission Identification Page

eMail: film@sfgov.org / fax: 415.554.6503

One Dr. Carlton B. Goodlett Place / City Hall, Room 473 / San Francisco, CA 94102

(A) Submission of Permit Application* (*NOTE: 2 STEPS)

1A) Please eMail or fax a copy of this document for preliminary review. Submission date: -29-14
2A) Also send the entire document with original signature (located on page 6). We suggest using a service which offers tracking. Final permit approval requires an original signature-is received.

(B) Contacts

Production Company Name: Age Films Productions, Inc.
Company Address: Adaline Prods LLC 9268 W 3rd St City: Beverly Hills
State: Beverly Hills Zip / Country: CA 90210 Phone: _____
Permit Contact: Jackie Shenoo Contact eMail: jshenoo@lakeshoreentertainment.com
Contact Phone: 703 407 5044 Location Manager: Gail Stempler
Director: Lee Toland Krieger Producer: David Kern
On Location Contact: Gail Stempler On Location Cell (required): 415 920 5151

(C) Contact Name For Final Economic Impact Reporting (required)

Name: Jackie Shenoo Phone: 703 407 5044 eMail: jshenoo@lakeshoreentertainment.com
*To provide you with the best service possible, section "H" of this form (on a separate page) requires you to provide economic feedback. Section "H" must be reported to the Film Office no more than 10 (ten) business days after camera wrap. Reported individual project budgets will remain confidential.

(D) Scene in San Francisco Discount Cards

As a valued guest of our City, during your production work in SF you are eligible* for Scene in San Francisco Discount Cards giving you access to discounts for participating stores, hotels and services. * Unfortunately, student permits are not eligible.
Would you like to participate? ☒ / ☐ Learn more about this FREE benefit to filming in SF at: www.filmsf.org

(E) Project Details

Title or Product (required): Age of Adaline
Estimated SF budget (required): 100K List Any "Name" Talent: N/A

(F) Production Type / Fees

If your production fits two categories, indicate both. You will pay ONE fee per day (the greater of the two)

<input checked="" type="checkbox"/> Feature Film	<input type="checkbox"/> Documentary	<input type="checkbox"/> Other (specify): _____
<input type="checkbox"/> TV Series / Pilot	<input type="checkbox"/> Corporate / Industrial	Fees: <input type="checkbox"/> \$100 Still Photography <input checked="" type="checkbox"/> \$200 Commercial, Web, Corporate, Industrial, Short <input type="checkbox"/> \$300 TV Series, Movie, Pilot, Documentary, MOW
<input checked="" type="checkbox"/> TV Commercial	<input type="checkbox"/> Web Content	
<input type="checkbox"/> Music Video	<input type="checkbox"/> Short	
<input type="checkbox"/> Still Photography	<input type="checkbox"/> Student	

Total # Days: 2
Total Due: _____

(G) Production Vehicles

*If additional space is needed, attach a separate sheet

Qty #	Size / Length EACH
	Honeywagon
	Wardrobe / Set Dressing / Props
	Production van
	Camera vehicle
	Grip / Electric vehicle
	Caterering vehicle*
	Motorhome*
	Other (Specify):

*Indicate if operating a mobile kitchen

*No pop-outs on City streets

Office Use Only:

Port:

MUNI:

Posting #

SFFC:

Total Paid:

\$1200.00 use charge

Check #

DB #

Receipt:

Start:

End:

Exhibit A

0013442

001427

5773

6690342
669042

Indicate Street Address OR Cross Streets
Please List Locations In Sequence By Date And Time

#	1	JFK Dr.			
Date & Day Of Week	9/15 Mon	<input type="checkbox"/> INT <input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	Start Time 7A	End Time 3P	Summarized Scenes: Taxi drives up to curb and parks at the Conservatory of Flowers
# Cast & Crew On Location: 40 <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size:					
OFFICE USE ONLY: <input type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services Conditions: <i>through Rec & Park</i>					

#	2	Pier 50 - end of the pier			
Date & Day Of Week	9/15 Mon	<input type="checkbox"/> INT <input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	Start Time 5P	End Time 10P	Summarized Scenes: View back to SF Car on pier
# Cast & Crew On Location: 25 <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Intermittent Traffic Control <input checked="" type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size: towable					
OFFICE USE ONLY: <input type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services Conditions: <i>PORT APPROVED Eisa Lamb</i>					

#	3	CA @ Montgomery			
Date & Day Of Week	9/16 Tues	<input type="checkbox"/> INT <input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	Start Time <i>10A</i> 9:30am	End Time 2P	Summarized Scenes: Taxi comes down CA St. Cable Car behind it Car parks 465 CA St. 2 PD
# Cast & Crew On Location: 25 <input checked="" type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input checked="" type="checkbox"/> Parking Request *Include map <input checked="" type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <input checked="" type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size:					
OFFICE USE ONLY: <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input checked="" type="checkbox"/> Police Services (2) Conditions:					

Provisions (Office Use Only)	<input checked="" type="checkbox"/> Must Allow Disability Access	<input checked="" type="checkbox"/> Parking per SFPD
<input type="checkbox"/> May Not Control Sidewalks	<input type="checkbox"/> Camera: Handheld / Tripod only	<input type="checkbox"/> Sidewalks Only

Exhibit A

Indicate Street Address OR Cross Streets
Please List Locations In Sequence By Date And Time

#	4	Montgomery / Green			
Date & Day Of Week	<input type="checkbox"/> INT <input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	Start Time	End Time	Summarized Scenes:	
9/16 Tues		1P	5P	Car drives up Green St turns onto Montgomery drives down hill thru Broadway with light. Traffic held at Vallejo St.	
# Cast & Crew On Location: 25 <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size:					
OFFICE USE ONLY: <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input checked="" type="checkbox"/> Police Services (2) Conditions:					

#	5	Driving various SF Streets			
Date & Day Of Week	<input type="checkbox"/> INT <input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	Start Time	End Time	Summarized Scenes:	
9/16 Tues		5P	9P	Alamo Square area North Beach area City Hall area	
# Cast & Crew On Location: 4 <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size:					
OFFICE USE ONLY: <input type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input checked="" type="checkbox"/> Police Services (2) Conditions:					

#	6	Plate shots SF streets various			
Date & Day Of Week	<input type="checkbox"/> INT <input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	Start Time	End Time	Summarized Scenes:	
9/18 Thurs		TBD	TBD	2 people driving around taking iconic SF shots handheld and sticks "student film style"	
# Cast & Crew On Location: 2 <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from DPT <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence *size:					
OFFICE USE ONLY: <input type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input checked="" type="checkbox"/> Police Services (2) Conditions:					

Provisions (Office Use Only)	<input checked="" type="checkbox"/> Must Allow Disability Access	<input checked="" type="checkbox"/> Parking per SFPD
<input type="checkbox"/> May Not Control Sidewalks	<input type="checkbox"/> Camera: Handheld / Tripod only	<input type="checkbox"/> Sidewalks Only

Exhibit A

Exhibit C: the San Francisco Police Department Film Production Guidelines

Request for Police Services - Administrative Code Section 10-B

Any person, corporation, firm or organization desiring additional personnel of the San Francisco Police Department, for law enforcement purposes within the City and County of San Francisco, may request the Chief of the Police Department to provide such personnel to perform such services in the number he/she determines to be necessary to perform the services. The Police Chief may also discontinue, providing of services at any time.

In accordance with the provisions of San Francisco Administrative Code Section 10-B, it is the policy of the Chief of Police to provide, or NOT PROVIDE, police personnel to monitor and assist film production companies while filming in public areas of San Francisco. All film production companies will be required to have police services provided unless it is determined by the Chief of Police or his/her designee that the size and extent of the production does not necessitate police personnel. The Police Chief may also discontinue an already established PLES project at any time.

All requests for police services shall be directed to the Police Law Enforcement Services (PLES) Officer as designated by the Chief of Police. A contact by a representative of the Production Company by phone or in person must be made in a timely manner prior to the start of filming. A written agreement must be completed to finalize the request and constitutes a revocable agreement to the production company from the Police Department to provide such services. Police services shall only be obtained through the PLES Unit.

Rate of billing. Pursuant to San Francisco Administrative Code Section 10-B, the rate of billing for officers assigned shall be at time and one half.

Billing procedures. The Department will follow the billing procedures set forth in Administrative Code Sec. 10B. A **deposit** for police services will be required in advance. The Police Department representatives will determine the amount of deposit after an evaluation of the estimated police services. The pay period for the San Francisco Police Department is a two-week period, ending every other Friday. Any billing will be mailed during the latter part of the following week after the end of the pay period.

Upon submission of a request for police services by a production company, a representative of said company shall contact the Police Coordinator in a timely manner and furnish the following information:

- Script - if requested
- Filming schedule
- All locations and approximate daily call times
- Detailed description of any stunt, chase scene, special effects, etc.
- Billing information
- Projected posting requirements
- Permits from other City agencies involved in filming

Officers

While detailed pursuant to Administrative Code Section 10-B, the officers' sole employer is the City and County of San Francisco. Officers are to perform police related duties only i.e., traffic control, pedestrian and crowd control. Officers assigned to movie details have two basic objectives; one is to maintain a police presence and protect the City's interest; the other is to assist the Production Company as much as possible, within these guidelines in completing their filming.

Officers assigned to details shall take appropriate police action whenever criminal activity is observed or when a citizen requests their assistance.

Police personnel will not be permitted to appear on film as part of the actual production (its commercial intent), without prior approval of the Chief of Police. "Appearance" refers to any activities, no matter how minor, which are filmed and which are under the direction of the production company. Thus, even a shot containing an officer in the background would be an appearance if the officer was directed by the Film company to be where he/she is.

Officers appearing in productions shall do so as secondary employment. Secondary employment requests would be submitted and all department regulations in this regard would be applicable. However, Departmental General Orders prohibits the use of Departmental issued equipment during the course of secondary employment without the express consent of the Chief of Police.

Labor Disputes (or demonstrations): The Police Department will not assign officers pursuant to Administrative Code Sec. 10-B to work at the location of an organized labor strike or other demonstration. The Police Department may at its discretion, assign officers to keep the peace as it would at any other event or location.

Officers detailed to movie companies shall not be directed to guard company equipment. They are to perform police related functions only. If equipment or material cannot be moved from an area where it may create a public hazard then an officer shall remain on location.

Equipment and Facilities

Any equipment, i.e., 3-wheel motorcycles, solos, etc., that is used by officers detailed to movie productions, may be billed to the production company accordingly.

Rates for equipment - to be determined, on as needed basis, by the Chief of Police or his/her designee.

Police Department equipment or the interior of police facilities will not be made available to production companies without the approval of the Chief of Police. Arrangements can be made through the Department Coordinator to take still photographs of equipment and facilities so that reproductions can be made.

Patches and decals of the San Francisco Police Department, uniforms, etc., shall not be provided without the approval of the Chief of Police.

Extensive technical advice regarding the San Francisco Police Department will not be provided. Technical assistance may be acquired through secondary employment guidelines.

All stunts, chase scenes, special effects, etc., shall be reviewed for approval by the Film Office and Police Department Coordinator

Filming Notice!

Filming to occur on Tuesday , September 16, 2014

Dear Neighbors,

Adaline Productions LLC will be filming scenes of a feature film on **Montgomery Street at Green Street** on Tuesday September 16th, 2014. Preparation for this film may start as early as **7AM**, filming will be finished by **12 NOON**.

To facilitate our filming, we will be posting some "No Parking" signs for preparation. Equipment vehicles will be on Montgomery in the dead end at Green St with some spaces on the street for picture cars. Personal crew cars will be parked off site.

We will have SFPD officers on site to assist with intermittent traffic control (ITC). Pedestrians, residents, and business-owners will be able to access streets normally.

We have applied for the necessary permissions from the City and maintain all legally required liability insurance. When permission is granted, a copy of the Use Agreement will be on file at the City's Film Office and will also be available on location.

We will make every effort not to disturb you and will not arrive earlier or vacate the neighborhood later than the agreed upon time. We appreciate your hospitality and cooperation while we are filming in your neighborhood.

Thank you,

Gail Stempler Location Manager

Questions?



415-720-5151	Gail Stempler, Location Manager
415- 935-1007	Simon Lake Key Asst. Loc. Mgr.
415 666 6721	Karen McCabe Production Coordinator
415-554-6241	SF Film Commission
415-553-7942	SF Police Department

Filming Notice!

Filming to occur on Tuesday , September 16, 2014

Dear Neighbors,

Adaline Productions LLC will be filming scenes of a feature film on **California Street between Montgomery Street and Leidesdorff Alley** on Tuesday September 16th, 2014. Preparation for this film may start as early as **930AM**, filming will be finished by **2PM**.

To facilitate our filming, we will be posting some "No Parking" signs for preparation. Equipment vehicles will be on California St. East of Leidesdorff, with some spaces on on California St. West of Leidesdorff for picture. Personal crew cars will be parked off site.

We will have SFPD officers on site to assist with intermittent traffic control (ITC). Pedestrians, residents, and business-owners will be able to access streets normally.

We have applied for the necessary permissions from the City and maintain all legally required liability insurance. When permission is granted, a copy of the Use Agreement will be on file at the City's Film Office and will also be available on location.

We will make every effort not to disturb you and will not arrive earlier or vacate the neighborhood later than the agreed upon time. We appreciate your hospitality and cooperation while we are filming in your neighborhood.

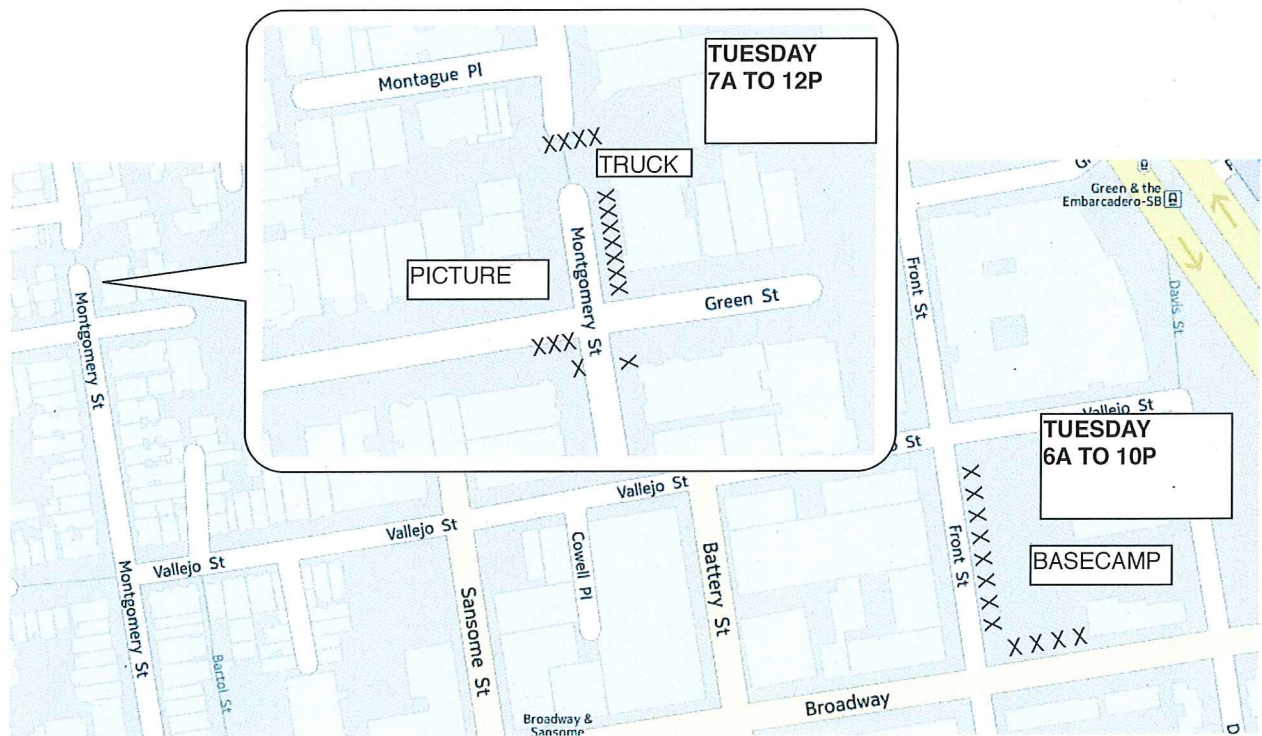
Thank you,

Gail Stempler Location Manager

Questions?



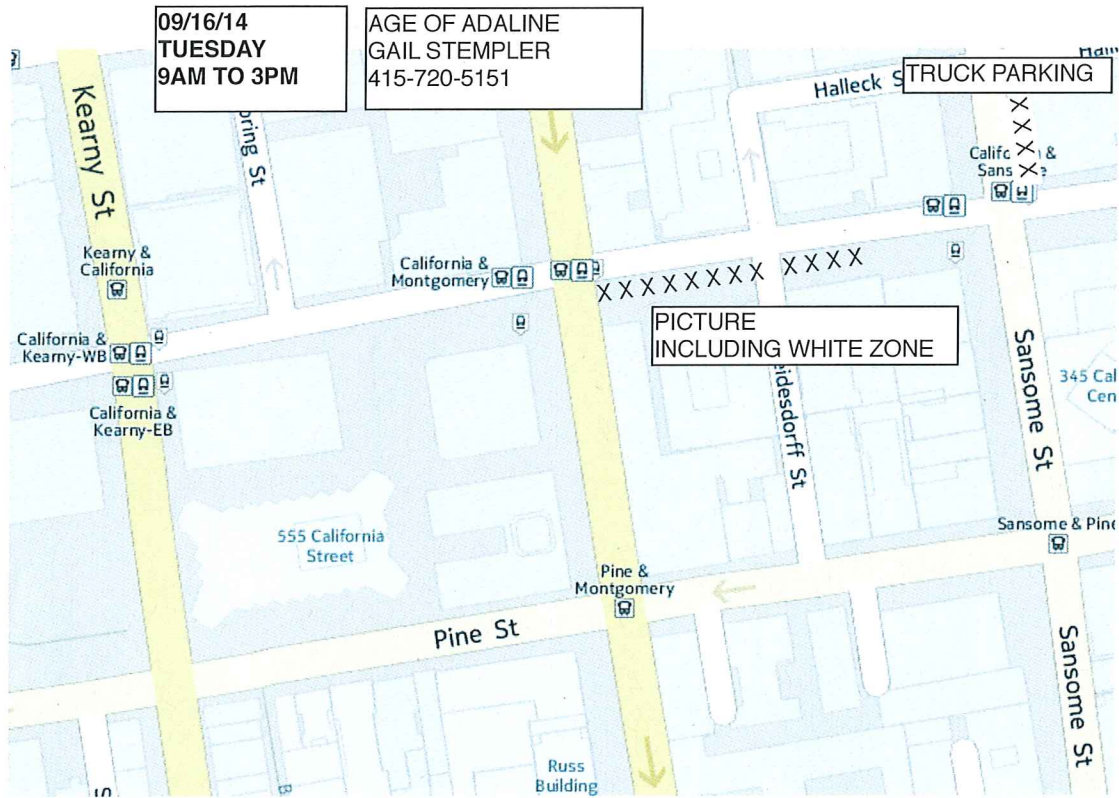
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415-554-6241	SF Film Commission
415-553-7942	SF Police Department



09/16/14
TUESDAY

AGE OF ADALINE
GAIL STEPLER
415-720-5151

#14SF237



#14SFL37

**USE AGREEMENT FOR CITY PROPERTY
FOR FILM PRODUCTION AND RELATED ACTIVITIES**

CONTRACTOR: Age Films Productions Inc.
(Type Name)

FOR CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 

Executive Director
San Francisco Film Commission

STANDARDIZED, PRE-PRINTED USE AGREEMENT
APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: 

Deputy City Attorney

MODIFICATIONS TO STANDARDIZED AGREEMENT
APPROVED AS TO FORM:

☐ DENNIS J. HERRERA, City Attorney

By: _____

Deputy City Attorney

**USE AGREEMENT FOR CITY PROPERTY
FOR FILM PRODUCTION AND RELATED ACTIVITIES**

THIS USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES ("Agreement") dated 8-29-14 is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Film Commission ("City") pursuant to San Francisco Administrative Code Sections 57.1 et seq., and Age Films Productions ("Contractor").

1. Authorization to Use. In consideration of Contractor's performance of its obligations under this Agreement, City confers to Contractor a revocable, personal, non-exclusive and non-possessory license to enter upon and use that certain real property owned by City (the "City Property"), as described in the Identification and Location Information attached hereto as Exhibit A (the "Location Form"), for the purposes and subject to the terms, conditions and restrictions set forth below. Contractor shall bear all costs or expenses of any kind in connection with its use of the City Property.

This Agreement does not constitute a grant of any ownership, leasehold, easement or other property interest or estate in the City Property to Contractor. City is acting only in its proprietary capacity in granting the license given to Contractor under this Agreement. Contractor acknowledges that (i) such grant is effective only insofar as the City's rights in the City Property; (ii) Contractor must separately obtain all regulatory approvals of City or any other applicable governmental entity necessary for the Permitted Uses (as defined in Section 2); and (iii) Contractor shall separately obtain the approval of any affected City department head or his/her designee, or the Mayor or Mayor's designee if there is no specific City department affected.

2. Use of City Property. Contractor may enter and use the City Property for film production and related activities only (the "Permitted Uses") during the times specified in the Location Form; said Location Form may be amended in writing by mutual agreement of the parties. Contractor shall comply with all conditions to approval or use guidelines set forth in the Location Form, the General Guidelines and Information for Filming in San Francisco attached hereto as Exhibit B, the San Francisco Police Department Film Production Guidelines attached hereto as Exhibit C, or as otherwise required by City. City reserves the right, at its sole discretion, to change such guidelines as necessary to promote or protect the public safety, health or convenience. City shall give Contractor reasonable prior notice of any such changes, provided, however, that no such prior notice shall be required in emergency situations. Contractor shall keep the City Property free and clear of any liens or claims of lien arising out of Contractor's use of the City Property and Contractor shall use commercially reasonable efforts to minimize any disruption that its activities may cause to the City Property or its general vicinity.

3. Restrictions on Use. Contractor shall not use, and Contractor shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the City Property for any activities other than the Permitted Uses. The term "Agents" shall mean Contractor's officers, directors, members, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term "Invitees" shall mean Contractor's invitees, guests or business visitors. By way of example only and without limitation, the following uses of the City Property by Contractor, or any of its Agents or Invitees, are prohibited:

- (a) Contractor shall not construct or place any permanent structures, signs or improvements on the City Property, nor shall Contractor alter any existing structures, signs or improvements on the City Property.
- (b) Contractor shall not conduct any unauthorized activities on or about the City Property that constitute waste or nuisance.
- (c) Contractor shall not damage City's real or personal property.
- (d) Contractor shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated or disposed of in, on or about the City Property, or transported to or from the City Property; provided, however, that Contractor may bring gasoline and petroleum products on the City Property to run generators and propane for catering activities, provided such products are in commercially reasonable amounts and stored in a commercially reasonable manner.

(1) Contractor shall immediately notify City of any release or suspected release of Hazardous Material. Contractor shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Contractor shall, without cost to City and in accordance with all laws and regulations, return the City Property to the condition immediately prior to the release. Contractor shall allow City to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

(2) For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section 25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the City Property.

4. Subject to City Uses. Notwithstanding anything to the contrary in this Agreement, Contractor's rights to use the City Property hereunder shall be subject and subordinate to City's necessary uses of the City Property for municipal purposes. City retains the right to use or allow other persons to use the City Property in a manner that does not unreasonably interfere with Contractor's activities hereunder.

5. Term of Agreement. The privilege given to Contractor pursuant to this Agreement is temporary, only. This Agreement shall become effective upon execution hereof and shall expire on 5:00 p.m. on 11/15/14, unless amended or sooner terminated pursuant to the terms hereof.

6. Surrender. Upon the cancellation, expiration, or termination of this Agreement, Contractor shall surrender the City Property in the same condition as received free from hazards and clear of all debris and of all property of Contractor or its Agents or Invitees. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

7. Repair of Damage. Contractor shall promptly, at its sole cost, repair any and all damage to the City Property and any personal property located thereon caused by Contractor or its Agents or Invitees. Contractor shall obtain City's prior approval of any party to be used by Contractor to conduct such repair work. If Contractor damages City facilities or any personal property, the final repair costs owed by Contractor shall be determined by the City, in its sole discretion, and shall be paid by Contractor within five (5) days of City's demand therefor. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

8. City's Right to Cancel. City reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of the following conditions.

(a) Contractor fails to promptly pay all fees or charges under this Agreement when due.

(b) Contractor fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving City's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Contractor fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. Notwithstanding anything to the contrary in the foregoing, City reserves the right to cancel this Agreement immediately and without prior notice, if, in the City's sole judgment such action is warranted by such default or breach.

(c) The City determines that there is an emergency requiring cancellation or termination of the Agreement.

9. Compliance with Laws; Regulatory Approvals. Contractor shall, at its sole expense, conduct and cause to be conducted all activities on the City Property in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether presently in effect or subsequently adopted, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, local, state and federal laws prohibiting discrimination in employment and public accommodations. Contractor shall, at its sole expense, procure and maintain in force at all times during its use of the City Property any and all business and other licenses or approvals necessary to conduct the Permitted Uses. Contractor understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the City Property and not as a regulatory agency with police powers.

10. Public Safety. Contractor agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety.

11. Utilities. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the City Property. Contractor shall locate any such utilities and protect them from damage arising out of Contractor's activities. Contractor shall be solely responsible for arranging and paying for the Permitted Uses.

12. City's Right to Cure Defaults by Contractor. If Contractor defaults in the performance of any of its obligations under this Agreement, City may, at its sole option, remedy such failure for Contractor's account and at Contractor's expense by providing Contractor with three (3) days prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Contractor is obligated to perform. Contractor shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees and costs, in remedying or attempting to remedy such default. Contractor's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

without limitation, damages for decrease in the value of the City Property and claims for damages or decreases in the value of adjoining property. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. Contractor shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor's obligations under this Section shall survive the expiration or termination of this Agreement.

19. Copyrights. Contractor shall obtain all approvals for, and pay for all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the film production and related activities.

20. Ownership of Results. City recognizes and agrees that it shall hold no ownership or other proprietary interest in the film products created by Contractor pursuant to this Agreement. City agrees that it shall take no action to prohibit, delay or otherwise inhibit Contractor's rights to utilize the film products created by Contractor pursuant to this Agreement as a result of Contractor's breach of any of the terms, covenants or conditions of this Agreement.

21. No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Contractor prior to completion of filming in San Francisco unless first approved by Executive Director of the Film Commission by written instrument executed and approved in the same manner as this Agreement.

22. No Joint Ventures or Partnership; Independent Contractor. This Agreement does not create a partnership or joint venture between City and Contractor. Contractor shall be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with any and all Federal, State or Local law and all other regulations governing such matters.

23. Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of the City and the Contractor, including, but not limited to, fire, casualty, or labor strike, which event renders impossible the fulfillment of any term of this Agreement, Contractor and the City shall have no right to nor claim for damages against the other.

24. Tobacco Advertising. Contractor acknowledges and agrees that, pursuant to San Francisco Administrative Code Section 4.20, no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

25. Possessory Interest Taxes. Contractor recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Contractor may be subject to the payment of property taxes levied on such interest under applicable law. Contractor agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law. Contractor shall pay all of such charges when they become due and payable and before delinquency.

26. Payment of Taxes. Contractor agrees to pay all taxes of any kind that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law.

27. Notices. Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

To City: Executive Director
Film Commission
City Hall, Room 473
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

To Contractor:

Age Films Productions Inc
9268 W 3rd St
Beverly Hills, CA 90210

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day

delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S. first-class mail on such date.

28. Location Credit. Contractor shall expressly give credit to the "City and County of San Francisco" in the credits of any film resulting from the activities under this Agreement. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Contractor's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

29. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and Contractor. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) Except as expressly set forth herein to the contrary, all approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Executive Director of the Film Commission or other authorized City official. (d) This instrument (including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement shall be governed by and subject to California law and the City's Charter and Municipal Code. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. (i) If Contractor consists of more than one person then the obligations of each person shall be joint and several. (j) Contractor may not record this Agreement or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Contractor hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns.

Contractor represents and warrants to City that it has read and understands the contents of this Agreement and agrees to comply with and be bound by all of its provisions. Contractor further represents and warrants to City that all information provided by Contractor in the Identification and Location Information is true and correct.

SIGNATURES

FOR CONTRACTOR:

Age Add Films Production Inc.

(Company Name)

a *Film production*

(Type of Business/Entity)

By: *J. Murphy for DAVID KERN*

(Authorized Representative Signature)

Its: *Loc Manager*

(Authorized Representative Title)

Exhibit B: the General Guidelines and Information for Filming in San Francisco

Filming on City streets and neighborhoods is coordinated through the Film Office, which makes referrals to other City departments depending on the particular needs of any given production.

The foundation of all projects approved to film on City property is the submission of a Use Agreement, insurance certificate and payment of use fees.

It is highly recommended that you make an appointment with the film office to discuss the particulars of your project. For more involved productions it will be necessary to schedule an onsite location visit to coordinate the details.

Please note that the film office requires the original paperwork, so it will be necessary to mail or messenger the application to the Film Office no less than 72 hours in advanced.

Film projects may require SFPD officers depending on the complexity of a shoot, the need for traffic control or whenever the Film Office or SFPD deem it necessary. See SFPD Guidelines for more details.

Street parking for film shoots must be posted 24 to 72 hours prior to the posting going into effect. See [Posting No Parking Signs](#) for more details.

Projects requiring street/lane closures and or Intermittent Traffic Control require coordination with the SFPD. Street closures are arranged through the [Department of Parking and Traffic](#) and require a five-day minimum to process.

The hours of filming in residential areas is restricted from 10:00pm to 7:00am. Night shoots are permitted during the restricted hours with the consent of the film office, pending the submission of a completed signature survey. Parking in commercial areas may have restrictions during commute hours. See [Hours of Filming](#) for more details.

Residents must be notified in writing 72 hours before shooting in a residential neighborhood. Neighborhood Notification fliers must include the company, shooting times, and the name, address, and phone number of the company's local office or representatives. Notification fliers must be submitted to the film office prior to their distribution. See [Sample Neighborhood Notification](#) for more details

Meals shall not be eaten on public right-of-way, including sidewalks. Productions must secure an off street location for catering and craft service.

Production Companies are required to provide the Film Office and the SFPD with copies of shooting scripts and locations schedules.

No littering is permitted and all garbage must be cleaned up completely when leaving the location.

The public must not be deprived egress or ingress to private or public property (no blocking driveways, alleys, doorways, handicapped access).

Often times production companies will need to post directional signs steering crew members to their destinations, see [guidelines for directional signs postings](#) .

Any project that is working in San Francisco for more than seven days is required to obtain a business license. The business license application must be filed with the office of the [Treasurer and Tax Collector](#) .



SFMTA
Municipal
Transportation
Agency

Edwin M. Lee, Mayor

Tom Nolan, Chairman

Malcolm Henricke, Director

Joël Ramos, Director

Edward D. Reiskin, Director of Transportation

Cheryl Brinkman, Vice-Chairman

Jerry Lee, Director

Cristina Rubke, Director

**RIDER TO FILM OFFICE USE AGREEMENT CONDITIONS FOR USE OF
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY
MUNICIPAL RAILWAY FACILITIES AND EQUIPMENT**

This Rider to Film Office Use Agreement (Rider) shall be attached and become a part of a Use Agreement issued to the Contractor by the San Francisco Film Office of the City and County of San Francisco. The conditions stated in this Rider shall supplement the Use Agreement and shall apply to all use of facilities and equipment of the San Francisco Municipal Transportation Agency (SFMTA), including the public transit system under the jurisdiction of the SFMTA known as the Municipal Railway (Muni), during production or in conjunction with any production filmed in San Francisco. No person or entity shall be authorized to use or film SFMTA facilities or equipment without obtaining a Rider executed by the Director of Transportation (Director) or his designee, and complying with its terms, including, but not limited to, paying any fees or charges associated with the use of Muni facilities or equipment.

Contractor: **Age Films Productions Inc. → Adaline Productions LLC (uscompany)**
(Canadian Company)

Contact Person: **Gail Stempler, 415-720-5151, gail.stempler@gmail.com**

Address: **Adaline Productions LLC 9268 W. 3rd Street, Beverly Hills, CA 90210**

Local Telephone: **415-720-5151**

Headquarters Telephone: **703-407-5044**

Production (title, type, etc.): **Feature Film- "Age of Adaline"**

Locations Covered by Rider: **various SF streets / b-roll footage of SFMTA trademarked image**

Dates & Times of Production: **9/14/14**

Date of Issuance of Rider: **9/15/14 - 9/16/14**



Terms & Conditions:

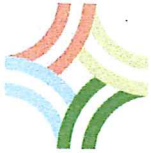
- **Production.** SFMTA understands that the filming will be a production where the SFMTA equipment may appear predominately in the film or only incidentally in the film during the normal course of its operation. Contractor agrees not to intentionally doctor, edit or otherwise manipulate the film so as to portray SFMTA, Muni, or any of its commissioners, officers or employees, in an unnatural setting or operating the equipment in an unusual or unnatural way.
- **Use.** The Director shall have the right to specify the locations of any facilities, as well as the times that facilities or equipment may be used. The Director shall have the right at any time to inspect the site or use, and in the event of emergency, to take such action as may be required for the protection of persons or property.
- **Costs.** The Contractor shall reimburse SFMTA for all costs incurred by SFMTA in providing use of its employees, equipment, facilities or other property for the production. Prior to issuance of the Rider, SFMTA shall invoice the Contractor its estimated charges for all production activities, including a contingency deposit should the actual costs exceed the estimate. The Contractor shall make payment in advance by certified check made out to SFMTA, or by paying online at <https://paydirect.link2gov.com/SanFranciscoFilmCommission>.
- **Advertising & Signs:** No signs, posters or similar devices shall be erected, displayed or maintained in view of the general public in or above the production area without written approval of the Director. Any not so approved will be removed at the expense of Contractor. Contractor shall acquire or construct and erect, display and maintain, at its expense, any sign required by the Director. No advertising signs or posts installed on vehicles or facilities under SFMTA's transit advertising contract may be removed without written permission of the advertising contractor. In no event shall Contractor place advertising of cigarettes or tobacco products on a Muni vehicle or facility or on any other SFMTA equipment or facilities. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in



any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or stop smoking.

- **Insurance:** For any production conducted at any SFMTA facility or on any Muni vehicle, liability policies shall be endorsed to name SFMTA as an additional insured. For a production using cable cars, trolley cars or light rail vehicles, insurance policies shall not have exclusions in coverage for conducting production-related activities on, in or about rail vehicles or rail facilities. Only the Director or his designee, with the concurrence of the City's Risk Manager, shall be able to waive any insurance requirements with respect to use of SFMTA facilities and equipment. The Contractor shall submit copies of all certificates of insurance to SFMTA for approval prior to issuance of the Rider.
- **License.** SFMTA is the sole and exclusive owner of various intellectual property that it uses in connection with its transit services and products it offers to the public, including, but not limited to, the following trademarks/servicemarks, which image(s) may be visible on a Muni vehicle, SFMTA parking meter or other SFMTA equipment or facilities filmed under this Use Agreement:
 - the "MUNI® 'worm' logo"
 - the OShaughnessy design® ("S.F. Municipal Railway" and design)
 - SFpark®

Through this Rider, SFMTA grants Contractor a license to use such trademarks in connection with the filming authorized under the Use Agreement. Contractor may not use these trademarks for any other purpose without the express permission of the SFMTA.



Edward D. Reiskin
SFMTA Director of Transportation

Adaline Productions LLC

Contractor

By: _____

Signature of Authorized Officer

Executive Producer

Title



SFMTA
Municipal
Transportation
Agency

Edwin M. Lee, *Mayor*

Tom Nolan, *Chairman*

Malcolm Henicke, *Director*

Joél Ramos, *Director*

Edward D. Reiskin, *Director of Transportation*

Cheryl Brinkman, *Vice-Chairman*

Jerry Lee, *Director*

Cristina Rubke, *Director*

Date: **9/12/14**

Bill To:

**ATTN: Maggie Weiland
San Francisco Film Commission
City & County of San Francisco
One Dr. Carlton B. Goodlett Place
City Hall, Room 473
San Francisco, CA 94102**

Adaline Productions LLC

Contractor: **Age Films Productions, Inc.**

Activity: **USE OF IMAGE FEE**

Cost: **\$1,200.00**

Total: **\$1,200.00**

You may choose to make pay online at:

<https://paydirect.link2gov.com/SanFranciscoFilmCommission>

Or make check out to:

San Francisco Film Commission

Thank you.

Vendor/Employee #: CITYSF

Name: CITY & COUNTY OF SAN FRANCISCO

09/15/14

001344

Invoice #	Date	Invoice Amt	Amount Paid	Discount	Amount	Description
CKRQ091214	09/12/14	1,200.00	1,200.00	0.00	1,200.00	9/15-9/16 LIC FEE-SFMTA IMAGE

SFMTA USE
of image
fee

SAN FRANCISCO
Film Commission

RECEIPT DATE 9/15/2014 No. 669034

RECEIVED FROM Adaline Productions LLC \$ 1200.00

twelve hundred and 0/100's DOLLARS

☐ FOR RENT
☒ FOR SFMTA Feature USE of image fee

ACCOUNT	
PAYMENT	1200.00
BAL. DUE	

☐ CASH
☒ CHECK
☐ MONEY ORDER
☐ CREDIT CARD

FROM 001344 TO mw

BY [Signature]

CHECK TOTAL

1,200.00

ADALINE PRODUCTIONS LLC
9268 W. 3rd St.
Beverly Hills, CA 90210
(310) 867-8025

WELL'S FARGO BANK, N.A.
820 MONTGOMERY ST.
SAN FRANCISCO, CA 94133

11-24/1210

001344

Check No.	Check Date	Vendor/Emp
001344	09/15/14	CITYSF
Check Amount		

* One Thousand Two Hundred Dollars and 00 Cents *

\$1,200.00

PAY
TO THE
ORDER OF

CITY & COUNTY OF SAN FRANCISCO
ATTN: SF FILM COMMISSION
1 DR. CARLTON B. GOODLETT PL.
SAN FRANCISCO, CA 94102

TWO SIGNATURES REQUIRED

001344 121000248 4941289217

SAN FRANCISCO POLICE DEPARTMENT

POLICE LAW ENFORCEMENT SERVICES (P.L.E.S. UNIT)

PROJECT PLANNING AND ESTIMATE ONLY

Prepared for : Adaline Productions

Contact Person : Gail Stempler 415-720-5151

Name of Project:	Indie Film						
Date(s) of Assignment:	Tuesday, September 16, 2014						
Location(s):	various						
Length of Project:	Hours:	Days:	Weeks:	On-Going			
PLES Cost Estimate Calculator w/ Rate as of July 1, 2012							
RANK		# Personnel Needed	# HOURS NEEDED	TOTAL HOURS	Reg. / Night Hrs	Rate Per Hour	Total Per Rate
OFFICER 9/16	Q4	0	0	22	Day Rate	\$104.11	\$2,290.42
	Q4	0	0	6	Night Rate	\$108.45	\$650.70
ESTIMATE TOTAL							\$2,941.12

Prepared by: Sergeant Michael Radanovich

Date: Tuesday, September 09, 2014

A deposit of 50 % of estimated costs must be paid before the assignment begins in order to pay the assigned Officers without delay pursuant to a court ordered city policy.

NOTE:

- 1) Officers are reimbursed for a minimum of **FOUR HOURS**.
- 2) The hourly rate includes a 6.25% premium for working hours between 6:00 p.m. and 6:00 a.m.
- 3) This billing reflects our anticipated costs. The final costs for Police Services maybe higher or lower depending on the actual hours provided. Final invoice will be mailed after the pay period.
- 4) Movie and commercial projects will be billed (and the officer compensated) for four hours if there is a cancellation by the said company less than 24 hours prior to the scheduled start of the assignment.

Please forward your advanced payment to:
SAN FRANCISCO POLICE DEPARTMENT
 Field Operation Bureau / PLES Unit
 Attn: Sergeant Michael Radanovich
 850 Bryant Street, Room 528
 San Francisco, CA. 94103
 (415) 553-1305

Make Payments to:
SAN FRANCISCO POLICE DEPARTMENT
 Police Law Enforcement Services
 850 Bryant Street, Room 528
 San Francisco, CA. 94103

Estimate accepted by:

PRINT

SIGN

Date: _____

Vendor/Employee #: CITYSF

Name: CITY & COUNTY OF SAN FRANCISCO

10/22/14

001427

Invoice #	Date	Invoice Amt	Amount Paid	Discount	Amount	Description
102114	10/21/14	600.00	600.00	0.00	600.00	9/15-9/16 FILM PERMIT

SAN FRANCISCO
FILM COMMISSION

RECEIPT		DATE <u>10/22/2014</u>	No. <u>669042</u>
RECEIVED FROM <u>Adaline Productions LLC</u>		<u>\$600.00</u>	
<u>SIX hundred and 00's</u>		DOLLARS	
<input type="radio"/> FOR RENT <input checked="" type="radio"/> FOR <u>2 days of Feature Film</u>			
ACCOUNT		<input type="radio"/> CASH <input checked="" type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD	
PAYMENT	<u>600.00</u>	FROM <u>001427</u>	TO <u>mw</u>
BAL. DUE		BY <u>[Signature]</u>	

CHECK TOTAL

600.00

ADALINE PRODUCTIONS LLC
 9268 W. 3rd St.
 Beverly Hills, CA 90210
 (310) 867-8025

WELLS FARGO BANK, N.A.
 820 MONTGOMERY ST.
 SAN FRANCISCO, CA 94133

11-24/1210

001427

Check No.	Check Date	Vendor/Emp
001427	10/22/14	CITYSF
Check Amount		

* Six Hundred Dollars and 00 Cents *

\$600.00

TWO SIGNATURES REQUIRED

PAY
TO THE
ORDER OF

CITY & COUNTY OF SAN FRANCISCO
 ATTN: SF FILM COMMISSION
 1 DR. CARLTON B. GOODLETT PL.
 SAN FRANCISCO, CA 94102

[Signature]
[Signature]

001427 1121000248 4941289217