

# **HUMBOLDT STATE UNIVERSITY POLICY FOR COMMERCIAL VISUAL AND SOUND PRODUCTIONS**

**ADOPTED MARCH 2008**

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## **Introduction:**

This Policy presents guidelines for the use of Humboldt State University (“HSU” or the “University”) as a site for commercial visual and sound productions (“Production(s)”). Production is defined to include the capture of moving images of HSU property or sound at HSU property by any means on any media, including film, videotape, digital disk or any electronic or other medium or to the Internet.

This Policy takes into consideration HSU’s primary mission and academic priorities. Any Production should not significantly interfere with the normal operations of the University. Any Production should not cause significant disruption of HSU employees or students, and whenever possible, should be scheduled on weekends and during vacation periods. First consideration will be given to those Productions which best showcase HSU’s role as the premiere public university of California’s North Coast. HSU reserves the right to deny a request for any Production for any reason. Persons granted the right to operate at HSU (“Production Companies”) are responsible for meeting the requirements of this Policy and for fulfilling all relevant legal obligations and requirements.

This Policy does not restrict faculty or students seeking to engage in any strictly academic filming or sound production endeavors.

For assistance or more information, contact HSU’s Office of Marketing & Communications at (707) 826-3321.

## **Production Company Information:**

The University requires communication with an authorized representative from the Production Company. This person must be able to make decisions for the company and will be held accountable for compliance with University requirements as defined in these guidelines.

## **Production Process and Timeline:**

Anyone planning a Production that utilizes any area owned or controlled by the University will need to obtain written permission from the Vice President for Advancement prior to production. Film permit requests and a script (see attached form) must be submitted to the Office of Marketing & Communications prior to any consideration. Generally, the approval process takes at least three weeks.

Requests should include information regarding locations, days and hours of work, number of people involved in each day's work, type of activity to be included, list of equipment and vehicles used in connection with the work, and number, and size and composition of structures involved. Production staff must display official credentials, approved in advance by the University, at all times while working on campus.

### **Script Review and Prohibited Elements:**

A copy of the final script or storyboard for the Production must be submitted to the University for review prior to approval. Any script changes or additions must be brought to the attention of the HSU Marketing & Communications Office prior to filming or recording. Substantive changes to the script may cause the University to withdraw permission for use of its locations.

Productions must be consistent with the interests of the University. They may not include implied or actual campus endorsement of products, candidates, causes or concerns, or representations which could be seen as derogatory or defamatory toward HSU.

The following types of content are expressly prohibited, and if it is discovered that they are included in the Production, are grounds for immediate withdrawal of permission to film:

- any depiction of nudity, whether total or partial;
- any depiction of actual or simulated sexual acts; and
- any implied or actual alcohol, tobacco or drug use.

Plans for special effects involving pyrotechnics on campus will be reviewed closely, as will simulated car chases and scenes involving gunfire.

Productions may not include any recognizable person or voice without the subject's written consent.

Any identification of HSU as the location of the Production must be approved in advance by the Marketing & Communications Office. Requests for HSU identification should describe how the identification will be made and in what subject matter context. No trademarked icons or widely recognizable landmarks of HSU shall be filmed or otherwise reproduced for any commercial purposes, unless approved in advance by the Marketing & Communications Office.

Any use of the names, marks, logos or trademarks of HSU is governed by the policies and executive orders of the Trustees of the California State University and by California and Federal law.

### **Campus Access:**

Driving on campus is restricted to campus roadways and parking facilities. Driving is prohibited on sidewalks, special access roads, and landscaped areas. Loading zones are available on campus, and can be used for such purposes.

### **Charges:**

HSU charges a standard rate of \$500 per day for most Productions, although the rate may vary. The University will consider requests for discounts by non-profit organizations. Those Productions that represent a significant opportunity for HSU may have some or all of the fees waived, at the discretion of the Vice President for Advancement.

The above charges apply to standard Production activities. Productions which require additional campus support or impose additional scheduling burdens will have additional fees. Fees must be paid in advance.

Production Companies are responsible for all hard costs to HSU and its auxiliaries. These include, but are not limited to, police, parking, liaison assistance, and power. Production Companies will also be charged for all necessary repairs and replacements resulting from their activities.

### **Alterations to Property:**

Production Companies may not make alterations, place or attach any fixtures, signs, or equipment in, about or upon University property unless approved in advance. After a Production is completed, Production Companies must renew or restore property to its prior condition. Any damage to University property caused by the activities of the Production Company shall be paid for by the Production Company upon a presentation of a detailed invoice from the University.

### **Storage:**

Production Companies assume responsibility for all equipment, supplies, or other materials brought to the University by, or on, their behalf. The University shall assume no liability for event-related equipment, supplies or other materials.

### **Safety:**

The University requires compliance with all federal, state, and local laws and regulations regarding safety, including compliance with Title 19 of the California Code of Regulation concerning special effects involving pyrotechnics.

### **HSU Student Involvement:**

The University encourages the involvement of HSU students for on-campus productions. If you have a need for temporary production assistants or other student help, please contact the HSU Department of Theatre, Film and Dance at (707) 826-3566.

### **Release and Indemnification Agreement:**

The Production Company must sign the University's standard release and indemnification agreement prior to initiating a Production at the University.

### **Insurance Requirements:**

The Production Company shall procure, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Production by the Production Company, its agents, representatives, employees or subcontractors. The insurance will be issued by an insurance company or be provided through partial or total self-insurance acceptable to the University.

#### *Minimum Scope of Insurance:*

Coverage shall be at least as broad as: Insurance Services Office Commercial General Liability coverage (occurrence Form CG0001).

#### *Minimum Limits of Insurance:*

The Production Company shall maintain limits no less than:

General Liability: Comprehensive or commercial form minimum limits each occurrence \$1,000,000; General Aggregate \$2,000,000.

#### *Commercial Auto Liability:*

\$1,000,000 per occurrence, combined single limit, for Bodily Injury Liability and Property Damage Liability

#### *Workers Compensation:*

If applicable, a Production Company or other person wishing to film and any of its subcontractors must furnish proof of Workers Compensation Insurance. Coverage shall be statutory as required under California law, including Employer's Liability, not less than \$1,000,000 per occurrence (bodily injury or disease).

#### *Deductibles and Self-Insurance Retentions:*

Any deductibles or self-insured retentions must be declared to and approved by HSU. At the option of the Campus, either: a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives and volunteers;

or b) the Production Company shall provide a financial guarantee satisfactory to the Campus guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

*Other Insurance Provisions:*

The general liability and commercial automobile policy is to contain, or be endorsed to contain, the following provisions: The State of California, the Trustees of the California State University, the University, their officers, employees, representatives and volunteers are to be covered as additionally insured. For any claims related to this use, the insurance coverage shall be primary insurance as respects the State of California, the Trustees of the California State University, the University, their officers, employees, representatives and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees, and volunteers shall be excess of the Production Company's insurance and shall not contribute with it.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) day's prior written notice by certified mail, return receipt requested, has been given to the University.

Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

*Acceptability of Insurers:*

Insurance shall be placed with insurers with a current A.M. Best's rating of no less than A: VII.

*Verification of Coverage:*

The Production Company shall furnish the University with original certificates and amendatory endorsements effective coverage required by this clause.

The endorsements shall be on forms agreeable to the University. All certificates and endorsements are to be received and approved by the University prior to use of property. The University reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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**STATEMENT OF INTENT**

I have read and understand the Humboldt State University Policy for Commercial Visual and Sound Productions and agree to the stated terms and conditions. My signature below affirms my authority to make decisions on behalf of my company while filming on the Humboldt State University campus.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**PRODUCTION REFERENCE**

Production Title: \_\_\_\_\_

Estimated Campus Access Dates: \_\_\_\_\_ to \_\_\_\_\_  
Arrival on campus Final departure

**CREDIT AND CHARACTER REFERENCE**

Last Venue or Facility Booked: \_\_\_\_\_

Name of Facility Manager: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Please fax this page and the following forms to Humboldt State Office of Marketing & Communications, (707) 826-5106, or call us at (707) 826-3321. Upon receipt of these forms we will contact you to schedule a walk-through and follow-up meeting.

Thank you,  
Marketing & Communications  
(707) 826-3321

PRODUCTION COMPANY INFORMATION

Project

Title: \_\_\_\_\_

Company

Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Main Phone Number: \_\_\_\_\_

Main Fax: \_\_\_\_\_

What type of project is this? (i.e. feature film, documentary,  
sound production): \_\_\_\_\_

Brief description of the project:

ACCESS DATES

Arrival

: \_\_\_\_\_ Departure: \_\_\_\_\_

PERSONNEL

Producer: \_\_\_\_\_ Phone: \_\_\_\_\_

Director: \_\_\_\_\_ Phone: \_\_\_\_\_

Assistant Director: \_\_\_\_\_ Phone: \_\_\_\_\_

Location Manager: \_\_\_\_\_ Phone: \_\_\_\_\_

Total # of crew: \_\_\_\_\_ Total  
cast: \_\_\_\_\_

VEHICLES

Describe types of vehicles and how many:

**EQUIPMENT**

Number of Cameras: \_\_\_\_\_

Number of Props: \_\_\_\_\_

Number of Sound Packages: \_\_\_\_\_

Type of Grip Equipment:

**PRODUCTION DETAILS**

Date	Time at location	Filming times	Locations and access needed	Detailed scene description
	Start: End:	Start: End:		

PLEASE ATTACH A COPY OF THE SCRIPT AND ANY ADDITIONAL PAGES AS NEEDED.