



Thank you for choosing to locate your production in the City of Ontario.

The City of Ontario understands that productions may take place within a short planning timeframe and may include a wide range of production activities and locations (that include public and private property). In an effort to streamline the process, the following information has been assembled to assist you.

The City looks forward to working with you throughout the production process.

FILMING PRODUCTION GUIDELINES

1. **Submittal:** An applicant is required to submit a completed Film Permit Application within the following time periods (or earlier) in order to ensure timely issuance of the Permit. All Applications shall be submitted online at www.OntarioCA.gov/FilmPermits.
 - a. An Applicant will be required to submit a completed Film Permit Application ten (10) business days (weekends and holidays are not considered business days) prior to the first prep/scheduled day of filming to conduct an activity for which a Film Permit is required. For example, if you are scheduled to start production on a Wednesday, you will need to submit your completed Application no later than the Monday morning the week prior. If the production is large and complex, it is recommended to apply at least fourteen (14) business days (weekends and holidays are not considered business days) prior to the scheduled filming date.
 - b. The Film Permit Application must include all supplemental documentation prior to processing beginning. Processing will not occur if less than ten (10) business days (weekends and holidays are not considered business days) are provided for processing.

A Film Permit Application is deemed "completed" when all information is filled in, all accompanying documentation is submitted (including, but not limited to, required Insurance documentation, Encroachment Permit Application with temporary Traffic Control plans, Special Effects Permit, UAS/Drone authorization, and/or a signed license and entry agreement, if applicable), and all fees have been paid.

2. **Insurance Requirements:** For the legal protection of the City (and Ontario International Airport Authority, if filming occurs at Ontario International Airport), the Applicant shall not commence work until it has provided evidence satisfactory to the City (or the Ontario International Airport Authority) that it has secured all insurance required under this section. An Applicant shall be required to provide the following:
 - a. **Commercial General Liability:** Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 00 01, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this permit.
 - i. If filming on the runway at Ontario International Airport, limits would be no less than \$10,000,000 in the general aggregate. All other terms and conditions remain the same.
 - b. **Automobile Liability Insurance:** Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$2,000,000 combined limit for each occurrence.
 - c. **Workers Compensation Insurance:** Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.
 - d. The City of Ontario, its officials, officers, employees, agents, and volunteers shall be named as additional insureds on an Applicant's policies of Commercial General Liability and Automobile Liability

insurance regarding liability and defense of suits or claims arising out of the performance of the permit. Additional insured endorsements for Commercial General Liability and Automobile Liability shall be provided.

- i. If filming at Ontario International Airport, the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission shall be named as additional insureds on an Applicant's policies of Commercial General Liability and Automobile Liability insurance regarding liability and defense of suits or claims arising out of the performance of the permit. Additional insured endorsements for Commercial General Liability and Automotive Liability shall be provided.
- e. The Applicant shall provide a Workers' Compensation and Employer's Liability Waiver of Subrogation endorsement that states the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.
 - i. If filming at Ontario International Airport, the Applicant shall provide a Workers' Compensation and Employer's Liability Waiver of Subrogation that states the insurer waives all rights of subrogation against the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission.
- f. All required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow the Applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Applicant hereby waives its own right of recovery against the City.
 - i. If filming at Ontario International Airport, all required insurance coverages shall contain or be endorsed to waiver of subrogation in favor of the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission or shall specifically allow the Applicant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. The Applicant hereby waives its own right of recovery against the Ontario International Airport Authority.

- g. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
 - i. If filming at Ontario International Airport, all policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.
- h. Acceptability of Insurers: Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.
- i. The Applicant shall include all subcontractors engaged in any work relating to the permit as additional insureds under the Applicant's policies, or the Applicant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subcontractor's policies. Applicant shall not allow any subcontractor to commence work on any permit until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this section.
 - i. If filming at Ontario International Airport, the Applicant shall include all subcontractors engaged in any work relating to the permit as additional insureds under the Applicant's policies, or the Applicant shall be responsible for causing subcontractors to purchase the appropriate insurance in compliance with the

terms of these Insurance Requirements, including adding the Ontario International Airport Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission as additional insureds to the subcontractor's policies.

- j. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.
- k. If at any time during the life of the permit, any policy of insurance required under the permit does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by the Applicant or the City will withhold amounts sufficient to pay premium from the Applicant payments. In the alternative, the City may cancel the permit.
- l. To the fullest extent permitted by law, the Applicant shall defend, indemnify and hold the City, its officials, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of the Applicant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance for the Applicant's film permit, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, the Applicant's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the City.
 - i. If filming at Ontario International Airport, the Applicant shall defend, indemnify and hold the Ontario International Airport

Authority, its officers, directors, agents, employees, affiliates, partners, volunteers, representatives, and Commission free and harmless from any and all claims, demands, causes of action, suits actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of the Applicant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance for the Applicant's film permit, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, the Applicant's indemnity obligation shall not apply to such loss or damage which is caused by the sole negligence or willful misconduct of the Ontario International Airport Authority.

3. **No Parking Signage; Use of Road, Streets, Rights-of-Way, and Parking Lots:**

A public right of way film permit shall be required for the posting of temporary "NO PARKING" signs, parking of equipment and/or cars on public streets, stringing cable on sidewalks or from generator to service point, sidewalk shots, driving scenes. "NO PARKING" signs shall be posted by the City and the requirements shall come from the City. The fee shall be assessed by the City.

4. **Police Department – Traffic Control:** For filming that would impair traffic flow, an Applicant shall use the Ontario Police Department and comply with all traffic control requirements deemed necessary.

- a. Any personnel and equipment required at the location(s) shall be at the permittees' expense. The hours of work will be billed by the City of Ontario Accounts Receivable Department.
- b. Traffic shall not be detoured across a double line without prior approval.
- c. Unless specifically authorized by the City, the camera cars shall be driven in the direction of traffic and shall observe all traffic laws.

- d. Any emergency roadwork or construction by City and/or private contractors, under permit or contract to the City, shall have priority over filming activities.
5. **Fire Department:** Upon notification, the Ontario Fire Department will conduct a field/site inspection of all film permits issued in accordance with State Fire Marshal regulations as outlined in Tile 19.
- a. Any personnel and equipment required at the location(s) shall be at the permittees' expense. The hours of work will be billed by the City of Ontario Accounts Receivable Department.
 - b. The Fire Safety Officer shall have the authority to revoke any Permit as outlined in the Uniform Fire Code.
 - c. The Ontario Fire Department shall maintain a copy of the film site inspection within the Fire Prevention Bureau.
 - d. Special Effects, such as pyrotechnics, fire, sparks, gunfire, hazardous materials/conditions, refueling, tents, other hazardous operations shall require a separate Special Effects Permit issued by the Ontario Fire Department.
 - i. Failure to include pyrotechnics, fire, sparks, gunfire, hazardous materials/conditions, refueling, tents, other hazardous operations in Film Permit Application and obtain a valid Permit, will result in additional fees for Pyrotechnic/Hazardous Material Permits and other fines and fees that may result from failure to notify.
6. **Drone Usage:**
- a. If the filming includes drone usage, authorization from the Ontario Airport Tower will be required.
 - b. All Drone filming must comply with FAA Guidelines.
7. **Filming on private property:** An Applicant shall obtain the property owner's permission; consent for use of property shall be submitted with the Application. If City property is to be used, Applicant shall include a "City Film Location Form" in Application.

8. **Hours for Film Activities:** For the convenience of the general public, all activity by an Applicant between the hours of 10:00 PM and 6:00 AM shall be performed without undue noise and nuisance.

9. **Notifications:**

- a. **NOTIFICATION** of proposed filming must be provided to affected residents and businesses in the surrounding area. Letter of notification to residents may be left at the front door of the property, but not in mailbox of residence. Letter of notification to business/merchant must be hand delivered directly to store owner/manager/employee. Letter may not be posted on door or window of business or store.
- b. **APPROVAL** must be obtained from affected residents/merchants when requesting to park production vehicles in front of a residence/business or to film in front of a business.

10. **Required Public Safety Employees (Police and Fire):**

- a. Police and/or Fire personnel requirements shall be determined by the Police and Fire Departments, and any personnel required at the location(s) shall be at the permittees' expense (see attached Fee Schedule).
- b. The responsibilities of the Public Safety personnel encompass the interest of the residents and businesses of Ontario as well as the Production Company. These Public Safety personnel are employees of the City of Ontario, not the Production Company, and they will enforce all City regulations and the provisions of the Film Permit.
- c. On-site supervision by Public Safety personnel are in the public interest; however, the requirement for both a Fire Safety Officer and Police Officer may be modified at the discretion of those Departments.

11. **Permit Fee and Payment of City Costs:** In addition to Film Permit fees, the Film Company is responsible for all City costs associated with film activity (i.e., police, fire personnel, street use permit, business license, etc.) which must be paid in full prior to issuance of film permit.

- a. Each Film Permit Application shall be accompanied by a nonrefundable administrative processing fee in the amount of \$246. In the event weather conditions or other circumstances beyond the

control of the Applicant require that the date(s) or time(s) of the proposed filming be altered, no additional administrative processing fees shall be required because of such alteration of the date(s) or time(s), so long as the Communications Department is given reasonable notice of the alteration. Reasonable notice shall be a minimum of three (3) business days. The Communications Department may waive the three (3) business day notice requirement where unusual circumstances are present.

- b. If the filming requires City personnel, including but not limited to Police or Fire personnel, the Applicant shall pay 50% of the costs before the issuance of the Film Permit. Remaining costs for personnel will be billed by the City of Ontario Accounts Receivable Department after completion of filming.
 - i. A minimum of six (6) hours must be reserved for each Public Safety employee required by the Permit, or requested by the Applicant. Additional Public Safety personnel may be requested by the Applicant at the time the Film Permit Application is filed. Note: For shoots which are 12 hours or longer, 2 shifts of Officers may be assigned and minimums due on each shift.
 - c. If the filming will occur in or upon a City-owned facility for which an additional use fee applies, the Applicant shall pay those fees prior to issuance of the Film Permit.
 - d. If the filming requires the temporary use of public right of way, an additional fee for inspection and encroachment or street use will apply.
12. **Location Credit:** Applicant shall expressly give credit to the “City of Ontario, California” in the credits of any film resulting from the activities under a City issued Film Permit. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Applicant's sole discretion but consistent with other “thank-you” type credits accorded to locations of filming, if any.

These procedures and guidelines are intended to serve as minimum regulations under normal filming circumstances; however, the Film Permit Officer has the discretion to increase or decrease the requirements based upon the actual circumstances.



FILM PERMIT CONDITIONS

1. An Applicant shall comply with all conditions of the Film Permit.
2. An Applicant shall conduct operations in an orderly fashion. The area used shall be cleaned of trash and debris within a timely manner upon completion of shooting at the scene and restored to the original condition before leaving the site. The City may require a faithful performance bond to ensure cleanup and restoration of the site after inspection.
3. Fire Safety Officers and Police Officers assigned to film locations will be provided by the City of Ontario. The City will charge per hour, per individual when providing uniformed personnel. Staff time for Personnel will be billed to the address on file following the conclusion of production.
4. Any calls for service caused by this production may result in a bill for safety staff hours related to that call.
5. At no point will any fire safety sprinkler systems be shut off.
6. Your Fire Safety Officer or Police Officer(s) is a liaison between the City and the Film Company. He/she should make every attempt possible to assist the Film Company to accomplish your filming; however, their primary responsibility is to see that all film production is done safely with a minimum amount of disruption to the residents and businesses of Ontario. **Remember that they are employees of the City of Ontario and not the Film Company.** However, they are expected to make themselves readily available and to assist the Film Company in every way possible within the guidelines of the Film Permit.
7. The Film Company must have a copy of the Film Permit in their possession. **Review the Permit, parking plan, and signature sheet.** Film companies must obtain signatures from residents/merchants for any film company vehicles parked on the street in front of the residences/businesses.

8. Dispersing of crew cars is not allowed during the filming. Additional vehicles (i.e. production or crew cars) other than what is listed on the permit are not allowed without clearance from the Film Office.
9. Check walking surfaces. There are to be no obstructions or tripping hazards. Cables laid across pedestrian walkways shall have cable protection that provides an accessible pathway as required by the Americans with Disabilities Act. The pathway will be at least 36 inches wide with edge protection on each side that is at least 2 inches high. The slope of the pathway will be no greater than 1 to 15, and the surface will be firm, stable and slip-resistant. Cables across exits, paths to exits, or sidewalks are to be protected in such a way (rubber matting) as to not constitute a tripping hazard, and are not to be raised overhead. There must be a 3 to 4 feet minimum walkway for pedestrian traffic.
10. Trucks, generators, and other equipment must be kept clear of fire lanes and exits. Vehicles are not permitted to park less than 15 feet from any fire hydrant and not park at bus stops.
11. Parking in red zones is prohibited, and prior approval must be obtained. Use of red zones may not interfere directly with the safety of vehicular or pedestrian traffic flow. Vehicles allowed to park in red zones must be properly marked off with cones and/or have a Police Officer present.
12. There are to be no obstructions at driveways and intersections from the trucks. Maintain adequate clearance at driveways and intersections.
13. Film Company cannot use driveways or unimproved lots for parking in residential and commercial areas, unless you have permission from property owner(s).
14. Catering truck parking and food service shall occur on private property. Craft service tables may not be set up in the public right-of-way or sidewalks.
15. Chase scenes will not be permitted in residential areas unless signatures are obtained from each resident within a specified radius to be determined by the Film Liaison, and approved by the Police Department.
16. The stopping of traffic is not permitted on any street for filming at any time unless approved by the Police Department, and it is noted on your Film Permit.
17. A street closure or lane closure is not permitted on any street for filming at any time unless you have an approved Encroachment Permit from the Engineering Department, in addition to it being noted on your Film Permit. The City of Ontario

Public Works Agency will post temporary "No Parking" signs 72 hours in advance of requested date(s).

18. If a film company wants to do something that is not covered on the permit, the Film Company must contact the City Film Liaison for permission.
19. Your Fire Safety Officer or Police Officer has the authority to enforce all safety regulations, state laws, and City ordinances. If he/she observes an unsafe situation, he/she is authorized to stop the film production until the situation is corrected.
20. An Ontario Fire Safety Officer must be present if there are special effects/pyrotechnics in commercial buildings with fire alarms connected to the Fire Department and also in residential homes when vision is obstructed.
21. No pyrotechnics, hazardous materials, open flame, or vehicles inside a structure will be permitted without a Special Effects Permit from the Ontario Fire Department. The Film Company is expected to follow all federal, state, and local regulations, as well as prudent safety practices.
22. The Fire Safety Officer or Police Officer will enforce the ending time listed on your Permit. They are not authorized to extend it. The ending time means "taillights with last truck leaving."
23. Officer(s) cannot get involved in any disputes over money matters between the Film Company and owners of businesses or residential property in the City.
24. NOTE: Security guards must have a permit from the Department of Consumers Affairs to carry a weapon, while on duty as a security guard.
25. Transport through or parking on private alleys is not allowed without written permission from each property owner who has easement off of the alley.