DEPARTMENT OF TRANSPORTATION

**DIVISION OF RIGHT OF WAY**

**STAR PROGRAM AGREEMENT**

(To be attached to Film Commission Permit)

|  |  |
| --- | --- |
| Property Address: |  |
|  |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Property Number: |  |  |  |  |  |  | ‑ |  |  |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| Historic: | Yes |  | No |
|  |  |  |  |
| Rehabilitated: | Yes |  | No |

1. If the property is identified above as Historic and Rehabilitated, alterations including painting **will not be permitted**. This restriction includes, but is not limited to, the interior and exterior of the property and to features such as landscaping, walkways, driveways, etc.

If the property is identified above as Historic but not Rehabilitated, then all requests to perform any alteration including painting must be submitted in writing to the Right of Way Film Coordinator who will submit the request to the District Environmental Branch for review. The Production Company prior to the commencing of any alterations must receive written approval from the Department of Transportation (Department). The alterations may require monitoring by both Right of Way and Environmental in order to ensure compliance.

If the property identified above is not Historic, then all requests to perform any alteration must be submitted in writing to the Right of Way Film Coordinator who will submit the request to the Senior Right of Way Agent in Property Management for review. The Production Company prior to the commencing of any alterations must receive written approval from the Department. The alterations will require monitoring by Right of Way in order to ensure compliance.

2. The Right of Way Film Coordinator and a Production Company manager shall conduct a physical inspection of the property and complete an inspection report prior to this Agreement being executed. Both parties will sign the inspection report as acknowledgment of its content in regard to the condition of

the property at time of occupancy. Also, upon the completion of the project, same parties shall conduct a physical inspection and compare the inspection report, noting any changes, damages, etc., to the property. The inspection report will act as a record for any damage claim made by the Department. Both parties will again sign the inspection report as acknowledgment and agreement of its content.

3. Nails or any other objects that shall pierce walls, ceilings, baseboards, moldings, etc., shall not be used unless prior written approval is granted.

4. All floors including stairs, carpet, linoleum, tile, etc., shall be protected with layout board.

5. The Production Company shall obtain and keep in force general liability insurance providing coverage in the amount of one million dollars ($1,000,000) per occurrence for Bodily Injury and Property Liability combined, to protect the Department, its officers, agents and employees against all claims, suits or actions of every name, kind, and descriptions brought forth, or on account of, injuries to or death of any person occurring in or about the property or on account of damage to property incident to the use of, or resulting from, any and every cause occurring in or about the property which is the subject of this lease. Said policy(s) shall name the State of California as an additional insured.

6. Production Company shall deposit two thousand dollars ($2,000), [one thousand dollars ($1,000) for qualified students], with the California Film Commission, for each property identified above.

7. Production Company agrees to leave said property in same condition as existed on the day possession was taken and to reimburse the Department for any damage done to the property, caused by Production Company or its agents, employees, officers, etc., including leaving garbage, refuse, or debris on property.

Said deposit in Clause 6, may be applied to offset the Department’s actual costs associated with repairing damages to the property and all costs incurred by the Department for cleanup of the property.

When the deposit is insufficient to cover the costs related to damages and cleanup, the Production Company shall pay the Department the balance of funds necessary to satisfy said costs within thirty days (30 days) after the Department has submitted an itemized letter of costs to the Production Company. If Production Company fails to reimburse the Department within the stated thirty‑day (30‑day) period, the Department shall file a claim with the Production Company’s insurance carrier for the balance of funds owed the Department.

8. The Department shall provide a minimum of one representative per property. The representative will be responsible for opening and closing the property for the Production Company and to be present during the agreed upon time periods specified at the end of this Agreement.

9. All special effects and/or stunts shall be reviewed and approved by the State Fire Marshal (SFM) prior to submitting a request for approval to the Department. Approval by the SFM does not guarantee approval by the Department. The Department will respond in writing within twenty (20) business days from receipt of a request to utilize special effects and/or stunts.

10. Tie‑ins and the use of electrical services are not allowed. Production Company is to provide all equipment to perform the operations necessary to complete their activities.

11. Production Company shall provide restroom facilities (honeywagon, port‑a‑potty, etc.).

12. Smoking is not allowed inside any Department owned property, unless specifically utilized for filming purposes.

13. Alcohol and/or controlled substances are not allowed on Department owned property.

14. Production Company shall receive prior written approval from the Department, for all vehicles on said property.

15. Production Company shall secure all local (city, county, etc.) permits prior to executing this Agreement. Production Company is responsible for abiding by all local, state and federal ordinances and requirements.

16. Hazardous materials are those substances listed in the California Code of Regulations, Title 22, Division 4.5, Chapter 11, Articles 4 through 5, or those which meet the toxicity, reactivity, corrosivity or ignitability criteria of the California Code of Regulations, Title 22, Chapter 11, Article 3, as well as any other substance which poses a hazard to health or environment. Except as otherwise permitted in this Agreement, Production Company shall not use, create, store or allow any such substances on the premises. Fuel stored in a motor vehicle for the exclusive use in such vehicle is excepted.

In no case shall Production Company cause or allow the deposit or disposal of any such substance on the property. However, household products necessary for routine cleaning and maintenance of the property may be kept on the premises in quantities reasonable for current needs.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing soils or underground tanks on the premises.

17. Production Company shall not allow discharge of contaminated storm water runoff or unauthorized non‑storm water discharges to private or public storm water drainage systems. Production Company shall comply with State and Federal water pollution control requirements, and those of municipalities, counties, drainage districts, and other local agencies regarding discharges of storm water and non‑storm water to sewer systems, storm drain systems, or any watercourses under jurisdiction of the above agencies.

In order to prevent the discharge of pollutants, spilled or leaked fluids, and any other wastewater into the storm water drainage system, Production Company shall not allow vehicle or equipment washing, fueling, maintenance and repair on the premises.

In order to prevent the discharge of pollutants to storm water resulting from contact with hazardous material, Production Company shall not allow the storage or stockpile of hazardous material on the premises.

Production Company shall implement and maintain the best management practices (BMPs) shown in the attached Stormwater Pollution Prevention Fact Sheet, attached hereto as Exhibit \_\_\_, for General Land Use.

[RW instructions - Attach Fact Sheet for General Land Use to agreement. Fact Sheet is in the RW Property Management and Airspace Storm Water Guidance Manual.]

Production Company shall identify any other potential sources of storm water and non‑storm water pollution resulting from Production Company’s activities on the premises, which are not addressed by the BMPs contained in the attached Fact Sheet, and shall implement additional BMPs to prevent pollution from those sources. Additional BMPs may be obtained from the Right‑of‑Way Property Management and Airspace Storm Water Guidance Manual (RW Storm Water Manual) available for review at the Department’s District Right of Way office or online at the [RW Storm Water website](https://dot.ca.gov/programs/right-of-way/storm-water). In the event of conflict between the attached Fact Sheet and this Agreement, this Agreement shall control.

Department, or its agents or contractors, shall at all times have the right to go upon and inspect the premises and the operations conducted thereon to assure compliance with the requirements herein stated. This inspection may include taking samples of substances and materials present for testing, and/or testing of sewer systems, storm drains, or watercourses on the premises.

18. Production Company shall provide a representative as the Department’s point of contact for all communications between the Production Company and the Department.

19. The Department reserves the right to terminate this Agreement immediately if Production Company fails to comply with any part of this Agreement. The Department will notify the Production Company in writing upon cause for termination.

20.This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same Agreement. In order to expedite the transaction contemplated herein, to the extent allowable under applicable Law, telecopied signature or signatures transmitted by electronic mail in so-called “pdf” format may be used in place of original signatures on this Agreement. Department and Production Company intend to be bound by the signatures on the telecopied or electronic mailed document, are aware that the other party will rely on the telecopied or electronic mailed signatures which shall be of the same force and effect as hand-written signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on telecopied or electronic mailed signatures.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Department Representative |  | Tenant Representative |
|  |  |  |
|  |  |  |
| Telephone Number |  | Telephone Number |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
| Date |  |  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| HOURS OF OPERATION: |  |  | AM | PM | to |  |  | AM | PM |

|  |  |
| --- | --- |
| NUMBER OF DAYS: |  |