



## FILMING POLICIES

Filming or Photography on Big Bear Lake

### **Do I need a film permit?**

If your prospective filming location is anywhere on the waters of Big Bear Lake, its shoreline (high water mark and below), or any property owned by the Big Bear Municipal Water District, a permit to film issued by the Big Bear Municipal Water District is required. Please inquire if you are unsure whether your prospective location falls within the District's interests.

### **Procedures**

First, contact District offices (909) 866-5796 for an application. Applications are also available for download at [bbmwd.com/filming](http://bbmwd.com/filming). Film permit applications should be submitted as early as possible and no less than three (3) business days in advance. Filming permits are generally not approved for weekend days and never for holidays. All filming requests are considered on a case-by-case basis.

### **Seasonal Alpine Lake**

Big Bear Lake, while conveniently close to Los Angeles (about 100 miles), is a world apart. The boating season begins annually April 1<sup>st</sup> with the opening of the East Public Launch ramp. The spring weather in April and May can still be cold and snow has been known to fall. Memorial Day through Labor Day represents the warmest time in Big Bear and the peak season on the Lake and therefore the busiest. In September, the weather begins to cool and even when the rest of Southern California is experiencing an Indian summer, Big Bear residents are donning scarves and jackets. Winter has been known to arrive early and come October and November it may be too cold for recreational boating. December 1 – March 31 annually, the USFS closes the entire north shore of the Lake in order to protect the Bald Eagle habitat. During this off season time, the Lake often freezes over and boating is impossible. Be aware of these weather and accessibility factors when considering filming on Big Bear Lake.

### **Insurance**

\$1 million general liability policy naming the District, its officers, agents and employees as additionally or co-insured under policies of commercial general liability insurance. Student productions must provide insurance from the school they attend. Insurance information and requirements are also available at [bbmwd.com/filming](http://bbmwd.com/filming).

### **District Film Monitor**

In some cases a monitor (Lake Patrol) may be assigned to the production in the interest of health and safety. These operation costs will be deducted from the deposit according to the current District Fee Schedule.

### **Special Conditions**

- No filming is allowed in Stanfield Marsh Wildlife and Waterfowl Preserve.
- Filming at either Carol Morrison Public Launch Ramp (East Ramp) or Duane Boyer Public Launch Ramp (West Ramp) must not interfere or impede the public's access to boat launching during ramp operating hours.
- Stunt water acting requires on site emergency medical services during the duration of filming.
- Stunt water acting will require rescue divers on site during the duration of filming.
- A vessel inspection and current Lake Use Permit must be obtained for all vessels entering Big Bear Lake that are not rented from a local marina.
- All vessels must be less than 26' in length and operators must comply with District Lake Rules and Regulations.
- Authorization is contingent upon the permittee acquiring all necessary permits and/or permissions from affected agencies (USFS, City of BBL, etc.) or private property owners.



**Fees**

Permit fees are based on the number of production employees and dates required for the shoot. All fees are due and payable by cash, check, Visa, or MasterCard, prior to the issuance of the permit to film.

**Deposit** (refundable less any applicable fees and District expenses) \$500.00

<b><u>Still Photography</u></b>			<b><u>Motion Picture, Television, Video</u></b>		
1 – 5 Persons	\$110.00	Per day	1 – 5 Persons	\$170.00	Per day
6 – 25 Persons	\$165.00	Per day	6 – 25 Persons	\$255.00	Per day
26 – 50 Persons	\$220.00	Per day	26 – 50 Persons	\$340.00	Per day
51+ Persons	\$275.00	Per day	51+ Persons	\$425.00	Per day

**Student Productions (limited District involvement)**

The District offers a reduced rate for student productions that provide the proper documentation and meet the following criteria:

- Completed Permit Application
- Production must have less than 5 persons
- A letter from the school attended by the student, on the school’s letterhead, confirming that the student is currently enrolled, and that what they are requesting to film is part of the required curriculum
- Certificate of insurance from the school that meets the current District requirements; certificates of insurance from production companies or other entities do not meet the requirement for the reduced film permit fee.
- Other documentation may be required and fees charged for filming requests that involve significant impact to the Lake or District staff.
- Any requests not meeting the above criteria will incur film permit fees as indicated on the current fee schedule.

**Deposit** (refundable less any applicable fees and District expenses) \$250.00

**Student Production only** 1 –4 Persons \$50.00 Per day



Big Bear Municipal Water District  
 Lake Management  
 PO Box 2863  
 Big Bear Lake, CA 92315  
 (909) 866-5796 office  
 (909) 866-6485 fax

# PERMIT APPLICATION

## Filming or Photography on Big Bear Lake

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

Project Name: \_\_\_\_\_ Company to be Invoiced: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ Business Phone: \_\_\_\_\_  
 Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Secondary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 On-Site Contact: \_\_\_\_\_ Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

### PRODUCTION INFORMATION

1. Date(s) to be covered by permit \_\_\_\_\_ 2. Total number of people on set \_\_\_\_\_

4. Equipment Detail. Supply exact number of each item to be used at filming location

GENERATORS: \_\_\_\_\_ CARS: \_\_\_\_\_ TRUCKS: \_\_\_\_\_ RV'S: \_\_\_\_\_ OTHER: \_\_\_\_\_

VESSELS 26' OR LESS IN LENGTH: \_\_\_\_\_ Describe (include marina rental locations): \_\_\_\_\_

5. Proposed locations. Include specific addresses where applicable, cross streets and lake landmarks

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

6. Activity/Location Shoot Specifics. Attach additional sheets if necessary

Date Time DESCRIBE ACTIVITY BELOW

SET UP			
PHOTO/ FILMING			
BREAK DOWN			

3. Type of Production
- FEATURE FILM
  - TV / WEB COMMERCIAL
  - TV / WEB EPISODE
  - TV / WEB MOVIE
  - TV / WEB REALITY
  - STILL PHOTOGRAPHY
  - STUDENT PRODUCTION
  - OTHER

7. Traffic / Parking. Describe your plan for controlling traffic and parking arrangements. Attach additional sheets if necessary.

HAZARDOUS MATERIALS: \_\_\_\_\_ PYROTECHNICS: \_\_\_\_\_  
 AIRCRAFT: \_\_\_\_\_ OTHER: \_\_\_\_\_

8. Stunts / Special Effects. Provide details regarding any stunts or special effects planned. Attach additional sheets if necessary.

9. Miscellaneous. Describe any action or additional props not previously described. Attach additional sheets if necessary.

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

Permitee agrees to all the terms and conditions of this permit including provisions listed on this form (FILM attachment A), FILM exhibit A, FILM attachment B, or if applicable FILM attachment C.

Applicant's Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Representative of: \_\_\_\_\_

FOR DISTRICT USE ONLY

(company name)

Permit # Granted: \_\_\_\_\_ Approved By: \_\_\_\_\_ Title: \_\_\_\_\_

<sup>513</sup> PERMIT Fee: \_\_\_\_\_  \_\_\_\_\_ (time) through (time)

<sup>603</sup> DEPOSIT Fee: \_\_\_\_\_  \_\_\_\_\_ This permit will be effective (date) through (date)

- USFS
- CITY OF BBL
- LAKE PATROL
- CHP

## Section 1. Event Described

Upon District approval, permittee may conduct only the event described on FILM attachment **A** attached hereto and hereby incorporated by this reference. Permittee shall comply with laws, rules and regulations applicable to the event.

## Section 2. Fees and Deposits

Within 30 days before the event: the Permittee shall pay the District a permit fee described below and the Permittee shall deposit \$500.00 with the District to cover the cost of clean-up and other added expenses incurred by the District if Permittee fails to comply with this Permit. Any part of the deposit not used by the District shall be refunded to the Permittee within 30 days after the event.

Still Photography			Motion Picture, Television, Video		
1 – 5 Persons	\$110.00	Per day	1 – 5 Persons	\$170.00	Per day
6 – 25 Persons	\$165.00	Per day	6 – 25 Persons	\$255.00	Per day
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51+ Persons	\$275.00	Per day	51+ Persons	\$425.00	Per day

## Section 3. Indemnification

A. Permittee shall indemnify and hold harmless and defend District, its officers, agents, employees and volunteers from and against: cost, liability and damages, including attorney's fees and litigation costs, arising out of any act or omission to, including any negligent act, or omission to act, by Permittee, its officers, agents, employees or volunteers arising out of activities permitted herein.

B. Permittee shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

## Section 4. Insurance

A. Permittee shall cause the District, its officers, agents and employees to be named as an additional or co-insurance under policies of commercial general liability insurance as broad as the following:

1. General Liability - one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the District) or the general aggregate limit shall be twice the required occurrence limit.

2. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, employees, agents and volunteers.

3. The permittee's insurance shall be primary insurance as respects the District, its officers, employees, agents and volunteers. Any insurance, pooled coverage or self-insurance maintained by the District, its officers, employees, agents and volunteers shall not contribute to it.

4. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage.

5. The permittee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. Such liability insurance shall indemnify the permittee against loss from liability imposed by law upon, or assumed under contract by, the permittee for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability.

7. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to the District which includes a cross-liability clause, and covers bodily injury and property damage liability, blanket contractual liability and completed operations liability.

8. Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions.

9. The insurer shall have a current A.M. Best's rating of no less than A-VII or equivalent.

B. If applicable, the permittee shall cover or insure under the applicable laws relating to:

1. Workers' compensation insurance, all of their employees working on or about the event, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the permittee shall defend, protect and save harmless the District, its officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of the permittee to maintain such insurance. Before beginning work, permittee shall furnish to the District satisfactory proof that he has taken out for the period covered by the event, full compensation insurance for all persons employed directly by him in the event contemplated under this contract, has been obtained in accordance with the "Workers' Compensation and Insurance Act".

2. The permittee shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

C. Prior to execution of the contract, the permittee shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of insurance required herein. Such evidence shall include original copies of the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). If such proof is not received 30 days prior to the event, the event may be canceled by the District's General Manager. All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date. The insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

## Section 5. Safety Regulations

The Permittee shall conduct the event with due care for the safety and welfare of participants and spectators, and in compliance with all laws, rules and regulations of federal, state, county or local agencies asserting jurisdiction. The Permittee shall attend a meeting with District representatives prior to the filming activity to demonstrate compliance with all permit conditions and to address any safety issues.

## Section 6. Conditions

The Permittee shall comply with the conditions set forth on FILM exhibit **A**, FILM attachment **A** both attached hereto and FILM attachment **C** (if applicable) and hereby incorporated by this reference.