LSU Health Sciences Center – New Orleans Campus Film Permit Guidelines and Application

While LSU Health Sciences Center – New Orleans's (University) primary mission is to provide education, research, and public service through direct patient care and community outreach, the University is also available on a limited basis for other projects such as filming of television shows, movies, commercials, and other media as long as those projects do not interfere with the University's primary mission and necessary day to day functions. These guidelines have been developed to clarify under what circumstances the University's property may be used as a location for motion pictures, video, film or photography. This process must be followed to obtain a Location Agreement for filming, videotaping or photographing.

A. Initial Contact

All requestors (hereinafter, "Permittee") who would like to use the University must submit a complete Permit Application and final script to the LSU Health Sciences Center – Legal Affairs. Requests may be sent via email to <u>cscott1@lsuhsc.edu</u> or via U.S. mail to the following address:

Legal Affairs LSU Health Sciences Center New Orleans 433 Bolivar Street, Suite 820 New Orleans, La. 70112

The script and completed Permit Application **MUST BE PROVIDED AT LEAST 14 DAYS BEFORE THE DESIRED DATES**. The safety of the students, faculty, staff, and patients; the potential damage to the buildings, facilities, or property; the disruption of administrative or academic programs or other scheduled events; and the subject matter of the film shall be of primary consideration in determining whether a shoot is permitted.

B. Scout Visits

Scout visits are not only helpful to the production, but also helpful to the University in order to clearly determine the needs of the production. A request for a scout visit may be made to <u>cscott1@lsuhsc.edu</u>. The visit will take place with the University Coordinator or other designee. Permission for site surveys, location and technical scouts does not constitute commitment by the University for the use of its facilities as a location.

C. Location Agreement

Once the Permit Application is approved, a shooting schedule will be finalized and the need for University services from the LSUHSC PD; Parking Traffic and Transportation; Facilities Services and Landscape Services reviewed. If applicable, the cost for these services will be estimated and attached to the Location Agreement. (For shoots in which these additional services are not needed, the University has the option to issue a Permit for Filming, Videotaping, and Photography instead of a Location Agreement.)

A sample of the Location Agreement is available on University's website and is subject to modification by University at any time.

D. Fees and Charges

The cost to shoot at the University is a combination of the University permit fee, University Coordinator staffing charges and the costs of other services (including but not limited to police, engineers, landscaping, parking) needed to shoot.

Permit Fee: The permit fee is based on a half-day/full-day rate system. The time covered by the permit begins when the first production vehicle arrives until the last one leaves on the day(s) of the shoot. A half-day is four hours or less and a full day is up to eight hours. Any shoot over four hours will be considered a full day, and any shoot over twelve hours will be charged overage fees in addition to the whole-day permit fee.

Day Part	Film/Television	Documentary	Still Photo
Whole Day	\$5,000	\$2,200	\$1,400
Half Day	\$3,000	\$1,650	\$850
Idle/Hold Day	\$2,500	\$1,000	N/A

Permittee must pay 25% of the permit fee upon signature of the location agreement to reserve the property (which shall serve as a non-refundable deposit). The remainder of the permit fee must be paid as follows: 25% upon commencement of photography or filming on the property; and 50% upon completion of dismantlement of the company or individual's set.

University Coordinator: A University Coordinator will be designated to serve as a liaison for the University throughout the preliminary process, shooting, and wrap. Permittee must reimburse the University for the time spent by the University Coordinator for these services within thirty days of invoicing from University. **University Coordinator Fees will include hours spent with scouts and preparation, shooting and wrap.**

University Services Charges: If Permittee requires other University services from departments such as the LSUHSC-NO PD, Parking Traffic and Transportation, Facilities, or Landscape Services, the costs associated with those services will be billed at the end of the production by University Accounts Receivable and Billing Department and will be expected to be paid within 30 days of receipt of the invoice (University PD estimated at \$24 per hour; Facilities Service estimated at \$22 per hour). Permittee shall also reimburse University for any and all property damage invoiced by the University within 30 days of receipt.

E. University Identification and Appropriate Use of Campus Images

No license is created herein or otherwise for the use of the name, trademark or other indicia of LSU or University without the specific prior written approval of the Office of the Vice Chancellor for Administration and Finance. Permittee shall not state nor imply, either directly or indirectly, that it/he/she, its products or activities are supported, endorsed or sponsored by LSU, and upon the written direction of the University shall issue express disclaimers to that effect.

F. Insurance

The University must receive a Certificate of Insurance and an Additionally Insured Endorsement naming the Board of Supervisors of Louisiana State University and A&M College, its officers, officials, employees, agents, and volunteers as additional insureds that is not subject to cancellation without thirty (30) days written notice to the University. Coverage must be as follows.

- Worker's Compensation Statutory Limits
- > All motion picture/television productions: \$5 million
- > All documentary productions: \$2 million
- > All still photography: \$1 million

G. Payments and Deposits

Payment is to be made payable to LSUHSC New Orleans and sent/delivered to:

Accounts Receivable and Billing Vice Chancellor of Administration and Finance LSU Health Sciences Center New Orleans 433 Bolivar Street, Suite 619 New Orleans, La. 70112

H. Cancellation

If written notice of cancellation is received before the production begins, then, in addition to the non-refundable deposit, Permittee is liable for any actual costs incurred by the University as of the receipt of the cancellation notice. University shall have the right of cancellation if the Permittee is deemed insolvent or, in University's sole opinion, fails to perform any material term in the Agreement after having received written notice from the University to do so.

I. Indemnification

Permittee agrees to indemnify, defend, and hold LSU, its officers, directors, agents, and employees, harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of Permittee or of its employees, contractors, or agents in performing activities governed by this Agreement.

J. Releases

An informed, written consent/release is required from all patients, patient's family members or friends, visitors, volunteers, students, physicians, faculty, and staff members who may be identified or identifiable in the Picture. Permittee agrees to indemnify the University, its officers, agents, employees, students, and invitees from and against any liability arising from failure to comply with this requirement.

K. Choice of Law

All agreements between Permittee and the University shall be governed by the laws of the State of Louisiana.

L. Relationship of the Parties

The parties agree that nothing herein shall be construed to place the parties in the relationship of partners or joint ventures or agents, and the company/individual shall have no power to obligate or bind LSU or University in any manner whatsoever.

M. Professional Filmmakers Code of Conduct

Permittee, its employees, contractors and agents, shall at all times comply with the Professional Filmmakers Code of Conduct:

1. When filming in a neighborhood or business district, proper notification should be provided to each merchant or resident who is directly affected by the company. This includes parking, base camps, and meal areas. The filming notice should include: name of company; name of production; company contact; kind of production; type of activity & duration.

2. Production vehicles arriving on location in or near a residential neighborhood should not enter the area before the time stipulated in the permit, should park one by one, and turn off engines as soon as possible. Cast and crew should observe designated parking areas.

3. Do not trespass onto neighbors' or merchants' property. Please remain within the boundaries of the property that has been permitted for filming.

4. Moving or towing of the public's vehicles is prohibited without the express permission of the municipal jurisdiction or the owner.

5. Cast and crew meals should be confined to the area designated in the permit. All catering, craft service, construction, strike and personal trash must be removed from location.

6. Removing, trimming and/or cutting of vegetation or trees is prohibited unless approved by the permit authority or property owner.

7. All signs erected or removed for filming purposes will be removed or replaced upon completion of the use of that location unless otherwise stipulated in the permit.

8. Please keep all noise levels as low as possible.

9. Observe designated smoking areas and always extinguish cigarettes properly.

10. The cast and crew should not bring guests or pets to the location, unless expressly authorized in advance by the production company.

11. All sets and props should be removed upon completion of use.

12. The production company will comply with the provisions of the permit at all times.

13. Production companies will refrain from using lewd or offensive language within earshot of the general public.

APPLICATION

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Cast & Crew: _____

Extras: _____

I have read and understand these guidelines and agree to the requirements set forth in this document. I understand that any substantive change in the above information or in the script will require resubmission of this application.

LOCATION MANAGER/UMP (ON BEHALF OF "PERMITTEE")

DATE

AMOUNT PAID: _____

PERMIT APPROVED: THE BOARD OF SUPERVISORS FOR LOUISIANA

STATE UNIVERSITY AGRICULTURAL AND MECHANICAL COLLEGE

BY:

Chancellor, LSU Health Sciences Center-New Orleans Larry Hollier, MD