

## USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES

THIS USE AGREEMENT FOR CITY PROPERTY FOR FILM PRODUCTION AND RELATED ACTIVITIES ("Agreement") dated April 21, 2021 is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through its Film Commission ("City") pursuant to San Francisco Administrative Code Sections 57.1 et seq. ("Chapter 57"), and Village NB Productions, LLC ("Contractor").

1. Authorization to Use. In consideration of Contractor's performance of its obligations under this Agreement, City confers to Contractor a revocable, personal, non-exclusive and non-possessory license to enter upon and use that certain real property owned by City (the "City Property"), as described in (the Film SF Identification Page and Locations Page, attached hereto and incorporated herein as Exhibit A, for the purposes and subject to the terms, conditions and restrictions set forth below. Contractor shall bear all costs or expenses of any kind in connection with its use of the City Property.

This Agreement does not constitute a grant of any ownership, leasehold, easement or other property interest or estate in the City Property to Contractor. City is acting only in its proprietary capacity in granting the license given to Contractor under this Agreement. Contractor acknowledges that (i) such grant is effective only insofar as the City's rights in the City Property; (ii) Contractor must separately obtain all regulatory approvals of City or any other applicable governmental entity necessary for the Permitted Uses (as defined in Section 2); and (iii) Contractor shall separately obtain the approval of any affected City department head or his/her designee, or the Mayor or Mayor's designee if there is no specific City department affected.

2. Use of City Property. Contractor may enter and use the City Property for film production and related activities only (the "Permitted Uses") during the times specified in the Film SF Identification Page and Locations Page; said Identification Page and Locations Page may be amended in writing by mutual agreement of the parties. Contractor shall comply with all conditions to approval or use guidelines set forth in the Film SF Identification Page and Locations Page, the General Guidelines and Information for Filming in San Francisco attached hereto and incorporated herein as Exhibit B, the San Francisco Police Department Film Production Guidelines attached hereto and incorporated herein as Exhibit C, or as otherwise required by City. City reserves the right, at its sole discretion, to change such guidelines as necessary to promote or protect the public safety, health or convenience. City shall give Contractor reasonable prior notice of any such changes, provided, however, that no such prior notice shall be required in emergency situations. Contractor shall keep the City Property free and clear of any liens or claims of lien arising out of Contractor's use of the City Property and Contractor shall use commercially reasonable efforts to minimize any disruption that its activities may cause to the City Property or its general vicinity.

3. Restrictions on Use. Contractor shall not use, and Contractor shall prohibit any of its Agents (defined as follows) or Invitees (defined as follows) from using the City Property for any activities other than the Permitted Uses. The term "Agents" shall mean Contractor's officers, directors, members, agents, employees, invitees, contractors, subcontractors, and any employees of such parties. The term "Invitees" shall mean Contractor's invitees, guests or business visitors. By way of example only and without limitation, the following uses of the City Property by Contractor, or any of its Agents or Invitees, are prohibited:

- (a) Contractor shall not construct or place any permanent structures, signs or improvements on the City Property, nor shall Contractor alter any existing structures, signs or improvements on the City Property.
- (b) Contractor shall not conduct any unauthorized activities on or about the City Property that constitute waste or nuisance.
- (c) Contractor shall not damage City's real or personal property.
- (d) Contractor shall not cause any Hazardous Material (defined as follows) to be brought upon, kept, used, stored, released, generated or disposed of in, on or about the City Property, or transported to or from the City Property; provided, however, that Contractor may bring gasoline and petroleum products on the City Property to run generators and propane for catering activities, provided such products are in commercially reasonable amounts and stored in a commercially reasonable manner.

(1) Contractor shall immediately notify City of any release or suspected release of Hazardous Material. Contractor shall comply with all laws requiring notice of such releases or threatened releases to governmental agencies, and shall take all action necessary to mitigate the release or minimize the spread of contamination. In the event of a release of Hazardous Material, Contractor shall, without cost to City and in accordance with all laws and regulations, return the City Property to the condition immediately prior to the release. Contractor shall allow City to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree or other compromise proceeding involving Hazardous Material.

(2) For purposes of this Agreement, "Hazardous Material" includes, without limitation, the following: any material defined as a "hazardous substance, pollutant or contaminant" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), or pursuant to Section

25316 of the California Health & Safety Code; a "hazardous waste" listed pursuant to Section 25140 of the California Health & Safety Code; any asbestos and asbestos containing materials; and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "release" or "threatened release" shall include any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the City Property.

4. Subject to City Uses. Notwithstanding anything to the contrary in this Agreement, Contractor's rights to use the City Property hereunder shall be subject and subordinate to City's necessary uses of the City Property for municipal purposes. City retains the right to use or allow other persons to use the City Property in a manner that does not unreasonably interfere with Contractor's activities hereunder.

5. Term of Agreement. The privilege given to Contractor pursuant to this Agreement is temporary only. This Agreement shall become effective upon execution hereof and shall expire at 5:00 p.m. on 6/1/21, unless amended or sooner terminated pursuant to the terms hereof.  
(Office Use Only, Do Not Fill)

6. Surrender. Upon the cancellation, expiration, or termination of this Agreement, Contractor shall surrender the City Property in the same condition as received free from hazards and clear of all debris and of all property of Contractor or its Agents or Invitees. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

7. Repair of Damage. Contractor shall promptly, at its sole cost, repair any and all damage to the City Property and any personal property located thereon caused by Contractor or its Agents or Invitees. Contractor shall obtain City's prior approval of any party to be used by Contractor to conduct such repair work. If Contractor damages City facilities or any personal property, the final repair costs owed by Contractor shall be determined by the City, in its sole discretion, and shall be paid by Contractor within five (5) days of City's demand therefor. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

8. City's Right to Cancel. City reserves the right to suspend all activities or to cancel or terminate this Agreement upon the happening of the following conditions.

(a) Contractor fails to promptly pay all fees or charges under this Agreement when due.

(b) Contractor fails to cure any non-compliance of any of the terms or conditions of this Agreement within twenty-four (24) hours of receiving City's notification of such failure, or if such failure cannot be reasonably cured within twenty-four (24) hours, if Contractor fails to commence to cure such failure within such twenty-four (24) hour period and to diligently pursue such cure to completion. Notwithstanding anything to the contrary in the foregoing, City reserves the right to cancel this Agreement immediately and without prior notice, if, in the City's sole judgment such action is warranted by such default or breach.

(c) The City determines that there is an emergency requiring cancellation or termination of the Agreement.

9. Compliance with Laws; Regulatory Approvals; Administrative Penalties.

(a) Contractor shall, at its sole expense, conduct and cause to be conducted all activities on the City Property in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity, whether presently in effect or subsequently adopted, and whether or not in the contemplation of the parties. Such laws shall include, but are not limited to, all federal, state and local health orders relating to work place safety or the public's health and safety and local, state and federal laws prohibiting discrimination in employment and public accommodations. Failure to comply with any such laws, regulations, codes, ordinances or orders may be considered a material breach of this agreement by the Film Commission. Contractor shall, at its sole expense, procure and maintain in force at all times during its use of the City Property any and all business and other licenses or approvals necessary to conduct the Permitted Uses. Contractor understands and agrees that City is entering into this Agreement in its capacity as a property owner with a proprietary interest in the City Property and not as a regulatory agency with police powers.

(b) Pursuant to San Francisco Administrative Code Section 57.9, the Executive Director or the Director's designee may issue a citation imposing an administrative penalty in an amount of up to three times the applicable use fee to any person or production company who has violated Chapter 57.

10. Public Safety. Contractor agrees to conduct the Permitted Uses at all times in a safe and prudent manner with full regard to the public safety and to observe all applicable regulations and requests of the City and other government agencies responsible for public safety.

11. Utilities. City has no responsibility or liability of any kind with respect to any utilities that may be on, in or under the City Property. Contractor shall locate any such utilities and protect them from damage arising out of Contractor's activities. Contractor shall be solely responsible for arranging and paying for the Permitted Uses.

12. City's Right to Cure Defaults by Contractor. If Contractor defaults in the performance of any of its obligations under this Agreement, City may, at its sole option, remedy such failure for Contractor's account and at Contractor's expense by providing Contractor with three (3) days prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Agreement, and nothing herein shall imply any duty of City to do any act that Contractor is obligated to perform. Contractor shall pay to City upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees and costs, in remedying or attempting to remedy such default. Contractor's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

13. Cash Deposit. City may, without limiting its other remedies, require Contractor to pay to City a cash or other deposit in an amount necessary to cover the cost of repairing or remedying any breach of this Agreement. City shall provide Contractor with a billing and accounting when such repair or remedy is completed. Any unexpended sums shall be returned to Contractor, and Contractor shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Contractor on any such deposit.

14. Fees.

(a) Daily Use Fees. Upon execution of this Agreement, Contractor shall pay the daily use fees set forth in Exhibit D (Daily Use Fees and Payments Owed to Other City Departments), authorized by San Francisco Administrative Code section 57.5, as calculated by the City. In the event that the daily use fees at the termination or expiration of this Agreement differ from the City's calculation at the execution of the Agreement, City shall provide Contractor with a billing and accounting of use fees. Any unexpended sums shall be returned to Contractor, and Contractor shall immediately pay any additional costs incurred by City in excess of the cash deposited with City. No interest shall be payable to Contractor on any such deposit.

(b) Additional Payments. Within five (5) days of City's demand therefor, Contractor shall pay (i) City departments for the costs incurred by those departments in providing the use of City employees, equipment, property, and facilities and (ii) the San Francisco Arts Commission Street Artist Program applicable fees for film production and related activities in or near designated street artist spaces. Payment shall be made as required by the Film Commission or an affected City department as further outlined in Exhibit D.

15. Insurance.

(a) Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Broadform Property Damage, and Products Liability and Completed Operations;

(2) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(3) Workers' Compensation Insurance in statutory amounts with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident. The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Name as Additional Insured the City & County of San Francisco, the Port of San Francisco and each of their officers, directors, agents and employees.

(2) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) All policies shall be endorsed to provide thirty days' advance written notice to City of cancellation for any reason, intended non-renewal, or reduction in coverage. Notices shall be sent to the City address set forth in Section 27, entitled "Notices."

(d) In the event that Contractor operates or causes to be operated any aircraft, watercraft, rail vehicle or experimental vehicle under this Agreement, or the City determines that Contractor's Permitted Uses require additional insurance, Contractor shall, prior to commencing any such activity obtain such insurance as the City's Risk Manager requires for such activity.

(e) All insurance shall be provided under an occurrence basis.

(f) Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

(g) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

(h) Before commencing any operations under this Agreement, Contractor shall furnish to City certificates of insurance, and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(i) If an Unmanned Aircraft System (UAS) is used for any purpose under this agreement either directly by the Contractor or by a subcontractor to the Contractor, the Contractor shall ensure that such activity is covered by Unmanned Aircraft Systems insurance. The Contractor must submit proof of UAS insurance with an aggregate limit of at least **\$2,000,000**. The certificate of insurance must include a *separate* policy endorsement showing proof of UAS coverage, which at a minimum shall include coverage for damage to person and property. A **second** (separate) endorsement must be submitted naming the City & County of San Francisco, the Port of San Francisco and each of their officers, directors, agents and employees as Additional Insured for this coverage. NOTE: Each of these *two* endorsements require a *separate* attachment to the certificate of insurance.

(j) Notwithstanding the forgoing, if the City's Risk Manager has indicated approval of a waiver of insurance requirements on the attached **Exhibit E. Insurance Waiver**, then the insurance requirements specified on such waiver are waived or modified in accordance with the terms and conditions stated therein.

16. As Is Condition of City Property; Disclaimer of Representations. CONTRACTOR ACCEPTS THE CITY PROPERTY IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY CITY, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE CITY PROPERTY OR ANY FACILITIES ON THE CITY PROPERTY, FOR CONTRACTOR'S USE. City shall have no obligation to cause the City Property to remain in the condition in which it was as of the date of this Agreement. Contractor, at its own expense, shall obtain such permission or other approvals from any third parties with existing rights as may be necessary for Contractor to make use of the City Property in the manner contemplated hereby.

17. Waiver of Claims.

(a) Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Contractor, its officers, agents, employees, invitees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the City Property or its use by Contractor.

(b) Contractor fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the City Property or Contractor's use thereof, and (ii) in the event that City exercises its right to suspend, revoke or terminate this Agreement.

(c) In connection with the foregoing release, Contractor acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

Contractor acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Contractor realizes and acknowledges that it has agreed upon this Agreement in light of this

realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any cancellation, expiration or termination of this Agreement.

18. Indemnity. Contractor shall indemnify, defend, reimburse and hold harmless City, its officers, agents, employees and contractors from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of: (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the City Property, or any part thereof, whether the person or property of Contractor, any of its Agents and Invitees, or third persons, relating in any manner to any use or activity under this Agreement; (b) any failure by Contractor, or any of its Agents or Invitees, to faithfully observe or perform any of the terms, covenants or conditions of this Agreement; (c) the use of the City Property or any activities conducted thereon by Contractor, its Agents or Invitees; (d) any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Contractor, its Agents or Invitees, on, in, under or about the City Property, any improvements permitted thereon, or into the environment; or (e) any and all Losses arising in connection with this Agreement or the film or other work produced as a result of the activities conducted hereunder, including but not limited to, any such Losses relating to any alleged infringement of the patent rights, trademark, copyright, trade secret, privacy or other personal or other proprietary right of any person or persons.

This provision applies except solely to the extent of Losses resulting directly from the gross negligence or willful misconduct of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the City Property and claims for damages or decreases in the value of adjoining property. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. Contractor shall have an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Contractor by City and continues at all times thereafter. Contractor's obligations under this Section shall survive the cancellation, expiration or termination of this Agreement.

19. Copyrights. Contractor shall obtain all approvals for, and pay for all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the film production and related activities.

20. Ownership of Results. City recognizes and agrees that it shall hold no ownership or other proprietary interest in the film products created by Contractor pursuant to this Agreement. City agrees that it shall take no action to prohibit, delay or otherwise inhibit Contractor's rights to utilize the film products created by Contractor pursuant to this Agreement as a result of Contractor's breach of any of the terms, covenants or conditions of this Agreement.

21. No Assignment. Neither this Agreement nor any duties or obligations hereunder may be assigned, conveyed or delegated by the Contractor prior to completion of filming in San Francisco unless first approved by the Executive Director of the Film Commission by written instrument executed and approved in the same manner as this Agreement.

22. No Joint Ventures or Partnership; Independent Contractor. This Agreement does not create a partnership or joint venture between City and Contractor. Contractor shall be solely responsible for all matters relating to payment of its employees, including, without limitation, compliance with any and all Federal, State or Local law and all other regulations governing such matters.

23. Impossibility of Performance. If, for any reason, an unforeseen event occurs which is beyond the control of the City and the Contractor, including, but not limited to, fire, casualty, or labor strike, which event renders impossible the fulfillment of any term of this Agreement, Contractor and the City shall have no right to nor claim for damages against the other.

24. Tobacco Product and Alcoholic Beverage Advertising. Contractor acknowledges and agrees that, pursuant to San Francisco Administrative Code Section 4.20, no advertising of cigarettes or tobacco products or alcoholic beverages is allowed on any property owned by or under the control of the City and County of San Francisco. This prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or alcoholic beverages or the name of any cigarette or tobacco product or alcoholic beverages in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

25. Possessory Interest Taxes. Contractor recognizes and understands that this Agreement may create a possessory interest subject to property taxation and that Contractor may be subject to the payment of property taxes levied on such interest under applicable law. Contractor agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges or

assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law. Contractor shall pay all of such charges when they become due and payable and before delinquency.

26. Payment of Taxes. Contractor agrees to pay all taxes of any kind that may be lawfully assessed on Contractor's interest under this Agreement or use of the City Property pursuant hereto and to pay any other taxes, excises, licenses, permit charges, possessory interest taxes, or assessments based on Contractor's usage of the City Property that may be imposed upon Contractor by applicable law.

27. Notices. Except as otherwise provided herein, any notices given under this Agreement may be sent by U.S. mail or e-mail, and shall be addressed as follows:

To City: Executive Director  
Film Commission  
City Hall, Room 473  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102  
film.commission@sfgov.org

To Contractor: Village NB Productions, LLC  
10100 Santa Monica Blvd., suite 200  
Los Angeles, CA 90067  
310 385-4300

Any notice of default must be sent by registered mail. Either party may change the address to which notice is to be sent by giving written notice thereof to the other party. If email notification is used, the sender must specify a receipt notice.

28. Location Credit. Contractor shall expressly give credit to the "City and County of San Francisco" in the credits of any film resulting from the activities under this Agreement. Said credit shall be accorded on screen, with size, placement and all other aspects thereof determined in Contractor's sole discretion but consistent with other "thank-you" type credits accorded to locations of filming, if any. Contractor's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

29. General Provisions. (a) This Agreement may be amended or modified only by a writing signed by City and Contractor. (b) No waiver by any party of any of the provisions of this Agreement shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) Except as expressly set forth herein to the contrary, all approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Executive Director of the Film Commission or other authorized City official. (d) This instrument (including the exhibits hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Agreement are for convenience of reference only and shall be disregarded in the interpretation of this Agreement. (f) Time is of the essence. (g) This Agreement shall be governed by and subject to California law and the City's Charter and Municipal Code. (h) If either party commences an action against the other or a dispute arises under this Agreement, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. Reasonable attorneys' fees and legal costs of City's City Attorney's Office shall be based on fees regularly charged by private attorneys in the City and County of San Francisco with an equivalent level of expertise and practicing in law firms with approximately the same number of attorneys as the City Attorney's Office. (i) If Contractor consists of more than one person then the obligations of each person shall be joint and several. (j) Contractor may not record this Agreement or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Contractor hereunder, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same agreement.

Contractor represents and warrants to City that it has read and understands the contents of this Agreement and agrees to comply with and be bound by all of its provisions. Contractor further represents and warrants to City that all information provided by Contractor in the Film SF Identification Page and Locations Page is true and correct.

SIGNATURES

FOR CONTRACTOR:

**Village NB Productions, LLC**  
 (Company Name)

a \_\_\_\_\_  
 (Type of Business Entity)

By: James Scura  
 (Authorized Representative Signature)

Its: \_\_\_\_\_  
 (Authorized Representative Title)

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: Susannah Robbins  
 Executive Director  
 San Francisco Film Commission

STANDARDIZED, PRE-PRINTED USE AGREEMENT APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney  
 By: Lauren Curry  
 Deputy City Attorney

MODIFICATIONS TO STANDARDIZED AGREEMENT APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney  
 By: \_\_\_\_\_  
 Deputy City Attorney

**IMPORTANT NOTE:** USE AGREEMENT IS NOT APPROVED WITHOUT ALL NECESSARY CITY SIGNATURES



# FILM SF IDENTIFICATION PAGE

SUBMIT PERMIT TO: [film@sfgov.org](mailto:film@sfgov.org)

Permit Application Submission Date: **April 21, 2021**



## (A) Contact Information

Production Company Name: Village NB Productions, LLC  
 Company Address: 10100 Santa Monica Blvd., suite 200 City: Los Angeles  
 State: CA Zip / Country: 90067 Telephone: 310 385-4300  
 Permit Contact: Dan Kemp Contact Email: baylocations@comcast.net  
 Contact Phone: 415 717-9059 Location Manager: Dan Kemp  
 Director: Greg Beeman Producer: Mary Russell  
 On Location Contact: Dan Kemp On Location Cell (required): 415 717-9059

## (B) Project Details

PROJECT TITLE (REQUIRED): Nash Bridges 2021  
 ESTIMATED BUDGET (REQUIRED): \_\_\_\_\_ # HOTEL NIGHTS: \_\_\_\_\_  
 ESTIMATED SPEND IN SF (REQUIRED): \_\_\_\_\_ TOTAL LOCAL HIRES: 100  
 NAMED CAST MEMBERS: Don Johnson & Cheech Marin

## (C) Production Type / Daily Use Fees

If your production fits multiple categories, indicate all. You will be charged ONE fee per day (the highest fee).

<input type="checkbox"/>	Feature Film / Movie	<input type="checkbox"/>	Documentary	Other (specify): _____	
<input checked="" type="checkbox"/>	TV Series / Pilot	<input type="checkbox"/>	Corporate	<b>*OFFICE USE ONLY*</b>	
<input type="checkbox"/>	TV Commercial	<input type="checkbox"/>	Web Content	<b>FEES</b>	
<input type="checkbox"/>	Music Video	<input type="checkbox"/>	Short Subject	<input type="checkbox"/>	\$100 Still Photography
<input type="checkbox"/>	PSA	<input type="checkbox"/>	Student	<input type="checkbox"/>	\$200 TV Commercial, Music Video, Corporate, Web Content
<input type="checkbox"/>	Still Photography	<input type="checkbox"/>	Web Series	<input checked="" type="checkbox"/>	\$300 Feature Film, TV/Web Series, Pilot, Documentary, Short Subject

Total Days: 21  
 Total Due: \$6300

## (D) Production Vehicle Parking

Type of vehicle:	Qty #	Size / Length of EACH
Honeywagon	1	80
Wardrobe / Set Dressing / Props	3	60'5 ton/10 ton
Production van	6	
Camera vehicle	1	10 ton
Grip / Electric vehicle	2	10 ton
Caterer vehicle		
Motorhome*		*NO POP-OUT MOTORHOMES ALLOWED*
Other (Specify):		full list coming
<b>*Office Use Only*</b> SFPD: PAID SFPD DIRECTLY SFMTA: TBD Posting #: 21SF072 # Days: 21		
Payment Date: 4/26/21	SFFC: \$6300	Total Paid: \$6300 Start: 4/28/21 End: 5/22/21
Billing Contact: Rick Sulier	Receipt #: 93479200	Check #: N/A





# FILM SF LOCATIONS PAGE



\*Please indicate one location per section; identify cross streets

# <input style="width: 40px;" type="text" value="1"/> Pier 7				
<b>Date &amp; Day Of Week</b>	<input type="checkbox"/> INT <input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
WED 4/28/21		7:00AM	1:00PM	Nash fishing is asked to return to the SFPD
<b># Cast &amp; Crew On Location:</b> <u>20</u> <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input checked="" type="checkbox"/> Parking Request *Include map <input checked="" type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input checked="" type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: <u>Honda 2000</u>				
<b>OFFICE USE ONLY:</b> <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input checked="" type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval				
<b>Conditions:</b> Groups of 60 approved. Productions will follow social distancing, face covering, and sanitation protocols per the Order of the Health Officer				

# <input style="width: 40px;" type="text" value="2"/> San Francisco Bar Pilots, Pier 9 East end				
<b>Date &amp; Day Of Week</b>	<input checked="" type="checkbox"/> INT <input type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
WED 4/28/21		11:00AM	7:00PM	Nash talks with SFPD therapist
<b># Cast &amp; Crew On Location:</b> <u>120</u> <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input checked="" type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input checked="" type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: <u>tow plant</u>				
<b>OFFICE USE ONLY:</b> <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input checked="" type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval				
<b>Conditions:</b> Groups of 60 approved. Productions will follow social distancing, face covering, and sanitation protocols per the Order of the Health Officer				

# <input style="width: 40px;" type="text" value="3"/> California St. & Powell St. sidewalk				
<b>Date &amp; Day Of Week</b>	<input type="checkbox"/> INT <input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
THUR 4/29/21		7:00AM	11:00AM	Nash pulls up, find missing GPS Nash calls Harvey
<b># Cast &amp; Crew On Location:</b> <u>120</u> <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input checked="" type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input checked="" type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: _____				
<b>OFFICE USE ONLY:</b> <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input checked="" type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval				
<b>Conditions:</b> Groups of 60 approved. Productions will follow social distancing, face covering, and sanitation protocols per the Order of the Health Officer				

Provisions (Office Use Only)	<input checked="" type="checkbox"/> May Not Control Sidewalks	<input checked="" type="checkbox"/> Must Allow Disability Access
	<del><input type="checkbox"/> Camera: Handheld / Tripod only</del>	<del><input type="checkbox"/> Sidewalks Only</del>



# FILM SF LOCATIONS PAGE

\*Please indicate one location per section; identify cross streets



<b>#</b>	<input type="text" value="4"/>	Fairmont Presidential Suite			
<b>Date &amp; Day Of Week</b>		<input checked="" type="checkbox"/> INT	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b> Trevor Garrison hosts a party
THUR 4/29/21		<input type="checkbox"/> EXT <input type="checkbox"/> BOTH	7:00AM	8:00PM	
<b># Cast &amp; Crew On Location:</b> <u>120</u>					
<input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input checked="" type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input checked="" type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: <u>tow plant</u>					
OFFICE USE ONLY: <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval					
<b>Conditions:</b> Groups of 60 approved. Productions will follow social distancing, face covering, and sanitation protocols per the Order of the Health Officer					

<b>#</b>	<input type="text" value="5"/>	2800 Pacific Ave. at Divisadero			
<b>Date &amp; Day Of Week</b>		<input type="checkbox"/> INT	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b> Nash meets Marvin Garrison. Marvin Garrison is arrested
FRI 4/30/21		<input type="checkbox"/> EXT <input checked="" type="checkbox"/> BOTH	7:00AM	8:00PM	
<b># Cast &amp; Crew On Location:</b> <u>120</u>					
<input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input checked="" type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input checked="" type="checkbox"/> Intermittent Traffic Control <input checked="" type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: <u>tow plant</u>					
OFFICE USE ONLY: <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input checked="" type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval					
<b>Conditions:</b> Groups of 60 approved. Productions will follow social distancing, face covering, and sanitation protocols per the Order of the Health Officer					

<b>#</b>	<input type="text" value="6"/>	2800 Pacific Ave. at Divisadero			
<b>Date &amp; Day Of Week</b>		<input type="checkbox"/> INT	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b> PREP PARKING
THUR 4/29/21		<input checked="" type="checkbox"/> EXT <input type="checkbox"/> BOTH	7:00AM	5:00PM	
<b># Cast &amp; Crew On Location:</b> <u>15</u>					
<input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input checked="" type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: _____					
OFFICE USE ONLY: <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval					
<b>Conditions:</b> Productions will follow social distancing, face covering, and sanitation protocols per the Order of the Health Officer					

Provisions (Office Use Only)	<input checked="" type="checkbox"/> May Not Control Sidewalks	<input checked="" type="checkbox"/> Must Allow Disability Access
	<del><input type="checkbox"/> Camera: Handheld / Tripod only</del>	<del><input type="checkbox"/> Sidewalks Only</del>



# FILM SF LOCATIONS PAGE



\*Please indicate one location per section; identify cross streets

# <span style="border: 1px solid black; padding: 2px 10px;">7</span> Fairmont - 950 Mason St.				
<b>Date &amp; Day Of Week</b>	<input checked="" type="checkbox"/> INT <input type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
WED 4/28/21		7:00AM	7:00PM	PREP PARKING
<b># Cast &amp; Crew On Location:</b> <u>20</u> <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input checked="" type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: _____				
<b>OFFICE USE ONLY:</b> <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval				
<b>Conditions:</b> Groups of 60 approved. Productions will follow social distancing, face covering, and sanitation protocols per the Order of the Health Officer				

# <span style="border: 1px solid black; padding: 2px 10px;">8</span> Fairmont - 950 Mason St				
<b>Date &amp; Day Of Week</b>	<input checked="" type="checkbox"/> INT <input type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
FRI 4/30/21		7:00AM	5:00PM	WRAP PARKING
<b># Cast &amp; Crew On Location:</b> <u>20</u> <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input checked="" type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: _____				
<b>OFFICE USE ONLY:</b> <input checked="" type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval				
<b>Conditions:</b> Groups of 60 approved. Productions will follow social distancing, face covering, and sanitation protocols per the Order of the Health Officer				

# <span style="border: 1px solid black; padding: 2px 10px;"> </span> _____				
<b>Date &amp; Day Of Week</b>	<input type="checkbox"/> INT <input type="checkbox"/> EXT <input type="checkbox"/> BOTH	<b>Start Time</b>	<b>End Time</b>	<b>Summarized Scenes:</b>
<b># Cast &amp; Crew On Location:</b> _____ <input type="checkbox"/> Wet Downs <input type="checkbox"/> Street Closure *This requires an additional permit from SFMTA <input type="checkbox"/> Parking Request *Include map <input type="checkbox"/> Ext. Dolly / Jib <input type="checkbox"/> Pyrotechnics <b>List any other special equipment here:</b> <input type="checkbox"/> Intermittent Traffic Control <input type="checkbox"/> Generator * <input type="checkbox"/> Simulated Violence <input type="checkbox"/> UAS (Drone)    *size: _____				
<b>OFFICE USE ONLY:</b> <input type="checkbox"/> Neighborhood Notification <input type="checkbox"/> Signature Survey <input type="checkbox"/> Police Services <input type="checkbox"/> MUNI Inspector/Charter <input type="checkbox"/> Port Approval <input type="checkbox"/> UAS Approval				
<b>Conditions:</b> _____				

DS  
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SR  
DS  
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Provisions (Office Use Only)	<input checked="" type="checkbox"/> May Not Control Sidewalks	<input checked="" type="checkbox"/> Must Allow Disability Access
	<input checked="" type="checkbox"/> Camera: Handheld / Tripod only	<input type="checkbox"/> Sidewalks Only

## **Exhibit B: General Guidelines and Information for Filming in San Francisco**

Filming on City streets and neighborhoods is coordinated through the San Francisco Film Commission (Film SF), which makes referrals to other City departments depending on the particular needs of any given production.

The foundation of all projects approved to film on City property is the submission of a Use Agreement, insurance certificate and payment of use fees pursuant to San Francisco Administrative Code Sections 57.1 [et seq. \(“Chapter 57”\)](#).

Under San Francisco Administrative Code Section 57.9, the Executive Director or the Director’s designee may issue a citation imposing an administrative penalty in an amount of up to three times the applicable use fee to any person or production company who has violated Chapter 57.

Film SF requires four full business days to process a permit and five full business days to process student permits. There is no guarantee a permit can be processed if it is received outside this time frame. Productions that involve coordination with other City departments may require more time to approve a permit.

It is highly recommended that you contact Film SF to discuss your project. For more involved productions it will be necessary to make an appointment to discuss the particulars of your project or schedule an onsite location visit to coordinate the details.

Please note that Film SF requires an original signed copy of the Use Agreement.

Film projects may require SFPD officers depending on the complexity of a shoot, the need for traffic control or whenever Film SF or SFPD deem it necessary. For more details see Exhibit C: San Francisco Police Department Film Production Guidelines

Street parking for film shoots must be posted 24 to 72 hours prior to the posting going into effect. See [Permitting for Production Vehicle Parking Permitting](#) for more details. Parking in commercial areas may have restrictions during commute hours.

Projects requiring street/lane closures and or Intermittent Traffic Control require coordination with the SFPD. [Street closures](#) are arranged through [SFTMA](#) and require a five-day minimum to process.

The hours of filming in residential areas are restricted from 10:00pm to 7:00am. Night shoots are permitted during the restricted hours with the consent of Film SF, pending the submission of a completed signature survey. See [Permitting for Late-Night or Early-Morning Filming \(Signature Survey\)](#) for more details.

Residents must be notified in writing 72 hours before shooting in a residential neighborhood that requires production vehicle parking on the street, high impact filming or scenes with simulated violence or loud noise. Neighborhood Notification fliers must include the company, shooting times, and the name, address, and phone number of the company's local office or representatives. Notification fliers must be submitted to Film SF for approval. See [Sample Neighborhood Notification](#) for more details.

Production companies are required to provide Film SF and the SFPD (when applicable) with copies of shooting scripts and locations schedules.

Productions using UAS (unmanned aircraft system) are required to follow specific guidelines as directed by Film SF. See [Permitting to Film with an Unmanned Aircraft System \(Drones\)](#) for requirements.

No littering is permitted and all garbage must be cleaned up completely when leaving the location.

The public must not be deprived egress or ingress to private or public property (no blocking driveways, alleys, doorways, handicapped access). Productions cannot block public right-of-way including for catering or craft services.

Often times production companies will need to post directional signs steering crew members to their destinations, see [Guidelines for Directional Signs Postings](#).

Any project that is working in San Francisco for more than seven days is required to obtain a business license. The business license application must be filed with the office of the [Treasurer and Tax Collector](#)

## **Exhibit C: San Francisco Police Department Film Production Guidelines**

### **Request for Police Services - Administrative Code Section 10-B**

Any person, corporation, firm or organization desiring additional personnel of the San Francisco Police Department, for law enforcement purposes within the City and County of San Francisco, may request the Chief of the Police Department, or his/her designee, to provide such personnel to perform such services in the number he/she determines to be necessary to perform the services. The Police Chief may also discontinue providing services at any time.

In accordance with the provisions of San Francisco Administrative Code Section 10-B, it is the policy of the Chief of Police to provide, or NOT PROVIDE, police personnel to monitor and assist film production companies while filming in public areas of San Francisco. Film production companies may be required to have police services provided.

All requests for police services shall be directed to Film SF which will forward the request to the Police Law Enforcement Services (PLES) Officer as designated by the Chief of Police. A contact by a representative of the Production Company must be made by email to Film SF in a timely manner prior to the start of filming. Film SF will forward requests on behalf of the production to SFPD. A written agreement must be completed to finalize the request and constitutes a revocable agreement to the production company from the Police Department to provide such services. Police services shall only be obtained through the PLES Unit.

Rate of billing. Pursuant to San Francisco Administrative Code Section 10-B, the rate of billing for officers assigned shall be at time and one half.

Billing procedures. The Police Department will follow the billing procedures set forth in Administrative Code Sec. 10B. A **deposit** for police services will be required in advance. The Police Department representatives will determine the amount of deposit after an evaluation of the estimated police services. The pay period for the San Francisco Police Department is a two-week period, ending every other Friday. Any billing will be mailed during the latter part of the following week after the end of the pay period. Upon submission of a request for police services by a production company, a representative of said company shall furnish Film SF, in a timely manner, the following information:

- Filming schedule
- All locations and approximate daily call times
- Detailed description of any stunt, chase scene, special effects, etc.
- Billing information

### **Officers**

While detailed pursuant to Administrative Code Section 10-B, the officers' sole employer is the City and County of San Francisco. Officers are to perform police related duties only i.e., traffic control, pedestrian and crowd control. Officers assigned to film details have two basic objectives; one is to maintain a police presence and protect the City's interest; the other is to assist the Production Company as much as possible, within these guidelines in completing their filming. Officers assigned to details shall take appropriate police action whenever criminal activity is observed or when a citizen requests their assistance.

Police personnel will not be permitted to appear on film as part of the actual production (its commercial intent), without prior approval of the Chief of Police. "Appearance" refers to any activities, no matter how minor, which are filmed and which are under the direction of the production company. Thus, even a shot containing an officer in the background would be an appearance if the officer was directed by the Production Company to be where he/she is.

Officers appearing in productions shall do so as secondary employment. Secondary employment requests would be submitted and all department regulations in this regard would be applicable. However, Departmental General Orders prohibits the use of Departmental issued equipment during the course of secondary employment without the express consent of the Chief of Police.

Labor Disputes (or demonstrations): The Police Department will not assign officers pursuant to Administrative Code Sec. 10-B to work at the location of an organized labor strike or other demonstration. The Police Department may at its discretion, assign officers to keep the peace as it would at any other event or location. Officers detailed to film productions shall not be directed to guard production equipment. Officers are to perform police related functions only. If equipment or material cannot be moved from an area where it may create a public hazard then an officer shall remain on location.

**Equipment and Facilities**

Any equipment, e.g., 3-wheel motorcycles, solos, etc., that is used by officers detailed to film productions, may be billed to the production company accordingly.

Rates for equipment to be determined, on as needed basis, by the Chief of Police or his/her designee.

Police Department equipment or the interior of police facilities will not be made available to production companies without the approval of the Chief of Police. Arrangements can be made through the Department Coordinator to take still photographs of equipment and facilities so that reproductions can be made.

Patches and decals of the San Francisco Police Department, uniforms, etc., shall not be provided without the approval of the Chief of Police.

Extensive technical advice regarding the San Francisco Police Department will not be provided. Technical assistance may be acquired through secondary employment guidelines.

All stunts, chase scenes, special effects, etc., shall be reviewed for approval by Film SF and the Police Department Coordinator.

**Exhibit D: Daily Use Fees and Payments Owed to Other City Departments**

A daily use fee is required for each day of filming or parking. Payment is accepted via check, money order, credit card, or electronic funds transfer (ACH or Federal Wire System). Checks should be made payable to the San Francisco Film Commission. **Daily Use Fees are as follows:**

- Still Photography: \$100 a day
- Commercial, Corporate Media, Industrial Media, Videos, including but not limited to, Music Videos and Web Videos,: \$200 a day
- TV Series (each episode), Movie, Pilot, Web Series (each episode), Short Subject, and Documentary:
  - For a production with a budget of less than \$100,000: \$50 a day
  - For a production with a budget of \$100,000 to less than \$500,000: \$100 a day
  - For a production with a budget of \$500,000 or greater: \$300 a day

*A copy of the total budget estimate is needed to qualify for the reduced rates. Otherwise, the fee is \$300 per day.*

Public service announcements, qualifying student productions, and productions created by or for entities that are tax-exempt under section 501(c)(3) of the Internal Revenue Code are exempt from the above-listed fees. Productions must provide proof of non-profit status.

These daily use fees are charged on a **per day basis**, no matter how many locations are listed on Exhibit A: Film SF Identification Page and Locations Page. If a production fits multiple film categories, it will be charged the highest fee. Payment must be made prior to issuing permit. If a production is filming for three or more consecutive weeks, a deposit of five daily use fees is required prior to permit issuance. Productions can receive a refund for daily use fees if they cancel their permit or location day up to 24 hours in advance of filming. Note this cancellation policy only applies to Film SF daily use fees. Credit card processing fees are non-refundable.

**Payment to Other City Departments**

Productions (Contractors) are responsible for paying other City Departments related to film activities. Below is information on when an invoice is due and how payment is made.

<b>City Department</b>	<b>When is a Contractor Billed?</b>	<b>When is Payment Due?</b>
San Francisco Police Department (SFPD)	SFPD provides an estimate to Film SF who then sends it over to the Contractor with payment link.	100% deposit due directly to Film SF and prior to permit issuance. Any remaining balance or refund will be accounted for after services are rendered by SFPD.
San Francisco Municipal Transportation Agency (SFMTA) - Use of Image Fee	Film SF sends payment information to the Contractor once Contractor has signed SFMTA Rider.	Due directly to Film SF and prior to permit issuance.
San Francisco Municipal Transportation Agency (SFMTA) - Charters or Inspectors	SFMTA sends an estimate to Film SF after they processed request. Film SF forwards estimate to the Contractor.	SFMTA sends final invoice to the Contractor after services are rendered. The Contractor pays SFMTA directly.
Other departments: Port, Sheriff's Department, PUC, DPW.	Invoicing and billing varies for each City department. Contact Film SF for more information: <a href="mailto:film@sfgov.org">film@sfgov.org</a> (415)554-6241.	Some City departments may require payment prior to services being rendered. Contact Film SF for more information.

**FILM PRODUCTION – PORT REQUEST FORM**

Completion of this form enables Port staff to review proposed film production on Port property and within dedicated public access areas. Governing entities include the San Francisco Bay Conservation and Development Commission (BCDC), the California Environmental Quality Act (CEQA), and the Port's Executive Director.

*LOCATION: Pier 7*

*COMPANY: Village NB Productions, LLC*

*DATE: April 28, 2021*

*TIME/DURATION: 7:00AM-1:00PM*

*PRODUCTION TYPE (e.g. commercial, tv series, etc.): TV movie*

*# OF CAST AND CREW: 20*

*ACTIVITY (e.g. walk along pier, vehicle shoot, etc.): 2 actors talk while one fishes at end of pier.*

*EQUIPMENT/STRUCTURES (please include photos/renderings of any structures): n/a*

*PARKING REQUIREMENTS/LOCATION: n/a*

*SPECIAL CIRCUMSTANCES: n/a*

*PLEASE DESCRIBE ANY POTENTIAL PEDESTRIAN IMPACTS: none*

*IF APPLICABLE, PLEASE PROVIDE A MAP SHOWING THE LOCATION OF THE PRODUCTION, INCLUDING ANY STRUCTURES AND IMPACTED PEDESTRIAN AREAS. See attached*

Responding "NO" to all YES/NO questions below indicates that the film production likely meets all pre-approval criteria, thereby allowing Port staff to consider approval of the production without further review. A response of "YES" to any of these questions will indicate that aspects of the production are beyond the scope of pre-approval and further review is required by Port Planning.

**AT A SINGLE LOCATION ALONG THE WATERFRONT, WILL THE FILM EVENT EXCEED ANY OF THE FOLLOWING AT ANY ONE TIME?**

*- 8 HOURS BETWEEN 6AM AND 8PM? ( Y / N ) No*

*- TOTAL CAST/CREW OF 20 PEOPLE? ( Y / N ) No*

*- 3 VEHICLES ON THE WATERFRONT? ( Y / N ) No*

*- SIGNIFICANTLY BLOCK PEDESTRIAN AND BICYCLE MOVEMENT (reduce public access width or area by 50% or more)? ( Y / N ) No*



## PORT REQUIREMENTS

**FilmSF works with the Port to support a production's request to film on Port property. Although each permit has its own set of circumstances, the following rules always apply.**

1. Double parking to off load vehicles, or for any other reason is prohibited.
2. Do not park any vehicles on the sidewalk, the Embarcadero promenade, or the piers without prior approval from the Port.
3. Do not off-load or park in a white zone unless specifically permitted.
4. Blocking or impeding the public right of way, including bike lanes, is prohibited.
5. No filming, blocking or parking on access ramps or storm drains.
6. Do not block emergency access areas. A 14' fire lane/emergency access must be maintained at all times.
7. The use of generators or any other special equipment may require a permit and needs to be accurately reflected on your permit application and Port Request.
8. No catering on Port property unless authorized in advance.
9. No equipment, cables or production vehicles may be left on Port property overnight without prior approval from Port Management. Production companies must provide their own security guard/services.
10. No filming or staging on pedestrian ramps unless authorized in advance by Port.
11. Unless specifically indicated on your permit, lights and speakers must always face the bay. Do not light buildings or face the Embarcadero unless approved in advance by the Port.
12. Crossovers must be used whenever cables cross a walking path or access road. All cables must have fly overs on bike paths unless an alternative is approved by the Port.
13. Special Effects and Firearms: The brandishing or discharge of prop weapons or use of pyrotechnics will require a police officer and/or a Fire Inspector to be present during filming and must meet all local and state requirements.
14. Aerial Filming Activity – The use of drones, helicopters or other aircraft for filming purposes will require operators to be FAA certified and meet all local and state regulations. The US Coast Guard also requires proper notification, if applicable.
15. Altering any structure on Port property is strictly prohibited.
16. Film SF will determine the need for SFPD for film productions based on the size of the shoot and the impact.
17. Repair of vehicles or equipment on Port property is strictly regulated and prohibited in any over-water location.
18. There are many different jurisdictions on Port property, including private property. Be sure to indicate where you intend to film and remain in the permitted area you have indicated.
19. In the event vehicles and/or equipment are placed on pedestrian walkways, prior approval must be obtained by Port and BCDC, where deemed necessary. All vehicles and/or equipment must be able to move in the event of an emergency.

**Police Request Form**

**CONTRACTOR NAME:** Village NB Productions LLC

**PROJECT TITLE:** Nash Bridges

**CONTACT ON LOCATION (name/email/phone):**

Rashod Edwards

(510) 689-8285

[rashodedwards@yahoo.com](mailto:rashodedwards@yahoo.com)

**FINAL BILLING CONTACT NAME/EMAIL/PHONE:**

Rick Sulier

[nashbridgesacctg@gmail.com](mailto:nashbridgesacctg@gmail.com)

[bleuox@aol.com](mailto:bleuox@aol.com)

SF Accounting Office: 415.347.5468

LA Accounting Offices: 310.385.4300

**FINAL BILLING INFORMATION AND ADDRESS:**

Village NB Productions, LLC

10100 Santa Monica Blvd., Suite 200

Los Angeles, CA 90067

**DATE:** 4/28/21

**START TIME:** 7AM

**END TIME:** 7PM

**LOCATION TO REPORT TO:** Pier 7, San Francisco, CA 94105

**ACTIVITY:** police presence

**NUMBER AND TYPE OF OFFICER:** 1 officer

**DATE:** 4/29/21

**START TIME:** 8AM

**END TIME:** 1PM

**LOCATION TO REPORT TO:** 950 Mason St, SF 94108

**ACTIVITY:** ITC – hellcat parks on corner

**NUMBER AND TYPE OF OFFICER:** 5 officers

**DATE:** 4/29/21

**START TIME:** 8AM

**END TIME:** 6PM

**LOCATION TO REPORT TO:** 950 Mason St, SF 94108

**ACTIVITY:** police presence

**NUMBER AND TYPE OF OFFICER:** 1 officer

**DATE:** 4/30/21

**START TIME:** 8AM

**END TIME:** 4PM

**LOCATION TO REPORT TO:** 2800 Pacific, SF 94115

**ACTIVITY:** ITC – cars pulling up  
**NUMBER AND TYPE OF OFFICER:** 5 officers

**DATE:** 5/1/21  
**START TIME:** 7AM  
**END TIME:** 8PM  
**LOCATION TO REPORT TO:** Pier 27, SF 94111  
**ACTIVITY:** ITC – Hellcat driving  
**NUMBER AND TYPE OF OFFICER:** 6 officers

**DATE:** 5/2/21  
**START TIME:** 2PM  
**END TIME:** 3AM  
**LOCATION TO REPORT TO:** Alameda & Vermont, move to 1025 Columbus (Bimbo’s 365)  
**ACTIVITY:** lane closure ITC  
**NUMBER AND TYPE OF OFFICER:** 6 officers

**DATE:** 5/5/21  
**START TIME:** 7AM  
**END TIME:** 7PM  
**LOCATION TO REPORT TO:** 28 ½ Pier, SF 94105 (Hi-Dive Bar)  
**ACTIVITY:** police presence  
**NUMBER AND TYPE OF OFFICER:** 2 officers

**DATE:** 5/6/21  
**START TIME:** 7AM  
**END TIME:** 7PM  
**LOCATION TO REPORT TO:** Pier 45, Fisherman’s Wharf SF 94133 (SS Jeremiah)  
**ACTIVITY:** ITC exterior arrest scene  
**NUMBER AND TYPE OF OFFICER:** 4 officers

**DATE:** 5/7/21  
**START TIME:** 11AM  
**END TIME:** 11PM  
**LOCATION TO REPORT TO:** 631 Grant, SF 94108 (Far East Café)  
**ACTIVITY:** ITC exterior scenes  
**NUMBER AND TYPE OF OFFICER:** 5 officers

**DATE:** 5/8/21  
**START TIME:** 11:30AM  
**END TIME:** 11:30PM  
**LOCATION TO REPORT TO:** 443 Broadway, SF 94133 (Broadway Studios)  
**ACTIVITY:** police presence  
**NUMBER AND TYPE OF OFFICER:** 2 officers

**DATE:** 5/9/21  
**START TIME:** 11:30AM  
**END TIME:** 11:30PM

**LOCATION TO REPORT TO:** Pier 9, Embarcadero & Green 94105 (Autodesk)  
**ACTIVITY:** police presence  
**NUMBER AND TYPE OF OFFICER:** 1 officer

**DATE:** 5/12/21  
**START TIME:** 6:30AM  
**END TIME:** 6:30PM  
**LOCATION TO REPORT TO:** Pier 9, Embarcadero & Green 94105 (Autodesk)  
**ACTIVITY:** police presence  
**NUMBER AND TYPE OF OFFICER:** 1 officer

**DATE:** 5/13/21  
**START TIME:** 7AM  
**END TIME:** 7PM  
**LOCATION TO REPORT TO:** Pier 9, Embarcadero & Green 94105 (Autodesk)  
**ACTIVITY:** police presence  
**NUMBER AND TYPE OF OFFICER:** 1 officer

**DATE:** 5/14/21  
**START TIME:** 7:30AM  
**END TIME:** 7:30PM  
**LOCATION TO REPORT TO:** Pier 9, Embarcadero & Green 94105 (Autodesk)  
**ACTIVITY:** police presence  
**NUMBER AND TYPE OF OFFICER:** 1 officer

**DATE:** 5/15/21  
**START TIME:** 7:30AM  
**END TIME:** 7:30PM  
**LOCATION TO REPORT TO:** Pier 9, Embarcadero & Green 94105 (Autodesk)  
**ACTIVITY:** police presence  
**NUMBER AND TYPE OF OFFICER:** 1 officer

**DATE:** 5/16/21  
**START TIME:** 7AM  
**END TIME:** 9PM  
**LOCATION TO REPORT TO:** 101 California St, SF 94111  
**ACTIVITY:** street closure ITC  
**NUMBER AND TYPE OF OFFICER:** 10 officers

**DATE:** 5/19/21  
**START TIME:** 7AM  
**END TIME:** 7PM  
**LOCATION TO REPORT TO:** 952 Mission St, SF 94103 (Barbary Coast Dispensary)  
**ACTIVITY:** lane closure ITC  
**NUMBER AND TYPE OF OFFICER:** 6 officers

**DATE:** 5/20/21  
**START TIME:** 7AM

**END TIME:** 9PM

**LOCATION TO REPORT TO:** 1 Jones St, SF 94102 (Hibernia Bank)

**ACTIVITY:** police presence

**NUMBER AND TYPE OF OFFICER:** 4 officers

**DATE:** 5/21/21

**START TIME:** 7AM

**END TIME:** 9PM

**LOCATION TO REPORT TO:** 1 Jones St, SF 94102 (Hibernia Bank)

**ACTIVITY:** police presence

**NUMBER AND TYPE OF OFFICER:** 4 officers

# San Francisco Police Department

# INVOICE/ESTIMATE

Officer Theresa Conway

1245 3rd St 5th Floor  
 San Francisco, Ca 94158  
 415-837-7291 [theresa.conway@sfgov.org](mailto:theresa.conway@sfgov.org)

**DATE:** April 23, 2021  
**INVOICE #** 380091Village  
**FOR:** 4/28-5/21 Nash  
 Bridges

**BILL TO:**

Village NB Productions, LLC Att: Rick Sulier  
 10100 Santa Monica Blvd., Suite 200  
 Los Angeles, CA 90067  
 415-347-5468  
[nashbridgesacctg@gmail.com](mailto:nashbridgesacctg@gmail.com)

DESCRIPTION	HOURS	RATE	AMOUNT
Q4 MC Day	503.00	\$119.62	\$ 60,168.86
Q4 MC Night	149.00	\$124.61	\$ 18,566.89
Q52 MC Day	101.00	\$138.14	\$ 13,952.14
Q52 MC Night	30.00	\$143.89	\$ 4,316.70
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -

6.25% Premium for working hours 6pm-6am SUBTOTAL \$ 97,004.59

Final Invoice based on actual hours worked. TAX RATE

**A 100% deposit of estimated costs is due upon receipt of this estimate. You may submit payment via credit card directly to the SF Film Commission. Contact your film commission coordinator for instructions.**

**24 hours notice of cancellation is required or vendors will be billed the 4 hour minimum per scheduled officer.**

**TOTAL** \$ 97,004.59

Make all checks payable to San Francisco Police Department.

1245 3rd St. 5th Floor, San Francisco, CA 94158 **CHECK, MONEY ORDER or WIRE TRANSFER**

**I have read the 10B Charter and understand section 10B.2.(e)**

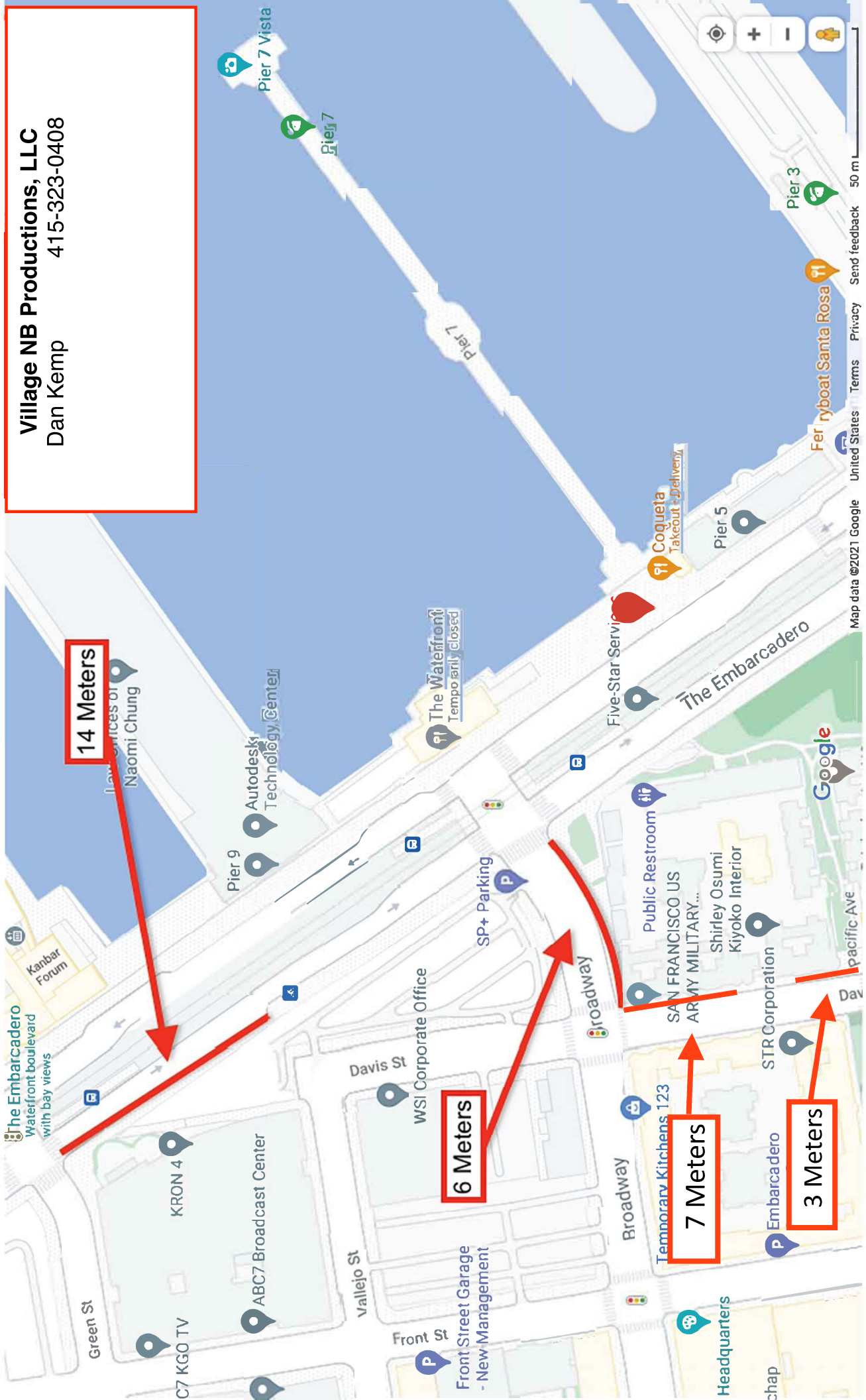
**Estimate accepted by:** \_\_\_\_\_ **Please sign & return with Payment**

**POSTING # 21SF072**

**500-698 DAVIS**

**1-49 BROADWAY  
501-599 THE EMBARCADERO**

**Village NB Productions, LLC**  
Dan Kemp 415-323-0408



**14 Meters**

**6 Meters**

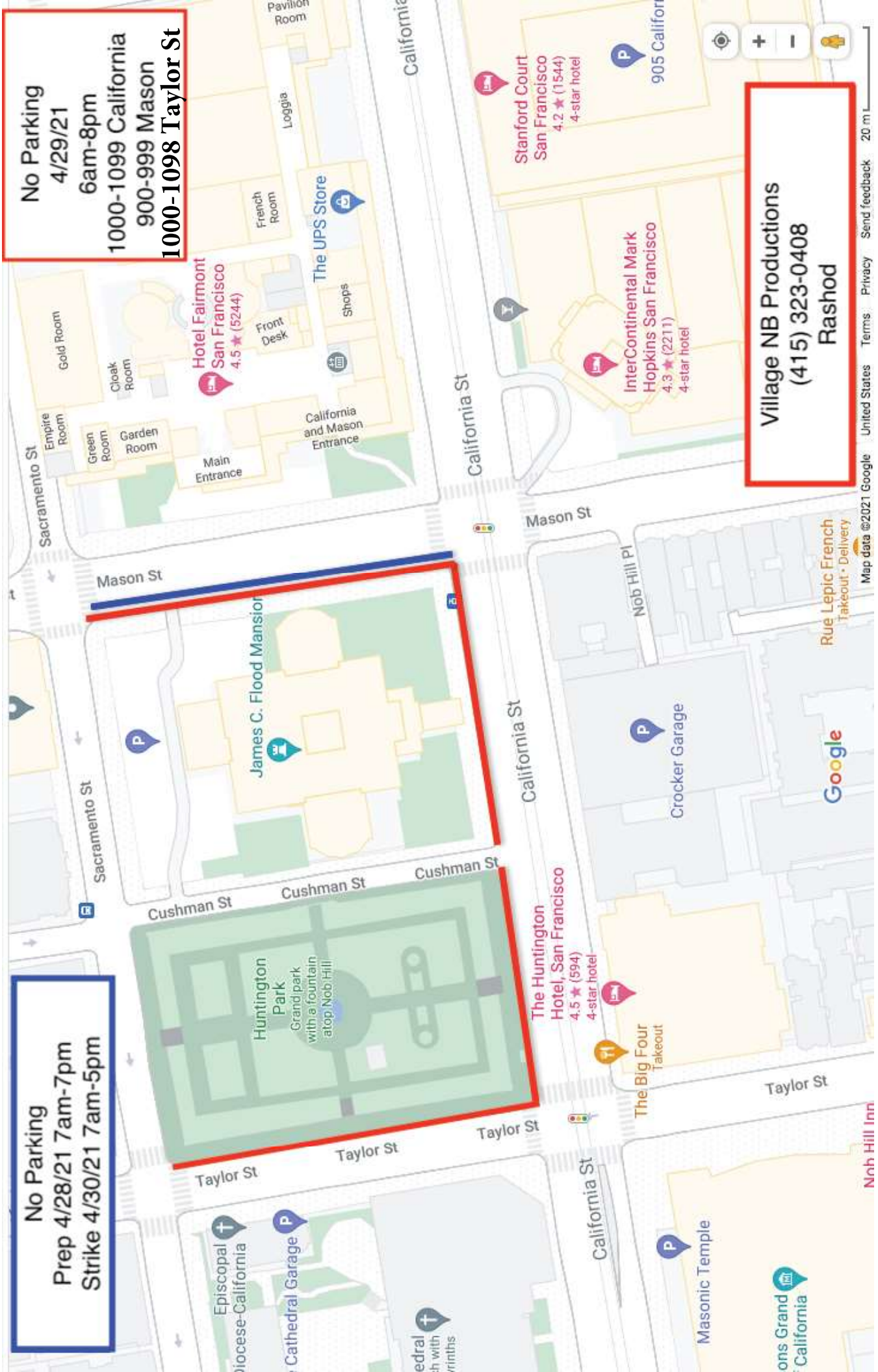
**7 Meters**

**3 Meters**

# POSTING #21SF072

No Parking  
Prep 4/28/21 7am-7pm  
Strike 4/30/21 7am-5pm

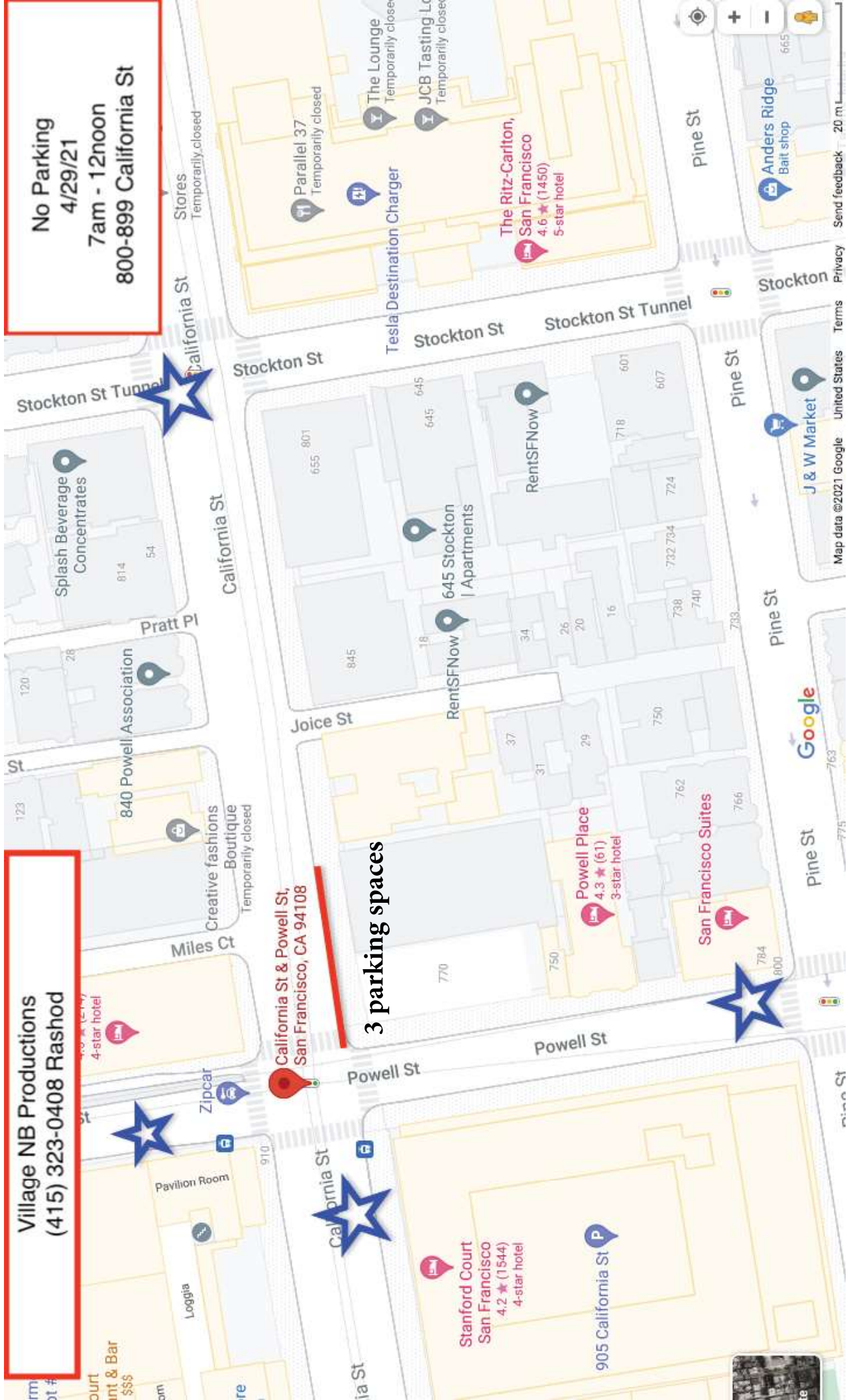
No Parking  
4/29/21  
6am-8pm  
1000-1099 California  
900-999 Mason  
1000-1098 Taylor St



Village NB Productions  
(415) 323-0408  
Rashod



# POSTING #21SF072



# POSTING #21SF072

No Parking - 4/29/21  
PREP: 7AM - 5PM

**NASH BRIDGES – Garrison House**  
**No Parking 4/30/2021**  
**7AM – 8PM**  
2800-2899 Pacific  
2500-2599 Divisadero  
2700 – 2799 Broadway  
2600 – 2699 Jackson St (Park Side)  
2300 – 2399 Scott St. (Park Side)

Text

Village NB Productions  
“Nash Bridges”  
415-323-0408





# FILMING NOTICE!



## Wednesday, April 28<sup>th</sup>, 2021 7AM – 10PM

Dear Business Owners and Residents,

Village NB Productions LLC., will be filming for Nash Bridges on Wednesday, April 28<sup>th</sup>, 2021 from 7AM – 1PM on Pier 7 and from 11AM until 10PM inside a private business on Pier 9. We will be posting No Parking signs at:

- Broadway between Embarcadero and Davis St
- Davis St between Broadway up to Pacific St.
- Embarcadero between Green St and Broadway

All filming will occur on Pier 7 and inside a private business on Pier 9.

Our filming is being fully coordinated with Film SF, the Mayor’s Film Office for the City of San Francisco. This production will be adhering to all social distancing, face covering and sanitation guidelines required by the City of San Francisco’s Order of the Health Officer.

We want to thank you in advance for your cooperation and for supporting the film industry in San Francisco. If you have any questions or concerns, please call the on-site production contact and/or Film SF. We are here to answer any concerns that you may have and will work to treat your neighborhood with respect.

Thank you.

Sincerely,  
Rashod Edwards  
415-323-0408

### On-site Contact

Rashod Edwards  
415-323-0408

### Film SF

(415) 554-6241  
[film@sfgov.org](mailto:film@sfgov.org)

### SFPD

Non-Emergency:  
(415) 553-0123  
Emergency: 911

For translation, please contact Film SF, 415-554-6241

如需要翻譯, 請致電415-554-6241聯絡Film SF

Para la traducción, por favor, póngase en contacto con Film SF, 415-554-6241

Para sa impormasyon sa wikang Filipino, tumawag lang po sa Film SF, 415-554-6241



# FILMING NOTICE!



## Thursday, April 29<sup>th</sup>, 2021 7AM – 10PM

Dear Business Owners and Residents,

**Village NB Productions LLC.**, will be filming for **Nash Bridges** on **Thursday, April 29<sup>th</sup>, 2021** from **7AM – 11AM** at the corner of **California at Powell St** and the remainder of the day **11AM – 10PM** at **950 Mason St**. We will be posting **No Parking** signs at:

- *Mason St between Sacramento & California*
- *California between Mason St. & Taylor St.*
- *Taylor St between Sacramento & California*
- *3 parking spaces on California at Powell*

Additionally, we will be posting **No Parking** signs on **Wed. 4/28/21** and **Fri. 4/30/21** from **7AM-5PM** on **Mason St between Sacramento & California** for our prep and wrap parking.

**SFPD will be on-site to assist with intermittent traffic control on California and Powell.**

Our filming is being fully coordinated with **Film SF**, the Mayor's Film Office for the City of San Francisco. This production will be adhering to all social distancing, face covering and sanitation guidelines required by the City of San Francisco's Order of the Health Officer.

We want to thank you in advance for your cooperation and for supporting the film industry in San Francisco. If you have any questions or concerns, please call the on-site production contact and/or Film SF. We are here to answer any concerns that you may have and will work to treat your neighborhood with respect. Thank you.

Sincerely,  
Rashod Edwards  
415-323-0408

### On-site Contact

Rashod Edwards  
415-323-0408

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# FILMING NOTICE!



## Friday, April 30<sup>th</sup>, 2021 7AM – 8PM

Dear Business Owners and Residents,

**Village NB Productions LLC.**, will be conduct filming for **Nash Bridges** on **Friday, April 30<sup>th</sup>, 2021 from 7AM – 8PM** at **2800 Pacific St.** We will be posting **No Parking** signs at:

- *Broadway between Broderick & Divisadero*
- *Divisadero between Broadway and Pacific*
- *Pacific between Divisadero & Broderick*
- *Scott between Jackson & Washington*
- *Jackson between Scott & Pierce*

Additionally, we will be posting **No Parking** signs on **Pacific at Divisadero on Thur. 4/29/21 from 7AM-5PM** for prep parking.

All filming will occur **inside a private residence with one exterior shot on the corner of Pacific at Divisadero. SFPD will be on-site to assist with intermittent traffic control.**

Our filming is being fully coordinated with **Film SF**, the Mayor’s Film Office for the City of San Francisco. This production will be adhering to all social distancing, face covering and sanitation guidelines required by the City of San Francisco’s Order of the Health Officer.

We want to thank you in advance for your cooperation and for supporting the film industry in San Francisco. If you have any questions or concerns, please call the on-site production contact and/or Film SF. We are here to answer any concerns that you may have and will work to treat your neighborhood with respect. Thank you.

Sincerely,  
Rashod Edwards  
415-323-0408

**On-site Contact**  
Rashod Edwards  
415-323-0408

**Film SF**  
(415) 554-6241  
[film@sfgov.org](mailto:film@sfgov.org)

**SFPD**  
Non-Emergency:  
(415) 553-0123  
Emergency: 911

For translation, please contact Film SF, 415-554-6241

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Para sa impormasyon sa wikang Filipino, tumawag lang po sa Film SF, 415-554-6241



## Permit Fee Invoice #01

4/23/2021

**TO:** Dan Kemp  
Village NB Productions LLC

**FROM:** Manijeh Fata, San Francisco Film Commission  
City Hall, Room 473  
San Francisco, CA 94102  
415-554-5142 (direct line) [manijeh.fata@sfgov.org](mailto:manijeh.fata@sfgov.org)

### **INVOICE:**

Village NB Productions LLC filming for "Nash Bridges" on 4/28/21-5/3/21, 5/5/21-5/9/21, 5/12-5/17/21, 5/19/21-5/22/21

Days of Feature Film at rate of **\$300 per day** (per our Film Commission permit rates)

# Days = 21 x \$ 300 per day = \$6300

**TOTAL DUE: \$6,300**

Payments are accepted via credit card (Note: there is a 2.5% credit card transaction fee) and e-check via our online system. Please make payment at:

<https://services.paysf.co/service/film-sf>.

**Thank you.**

**From:** [do\\_not\\_reply@mail135-18.atl141.mandrillapp.com](mailto:do_not_reply@mail135-18.atl141.mandrillapp.com) on behalf of [do\\_not\\_reply@sfgov.org](mailto:do_not_reply@sfgov.org)  
**To:** [Commission, Film \(ECN\)](#)  
**Subject:** SFGov Payment Confirmation for Transaction #93479200  
**Date:** Monday, April 26, 2021 10:07:50 AM

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

## Payment Confirmation

Hi Amanda Reyes,

We have received your online payment for transaction number **93479200**. Please find your payment information below.

### Payment Summary

Film Permit	<b>\$6,300.00</b>
Subtotal:	<b>\$6,300.00</b>
Service Fee:	<b>\$157.50</b>
<b>Total:</b>	<b>\$6,457.50</b>

### Payment Details

**Paid By**

Amanda Reyes  
600 California Avenue  
Hangar 3  
San Francisco, CA 94130  
US

.....5893

Auth Codes: 628787, 628801

afgreyes@gmail.com

Date and Time: 04/26/2021 10:05:11 AM PDT

## Account Details

**Company Name**

Village NB Productions LLC

**Project Title**

Nash Bridges

**Project Type**

Film

**Permit Submitted By**

Amanda Reyes

If you have any questions about this transaction you may contact Film SF at 415-554-6241 or email us at [film@sfgov.org](mailto:film@sfgov.org).