

PUBLIC UTILITIES COMMISSION

RIDER TO THE SAN FRANCISCO FILM COMMISSION USE AGREEMENT

CONDITIONS FOR USE OF PUC SEWER, WATERSHED, OR PIPELINE PROPERTY 4-3-14

This Rider shall be attached and become a part of a Use Agreement issued to Contractor by the San Francisco Film Commission of the City and County of San Francisco. The conditions stated in this Rider shall supplement the Use Agreement and shall apply to all film activities on any property under the jurisdiction of the San Francisco Public Utilities Commission ("PUC") including sewer, water pipeline property, water pipeline delivery system, and/or the City's watershed property (hereinafter "City Property" or "PUC Property").

Contractor: _____

Project Description: _____

Locations covered by Rider: _____

NOTE: SEPARATE RELEASES AND CITY APPROVALS ARE REQUIRED FOR ANY FILMING ACTIVITIES THAT FEATURE CITY EMPLOYEES. FAILURE TO OBTAIN SUCH RELEASES SHALL BE A MATERIAL BREACH OF THIS AGREEMENT AND GROUND FOR TERMINATION OF THIS AGREEMENT AND ANY RELATED FILMING ACTIVITY.

Terms and Conditions:

1. Sewer/Pipeline/Watershed Property. Contractor is aware that the City Property identified above constitutes a portion of City's sewer, water pipeline property, water pipeline delivery system, and/or City's watershed property ("PUC Property"). Notwithstanding anything to the contrary in this Agreement, any and all of Contractor's activities hereunder shall be subject and subordinate at all times to City's existing and future use of the PUC Property for any City purpose, including but not limited to, sewer related purposes, water delivery, or water storage purposes. Contractor shall use, and shall cause its Agents to use, due care at all times to avoid any damage or harm to PUC Property and to native vegetation and natural attributes of the City Property and to minimize slope erosion. Contractor shall not disturb the surface or any other part of the City Property or perform any excavation work. Contractor shall immediately inform City of any actual or potential damage to the PUC Property. Under no circumstances shall Contractor damage, harm or take any rare, threatened or endangered species on or about any City Property.

Contractor shall promptly, at its sole cost, repair any and all damage to the PUC Property, any other City Property, and any personal property located thereon caused by Contractor or its employees, contractors, or agents (collectively, "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.

2. Cooperation with Public Utilities Commission. Contractor and its Agents shall work closely with SFPUC personnel to minimize any potential disturbance (even if temporary) of the natural features of the City Property and to avoid disruption (even if temporary) of City facilities and operations, in, under, on or about the City Property and City uses thereof. **Contractor must complete any confined space training or other PUC required training ("PUC Training"), with such completion to be approved and confirmed in writing by PUC, before entering the PUC Property for any reason including but not limited to filming activities under this Agreement.**

3. Film Schedule. All filming and use of the PUC Property must be performed during regular working hours (Monday through Friday) between 8:00 a.m. to 5:30 p.m., except as otherwise approved by SFPUC personnel. **Filming must be under the supervision of City PUC staff members at all times.**

4. Use Restrictions. Contractor shall not construct or place any temporary or permanent structures or improvements in, on, under or about the City Property, nor shall Contractor make any alterations or additions to any existing structures or improvements on the City Property, unless Contractor first obtains the prior written consent of SFPUC personnel. Contractor shall not plant any trees or other vegetation in or on the City Property. Contractor shall not cause any ponding on the City Property or any flooding on adjacent land. Contractor shall not engage in any activity that causes any change, disturbance, fill, alteration or impairment to the bed, bank or channel of any natural water course, wetland, or other body of water on, in, under or about the City Property, nor shall Contractor engage in any activity that could pollute or degrade any surface or subsurface waters or result in the diminution or drainage of such waters. To prevent damage to City's underground pipelines and sewer system, Contractor shall not use (i) any vibrating equipment, or (ii) any vehicles or equipment in excess of 20,000 pounds within twenty feet (20') of each side of the centerline of City's pipelines (measured on the surface). Contractor shall not disturb or move any existing monuments located on the City Property. Without limiting City's rights hereunder, Contractor shall promptly, at City's written request, alter or remove at its sole expense any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the City Property by Contractor, as may be necessary to avoid any actual or potential interference with any of City's pipelines, power lines, facilities or other structures. In the event of an emergency City may, at its sole option and without notice, alter, remove or protect at Contractor's sole expense, any and all facilities, improvements, plantings or other property installed or placed in, on, under or about the City Property by Contractor. Contractor

shall, upon written or oral notice by City that an emergency exists, take immediate action at its sole expense to protect, remove or relocate such facilities as required by City to meet the emergency.

5. Waiver and Indemnification - Assumption of Risk for Filming on PUC Property.

With respect to any of the Contractor's film production or other activities in or about the PUC Property the Contractor agrees that the City shall not be responsible for or liable to the Contractor for any and all losses, including, but not limited to, incidental and consequential damages, relating to any injury, accident or death of any person or loss or damage to any property, in or about the PUC Property, from any cause whatsoever, including without limitation, leaks, running water, sewage, falling debris, loose portions of the PUC Property roof or ceiling, or partial or complete collapse of the PUC Property, sewer facilities, or supporting structures due to existing or future structural damage or flaws, as well as any loss, damage, or injury arising out of liquids, animals, rodents, insects, bacteria, or other live or moving elements in the PUC Property. In addition, to the fullest extent allowed by any Laws, Contractor hereby waives all rights against the City and, on behalf of itself and its successors and assigns, waives its right to recover from the City, and forever RELEASES, WAIVES AND DISCHARGES, the City from any and all of the losses described above, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the Contractor's activities under the Agreement, the Contractor's filming activities on PUC Property, PUC Training, the physical condition of the PUC Property, or any living or other elements encountered during the period in which the Contractor uses the PUC Property for film production and other activities under this Agreement.

The Contractor is aware that, because of the risks inherent in the PUC Property, and the health, safety, and security risks associated with entering the sewer system, members of the general public are currently prohibited from entering the PUC Property. The Contractor is prohibited from granting permission to any persons other than its officers and Agents to enter the PUC Property and all persons must have completed the PUC Training prior to such entry.

With respect to any of the Contractor's film production or other activities in the PUC Property, Contractor, on behalf of itself and Contractor's Agents, shall indemnify, defend and hold the City harmless from and against any and all losses, damages, including, but not limited to, incidental and consequential damages, liabilities, fines, penalties, liabilities, judgments, costs and expenses, including attorney fees through the appellate levels arising from or relating to any injury, accident or death of any person or loss or damage to any property, in or about the PUC Property, from any cause whatsoever, including without limitation, leaks, falling debris, loose portions of the PUC Property roof or ceiling, or partial or complete collapse of the PUC Property, sewer facilities or supporting structures for any reason, including but not limited to existing or future structural damage or flaws. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any loss. Contractor specifically acknowledges and agrees that it has 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. Nothing in this Rider shall be construed to limit the indemnity provisions contained in Section 18 of the Agreement.

6. Logos.

In the course of filming under the terms of this Agreement, Contractor shall be prohibited from using City or PUC logos/trademarks or the City seal separately from images depicting actual City employees, activities, property or services and shall not use such logos/trademarks or the City seal for commercial merchandising without City approval. For purposes of film or television trailers and promotions via television, broadcast, internet or other print or electronic media, Contractor may use PUC logo/trademarks and City Seal only when such use is incidental or related to the filming or depiction of actual City employees, activities, property or services. Pursuant to San Francisco Administrative Code § 1.6 governing the use of the City's Corporate Seal, if Contractor wishes to seek permission to use the City's Corporate Seal for commercial purposes, Contractor must follow the procedures set forth in Administrative Code § 1.6 and seek the City and County San Francisco's Board of Supervisors prior approval. In addition, if Contractor wishes to use PUC's logo[s]/trademark[s] for marketing or promotional purposes, other than those authorized in this paragraph, including the creation of any merchandise using such logo[s]/trademark[s], Contractor must first seek the prior written approval of PUC's General Manager.

7. Notices. Any notices or requests to be delivered to City or to SFPUC hereunder shall also be addressed as follows:

San Francisco Public Utilities Commission
525 Golden Gate Ave
San Francisco, CA 94102
Attn: Communications Manager, SSIP

[Remainder of page intentionally left blank]

8. Authority. Contractor and the individual signing this Rider on behalf of Contractor, represent and warrant to City that Contractor has duly authorized by all necessary action the execution, delivery and performance of the this Rider and the Use Agreement. Contractor has duly executed and delivered this Rider and the Use Agreement, and this Rider and the Use Agreement constitute a legal, valid and binding obligation of Contractor, enforceable against Contractor in accordance with the terms hereof.

CONTRACTOR:

(NAME) _____
(TITLE, GROUP) _____
(ADDRESS LINE 1) _____
(ADDRESS LINE 2) _____

By: _____
(Signature of Authorized Officer)

Name: _____

Title: _____

Date: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
HARLAN L. KELLY, JR.
GENERAL MANAGER
SAN FRANCISCO PUBLIC
UTILITIES COMMISSION

Date: