Appendix B – Agreements

Table of Contents

AGREEMENT WITH CITY/COUNTY TO ISSUE ROUTINE ENCROACHMENT PERMITS ON CONVENTIONAL HIGHWAYS B-1

Cooperative Agreements:

Please contact Project Management Delivery Improvement and Agreements (ODIA)

MEMORANDUM OF AGREEMENT AMONG THE CALIFORNIA HIGHWAY PATROL, THE CALIFORNIA DEPARTMENT OF TRANSPORTATION AND THE CALIFORNIA FILM COMMISSION: FILMING ON CALTRANS PROPERTIES B-4

Maintenance Agreements:

Please contact the appropriate District Maintenance Agreement Coordinator for the following:

- Freeway Maintenance Agreement
- Electrical Maintenance Agreement
- Delegated Maintenance Agreement
- Landscape Maintenance Agreement
- Project Specific Maintenance Agreement
- Work for other Agreement

Kiosk Advertising/Display Agreement (TR-0401) ..... See CEFS

Newspaper Distribution Agreement (TR-0150) ..... See CEFS

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AGREEMENT WITH (CITY/COUNTY OF _____) TO ISSUE ROUTINE ENCROACHMENT PERMITS ON CONVENTIONAL HIGHWAYS

THIS AGREEMENT, made and executed in duplicate this ___ day of 20___, by and between the State of California acting by and through the Department of Transportation, hereinafter referred to as State and the (City/County of hereinafter referred to as (City/County).

WITNESSETH:

A. RECITALS

The Parties hereto desire to provide for the (City/County) to perform particular encroachment permit functions on (designated State highways) within the jurisdictional limits of (City/County), to wit, the issuance of routine encroachment permits and the control and inspection of work performed pursuant to said permits, as provided for in Sections 130 and 676 of the Streets and Highways Code.

B. AGREEMENT

This Agreement shall supersede any previous AGREEMENT WITH CITY/COUNTY OF _____ TO ISSUE ROUTINE ENCROACHMENT PERMITS ON STATE HIGHWAYS and/ or AMENDMENTS thereto.

C. In consideration of the mutual covenants and promises herein contained it is mutually agreed that (City/County);

1. Shall use State's Standard Encroachment Permit forms.
2. Shall follow State's policies as contained in State's Encroachment Permit Manual. A copy of said Manual will be furnished upon execution of this Agreement.
3. Shall follow State's design standards unless (City/County's) standards are more restrictive. In the event of conflict as to interpretation, State's standards shall apply.
4. May issue Encroachment Permits for the following routine encroachments without State's prior approval:

   a.

   b.

   c. (etc.)

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5. Shall collect sufficient fees from the permittee to cover its cost of permit administration, inspection and other permit related costs. No cost for (City/County) administration, review or inspection shall be charged to or borne by the State.
6. (City/County) shall assign qualified personnel to review permit application, plans and specifications, to revise plans and produce permit with appropriate specifications, and to provide construction inspection or monitoring and conduct final inspection of all work performed within the highway right-of-way.
7. Shall keep on file, subject to State's inspection, all permits issued on State highways; and shall forward copies of all issued permits, along with Notices of Completion, As-Built plans (if any) and all other related data to State's District Permit Engineer immediately upon completion of the work permitted or upon the expiration of the permit.

D. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to created duties or obligations to or rights in third parties not parties to this contract or affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of State highways different from the standard of care imposed by law.

It is understood and agreed that neither the STATE nor any officer or employee is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the (CITY/COUNTY) under or in connection with any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement. It is understood and agreed that pursuant to Government Code Section 895.4 (CITY/COUNTY) shall defend, indemnify and save harmless the State of California, all officers and employees from all claims, suits or actions of every name, kind and description brought for or in account of injuries to or death of any person or damage to property resulting from anything done or omitted to be done by the (CITY/COUNTY) under or in connection with any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement.

The (CITY/COUNTY) waives any and all rights to any type of express and implied indemnity against the STATE, its officers and employees arising from any work, authority or jurisdiction delegated to the (CITY/COUNTY) under this agreement.

E. TERMS OF AGREEMENT

THIS AGREEMENT shall become effective and shall remain in full force and effect until amended or terminated. This Agreement may be amended or terminated at anytime upon mutual consent of the parties hereto. This Agreement may also be terminated by either party upon thirty (30) days written notice to the other party.

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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

(CITY/COUNTY) OF

BY_____

Approved as to form and procedure

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

_____

Attorney

Department of Transportation

BY _____

_____

City/County Attorney

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MEMORANDUM OF AGREEMENT

Among
the California Highway Patrol,
the California Department of Transportation,
and
the California Film Commission:

FILMING ON CALTRANS' PROPERTIES

Agreement No. M01–0178

I. INTENT

A. It is the intent of the California Highway Patrol (CHP), the California Department of Transportation (Caltrans), and the California Film Commission (CFC) to enter into this Memorandum of Agreement (MOA), effective this 1st day of JUNE 2014, to establish (1) reasonable criteria for the approval of permits to allow filming on State of California highways, freeways, and Nonhighway Caltrans facilities, and (2) a consistent process for obtaining such approval.

A. Pursuant to Government Code section 14998.8, the Director of the CFC is the permitting authority for the use of State-owned property and State employee services for the purpose of making commercial motion pictures or still photography, commonly called film permits (Film Permits).

B. Therefore, the CHP, Caltrans, and the CFC hereby agree to the following process for issuing and inspecting specific Film Permits for filming, videotaping, or digital recording on State of California highways, freeways, and Nonhighway Caltrans facilities. The duties and responsibilities of the signatory parties to this MOA are hereby clarified and defined.

II. DEFINITION OF TERMS

Capitalized terms as used in this MOA have the following definitions:

A. "Access Controlled Highway" is any highway with full or partial restriction of access, allowing entry only at prescribed access points, usually designated as a freeway or expressway.

B. "Business Day" is a weekday that begins at 8 a.m. and concludes at 5 p.m., excluding weekends, State-observed holidays, and State-mandated furlough days. If an application is forwarded to Caltrans by the CFC beyond these hours on a given Business Day, the period defined as a Business Day will end at 5 p.m. the following Business Day.

C. "Caltrans" is the California Department of Transportation.

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D. "Caltrans Encroachment Permit" is a revocable authorization issued by Caltrans allowing the specified presence for work by others on State highway rights-of-way.

The following types of Caltrans Encroachment Permits may be issued for commercial filming activities:

1. An "FI Permit" is a Caltrans Encroachment Permit authorizing filming involving moving vehicles with CHP escort or intermittent traffic control ("ITC"), normally not to exceed five minutes in the rights-of-way of "Conventional Highways" as defined in this MOA.

2. An "FL Permit" is a Caltrans Encroachment Permit authorizing filming within Conventional Highway rights-of-way, including the use of ITC exceeding five minutes, lane closures, detours, etc.

3. An "FO Permit" is a Caltrans Encroachment Permit authorizing filming that does not affect moving traffic on State highway rights-of-way, including placement of cameras, equipment, and "No Parking" signs in Conventional Highway rights-of-way.

4. An "FR Permit Rider" is a document issued by Caltrans changing terms and conditions of the original Caltrans Encroachment Permit. Riders cannot allow work to exceed the special provisions of the original Caltrans Encroachment Permit. Significant changes may require Caltrans to issue a new permit in lieu of an FR Permit Rider.

5. An "FS Permit" is a Caltrans Encroachment Permit authorizing filming within Conventional Highway rights-of-way involving stunts, pyrotechnics, aircraft flying below 500 feet in altitude, or any filming within Access Controlled Highways.

6. An "FF Permit" is a Caltrans Encroachment Permit authorizing filming at a "Nonhighway Caltrans Facility" as defined in this MOA.

E. "Car-to-Car" filming is an industry term that involves a camera handheld or mounted on one registered motor vehicle while filming another "picture vehicle" in front of, behind, or beside the vehicle carrying the camera.

F. "CFC" is the California Film Commission.

G. "CFC Permit Application" is a document consisting of applicant information specific to the occupation or use of State-owned or State-operated property and/or services for the purpose of filming, and the general terms and conditions governing such activities.

H. "CHP" is the California Highway Patrol.

I. "Conventional Highway" is any highway other than Access Controlled Highways.

J. "Drive-bys" mean that cameras and sound devices that are recording images and sounds of a motor vehicle driving on State-administered freeways, highways, and roads are outside of the picture vehicle, with equipment on the side of the road or near the road.

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K. "Driving Shots Within a Vehicle" means that all cameras and sound devices that are recording images and sounds are contained entirely within a registered motor vehicle moving with the flow of traffic whether on freeway, highway, or road. No camera is mounted or handheld outside of the windows of the car. The camera position cannot be in the driver's seat, on the driver of the vehicle, or obstruct the driver's view or control of the vehicle in any manner.

L. "Film Permit" is a document issued by the CFC authorizing commercial filming operations on State properties.

M. "FMRO" is the CHP Film Media Relations Officer.

N. "Insurance Coverage" means an insurance policy sufficient to reimburse the State for any user-caused damage to property and to provide adequate personal liability insurance coverage.

O. "ITC" means intermittent traffic control, intended to impede or stop the flow of public traffic, normally not to exceed five minutes at any one time.

P. "MOA" refers to this Memorandum of Agreement, No. M01-0178 and its amendment if any.

Q. "Nonhighway Caltrans Facilities" is defined to include any Caltrans facility or real estate property not part of any State highway or freeway system. Caltrans facilities include any office buildings, maintenance stations, maintenance facilities, Park and Ride lots, and houses used or operated by Caltrans.

R. "Notification of Closures" is required for a "Road Closure" as defined in this MOA. This Notification of Closures shall be done at least seven (7) calendar days in advance of a permitted closure.

1. The Permittee shall notify the local print/broadcast media and all affected entities with the local detour information; the Permittee's contact information shall also be provided. Affected entities may include the local permitting agency, local film commissions or offices, local law enforcement, transit agencies, fire departments, tribal governments, and/or other interested persons. The Permittee shall provide evidence of this notification to the CFC or Caltrans.

2. The Caltrans Public Information Officer (District PIO) of the district where activity is occurring will broadcast a press release for closure information pertaining to the State right-of-way.

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S. Permits

1. "Complex Permit" is a Caltrans Encroachment Permit issued to the Permittee that involves any of the following activities:

   a. Ramp closure(s) with major local traffic detour.
   b. Freeway closure(s).
   c. Explosions, pyrotechnics, or other special effects or stunts that interfere with traffic.
   d. Aircraft or helicopters flying below 500 feet in altitude.
   e. Aircraft or helicopters landing on ramps, freeways, highways, or Nonhighway Caltrans Facility.

2. "Noncomplex Permit" is a Caltrans Encroachment Permit issued to the Permittee that requires ramp closure without detour or lane closure on a Conventional Highway that would require detour.

3. "Routine Permit" is any permit that is neither a Complex Permit nor a Noncomplex Permit.

T. "Permit Application Package" is a set of documents created and/or collected by the CFC upon receipt of a filming permit application, which shall include the following:

1. A complete CFC Permit Application.

2. If required, detour plans approved by the affected governmental agencies (cities, counties, and tribal governments).

3. If required, resolutions from all affected local governmental agencies indicating approval of the filming activity and any proposed detours. Other written approval for the filming from an individual delegated such approval authority may be submitted. The CFC will keep proof of delegated authority.

4. A letter of consent from each State contractor whose construction operations may be affected by the permitted filming activity.

5. A complete "Traffic Management Plan" for FL or FS Permits that involve Road Closures as defined in this MOA.

U. "Permittee" is the insured entity that has applied for a permit to film or use for commercial filming or photographic purposes State-owned or State-operated property or services.

V. "Road Closures" include any lane, onramp, offramp, full directional closure, or stoppage of traffic that exceeds five minutes.

W. "Rolling Traffic Break" consists of an intentional slowing of public traffic to a desired speed through the use of CHP pilot vehicles.

X. "State" is the State of California.

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Y. "Stationary Camera Location" includes filming from a fixed location, not from or on a vehicle or vehicles moving with the normal flow of traffic on a highway.

Z. "Traffic Management Plan" is a document prepared by the Permittee to address and mitigate the impacts of a proposed Road Closure and associated detours. This document shall include reasonable and appropriate provisions for advance public notification and augmented transit, tow, and emergency services as needed.

III. INCORPORATION OF EXHIBITS

Exhibits A and B are attached to this MOA and by this reference are expressly incorporated into this MOA. The Exhibits consist of the following:

Exhibit A, General Terms and Conditions
Exhibit B, Signature of Parties

IV. COMMUNICATION

A. The CHP Contract Manager for this MOA is the Commander of the Research and Planning Section, (916) 843-3340.

The Caltrans Contract Manager for this MOA is the Chief of the Office of Permits, (916) 654-5548.

The CFC Contract Manager for this MOA is the Deputy Director of the CFC, (323) 860-2960, extension 136. In the event the position of Deputy Director is vacant, the CFC Contract Manager will be the Director of the CFC at extension 111.

B. All official communications to the CHP shall be directed to the attention of the Contract Manager or designee at the following address and telephone/fax numbers:

CHP Commander
California Highway Patrol
Research and Planning Section
601 North Seventh Street
Sacramento, CA 95811
Tel. (916) 843-3340
Fax (916) 322-3175

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C. All official communications to Caltrans shall be directed to the attention of the Contract Manager or designee at the following address and telephone/fax numbers:

Chief, Office of Permits
California Department of Transportation
Division of Traffic Operations
1120 N Street, MS–36
Sacramento, CA 95814
Tel. (916) 654-5548
Fax (916) 653-6080

D. All official communications to the CFC shall be directed to the attention of the Contract Manager or designee at the following address and telephone/fax numbers:

Deputy Director
California Film Commission
7080 Hollywood Boulevard, Suite 900
Los Angeles, CA 90028
Tel. (323) 860-2960, ext. 136
Fax (323) 860-2972

V. CHP RESPONSIBILITIES

A. On an ongoing basis, the CHP will station a CHP officer at the CFC's office to act as liaison between the CHP, Caltrans and the CFC.

B. On an ongoing basis, the CHP will furnish to Caltrans and the CFC the name and telephone/fax numbers of the FMRO responsible for permit conditions enforcement, to enable the CFC to identify the FMRO named in each Film Permit.

C. On an ongoing basis, the CHP will inform Caltrans and the CFC of all complaints received by the CHP relative to filming on State highways within seven (7) Business Days of receipt of said complaint.

D. On an ongoing basis, the CHP will take responsibility for Vehicle Code compliance with respect to activities not requiring a Caltrans Encroachment Permit.

E. Upon receipt of a Permit Application Package from the CFC, the CHP will verbally advise the local law enforcement agency with jurisdiction over the film location, when applicable. Typically on large-scale projects, the FMRO will involve the local law enforcement agency in the pre-planning procedures.

F. During filming, the CHP will enforce the permit conditions set out in the Caltrans Encroachment Permit and in the Film Permit and will ensure public safety and convenience pursuant to the Permit Guidelines set forth in this MOA.

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G. During filming, the CHP will ensure permitted work hours and locations are not significantly altered or changed without a Caltrans FR Permit Rider. The CHP may approve minor changes to approved filming activities or locations and to time extensions during daylight hours if (a) the change will allow the filming to be completed without impacting commute or peak traffic and safety, (b) the CHP approved changes are documented on the face of the issued Film Permit and sent to the CFC and Caltrans within three (3) Business Days, and (c) any change to location is still within the limits of the film site listed on the Film Permit and the Caltrans Encroachment Permit. The CHP may also modify or stop a permitted presence, work, or activity to ensure highway safety or efficient traffic flow.

H. After filming, the CHP will supply Caltrans and the CFC with written documentation of unusual occurrences and permit violations occurring during permitted activities within seven (7) Business Days of the occurrence or violation or within seven (7) Business Days of notification to the FMRO of the occurrence or violation, whichever is later. The documentation should be prepared by the FMRO named in the Film Permit.

I. The CHP shall notify Caltrans if for any reason the CHP is unable to have a representative present at a filming site.

VI. CALTRANS RESPONSIBILITIES

A. On an ongoing basis, Caltrans will staff a statewide film coordinator at the Caltrans District 7 office in Los Angeles to act as liaison between the CHP, Caltrans, and the CFC.

B. Caltrans' statewide film coordinator will inform the CHP and the CFC of any complaints received by Caltrans relative to filming on State highways within three (3) Business Days of receipt of the complaint by that statewide film coordinator, with a written confirmation within seven (7) Business Days.

C. Caltrans will process the Permit Application Package for filming and will, pursuant to Government Code section 14998.8(f), issue or deny a Caltrans Encroachment Permit within ten (10) Business Days of receipt of application.

D. Sufficient lead time is necessary to assess adequately the affects of a film activity to the operations of State highway facility. Caltrans reserves the right to deny with prejudice any application that does not comply with the following lead-time requirements.

1. Applications for Routine Permit shall be received by the CFC at least four (4) Business Days in advance of activity. Caltrans will make every effort to issue or deny a Caltrans Encroachment Permit within three (3) Business Days of receipt.

2. Applications for Noncomplex Permit shall be received by the CFC at least ten (10) Business Days in advance of activity. The allotted lead time is necessary to implement requirements of possible Notification of Closures properly. Caltrans will make every effort to issue or deny a Caltrans Encroachment Permit within five (5) Business Days of receipt.

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3. Applications for Complex Permit shall be received by the CFC at least fifteen (15) Business Days in advance of the activity. The allotted lead time is necessary to allow Caltrans time to assess the merits of the proposed activity, detour plans, and associated Traffic Management Plans that are inherent in Complex Permits. Caltrans will make every effort to issue or deny a Caltrans Encroachment Permit within ten (10) Business Days of receipt.

4. Applications for FR Permit Riders and revisions to ongoing applications for Routine Permits should be received at least one (1) Business Day in advance of the activity. If proposed changes of a filming activity are significant, revisions to a Permit Application Package may, at Caltrans' discretion, require additional time to deny or approve the requested change.

E. Caltrans will deny a Caltrans Encroachment Permit, without prejudice, if the Permit Application Package is deemed incomplete. For Complex Permits, a package may be considered incomplete, and therefore denied, if a satisfactory Traffic Management Plan is not provided or if approval from affected entities is not provided.

F. Caltrans will notify the CFC immediately once it is determined that a Caltrans Encroachment Permit will not be issued or denied within the timeframe allotted in Government Code section 14998.8(f) and this MOA.

G. For the purpose of Road Closure required for Complex Permits, Caltrans' statewide film coordinator will perform duties as follows:

1. The statewide film coordinator will ensure that each Caltrans district film coordinator will provide the respective District PIO with closure information at least seven (7) calendar days in advance of a permitted closure. The District PIO will broadcast a press release for closure information pertaining to the State right-of-way.

2. The statewide film coordinator will ensure that each Caltrans district film coordinator will notify the Caltrans Office of Permits, Transportation Permits Issuance Branch, with the information at least ten (10) calendar days in advance of a permitted closure.

3. The statewide film coordinator will confirm that the Permittee has provided the Notification of Closures as defined in this MOA at least seven (7) calendar days in advance of closure.

4. The statewide film coordinator will ensure that each district film coordinator conduct a field check to ensure that advance notification signs are in place seven (7) calendar days in advance of the activity.

H. Caltrans' statewide film coordinator will communicate with the FMRO whenever a Permit Application Package is under review so the FMRO may determine the need for CHP involvement.

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I. Upon the approval or denial of a Caltrans Encroachment Permit, Caltrans will provide the CFC with a calculation sheet setting out Caltrans' fees to be collected from the Permittee by the CFC, including review fees, inspection fees, and costs incurred by Caltrans associated with preliminary and operational meetings, special traffic analysis, identifying sites, and actual on-site operations.

J. The estimated cost becomes the final cost unless inspection time cost is changed during filming. No separate billing will be made if no changes occur.

K. Caltrans will endeavor to check and verify the information, as to the date, time, and activity, on the Caltrans Encroachment Permit to ensure accuracy prior to forwarding to the CFC.

L. During filming, Caltrans' inspector will enforce the provisions set out in the Caltrans Encroachment Permit for FL, FS, and FF Permits pursuant to the Permit Guidelines set forth in this MOA. Caltrans, at its sole discretion, may still inspect the filming operations for FI and FO Permits for quality control and training purposes; however, the Permittee is not charged for this effort.

M. The Caltrans Encroachment Permit may be modified or revoked immediately by Caltrans upon any violations of permit requirements or conditions or for operational needs or emergency situations.

VII. CFC RESPONSIBILITIES

A. On an ongoing basis, the CFC will act as the first point of contact and continuing point of contact for film industry representatives applying for a Film Permit.

B. On an ongoing basis, the CFC will inform filming industry representatives of Film Permit and Caltrans Encroachment Permit procedures and any changes to those procedures.

C. The CFC will inform filming industry representatives that no filming on State highways can take place prior to the issuance of a Film Permit and a Caltrans Encroachment Permit.

D. The CFC will inform the Permittee that the Caltrans Encroachment Permit may be modified or revoked immediately by Caltrans upon any violation of permit requirements or conditions or for operational needs or emergency situations arising on State highways.

E. The CFC will inform the Permittee that the CHP may also modify or stop a permitted presence, work, or activities to ensure highway safety or efficient traffic flow.

F. On an ongoing basis, the CFC will inform filming industry representatives of the Permit Guidelines for filming on Conventional Highways, Access Controlled Highways, and Nonhighway Caltrans Facilities set forth in this MOA.

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G. On an ongoing basis, the CFC will inform applicants of the lead time required to process a Caltrans Encroachment Permit, which is as follows:

   1. For a Routine Permit, applications shall be received by the CFC at least four (4) Business Days in advance of the activity.

   2. For a Noncomplex Permit, applications shall be received by the CFC at least ten (10) Business Days in advance of the activity.

   3. For a Complex Permit, applications shall be received by the CFC at least fifteen (15) Business Days in advance of the activity. A coordination meeting may be required in advance of the activity.

H. Immediately upon receipt of a CFC Permit Application, the CFC will create a Permit Application Package.

I. The CFC will submit a Permit Application Package to the Caltrans statewide film coordinator and to the FMRO for review and approval or denial.

J. Prior to issuing the Film Permit, the CFC shall collect all fees shown on the Caltrans calculation sheets submitted by Caltrans. The CFC shall deposit the fees in the Film Transfer Account, which was created in accordance with Government Code section 14998.8. The CFC shall disburse the fees to Caltrans to reimburse Caltrans for the actual costs associated with the issuance and inspection of Caltrans Encroachment Permits.

K. Prior to issuing the Film Permit, the CFC will ensure that there are no conflicts between the Caltrans Encroachment Permit and the Film Permit documents and that both documents are complete.

L. The CFC will issue the Film Permit and the Caltrans Encroachment Permit to the responsible film company representative and provide a copy to the CHP with a confirming copy to Caltrans.

M. The CFC is responsible for informing the Permittee that it is required to have the two permits in its possession at all times.

N. For purposes of Notification of Closures, the CFC will inform the Permittee that it is the responsibility of the Permittee to notify the local print/broadcast media and all affected entities about the local detour information. Affected entities may include the local permitting agency, local film commissions or offices, local law enforcement, transit agencies, fire departments, and/or other interested persons. The Permittee shall show evidence of Notification of Closures to the CFC or Caltrans at least seven (7) calendar days in advance of a permitted closure.

   The District PIO where film activity is occurring will broadcast a separate press release for closure information pertaining to the State right-of-way.

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O. The CFC will inform the Permittee that no activity that will cause damage to State property shall be allowed. Use of pyrotechnics shall have approval from the State Fire Marshal and the local fire department having jurisdiction over the filming site. This clearance shall be indicated on the CFC Permit Application and/or the Caltrans Encroachment Permit. A licensed "Pyrotechnic Operator–Special Effects" shall be on location and in charge of all use, storage, and handling of special effect items.

P. The CFC will inform the Permittee that traffic control shall only be placed/performed by the CHP, Caltrans, or a California licensed Traffic Control Contractor.

VIII. SPECIAL PROVISIONS APPLICABLE TO ALL PARTIES

A. All routine contacts between the CHP, Caltrans, and the CFC with regard to permit matters covered by this MOA shall be directed through the FMRO, the Caltrans statewide film coordinator, and the CFC permit coordinator respectively.

B. Even though this MOA addresses the issuance and inspection of specific Film Permits for filming or videotaping on State highways, freeways, and Nonhighway Caltrans Facilities, the duties and responsibilities of the signatory parties to this MOA are limited to the duties listed under the section listing their respective responsibilities. Each of these agencies is not responsible or liable for the acts or duties of the other signatory agencies. Each of the agencies shall indemnify and hold harmless the other agencies in accordance with the indemnity provisions of this MOA.

C. The CHP, Caltrans, and the CFC will respond to all public complaints regarding filming on State highways within a timely manner upon soliciting input from the other agencies.

D. The CHP, Caltrans, and the CFC shall independently train all of their employees involved in the Film Permit process in the operation of this MOA.

E. The CHP, Caltrans, and the CFC shall hold meetings, as needed, involving the FMRO; the Caltrans statewide film coordinator, and the CFC Deputy Director or designees to review current procedures and areas of concern. Upon the mutual agreement of the parties, individual meetings may be canceled.

F. The CHP, Caltrans, and the CFC will check and verify that all film activities comply with all of the provisions set forth in this MOA in Section IX, "Permit Guidelines for Filming on Conventional Highways," Section X, "Permit Guidelines for Filming on Freeway and Access Controlled Highways," and Section XI, "Permit Guidelines for Filming on Nonhighway Caltrans Facilities." The guidelines set out in Sections IX, X, and XI do not preclude the development of additional guidelines or criteria by local CHP commands and local Caltrans districts addressing safety, public convenience, highway operation, or other issues specific to their areas. All parties will be provided with copies of any such guidelines or criteria, and the parties can meet to discuss related issues as needed.

G. The CHP, Caltrans, and the CFC will work with the Permittee to identify public agencies and private parties that need to be notified by the Permittee of FL or FS Permits and other filming operations.

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IX. PERMIT GUIDELINES FOR FILMING ON CONVENTIONAL HIGHWAYS

A. A Caltrans Encroachment Permit is required whenever filming activities are being conducted on a Conventional Highway, including posting of temporary "No Parking" signs; parking of equipment, trucks, trailers, and vehicles with steps or ramps; stringing cables on sidewalk shots; and driving scenes.

B. The CFC shall inform the Permittee that it is required to have its Film Permit and the Caltrans Encroachment Permit, when applicable, in its possession at all times while on Caltrans' rights-of-way. Noncompliance shall be cause for termination of activity. The CHP and/or Caltrans shall report all noncompliance to the CFC.

C. The Permittee shall supply properly functioning communication equipment in sufficient quantity to appropriate personnel involved in the filming operation and to the CHP and Caltrans on-site personnel.

D. The Permittee shall not direct lights or other illuminating devices toward traffic.

E. Stationary cameras shall be positioned on the sidewalk or ten (10) feet from the edge of the adjacent lane. Filming equipment and personnel are normally prohibited in median areas.

F. On State Conventional Highways, placement of "Temporary No Parking" signs requires proof of written authorization by the incorporated city or by the county in unincorporated areas, as appropriate. The Permittee's equipment such as buses, trucks, cars, and catering service equipment shall be parked off the traveled way, or in a manner approved by Caltrans, so that equipment and employees do not interfere with the free flow of pedestrian or vehicular traffic.

G. Filming involving only Driving Shots Within a Vehicle and Drive-bys, which conform to the Vehicle Code and are approved in advance by the CHP, may not require a Caltrans Encroachment Permit.

   1. A Caltrans Encroachment Permit for Drive-bys is necessary only when the recording devices and other film equipment are outside of those moving vehicles and on a Caltrans easement or highway right-of-way. If not on Caltrans property, then a permit from the authority having jurisdiction or private landowner is necessary. Drive-bys may or may not necessitate CHP escort.

   2. Filming involving Driving Shots Within a Vehicle may or may not necessitate CHP escort.

H. Filming involving Car-to-Car activities shall always involve a CHP escort and a Caltrans Encroachment Permit.

I. Prior approval by Caltrans of the filming operation and location is necessary.

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J. Routine filming activities in which traffic control is performed by the CHP without a requirement for Caltrans to monitor the filming are classified as FI or FO Permits by Caltrans. After Caltrans issues an FI or FO Permit, the Permittee will coordinate its activities with the FMRO, and no additional Caltrans contact is necessary unless specifically required in the Caltrans Encroachment Permit. Caltrans, at its sole discretion, may still monitor the filming operations for quality control and training purposes; however, the Permittee will not be charged for this effort.

K. More complex filming activities and those involving stunts, staged accidents, pyrotechnics, wet downs, or aircraft flying below 500 feet in altitude are classified as FL or FS Permits by Caltrans, and monitoring for these activities is provided by Caltrans. After initial on-site inspection, and by mutual agreement, Caltrans may defer to the CHP to monitor the remaining activities without further Caltrans involvement. Such authorization will be stated on the FL or FS Permit. Filming with only ITC for involved aircraft does not usually require Caltrans monitoring.

L. Upon a request by Caltrans, or upon the CFC's determination of need, the CFC will be responsible for scheduling a preliminary meeting before issuance of a Caltrans Encroachment Permit and Film Permit when proposed filming activities require a Road Closure, stunts, or special effects. The CHP, Caltrans, the CFC, responsible film company representatives, and, when appropriate, other local authorities and law enforcement agencies shall attend this meeting to ensure that all plans are finalized and that all participants are aware of their individual responsibilities prior to the commencement of filming.

M. Upon a request by Caltrans, or upon the CFC's determination of need, the CFC will be responsible for scheduling an operational meeting immediately prior to complex FL or FS Permit filming operations. The CHP, Caltrans, the CFC, responsible film company representatives, and, when appropriate, other local authorities and law enforcement agencies shall attend this meeting to ensure that all plans are finalized and that all participants are aware of their individual responsibilities prior to the commencement of filming.

N. Hours of high volume or peak traffic flow shall be excluded from filming.

O. ITC, normally not to exceed five (5) minutes, if approved, shall be provided by the CHP.

P. Operational need or emergency situations may require that the roadway be reopened immediately. This decision shall be made by the CHP or Caltrans. If the roadway is reopened under these conditions, the CFC shall be notified as soon as possible. The notification shall be made by the CHP or Caltrans representative who made the decision. When both the CHP and Caltrans are present, the decision shall be made jointly. The CFC will notify the responsible film company representatives.

Q. Filming of activities on Conventional Highway rights-of-way from aircraft flying below 500 feet in altitude over the highway must be in compliance with Federal Aviation Administration (FAA) regulations and will not be permitted if public safety is jeopardized.

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R. Wet downs of the roadway will not be permitted unless authorized within the Caltrans Encroachment Permit.

S. On Conventional Highways, the following guidelines apply to Road Closures, whether lane or full closures, unless specifically waived within the Caltrans Encroachment Permit Special Provisions:

1. Film sites identified for a complete closure shall be selected where cross streets are at a minimum and where adequate detours are available. A complete closure is defined as a full two-directional closure of an undivided roadway or a full one-directional closure of a divided roadway separated by a raised median.

2. Where detours or reduced access is proposed, a comprehensive Traffic Management Plan shall be prepared and submitted by the film company for review and approval by the CHP, Caltrans, and the affected local agencies before the Permit Application Package is considered complete.

3. Entities affected by a proposed detour or reduced access through their jurisdiction shall pre-approve the proposed detour through their jurisdiction prior to submittal to Caltrans. The final detour approval shall be attached to the Caltrans Encroachment Permit.

4. The proposed ingress and egress of all filming company personnel to the closed portion of the highway shall be preapproved by both the CHP and Caltrans. Only vehicles essential for the immediate filming operation will be allowed within full Road Closures.

5. Notification of Closures shall be done at least seven (7) calendar days in advance of any closure.

6. Advance notification signs for all highway closures shall be in place seven (7) calendar days in advance of the activity.

7. Film sites identified for single-lane or multiple-lanes closure (one direction) shall be allowed only with the CHP controlling the left turn and cross street traffic, unless waived within the Caltrans Encroachment Permit. Adequate detours as required by the CHP, Caltrans, and affected local agencies shall be available.

8. Advanced warning and detour signing is required where determined necessary by the CHP or Caltrans.

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X. PERMIT GUIDELINES FOR FILMING ON ACCESS CONTROLLED HIGHWAYS

A. A Caltrans Encroachment Permit for filming is required for filming activities on State freeways and Access Controlled Highways.

B. The CFC shall inform the Permittee that it is required to have its Film Permit and the Caltrans Encroachment Permit, when applicable, in its possession at all times while on Caltrans' rights-of-way. Noncompliance shall be cause for termination of activity. The CHP and/or Caltrans shall report all noncompliance to the CFC.

C. The Permittee shall supply properly functioning communication equipment in sufficient quantity to appropriate personnel involved in the filming operation and to the CHP and Caltrans on-site personnel.

D. The Permittee shall not direct lights or other illuminating devices toward traffic.

E. Filming involving only Driving Shots Within a Vehicle and Drive-bys, which conform to the Vehicle Code and are approved in advance by the CHP, may not require a Caltrans Encroachment Permit.

   1. A Caltrans Encroachment Permit for Drive-bys is necessary only when the recording devices and other film equipment are outside of those moving vehicles and on a Caltrans easement or highway right of way. If not on Caltrans property, then a permit from the authority having jurisdiction or private landowner is necessary. Drive-bys may or may not necessitate CHP escort.

   2. Filming involving Driving Shots Within a Vehicle may or may not necessitate CHP escort.

F. Only in unusual cases will Caltrans inspect routine filming activities with only Rolling Traffic Breaks performed by the CHP. After Caltrans has completed its review and a Film Permit and the Caltrans Encroachment Permit are issued, the Permittee will coordinate its activities with the FMRO, and no additional Caltrans contact is necessary unless specifically required by the permit.

G. More complex filming activities and those involving aircraft flying below 500 feet in altitude over State highway rights-of-way are monitored by Caltrans. After initial on-site inspection, and by mutual agreement with the CHP representative, the Caltrans representative may defer to the CHP to monitor the remaining activities without further Caltrans involvement.

H. Upon a request from the CHP, Caltrans, or the CFC, the CFC will be responsible for scheduling a preliminary meeting before issuance of a Caltrans Encroachment Permit and Film Permit when proposed filming activity will take place on a State freeway. The CHP, Caltrans, the CFC, responsible film company representatives, and, when appropriate, other local authorities and law enforcement agencies shall attend this meeting to determine freeway location feasibility, the number of personnel required, traffic control needs, timing of filming, and other required provisions. For Complex Permits, this meeting shall be held at least fifteen (15) Business Days in advance of the activity.

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I. Upon a request from the CHP, Caltrans, or the CFC, the CFC will be responsible for scheduling an operational meeting immediately prior to a freeway closure. The CHP, Caltrans, the CFC, responsible film company representatives, and, when appropriate, other local authorities and law enforcement agencies shall attend this meeting to ensure that all plans are finalized and that all participants are aware of their individual responsibilities prior to the commencement of filming.

J. Hours of high volume or peak traffic flow shall be excluded from filming.

K. All approved Road Closures shall be done only by a California-licensed Traffic Control Contractor using State specifications and standards. Rolling Traffic Break control shall be provided by the CHP. Stunts, temporary modification of traffic regulatory devices, pyrotechnics, and wet downs are only authorized during full Road Closures and only with specific written authorization in the Caltrans Encroachment Permit.

L. Operational need or emergency situations may require that the roadway be reopened immediately. This decision shall be made by the CHP or Caltrans. If the roadway is reopened under these conditions, the CFC shall be notified as soon as possible. The notification shall be made by the CHP or Caltrans representative who made the decision. When both CHP and Caltrans are present, the decision shall be made jointly. The CFC will notify the responsible film company representatives.

M. On full directional closures, the following guidelines apply to State freeways or Access Controlled Highways unless specifically waived in the Caltrans Encroachment Permit:

1. Whenever possible, the area identified shall be the "end" portion of a freeway, one to three miles in length.

2. A comprehensive Traffic Management Plan shall be prepared and submitted by the film company for review and approval by the CHP, Caltrans, and the affected local agencies before the Permit Application Package is considered complete.

3. Entities affected by a proposed detour or reduced access through their jurisdiction shall pre-approve the proposed detour through their jurisdiction prior to submittal to Caltrans. The final detour approval shall be attached to the Caltrans Encroachment Permit.

4. The proposed ingress and egress of all filming company personnel to the closed portion of the highway shall be preapproved by both the CHP and Caltrans.

5. The filming company's base of operations shall be located outside the State's operating rights-of-way. Only vehicles essential for the immediate filming operation will be allowed within full Road Closures.

6. Notification of Closures shall be done at least seven (7) calendar days in advance of any closure.

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7. Caltrans requires at least ten (10) calendar days' notice to notify the Caltrans Office of Permits, Transportation Permits Issuance Branch, of any freeway or ramp closures.

8. Advance notification signs for all highway and freeway closures shall be in place seven (7) calendar days in advance of the activity.

N. The following guidelines apply to a Rolling Traffic Break on State freeways or Access Controlled Highways unless specifically waived in the Caltrans Encroachment Permit:

1. Adequate on and offramps must be available for CHP units to create Rolling Traffic Breaks that will provide space for the filming company to enter and exit the freeway safely.

2. The highway shall have either a median barrier or a 30-foot or wider median area.

3. Advanced warning and detour signing is required when determined necessary by the CHP or Caltrans.

4. The CHP has final responsibility for traffic control and operational coordination with the filming company. Caltrans shall seek the CHP's input prior to permit issuance relating to a Rolling Traffic Break to ensure that the CHP can provide for a safe filming operation.

O. The following guidelines apply to a full ramp closure on State freeways or Access Controlled Highways unless specifically waived in the Caltrans Encroachment Permit:

1. Ramp closures should be performed during time of low traffic volumes.

2. The Permittee shall not place equipment, lay cables, or park vehicles over State traffic signals or other forms of vehicle loop detectors.

3. Adequate alternate on- and offramps shall be available at a reasonable distance from the ramp(s) to be closed to provide access to local facilities.

4. Affected local governmental agencies shall formally concur in the ramp closure, access denial, and related traffic control, and such authorization shall be attached to the Caltrans Encroachment Permit.

5. Notification of Closures shall be done at least seven (7) calendar days in advance of any closure.

6. Caltrans requires at least ten (10) calendar days' notice to notify the Caltrans Office of Permits, Transportation Permits Issuance Branch, of any freeway or ramp closures.

7. Advance notification signs for freeway closures shall be in place seven (7) calendar days in advance of the activity.

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P. The following guidelines apply to Stationary Camera Locations on State freeways or Access Controlled Highways, unless specifically waived in the Caltrans Encroachment Permit:

1. Film company vehicles, personnel, cameras, and equipment shall remain a safe and reasonable distance, to be determined by the CHP and/or the Caltrans Inspector, from the edge of the roadway unless protected by adequate existing barriers or other means approved by Caltrans.

2. Only persons associated with the filming company are allowed at Stationary Camera Locations.

3. When appropriate, advance-warning signs shall be provided, placed, and removed by the Permittee's private traffic control company.

4. The CHP shall control access to and from the Stationary Camera Location for individuals associated with the filming operation.

5. Vehicles being filmed shall enter the roadway at the first appropriate upstream onramp, and exit at the first appropriate downstream offramp.

6. Vehicles being filmed shall not stop or slow in the flow of traffic, in the median, or on the shoulder.

7. Stationary cameras shall be positioned on the sidewalk or at least ten (10) feet from the edge of the adjacent lane. Filming equipment and personnel are normally prohibited in median areas.

Q. The following guidelines apply to film operations on over-crossing structures of State freeways or Access Controlled Highways unless specifically waived in the Caltrans Encroachment Permit:

1. Filming activities on over-crossing structures require a filming permit.

2. Filming activities on structures with no connecting freeway ramps, and not affecting the structure or freeway traffic, are generally monitored by local authorities, while filming activities on structures with connecting ramps or affecting freeway traffic are generally monitored by the CHP and Caltrans.

3. Equipment shall not hang or project over the structure.

4. The Permittee shall not mount or strap equipment to the structure.

5. Pedestrian travel must remain unobstructed or have safe alternate facilities.

6. Traffic control on structures with connecting freeway ramps shall conform to Caltrans standards and specifications.

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7. Traffic control on structures with no connection to freeway ramps may conform to local requirements and specifications.

8. The Permittee shall not place equipment, lay cables, or park vehicles over State traffic signal or other forms of vehicle loop detectors.

XI. PERMIT GUIDELINES FOR FILMING ON NONHIGHWAY CALTRANS FACILITIES

A. A Caltrans Encroachment Permit for filming is required when filming activities are conducted on Nonhighway Caltrans Facilities and shall be designated as an FF Permit.

B. The CFC shall inform the Permittee that it is required to have its Film Permit and the Caltrans Encroachment Permit, when applicable, in its possession at all times while on Caltrans' rights-of-way. Noncompliance shall be cause for termination of activity. The CHP and/or Caltrans shall report all noncompliance to the CFC.

C. The Permittee shall supply properly functioning communication equipment in sufficient quantity to appropriate personnel involved in the filming operation and to the CHP and Caltrans on-site personnel.

D. Before filming begins, Caltrans must approve the filming operation and location. The filming operation must not disrupt or interfere with any State business.

E. Upon a request by Caltrans, or upon the CFC's determination of need, the CFC will be responsible for scheduling a preliminary meeting before issuance of a Caltrans Encroachment Permit and Film Permit when proposed filming activities require significant stage work, stunts, special effects, or pyrotechnics. The CHP, Caltrans, the CFC, responsible film company representatives, and when appropriate, other local authorities and law enforcement agencies shall attend this meeting to ensure that all plans are finalized and that all participants are aware of their individual responsibilities prior to the commencement of filming.

F. When the filming is limited entirely within a Caltrans or other Caltrans-owned or maintained State building, the CHP will not be assigned unless requested or there is an identified need. Caltrans will be providing inspection.

G. Permits without significant stage work, stunts, and pyrotechnics may be monitored by the CHP for quality control, safety, and security, and no additional Caltrans contact is necessary unless specifically stated in the Caltrans Encroachment Permit.

H. Permits in which filming activities require significant stage work, stunts, or pyrotechnics will require inspection by the CHP and Caltrans, and the Permittee will be charged accordingly. After initial on-site inspection, and by mutual agreement, Caltrans may defer to the CHP the remaining monitoring activities without further Caltrans involvement.

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EXHIBIT A

GENERAL TERMS AND CONDITIONS

1. AGREEMENT PERIOD

   This MOA shall take effect on the date specified on the face sheet and shall terminate without cause only upon the issuance of a thirty (30) days written notice by any parties to the other two parties involved.

2. PAYMENT

   Each party will assume all costs incurred in the performance of this MOA, except to the extent that those costs are passed on to the Film Permit holders.

   The CHP and the CFC agree to provide the services covered in this MOA at no cost to Caltrans. Caltrans services are contingent upon the allocation of sufficient resources in the Annual State Budget Act and by the California Transportation Commission.

3. APPROVAL

   This MOA is not valid until signed by all parties.

4. AMENDMENT

   No amendment or variation of the terms of this MOA shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the MOA is binding on any of the parties.

5. SUBCONTRACTING

   No subcontracting is authorized by this MOA.

6. AUDIT

   The parties to this MOA agree that the other parties, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this MOA. The parties agree to maintain such records for possible audit for a minimum of three (3) years after the termination of the MOA.

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7. INDEMNIFY AND HOLD HARMLESS

A. Neither the CHP, CALTRANS nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the CFC under or in connection with any work, authority, or jurisdiction conferred upon the CFC under this MOA. It is understood and agreed that the CFC will fully defend, indemnify and save harmless the CHP, CALTRANS and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the CFC under this MOA.

B. Neither, CALTRANS, the CFC nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the CHP, under or in connection with any work, authority, or jurisdiction conferred upon the CHP under this MOA. It is understood and agreed that the CHP will fully defend, indemnify and save harmless CALTRANS, the CFC and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by the CHP under this MOA.

C. Neither the CHP, the CFC nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS, under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this MOA. It is understood and agreed that CALTRANS will fully defend, indemnify and save harmless the CHP, the CFC and all their officers and employees from all claims, suits, or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this MOA.

8. TIMELINES

Time is of the essence in this MOA.

9. DISPUTES

The parties to this MOA shall continue with the responsibilities under this MOA during any dispute. Disputes shall be resolved at the lowest level, through the normal chain of command for respective individuals involved. If a dispute arises under this MOA that cannot be resolved at the Contract Manager level, the parties will elevate the dispute to the CHP Commissioner, the Caltrans Director and the Director of the CFC. Any dispute that cannot be resolved at that level will be elevated to the Secretary of the California State Transportation Agency and the Director of the Governor's Office of Business & Economic Development for final resolution.

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EXHIBIT B

SIGNATURE OF PARTIES

IN WITNESS THEREOF, the parties agree to have executed this MOA on the day, month and year noted.

California Department of Transportation

Malcolm Dougherty, Director — Date: 3/27/2014

California Highway Patrol

Joe Farrow, Commissioner — Date: 4/14/14

California Film Commission

Amy Lemisch, Director — Date: 4/8/2014

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

KIOSK ADVERTISING/DISPLAY AGREEMENT

TR-0401 (REV. 05/2009)

The undersigned requests to place an advertisement/display within the Traveler/Tourist Information Center, hereinafter referred to as "kiosk" within the Safety Roadside Rest Area, and hereby agrees to the following conditions:

I have read the Kiosk Advertising/Display Guidelines, and conditions contained herein and agree to comply. And, understand that any failure to do so will result in termination of this agreement.

The requestor assumes full and complete responsibility and liability for the content of the advertisement/display, and shall agree to save, defend, indemnify and hold the State, the department, its officers, agents and employees harmless against any and all demands, claims, liability, damages and causes of action, including attorney's fees and all costs of any legal action occasioned by or resulting from injuries or losses to any person, firm or corporation, however occurring, resulting from their reliance on the person's or company's advertisement/display or from the form, content or representations contained therein.

The name on the agreement shall be that of the responsible party for that service or facility. Sub-contracting or third-party agreements **will not be allowed** for the placement of an advertisement/display. The requestor is required to be solely responsible for the service or facility, listed within the advertisement/display.

The advertisement/display shall be of a professional quality, printed on LEXAN or a comparable material pre-approved by the SRRA Coordinator, able to withstand adverse conditions, such as direct sunlight, rain or snow and able to endure the length of the agreement. The minimal size of the advertisement/display allowed shall be no less than 10" x 14," and a maximum size of 14" x 20." Advertisement /displays not enclosed within a protective casing shall be durable, and protected with an anti graffiti coating.

The requestor is responsible for the production of the advertisement/display at their sole cost and expense.

The format and content of the advertisement/display shall be provided for review. Upon approval in writing from the department, the advertisement/display shall not be changed or altered in any way without the written consent of the Department.

The requestor is seeking placement in the following SRRA:

NAME OF BUSINESS OR ORGANIZATION	OWNER OR REPRESENTATIVES NAME	PHONE NUMBER
ADDRESS		E-MAIL ADDRESS
OWNER OR REPRESENTATIVES SIGNATURE ▶		

NAME OF SAFETY ROADSIDE REST AREA	DIRECTION	TYPE OF ADVERTISEMENT/DISPLAY	FEE ASSESSED
			@ SEMI-ANNUALLY ☐
			@ ANNUAL ☐
			TOTAL:

DISTRICT USE ONLY

APPROVAL: YES ☐ NO ☐ COMMENTS: _____

CASHIER

INITIALS BY _____ DATE _____ ☐ CASH ☐ CHECK ☐ MONEY ORDER ☐ OTHER _____

AGREEMENT PERIOD

BEGINNING DATE _____ ENDING DATE _____

DISTRICT REPRESENTATIVES NAME	PHONE NUMBER
DISTRICT REPRESENTATIVES SIGNATURE ▶	E-MAIL ADDRESS

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STATE OF CALIFORNIA • DEPARTMENT OF TRANSPORTATION

NEWSPAPER DISTRIBUTION AGREEMENT

TR-0150 (NEW 05/2009)

The undersigned newspaper distributor, hereinafter referred to as DISTRIBUTOR, desires to place and maintain **a newspaper** and newspaper vending machine, hereinafter referred to as "Machine", at certain identified safety roadside rest areas owned and operated by the State of California, Department of Transportation, hereinafter referred to as STATE. DISTRIBUTOR agrees that the following conditions apply:

1. DISTRIBUTOR shall comply with the applicable provisions of the California Administrative Code and directions from the State's representative as to the location and placement of each Machine and including its associated pedestal.

2. DISTRIBUTOR shall indemnify, protect and hold harmless the STATE, its officers and employees from all claims for injury to persons or damage to property by reason of the presence, location and/or maintenance of the Machine on STATE property, or by reason of claims based on acts of DISTRIBUTOR'S agents, employees or workers.

3. Maintenance of the Machine shall be the sole responsibility of DISTRIBUTOR, including any replacement or repair of Machine stolen or damaged by vandalism. DISTRIBUTOR shall begin to make necessary repairs within 48 hours after receipt of written or oral notification by STATE.

4. In the course of servicing a Machine, DISTRIBUTOR shall not deposit in or about any safety roadside rest area any wrapping paper, tying material or other litter, except to dispose of such material in a receptacle intended for that purpose. Any material that cannot be disposed of in available receptacles shall be immediately removed from the premises by DISTRIBUTOR.

5. If distribution of the newspaper is discontinued for thirty consecutive days, the DISTRIBUTOR shall remove the Machine and restore the site to its original condition.

6. If the Machine to be removed is on a pedestal shared with other machines, the DISTRIBUTOR shall modify the pedestal to properly accommodate the remaining machines.

7. If, after such discontinuance, or if the terms of this Agreement are violated, and DISTRIBUTOR fails to remove the Machine and restore the site within ten days after reasonable notice and demand, the STATE may thereafter remove the Machine and restore the site to its original condition and the DISTRIBUTOR agrees to reimburse the STATE for the reasonable costs of that removal and restoration.

8. The STATE reserves the right to close, temporarily or permanently, the safety roadside rest area for any reason without notification to the DISTRIBUTOR.

9. This Agreement shall commence on _____ 20___, and shall terminate on _____ 20___

The parties agree that only the following newspaper may be distributed:

NAME OF REST AREA(S)	TRAVEL DIRECTION	NEWSPAPER NAME

COMPANY NAME	CONTACT PERSON	PHONE NUMBER
ADDRESS		E-MAIL ADDRESS
DISTRIBUTOR'S SIGNATURE ▶		

DISTRICT USE ONLY

DISTRICT SRRA COORDINATOR / DISTRICT LANDSCAPE ARCHITECT NAME	PHONE NUMBER
DISTRICT SRRA COORDINATOR / DISTRICT LANDSCAPE ARCHITECT NAME ▶	E-MAIL ADDRESS

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