

Rules, Conditions, and Fees for Production Companies applying for use of the Nicasio Town Square for a Commercial Project:

A. Project Coordination

The Nicasio Land Owners Association (NLOA), through its Representative, will coordinate with the Agent for the Production Company (Company) the contract, permits, and time limits for the Project, and collect and hold fees and the required insurance certificates. The NLOA Representative will notify community residents, work with the Agent on logistics and other matters, and see that the rules and regulations of the NLOA are complied with. A Project is defined as a small commercial production typically involving film or video photography, product promotion, actors, and sound recording.

B. Fees

1. A range of fees for the use of the Nicasio Town Square will reflect the size and scope of the Project; the minimum is \$1000 per day. Special parking arrangements may be required and will be arranged for an additional charge.
2. Deposit: a check of up to \$5000 will be held by the NLOA to cover damages and cleaning costs if needed.
3. After approval and scheduling of the Project by the Nicasio Land Owners Association, fees, deposit, and summary of Project plans will be submitted at least one week, and preferably two, prior to the Project date(s) by the Company.
4. The Deposit will be returned within five business days after the completion of the Project if the NLOA does not advise the Agent (within three business days of completion) that further site restoration, cleaning, or repairs are needed.
5. Should further restoration of the site be needed, the Deposit will be returned to the Company within five business days of completion of restoration to the satisfaction of the NLOA. Should any cleanup or need for repair remain, the Nicasio Land Owners Association will authorize the necessary cleanup or repairs, paying for them out of the Deposit. Should damages exceed the Deposit amount, a claim will be filed with the Company's insurance carrier (see below).

C. Insurance

The Company must provide proof of liability insurance at a minimum rate of one million dollars covering all Company activities on and around the Town Square. All insurance must be provided by a California admitted insurance company; the Nicasio Land Owners Association (including its directors, officers and agents) will be named as additional insured.

D. Time Limits

1. Approval of a Project is at the sole discretion of the Nicasio Land Owners Association.
2. The Project must be completed in the mutually agreed-upon time frame.
3. All setups, filming, and activity must take place between the hours of 7:00 a.m. and 9:00 p.m.
4. The final day of the Project will end at 9:00 p.m., at which time all cleanup and repair will have been accomplished, and all vehicles, equipment, props, and gear removed from the area, the location left as good as or better than found. The Company will remove its trash from the site and dispose of it elsewhere.
5. The scheduling of times and dates of the Project will be dependent upon scheduled community events, which will take precedence.

E. Permits

1. Should Project activities require them, necessary permits must be obtained by the Company from relevant County, State, or Federal entities (such as the Highway Patrol or the Fire Department).

F. Traffic and Parking

1. Project vehicles must not block access roads. Special attention must be given to the Nicasio Fire House, Road to Ranches and Old Rancheria Road. Emergency vehicles must be given access at all times. Controls must be in place to insure reasonable access and traffic flow.
2. The number and size of Company vehicles may require special parking arrangements (see B1).

G. Public Courtesy

1. The Company shall respect the rights and privacy of the people of Nicasio.
2. The Company shall leave the location in the same (or better) condition as it was at the start of the Project, and will remove all its trash from the location and dispose of it elsewhere.
3. The Company shall keep noise levels as low as possible, avoid undue disruption, and, as guests in our community, exhibit discreet and appropriate behavior at all times.
4. Animals brought to the location shall be appropriately restrained and controlled.

H. Other Conditions

1. Night shooting must be specifically included in all location permits, and must not exceed the time limits specified above. The nature and extent of artificial lighting will be subject to approval.
2. No irreversible alteration to the location (such as to structures, vegetation, trees, signage, fencing, etc.) in any way is permitted. For example, trimming of vegetation, nailing into fencing or structures, painting, or grading is prohibited.
3. A separate Agreement Form to accompany this document will be completed and signed by the Company Agent.
4. Any Project activities not specifically mentioned in this document will be evaluated by the NLOA on a case-by-case basis and may or may not be permitted.