



## Aquarium Filming and Photography Guidelines

2021

Last updated: February 5, 2021

We will consider requests to film a movie, television show or commercial, or to use the Aquarium as a location for a magazine ad. These guidelines describe fees and procedures for these types of projects.

### 1. Permission

Loveland Living Planet Aquarium is a public aquarium. Our visitors are entitled to experience the entire aquarium with a minimum of distraction. Permission to film or photograph at the Aquarium is granted subject to certain conditions. The project must be consistent with the Aquarium's mission and image, may not hinder operations, and must not detract from the visitors' experience. Permission can be obtained only from the Aquarium's Marketing and Public Relations Department.

Please note that a prerequisite for all projects is completion and execution by an authorized representative of the production company of the Aquarium's Location Filming Agreement, of which these Guidelines are an integral part. Please also note that the Aquarium reserves the absolute right to grant or deny permission to shoot and to determine the terms under which shooting will be permitted.

### 2. Location Fees

Location fees are set by the Aquarium depending upon a variety of factors, such as the nature and purpose of the project, its intended market, its potential promotional value to the Aquarium, the potential disruption to the Aquarium, the extent to which the Aquarium is required to support the project, and the extent to which the rights to the final product are shared with the Aquarium.

The standard fee schedule is:

- \$2,000.00 for the first two hours, two-hour minimum.
- \$200.00 for each additional hour

Additional fees may also apply if Aquarium staff other than Public Relations personnel is required, including:

- \$50.00 per hour for staff in trade positions (electricians, facilities staff, plumbers, etc.)
- \$25.00 per hour for other staff (security, biologists, exhibits, etc.)

For complex projects, the maximum daily location fee will be \$5,000.00. Payment of all agreed fees must be made prior to shooting. Additional costs incurred during the project will be billed and must be paid at the end of the project. Any billing requirements must be discussed and approved prior to commencing filming on-site.



### **3. Advance Notice**

At least two weeks advance notice is requested whenever possible. While the Aquarium will make every effort to accommodate last minute requests to shoot, requests with less than 24-hour notice cannot be accommodated under any circumstances.

### **4. Scheduling**

Commercial filming is generally permitted only when the Aquarium is not open to the public and must be coordinated with other Aquarium events through the Marketing and Public Relations Department.

### **5. Impact on the Aquarium**

If at any time the production company's activities threaten to disrupt the Aquarium's operations or the experiences of its visitors or pose a safety hazard to the visitors, the Aquarium reserves the right to require the company to reschedule its activities. As well, the company will be required to make any changes or to discontinue filming, if the Aquarium determines that exhibit life is being endangered or the potential for damage to the building or exhibits exists.

### **6. Filming in Tanks**

Divers with equipment present a serious hazard to the exhibits and resident marine life. As a general rule, the Aquarium does not allow non-staff divers into exhibits. Exceptions are made, however, with the approval of Aquarium curator. Certified scuba divers who meet all Aquarium qualifications may be given temporary permission to dive and shoot in the exhibits.

A complete "Temporary Certification" form must be received by Public Relations and approved by the Aquarium's curator at least 48 hours in advance of the shoot date, and a check-out dive may be required. Any diver permitted to dive in the Aquarium's tanks will be required to sign its Agreement to Waive and Release All Claims in advance.

### **7. Site Tours**

A site tour and review of on-site requirements must be scheduled between public relations staff and members of the crew a minimum of five days in advance of the shoot. At this time, all shooting locations, building access and parking needs must be addressed and agreed upon. In certain cases, an on-site tour may not be required, and the production company's requirements may be reviewed by telephone.

Filming will generally be limited to the public areas of the Aquarium. Any behind-the-scenes shooting must be agreed upon during the site tour or prior to the shoot date. The size of crew, number of talent and amount of equipment must be agreed upon at the site tour or prior to the shoot date.

### **8. Lighting and Electrical Needs**

Power supplies are limited in certain areas of the Aquarium. Power needs must be directed to the Aquarium's electrician in advance of the shoot. This may be addressed at the time of the site tour.

Lighting restrictions may apply to certain areas of the Aquarium. In most areas, additional lighting is allowed. The number of lights and their placement in relation to exhibit windows must be monitored by a member of the public relations staff. (The exhibit windows are acrylic and can be damaged by hot lights.) Lighting is not permitted near the octopus exhibit.



Exhibit lighting may not be altered without permission from a member of the exhibits department. No exhibits may be lit, or exhibit lighting on, after 1:00 a.m. unless an agreement is made in writing prior to the commencement of any filming on site. No live exhibits may be lit after 12 midnight.

### **9. Exhibits and Set Construction**

Aquarium exhibits may not be altered or moved in any way. Limited set construction may be permitted during non-operating hours. Any sets brought into the Aquarium must be approved ahead of time. Nothing may be permanently attached to walls or other structures. **NO TAPE MAY BE APPLIED TO WALLS OR EXHIBITS.** Any materials brought into the building must be removed by members of the crew.

### **10. Storage**

All space on Aquarium property has a designated purpose and is at a premium. We regret that no storage of any kind can be provided on site prior to or between filming sessions, with one exception: by prior agreement, some lighting set-ups behind the scenes that may be required on multiple days may remain in place during the duration of filming.

### **11. Parking**

The Aquarium cannot provide extensive parking. Two on-site spaces may be available if reserved in advance. As on-site parking for production vehicles is also extremely limited, parking needs must be addressed in detail and in advance of the shoot.

### **12. Damages**

The production company is fully responsible for all damages occurring at the Aquarium during its use and for paying for all repairs deemed necessary by the Aquarium.

### **13. Insurance**

The production company must carry workers' compensation insurance and a general liability policy with limits of at least \$1 million. Depending upon the circumstances, the production company may be required to obtain additional coverage, to name the Aquarium as an additional insured, and to furnish a certificate of insurance to the Aquarium.

### **14. Appearance Releases**

The Aquarium shall provide appearance releases for any Aquarium staff or volunteers interviewed by the production company. The production company shall obtain appearance releases for Aquarium visitors whenever necessary.

### **15. Trademarks**

The Aquarium's name and its wave logo are trademarks owned by The Living Planet Aquarium. Permission is granted to use these trademarks in the company's final product and associated promotional materials without alteration. Written permission must be obtained from the Aquarium to use any of these trademarks for any other purpose. The production company shall either place the appropriate trademark symbol (®, TM, or SM) on all uses of these trademarks or include in all productions and promotional materials the following trademark notice: "[names of trademarks] are trademarks belonging to The Living Planet Aquarium. All Rights Reserved."



## **16. Ownership**

Except as otherwise agreed, all film and photographs shot by the production company shall belong to it. The company shall provide a copy of the final product to the Aquarium for archival purposes.

## **17. Use of Film and Photographs**

The production company may use film and photographs shot at the Aquarium only for the specific purpose stated in the Location Filming Agreement. The grant of rights in one medium does not convey rights to use any other media, unless so indicated. Under no circumstances may the production company use film and photographs shot at The Living Planet Aquarium in a manner inconsistent with the Aquarium's mission and image or in a defamatory, untrue or censorable nature, and the company shall cease any such use upon demand by the Aquarium. The company shall ensure that its licensees and assignees fully comply with the provisions of this paragraph.

## **18. Broadcast Rights**

The production company may sell its final product for broadcast by others but may not sell individual images shot at the Aquarium or provided by the Aquarium separate from its product. In addition, the company may not use images taken at or provided by the Aquarium in connection with productions which do not directly involve the Aquarium, without its prior written consent. The Aquarium reserves the right to review the scripts for all scenes involving the Aquarium for factual accuracy and consistency with its mission and image.

## **19. Other Uses**

The production company is authorized to use film and photographs shot at the Aquarium in print media, on a web site, or in other promotional materials only for the specific purposes stated in the Location Filming Agreement. The Aquarium shall have the right to review the text and layout of all pages of a publication or web site or any other promotional materials which display images taken at the Aquarium or mention the Aquarium's name before the publication goes to print, the pages are posted, or the materials are disseminated, in order to ensure factual accuracy, consistency with the Aquarium's mission and image, and the appropriate credit.

## **20. Credit**

The production company will acknowledge the Aquarium in its production, publication, web site, or other promotional materials only when requested by the Aquarium. The Aquarium makes no endorsement of the production company, its production, or any product featured therein.

## **21. Aquarium Images**

The production company acknowledges that the Aquarium may not have unlimited rights to all images within the Aquarium's facility. Accordingly, the production company shall obtain written approval from the Aquarium's public relations contact prior to shooting film or photographs which focus specifically on particular works or art, potentially copyright-protected material, or other images.

## **22. Filming on Board Aquarium Vessels**

Employees of the production company must sign the Aquarium's "Agreement to Waive and Release All Claims" before being granted permission to go on board any vessel owned and operated by the Aquarium for filming or any other purpose.



### **23. Miscellaneous**

Film crews may be required to provide the following:

Walkie talkies for Aquarium staff coordinating the shoot

A facilities staff member and/or electrician, who will be contracted with separately, to be present throughout the duration of filming

Their own equipment carts. The Aquarium has a limited number of carts and they may not be available for use during shoots.

### **24. Cranes and Dollies**

The weight of any heavy equipment and the type of tires on cranes and dollies must be cleared through the Aquarium's facilities department prior to shooting.

### **25. Smoking**

The Living Planet Aquarium is a smoke-free environment. Smoking is prohibited anywhere on Aquarium property, including all Aquarium-owned or leased buildings and parking areas, regardless of location.

### **26. Noise**

All maintenance, major construction, repairs and custodial work occur at times when the Aquarium is closed. If sound is being recorded, we will make every effort to minimize noise from sources such as floor polishers, metal carts, vacuums and other machinery, but please be aware we cannot guarantee a quiet environment. Maintenance crews must have enough time to complete all work before the Aquarium opens to the public in the morning.

### **27. Additional Information**

For additional information on filming at Loveland Living Planet Aquarium, please contact:

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