

FILMING CONTRACT TEMPLATE

Instructions for use notes

Please use with reference to Advice Sheet 2: Working with Film and Television Productions at your Museum and Advice Sheet 6: Reproduction Fees for Museums' Images, Including Filming Location Fees.

This template can be freely adapted and customised for use. It provides some of the basic terms and conditions for filming by third parties. A signed copy of the licence/contract should be retained by the organisation issuing it, as well as one retained by the client for further reference. Care should also be taken before agreeing to any contracts from the client production company. If your organisation employs legal advisers you may wish to consult with them before agreeing to a contract.

Organizations like The National Trust and some local museums have considerable experience in this field and may be able to provide additional advice and have their own templates for terms and conditions for filming.

FILMING CONTRACT

[INSERT MUSEUM NAME, ADDRESS AND LOGO]

FILMING AT **[INSERT NAME OF VENUE]** “the Museum” - AUTHORISATION

A. FILM PROJECT DETAILS

| | |
|--|--|
| <ul style="list-style-type: none"> • company name | <ul style="list-style-type: none"> • film/project title |
| <ul style="list-style-type: none"> • address | <ul style="list-style-type: none"> • commissioned by • producer/director |
| <ul style="list-style-type: none"> • postcode • Tel /Email | <ul style="list-style-type: none"> • contact name • Tel / Email |
| <ul style="list-style-type: none"> • date of filming session • arrival time (session commences) • departure time (session terminates) | <ul style="list-style-type: none"> • names of all crew attending (no additions to be admitted on the day) |

(use supplementary sheets where necessary and note them as an Appendix)

B. MUSEUM OBJECTS/DISPLAYS TO BE FILMED [insert accession numbers where possible]

| Description | Accession No. |
|-------------|---------------|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |

(Use supplementary sheet for full object list where necessary and note it as an Appendix.)

C. LOCATIONS AT THE MUSEUM TO BE FILMED DURING THIS SESSION [insert room numbers, names or area descriptions]

| | |
|--|--|
| | |
| | |
| | |
| | |

This resource has been developed by Naomi Korn Copyright Consultancy on behalf of Renaissance Yorkshire’s funded project *Effective Management of Intellectual Property Rights (IPR) and Cultural Assets in Museums*. To the best of the authors’ knowledge (Bernard Horrocks and Naomi Korn), all information supplied within this advice sheet is accurate at the date at which the resource was written. The authors accept no liability for any consequences arising from the misuse or misinterpretation of any of this information. None of the information contained within this advice sheet should be construed as legal guidance or legal advice. In the event that such advice is required, legal counsel – preferably the advice of a specialist intellectual property rights lawyer – should always be sought.

D. NON-COLLECTION ITEMS TO BE FILMED

| | |
|-------------|--|
| Description | |
| | |
| | |
| | |

(Use supplementary sheet for list where necessary and note it as an Appendix.)

E. FACILITY FEES

| | |
|--|------------------|
| Initial fee (including first hour of filming): | £[insert amount] |
| Fee per hour thereafter (or part thereof) [insert amount] x [number of hours]: | |
| + VAT @ 20% | |
| TOTAL | UK £ |

N.B. Fees for copyright clearance on individual objects (where applicable) are not included in these facility fees and must be agreed separately.

APPENDICES [If required]**Section A etc.**

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[INSERT MUSEUM NAME, ADDRESS AND LOGO]

F, REGULATIONS FOR FILMING AT THE MUSEUM

All of the following conditions must be met in connection with filming in the museum:

1. Images must be credited/acknowledged as follows "[insert appropriate credit]" at the beginning or at the end of the film or programme.
2. Filming in public areas of the museum may not take place during public opening hours [insert opening hours].
3. A member of museum staff will be required to accompany the film crew at all times. The museum electrician must also be on hand to deal with any lighting queries. You will be expected to make your own arrangements for the supply of electrical power. In exceptional circumstances arrangements can be made for limited use of the museum's supply subject to approval by the museum's electrician and relevant certification e.g. Portable Appliance Test (PAT).
4. Cool lights must be used, up to and not exceeding 1000 lux.
5. No set lighting is allowed within 2m of any textiles, work of art or its frame (where relevant).
6. Set lighting may not be switched on during setting up but may only be used during filming.
7. There must be sufficient crew to operate the lights during filming.
8. Names of the crew must be provided, in advance, for security reasons.
9. No collection items or fixtures and fittings within the museum will be altered in any way. The items may only be filmed *in situ* and in their frames (where relevant) unless special arrangements have been made and confirmed in writing, and a copy attached to this contract.
10. The museum must be informed in advance (and subject to permission in writing) about any unusual requests such as naked flames (such as candles, open fires etc.) or special effects (e.g. smoke/mist generators) use of the collection items as "props" or the introduction of props from outside the museum which may have conservation implications or be considered unacceptable.
11. Under no circumstances is any member of the crew to handle any of the exhibits. All requests to move museum items and any other objects in the museum should be made to the member of staff accompanying the film crew. Requests for significant movements of any objects e.g. furniture, should be notified and agreed in advance of filming work on site. Museum items shall only be handled by museum staff.
12. No food or drink is allowed in the museum.
13. Footage filmed during the session may only be used in the context of the named film.

LIABILITY

14. The museum does not accept responsibility for loss or damage to property or for personal injury suffered as a result of filming at the museum. Any damage incurred to museum exhibits and property or injury caused to personnel as a consequence of the actions or negligence of any member or associate of the film crew will automatically be the liability of the production company. Suitable proof of liability insurance is required from the company by the museum, in advance of filming.

RIGHTS, FEES & PAYMENT

15. The company accepts responsibility and liability for the clearance of copyright and any associated rights and permissions in all the works filmed during the session specified overleaf. Fees for copyright clearance are not included in facility fees and must be agreed separately. Fees and clearances for those rights owned or managed by the museum may be agreed with us. Payment must be made in advance of filming by credit card or cheque drawn on a British Bank. Notice of cancellation must be made in writing and received by the museum not less than 48 hours before filming is due to take place. A cancellation fee of £500 will be charged if filming is cancelled with less than 48 hours' notice.

CAR PARKING [adjust as appropriate]

16. Car and production unit vehicle parking on site at the museum is only available by prior negotiation. Alternative arrangements off site are the responsibility of the production unit if this is not available.

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G. AUTHORISATION

I confirm the specifications above (and any Appendices referred to). I warrant that I have the authority to enter into this agreement on behalf of the production company, that I have read and understood all the conditions contained herein, and that I agree to them on behalf of the company.

Name
[insert name of client/company representative])

Signed.....Date.....

on behalf of The Company

| |
|--|
| Name [insert name of museum representative]) |
| Signed.....Dated..... (agreed on behalf of [insert name of museum]) |

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