



RTD FILMING REQUEST & AUTHORIZATION FORM

The purpose of this form is to request and authorize filming, which includes the capture of moving images, still images, and/or sound for professional, commercial, non-commercial, or academic purposes, on RTD-owned or RTD-controlled real property, facilities, vehicles, and equipment.

This request must be submitted to RTD at least four weeks in advance of scheduled filming. If requests are submitted within a shorter timeframe, RTD will work with the requestor to consider the request, but with no guarantee of approval. If requests submitted within a shorter timeframe are approved, RTD Communications will determine any adjustments needed to the deadlines specified in this form and RTD's filming procedure.

Note to media outlets: Media outlets may submit this request to film on RTD Property on an annual basis and should provide as much detail as possible below. Once approved by RTD, the media outlet's filming authorization will be valid for one year. The media outlet must provide RTD with certificates of the required insurance, naming RTD as an additional insured, for the one-year period covered by the authorization. As soon as practicable prior to any filming, the media outlet must provide RTD Communications with a detailed plan for the exact location, date, and time of each shoot, including but not limited to equipment to be used. RTD will not charge a fee for media outlets to film on RTD Property.

Requestor/Filmmaker:

Name of Company/Organization: _____

Description of Company/Organization:

Contact: _____
First Name Last Name Phone

Email: _____

Title: _____

Film Project:

Name of Film Project:

Description of Film Project:

Estimated Total Budget of Film Project:

Estimated Total Length of Film:

Purpose of Filming on RTD Property:

Proposed Locations for Filming on RTD Property (include RTD facilities, vehicles, equipment):

Approximate Amount of Time Needed to Film on RTD Property:

Proposed Date(s) and Time(s) of Filming on RTD Property:

Size of Film Crew (include talent/models) on RTD Property:

Film Equipment to be Used on RTD Property:

By signing and submitting this request, I certify that I have the authority to bind the Company/Organization identified above and agree that the Company/Organization will comply with all requirements listed below if this request is approved.

Print Name

Date

Title

Signature

*******FOR RTD USE ONLY*******

Reviewing Departments: Please review the filming request in full and fill out the table below to submit your comments and recommendation to RTD Communications.

Department	Comments on Request	Approve or Deny Request?	Reviewer's Name	Signature	Date

FOR RTD COMMUNICATIONS USE ONLY

This filming request has been reviewed according to the Filming on RTD Property Policy and Procedure and is:

Approved as submitted

Approved with the following required modifications:

Denied

Print Name

Date

Title

Signature

Requirements to Film on RTD Property

1. RTD may require a scouting meeting with the requestor/filmmaker and additional information while considering a filming request and/or in advance of filming.
2. RTD reserves the right to deny any filming requests that cannot meet RTD requirements and to suspend or cancel any authorized filming in the event of non-compliance with RTD requirements.
3. RTD retains the right to use the film or a portion of the film, including clips and photos featuring the RTD Property, for its own purposes.
4. With respect to filming on RTD vehicles, RTD prefers to limit filming to vehicles that are not in service; however, RTD will consider requests to film on in-service vehicles on a case-by-case basis.
5. The filmmaker must pay all applicable fees, which are described below, at least 10 business days in advance of approved filming.
6. The filmmaker must submit the following to RTD Communications at least 10 business days in advance of filming: (a) certificates of required insurance naming RTD as an additional insured; (b) a pre-report for each scheduled shoot that includes story line/script and anticipated system needs; (c) copies of shooting scripts and location schedules; and (d) a detailed plan with visual depictions for the exact location, date, and time of each shoot, including but not limited to equipment to be used, parking, wardrobe and dressing room trucks, craft setup location, portable toilets, security, and any temporary changes to be made to the RTD Property.
7. In addition to fees paid in advance, the filmmaker shall fully reimburse RTD for any other costs RTD incurs as a result of filming. Reimbursement shall be made within 30 days of the filmmaker's receipt of an RTD invoice.
8. The filmmaker shall indemnify, defend, and hold harmless RTD and its officers, directors, employees, agents, and contractors against and from all claims (including without limitation actions, demands, expenses, costs, attorneys' fees, court costs, and judgments) arising out of or caused by the use of the RTD Property. In the event of any claims made or suits filed, RTD shall have the option to defend or reasonably settle the same as to claims or suits made against it, without effect as to the filmmaker's obligations under this paragraph.
9. The filmmaker shall be responsible for any damage to any property, including the RTD Property, the filmmaker's property, and other third-party real and personal property that arises from filming. The filmmaker shall either promptly repair such damage or pay damages to the reasonable satisfaction of the owner of the damaged property, in either case at no cost to RTD.
10. The filmmaker shall procure, maintain, and provide proof of insurance required by RTD; see insurance requirements below. The liability of the filmmaker shall not be limited to the coverage provided under the insurance policies required by RTD.
11. The filmmaker shall obtain all required releases and consents for the reproduction or use of any logos, signs, displays, trademarks, service marks, trade names, artwork, agency posters, marketing materials, wall hangings, or any other intellectual property recorded by or appearing in the film.
12. The filmmaker shall obtain written permission from any RTD employees who have a reasonable expectation of privacy and appear in the film, and appropriately compensate any RTD employees who appear in the film for the use of their likeness, except for filming by media outlets.

13. The filmmaker shall ensure the safe and continuous flow of RTD customers on RTD Property during filming, including RTD customers' use of RTD vehicles, stairways, elevators, escalators, doors, and aisles.
14. Filming shall not interfere with the safe operation of any RTD Property, as determined by RTD.
15. The use of pyrotechnics, smoke, or any other physical special effects on RTD Property is not permitted without the prior written consent of RTD.
16. Anyone working on or near the rail system must complete RTD-required safety training and certification.
17. The filmmaker may request or RTD may require the presence of RTD transit police or security or an RTD Commuter Rail worker to provide protection on the RTD Property during filming, to be provided at the filmmaker's expense.
18. Unsafe transit behaviors, as determined by RTD, and violations of RTD policies and procedures may not be portrayed.
19. No film may depict or advocate violations of RTD's Code of Conduct or subject matter that is so objectionable under contemporary community standards as to be reasonably foreseeable that it will result in harm to, disruption of, or interference with the transportation system.
20. The filmmaker may not physically or digitally remove any advertisements installed on RTD Property without obtaining the permission of the advertiser.
21. No signs may be added to RTD Property without the prior written approval of RTD.
22. This permission to use the RTD Property is granted subject to its "AS IS" physical condition without any warranty, express or implied, by RTD.
23. The filmmaker shall not permit any lien, claim, or other charge to be placed on the RTD Property and shall promptly cause any such lien, claim, or charge to be removed. If any mechanic's lien, claim, or other charge is filed against the RTD Property, the filmmaker shall discharge the same of record by a release or bond within 30 days after the filing of any notice of such lien, claim, or other charge.
24. The filmmaker specifically assumes all risk of loss, damage, or destruction to any tools, equipment, or materials, if any, that the filmmaker brings onto the RTD Property, whether the loss, damage, or destruction results from accident, act of God, the elements, severe weather, theft, or vandalism.
25. No RTD employees appearing in authorized films may speak or otherwise communicate on behalf of RTD in the film unless RTD Communications has permitted them to do so.
26. Any film must include a location credit to the "Regional Transportation District," which shall be presented on screen with size, placement, and all other aspects determined in the filmmaker's sole discretion, but consistent with other "thank you"-type credits provided to locations of filming.
27. The filmmaker may not assign this authorization without the prior written consent of RTD. No RTD-approved assignment shall release the filmmaker from any liability under this authorization. Any assignment in violation of this authorization shall be null and void.
28. The laws of the State of Colorado and applicable federal, state, and local laws, rules, regulations, and guidelines govern this authorization. Jurisdiction and venue for all disputes shall be in the county in which the respective RTD Property is located, and the filmmaker expressly submits itself to such jurisdiction.
29. The film must be produced in compliance with all applicable laws, ordinances, regulations, requirements, and procedures of RTD and any government entities with jurisdiction over the respective RTD Property.

Requirements to Film on RTD Property that is Operated by a Third Party

1. University of Colorado A/B/G Lines: Any filming requests involving RTD Property operated by Denver Transit Operators ("DTO") must first receive RTD approval, after which the requestor must submit a request to DTO for additional approval. DTO may require additional submittals and documentation.
2. Denver Union Station:
 - a. For filming inside or directly in front of the Denver Union Station historic building, contact Sage Hospitality Group, which is solely responsible for approving or denying the request and coordinating any filming. No RTD approval is required.
 - b. For filming on the north and/or south plazas in front of the Denver Union Station historic building, contact Wynkoop Plaza Events, which is solely responsible for approving or denying the request and coordinating any filming. No RTD approval is required.
3. Costs: If the third-party operator of RTD Property charges RTD for any costs related to the request and/or filming, the filmmaker shall be responsible for reimbursing RTD. Reimbursement shall be made within 30 days of the filmmaker's receipt of an RTD invoice.

Fees

If a film meets more than one category listed below, the highest applicable fees and daily rates will be charged. RTD will refund payments made if the requestor/filmmaker cancels filming up to 24 hours in advance.

Category of Film	Rate for Use of RTD Property	Fee for Use of RTD Intellectual Property
Film with a budget in excess of \$500,000	\$300/day	\$1,200
Film with a budget between \$100,000 and \$500,000	\$100/day	\$600
Film with a budget of less than \$100,000	\$50/day	\$300
Film of 40 minutes or less	\$50/day	\$600
Still photography only	\$100/day	\$300
Film by a qualified non-profit that provides proof of tax-exempt status	Waived	\$300
Film by a qualified government agency as determined by RTD	Waived	\$50
Film by qualified students when the request is accompanied by a letter from a college/university professor confirming that the film is a student project and insurance coverage from the college/university is provided	Waived	Waived
Film by college/university students who do not meet the student project requirements above	\$50/day	\$50

Additional Fees:

Use of RTD transit police and security officers	\$50/hour per officer
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Insurance

RTD requires the following insurance coverage for the entire period of filming on the RTD Property. At least 10 business days in advance of filming, the filmmaker must provide a certificate of insurance to RTD Communications evidencing the required insurance below. If the filmmaker is a self-insured governmental entity, it may notify RTD in writing of its election to be self-insured in lieu of obtaining the required insurance policies below.

1. Commercial General Liability Insurance naming RTD as an additional insured, which shall provide coverage for limits of not less than \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000, and shall also include, but not be limited to, coverage for bodily injury, property damage, and products.
IF FILMING WILL TAKE PLACE WITHIN 50 FEET OF AN OPERATIONAL RAIL ALIGNMENT: An endorsement providing that all policy or endorsement limitation(s) relating specifically to operations on or near railroad property are eliminated, including an endorsement "Contractual Liability - Railroads" (ISO CG 24 17) to amend the definition of "insured contract" to delete the "railroad exclusion." If such endorsement is not provided or available, then Railroad Protective Liability Insurance is required as outlined in #5 below.
2. Umbrella/Excess Liability Insurance. An umbrella/excess liability policy may be procured to meet the requirements of the Commercial General Liability Insurance limits. Such excess insurance shall be at least as broad as the Commercial General Liability, Automobile Liability, and Workers' Compensation and Employers' Liability Insurance.
3. Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence, and including coverage for, but not limited to, bodily injury liability and property damage liability for any vehicles owned, used, or hired.
4. Workers' Compensation and Employers' Liability Insurance covering all employees of the filmmaker, wherever they may be in the United States of America so long as they are engaged in the filming. The policy or policies shall cover the entire liability of the filmmaker as determined by the workers' compensation laws of the state or states under which such liability arises, and shall contain, so far as it is lawful to obtain, a waiver of insurer's right of subrogation against RTD for payments made to or on behalf of employees of the filmmaker. Employers' Liability Insurance shall provide coverage for limits of not less than \$500,000.
5. IF FILMING WILL TAKE PLACE WITHIN 50 FEET OF AN OPERATIONAL RAIL ALIGNMENT AND A CGL ENDORSEMENT IS NOT PROVIDED OR AVAILABLE (see #1 above): Railroad Protective Liability Insurance naming only RTD as the insured, with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 04 13 and shall be endorsed to include the following: (i) the Pollution Exclusion Amendment, (ii) the Limited Seepage and Pollution Endorsement, (iii) Evacuation Expense Coverage Endorsement. In addition, (a) no other endorsements restricting coverage may be added, (b) the original policy must be provided to RTD prior to filming, and (c) the definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In the event of reduction or exhaustion of the applicable aggregate limit or limits of liability under the primary policy or policies referred to in the certificate of insurance solely by reason of losses paid on account of occurrences during the policy period, the excess policy, if any, referred to in

the certificate shall (1) in the event of reduction, apply as excess of the reduced limit of liability thereunder; and (2) in the event of exhaustion, continue in force as though it were primary insurance. For claims covered by the insurance specified in these requirements, the insurance coverage shall be primary and non-contributory insurance with respect to the insured, additional insured parties, and their respective members, directors, officers, employees, and agents, and it shall specify that coverage continues notwithstanding the fact that the filmmaker has left the RTD Property.

The insurance shall apply separately to each insured and additional insured party against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.