

# **Please read and comply with the following regulations if you plan to film at the Danville Museum of Fine Arts and History.**

The following terms and conditions govern the permission given by the Danville Museum of Fine Arts and History, 975 Main Street, Danville, VA 24541 and any gallery associated with the Museum ('we', 'us' or 'ourselves') to any individual or company ('you') permitted to undertake filming at the Danville Museum of Fine Arts and History (DMFAH).

We warrant that we are wholly owned by the Trustees/DMFAH Board of the Danville Museum of Fine Arts and History and that we have their authority to give you permission to undertake filming, to impose these terms and conditions and to charge and receive the facility fee or receive 30% funding from each public broadcast. The Museum must be publicly recognized in the credits.

## **1. Definitions**

In these terms and conditions, references to:

(a) 'Crew' 'Film' 'Filming Period' 'Objects' 'Locations' and 'Facility Fee' shall have the meaning of those expressions provided in your Application for Permission to Film at the DMFAH.

(b) 'Filming' shall include:

- preparing any Location for filming and subsequently restoring it to its present state.
- the filming of the Objects and other contents normally held in that Location except where those contents are expressly excluded by us at our sole discretion.
- Interviewing or recording presentations by our Experts.

(c) 'Territory' means the world.

(d) 'Permitted Media' means (i) all forms of television, whether now known or later developed, including without limitation all manner of delivery of video signals originating from a location outside the premises in which such terminal is situated to television terminals via an over-the-air analogue terrestrial television broadcast signal and/or a digital transmission, including without limitation a signal or transmission delivered via one or more of the following: satellite, broadband, cable, SMATV, microwave, MMDS or digital terrestrial television; and (ii) the internet.

(e) The singular shall include references to the plural and the masculine shall include references to the feminine and vice versa.

(f) Where the context admits references to 'we', 'us', 'ourselves' or 'our' include references to any authorized representative of the DMFAH Board of Directors of the Danville Museum of Fine Arts and History.

## **2. Permission to Film**

Strictly subject to:

(a) Your warranty, undertaking and agreement deemed given by the acceptance of these terms of conditions that: the representations made by you in your Application for Permission to Film at the DMFAH (including the further information and approvals required pursuant to these terms and conditions) are true and accurate; and that (where appropriate) you have the authority of your employer to make the Application for Permission to Film at the DMFAH and to accept these terms and conditions.

(b) Payment by you of the Facility Fee or receipt of 30% funding from each public broadcast (together with any applicable Value Added Tax or other government or international tax, chargeable thereon which you shall be liable to pay as an additional amount at the rate and in the manner from time to time prescribed by law); and

(c) Your discharge in full of each and every obligation hereunder.

We will grant you and your Crew non-exclusive permission during the Filming Period to enter upon and use the Locations solely for the purpose of filming and producing the Film subject to the following terms and conditions.

## **3. Location Management**

You shall:

(a) Not use the Location for any purpose other than filming and you acknowledge that the Location has not been designed or adapted for such purpose. You accept that no warranty is given by us that the Location is safe, appropriate or fit for the purpose of filming and you agree to make your own investigations of the safety and adequacy of the Location for filming and to comply with your responsibilities under these terms and conditions without damage or injury to public visitors to the DMFAH, any of the Crew or to any of our employees, agents or contractors. COVID19: You will make sure that all persons entering the premises will be masked until they are in front of the cameras and distanced 6 feet or more.

(b) Take reasonable care to ensure the proper and careful use of the Location and that you do not: (i) interfere with the normal use of the DMFAH; or (ii) cause nuisance, damage, annoyance or disturbance to such use.

(c) Not damage, interfere with, change, add to or alter the Location and/or the contents thereof without our prior approval (which, if granted, shall be subject to your restoration to our satisfaction of the Location or, at our discretion, to you meeting the full cost of restoration by us).

(d) Notify us immediately of any damage you cause to the Location or the contents thereof and make immediate good to our satisfaction or, at our option, pay the full cost of making good or full compensation for any loss or damage to any part of the Location, or to the contents thereof, arising out of such damage.

(e) Comply (at your own cost) with any directions you are given by us (including, without limitation, directions as to the induction of the Crew, access, the positioning of barriers, deliveries, parking, the movement and searching of vehicles and routing of power leads) to prevent injury or damage being caused to the Location, any part of the DMFAH, its collection or the visiting public. You accept that we retain ultimate control of access and security before, during and after the Filming Period and reserve the right to refuse to allow anyone or anything to enter or remain on-site at the DMFAH if we consider there to be a risk to people or property, and to stop and search any person entering or leaving or otherwise using the DMFAH.

(f) Seek our express prior approval for any equipment that will be brought to the Location which shall (where applicable) comply with the Electricity, the Electrical Equipment (Safety) Regulations and meet all minimum safety standards required by law (and you shall notify us of any health and safety hazards which may arise in connection with the use of the Equipment in the Location or its carriage across our premises and you shall inform all persons engaged in the performance of any duty in connection therewith of all such hazards and shall instruct such persons in connection with any necessary associated safety measures).

(g) Seek our express prior approval for any special effects that you propose to use, all proposed arrangements for power supply and electrical installations (including lighting and sound systems) your requirements (if any) regarding the supply of power, lighting, water and any security arrangements or other facilities you propose for the Location or for the benefit and convenience of the Crew (and save and unless expressly agreed we shall not provide any heating or lighting for the filming, any water supply, WCs or any other facilities for you or the Crew).

(h) Provide full details of and seek our prior confirmation of the security clearance for all members of the Crew. We need a contact list for all Crew. Such details shall include information as to which of the Crew will be present on each day of the Filming Period. You accept that we reserve the right and unfettered discretion either to refuse access to the Location to any member of the Crew who has not been security cleared by us or to charge you the additional cost of providing a security officer to accompany members of the Crew who enter upon the Location without security clearance.

(i) Seek our prior consent for the types and registration numbers of all vehicles, trailers and plant directly connected with and to be in attendance at the filming and for the proposed siting of any mobile facilities including (without limitation) any caravans, trailers or generators being brought to the Location (or other part of the premises of the DMFAH).

(j) Provide written evidence (including full details of any special factors or associated risks or any other special or unusual activities in relation to the filming) and seek our prior agreement to your method statement and risk assessment under the Management of Health and Safety at Work Regulations and all other relevant health and safety requirements, by-laws or applicable codes of practice. You further agree to provide, at your own cost, any equipment required by us or by any other authority for health and safety reasons (e.g. an additional fire extinguisher) unless we have agreed in writing to provide it.

(k) Remove from the Location before the end of the Filming Period all equipment used for the filming (including, without limitation, generators, temporary structures and mobile facilities) not supplied by us and all litter or waste resulting from the filming. You accept that if these responsibilities are not completed to our satisfaction, we may remove such equipment, litter and waste and charge all costs and expenses incurred in so doing to you and that such costs and expenses shall be payable on demand.

(l) Procure that all Crew carry (or wear upon their person) valid identification at all times while at the Location and produce it on request. And that children are accounted for through parents.

(m) Ensure that Crew do not, without our prior approval, consume food or drink in any part of the Location.

(n) Ensure that Crew do not smoke in any public or work area of the Location, any internal part of our premises or any non-designated external area of the same.

(o) Ensure that no member of the Crew handles any Object.

(p) Not attempt any repairs, restoration, reinstatement, cleaning or clearing up (whether as required under these terms and conditions or otherwise) without our prior written consent. You accept that we reserve the right to undertake any such repairs, reinstatements or restorations ourselves and pass all costs incurred on to you, including (if necessary, in our sole discretion) the cost of specialist craftspeople or consultants.

(q) Ensure that all light sources you use to film Objects are fitted with UV light filters to reduce the UV content of light to below 50 microwatts per lumen; that the light level measured on the surface of the Object does not exceed 1000 lux; that Objects made from or including in the structure any vegetable matter or animal product (such as paper, papyrus, textile, wood, bone, ivory, fur, feather, leather, pigment, dye, resins) or semi precious stones are not lit for longer than 15 minutes during filming; that shiny Objects are not sprayed with anti-reflection preparations; and that all lights are positioned at least two feet away from Objects filmed.

(r) (Save in the event of an emergency) not interfere with fire prevention and fire protection equipment in any part of our premises (including without limitation smoke alarms and sprinklers) and you shall take all reasonable measures not to cause any unwarranted activation of our fire alarm.

## 4. The Film

(a) Subject to your compliance to our satisfaction with each and every term and condition herein we irrevocably agree that you shall have the rights to (i) use, edit and incorporate the filming (or any part of thereof) into the final version of the Film either as a sequence on its own or proceeded interlaced or followed by such scenes as you may determine and to broadcast and repeatedly broadcast the same within the Region/State/Country on Permitted Media; and (ii) use and publish in respect of the Board of Directors of the DMFAH or any Expert concerned in the making of the Film, their legal or professional names, photographs and likenesses in connection with the promotion and advertising of the Film.

(b) You accept and agree that any use of material howsoever derived in any format from the filming not expressly authorized by clause 4(a) above shall be subject to our further editorial consent (which may be subject to terms as to additional payment).

(c) You shall take all reasonable and proper steps to ensure that you do nothing that may bring us into disrepute nor shall you do anything to prejudice or damage our logo, marks, brand or reputation and you agree that we shall have the right at our election on reasonable notice to review the final cut of the Film for factual accuracy and to require reasonable changes thereto.

(d) At the beginning or at the end of the edited Film we must be credited as follows '[name of our expert (if any) and] the Danville Museum of Fine Arts and History' {'with thanks to the Danville Museum of Fine Arts and History'}.

(e) You agree at our election to supply us without charge with two digital copies and a master DigiBeta clone plus two DVDs of all 'rushes' and the finished Film, together with the free and irrevocable right within the premises of the Danville Museum of Fine Arts and History and for the full legal term of copyright (including any extensions revivals or renewals thereof) to use, edit, reproduce and present the same to the public for our own purposes absolutely.

(f) You shall be wholly responsible for any model releases, copyright licenses or other permissions that may be necessary to permit any individuals or other subject matter to be filmed and/or used in the Film (copies of which must be provided to and approved by us on demand) and you must comply with any conditions imposed by any release, permit or permission that has been obtained for these purposes.

(g) We acknowledge that where the Film is broadcast by satellite for reception in the Region/State/Country, such broadcasts may be capable of reception outside the Territory due to the inherent capability of satellites to beam down signals which are not confined to territorial boundaries ('Overspill'). We further acknowledge that the rights herein granted to you include but are not limited to the right to broadcast the Film by satellite which may cause Overspill. Notwithstanding such Overspill, we agree that the occurrence of Overspill shall not constitute a breach of this permission provided that you shall have encrypted and not knowingly authorized reception.

(h) No part of any film containing our premises, Locations, Objects, Experts or any other of our staff and property may be distorted, manipulated, used within other programs, re-used, lent or sold under any circumstances without our permission in writing; and

(i) For the avoidance of doubt this permission to film does not grant or imply any right to investigate or enquire into (whether on film or otherwise) the private lives of any of our Experts or other members of our staff and you hereby agree not to pursue such enquiry or investigation without the prior approval in writing of both the individual affected and ourselves.

## **5. Insurance**

You shall:

(a) Provide, before the start of the Filming Period and to our satisfaction, evidence that you have, at your own expense, taken out sufficient insurance policies to cover your liabilities under these terms and conditions and you undertake and agree to maintain such insurance policies in full force and effect for as long as liabilities may arise under the permission granted by us.

(b) Pay any additional insurance premium as required by the insurers referred to in (a) above in connection with the filming.

(c) At our election procure that our interest is noted on such insurance policies and that such policies stipulate any special insurance conditions that we require you to satisfy.

(d) Prior to the Filming Period provide evidence to us that such policies are in place together with evidence (if required) of the payment of such additional premium.

(e) (If you fail to comply with the obligations set out above) pay to us on demand the full cost of such insurance as we may arrange at your expense.

## **6. Tax Invoice**

If requested, we will send you an invoice containing all the information required in a tax invoice and (unless otherwise agreed in writing) we shall be paid within 30 days of receipt by you of a properly payable invoice.

## **7. Third party rights**

(a) Save as below provided a person who is not a party to the permission hereby granted has not right to rely upon or enforce any term of these terms and conditions.

(b) The Board of Directors of the DMFAH shall be entitled to enforce the benefit of your obligations and responsibilities hereunder against you.

## **8. Entire Agreement**

Save that nothing herein shall be deemed to exclude or limit liability for fraudulent misrepresentation, these terms and conditions and your application for permission to film at the DMFAH contain the entire agreement between the parties with respect to the subject matter of the permission granted to you and supersede all previous agreements and understandings between us with respect thereto, and may not be modified except by an instrument in writing signed by the duly authorized representatives of the parties.

## **9. Waiver**

Failure or neglect by us to enforce at any time any of these terms and conditions shall not be construed nor shall it be deemed to be a waiver of our rights hereunder nor in any way affect the validity of the whole or any part hereof nor prejudice our rights to take subsequent action.

## **10. Severability**

In the event that any of these terms and conditions shall be determined invalid, unlawful or unenforceable to any extent, such term or condition shall be severed from the remaining terms and conditions, which shall continue to be valid to the fullest extent permitted by law.

## **11. Notices**

(a) Any notice, invoice or other document to be given hereunder shall be delivered or sent by first class registered post or facsimile transmission to us: c/o the Head of Communications, DMFAH, 975 Main Street, Danville, Virginia, 24541.

(b) Any notice, invoice or other document to be given hereunder shall be delivered or sent by first class registered post or facsimile transmission to you at your address appearing in your application for permission to film at the DMFAH or to such other address as you shall notify to us in writing.

(c) Any notice, invoice or other document shall be deemed to have been served, if delivered at the time of delivery, if posted 48 hours after having been put in the post, or if sent by facsimile transmission 12 hours after having been dispatched provided a copy of the same is sent by first class registered post together with a copy of the successful transmission report.

## **12. Force Majeure** (unforeseeable circumstances that prevent someone from fulfilling a contract).

(a) You accept that we shall not be liable to you in respect of anything which, apart from this provision, may constitute a breach of these terms and conditions arising by reason of force majeure, namely, circumstances beyond our control (which shall include, but shall not be limited to, fire, flood, sabotage, embargo, strike or lock-out, riot, war, terrorism or acts of local government and state authority).

(b) We agree to give you notice forthwith upon becoming aware of an event of force majeure giving details of the nature and extent of the circumstances in question and the length of time for which it is expected that such circumstances shall subsist.

### **13. Cancellation**

(a) Upon receipt of our signed acceptance of your application for permission to film at the DMFAH you may terminate this Agreement without liability at any time on notice in writing received by us in accordance, not less than 48 hours before the hour at which Filming is permitted to commence.

(b) You agree that in the event you decide to terminate this Agreement less than 48 hours before the hour at which Filming is permitted to commence you shall pay to us on demand our administrative costs thrown away amounting to \$300 or 50% of the total fee payable had the Filming proceeded as permitted (whichever sum shall be the lesser amount).

### **14. Freedom of Information**

(a) You acknowledge that we are subject to the requirements of the Freedom of Information Act and the Environmental Information Regulations and you shall assist and cooperate with us to enable us to comply with information disclosure requirements and provide all necessary assistance as reasonably requested by us to enable us to respond to a request for information within the time for compliance.

(b) We shall be responsible for determining in our absolute discretion whether information is exempt from disclosure under the Freedom of Information Act and the Environmental Information Regulations and the extent of information to be disclosed in response to a request for information.

(c) You acknowledge that we may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act, be obliged to disclose Information:

- without consulting with you, or
- following consultation with you and having taken your views into account

(d) You acknowledge that any lists or schedules provided by you outlining confidential information are of indicative value only and that we may nevertheless be obliged to disclose that information.

### **15. Law**

You agree that the permission granted to you subject to these terms and conditions shall be governed by and interpreted in accordance with US law.