

US Forest Service Commercial Filming & Photography

Mountaintop Ranger District
Big Bear – Arrowhead – Barton Flats
c/o the Inland Empire Film Commission
201A N. 'E' St., Ste. 106 / P.O. Box 1785
San Bernardino, CA 92402
(909) 888-9011 ~ (909) 888-9073 Fax

General:

The Forest Service permits commercial filming & Photography on public lands. Like other commercial uses of National Forest System lands (NFS) and resources, commercial filming & photography require a Special Use Permit issued by the District Ranger.

Prior to the issuance of the permit, the Forest Service will determine if there are any environmental concerns in the proposed shoot location. The Forest Service may deny permits for filming that depict practices prohibited on NFS lands (i.e. operating vehicles off of road, maintaining an illegal campfire, littering, etc.).

The Forest Service encourages use of environmental messages and depiction of environmentally sound practices in connection with the filming. Staff will work with the film producers on ways to incorporate such messages and practices in a manner consistent with the production.

Obtaining a Location and Permit:

The production company should contact the Inland Empire Film Commission describing the type of location desired and the activity or effect to be captured on film. They may suggest areas that have the desired "look" saving the company hours of scouting or may refer the production company to the District Office for more detailed assistance. Once a location is chosen, obtain the permitting information from the Inland Empire Film Commission.

Insurance:

The Special Use Permit requires that the permit holder indemnify the United States against any liability arising from the use or occupancy of NFS lands. The permit requires the holder to have their insurance company name the United States Government as an additionally insured party. The minimum required liability coverage shall be as follows: 1) General liability, each occurrence - \$300,000; 2) Property damage (each occurrence) - \$25,000; 3) Death or injury (to one person) - \$100,000; and 4) Death and injury (to more than one person) - \$300,000. A copy of a Certificate of Insurance **and** a letter of endorsement (ISO form # CG-20-12-07-98 or equivalent) will be required prior to the issuance of the permit. In the event that aircraft will be used, an **additional** Certificate of Insurance **and** Letter of Endorsement, naming the United States Government as additionally insured, in the amount of \$10 million is required (see "Aircraft" for regulations). **NO HAND-WRITTEN CERTIFICATES OR ENDORSEMENTS WILL BE ACCEPTED.**

The following clauses must be shown ***verbatim*** on the Certificate or Binder and the Letter of Endorsement::

In the Certificate Holder Box: **"USDA, Mountaintop Ranger District, San Bernardino National Forest, P.O. Box 290, Fawnskin, CA 92333."**

In the Description of Operations Box: **"It is understood and agreed that the United States Government, in care of USDA, Mountaintop Ranger District, San Bernardino National Forest, P.O. Box 290, Fawnskin, CA 92333, is additionally insured solely as respects liability arising from the operations of the named insured." And, "It is understood and agreed that the coverage provided under this policy will not be cancelled or its provisions changed or deleted before thirty (30) days written notice to the United States Government, in care of the USDA, Mountaintop Ranger District, San Bernardino National Forest, P.O. Box 290, Fawnskin, CA 92333."**

On the Letter of Endorsement: **"USDA, Mountaintop Ranger District, San Bernardino National Forest, P.O. Box 290, Fawnskin, CA 92333." And, "It is understood and agreed that the United States Government, in care of USDA, Mountaintop Ranger District, San Bernardino National Forest, P.O. Box 290, Fawnskin, CA 92333, is additionally insured solely as respects liability arising from the operations of the named insured." And, "It is understood and agreed that the coverage provided under this policy will not be cancelled or its provisions changed or deleted before thirty (30) days written notice to the United States Government, in care of the USDA, Mountaintop Ranger District, San Bernardino National Forest, P.O. Box 290, Fawnskin, CA 92333."**

Fees:

Permit fees are based on the number of production employees and dates required for the shoot. All fees are due and payable, by check or money order, prior to filming. We recommend that you *U.S.P.S. Express Mail* a check or money order for the total amount of the permit application to **Betty Hartenstine, USFS, Mountaintop Ranger District, P.O. Box 290, Fawnskin, CA 92333** or Next Day Air, *Via UPS, FedEx, Etc.*, to **Betty Hartenstine, USFS, Mountaintop Ranger District, 42300 North Shore Drive, Fawnskin, CA 92333**. Please call us at (951) 779-6700 for your total.

Still Photography

1-10 persons: \$ 50.00/day
 11-30 persons: \$150.00/day
 31+ persons: \$250.00/day

Motion Picture, Television, Video

1-10 persons \$150.00/day
 11-30 persons \$200.00/day
 31-60 persons \$500.00/day
 61+ persons \$600.00/day

Cost Recovery:

In order to respond to the needs of the industry, it is necessary for our representatives to put aside their normal work to process permit requests and conduct studies that may be needed to facilitate the use of an area.

In some cases, a Forest Officer or a third party monitor may be assigned to the production as a monitor to insure resource protection and public safety. The monitor will act as the District Ranger's representative approving or disapproving requests that may occur during filming. The monitor also has the authority to suspend operations for non-compliance.

The production company will pay expenses incurred by the Forest Service through Cost Recovery, depending on the amount of time necessary to process the permit application and monitoring if needed. (Processing and Monitoring are assessed separately.) All Special Use Permits for filming on the National Forest are subject to Cost Recovery. The minimum charge in addition to the permit fees above is \$115.

2012 Processing and Monitoring Fee Schedule		
Fee Category	Hours	Rate
1 (Minimal Impact)	>1 and up to and including 8	\$115
2	> 8 and up to and including 24	\$403
3	> 24 and up to and including 36	\$760
4	> 36 and up to and including 50	\$1,089
5 (Master Agreement)	Varies	As specified in the agreement
6	> 50	Full reasonable costs, except MLA Full actual costs (MLA)

Public Access:

Public access to the set may be restricted during rehearsals and actual filming periods. However, the closure of any area to the general public be considered on a case-by-case basis. The needs of Forest visitors must be considered when planning activities. Special Use Permits do not grant exclusive use.

Filming Schedules:

Filming may be restricted on weekends between 5:00 pm on Fridays and 6:00 am on Mondays.

Filming may not be allowed on holidays. Night filming will be considered on a case-by-case basis. Generally, night shooting will be restricted if residents of nearby campgrounds or private residences will be disturbed by noise, light, and other related filming activity.

Special Effects:

Pyrotechnics, use of weapons, temporary construction, etc. will be considered on a case-by-case basis. All special effects must be approved prior to filming. In some cases, Forest Officers and/or fire suppression equipment will be required (See Collection Agreements).

Vehicle Operation:

- All roadways are to be kept open to the public.
- During filming, a road may not be closed for an extended period of time.
- Emergency traffic is allowed through at all times.
- Vehicles are not allowed off of legal roads. (Roads not shown on the Forest map are often illegal and cannot be used.)
- Parking areas will be determined prior to the shoot. Parking can be extremely limited and the use of shuttle vehicles is encouraged.

Winter Road Closures:

The following roads are closed to all vehicular travel: 2N08, 2N10, 2N13, 2N27, 2N93, and 3N09. Gates are used to close these roads in order to protect the road surface and to provide non-motorized winter recreation activities. Other roads, although not closed, are not maintained during the winter season and may be impassable.

Aircraft:

Flight operations, flight paths, and landing zones must be approved in advance. Tail numbers, make, model, color, frequency monitored, etc., will be provided to the Federal Interagency Communication Center. A FAA approval, in writing, is also required. See "Insurance" for additional insurance requirements. A Forest Service monitor (at the expense of the production company) will be required for any production using aircraft. The company will provide direct radio communication between the aircraft and the monitoring ranger. All Federal and State aircraft regulations apply.

Representative:

A bona fide representative of the production company must be on the location at the time of the shoot. This representative is responsible for following the permit terms as well as any special direction required by the District Ranger.

Credits:

We **require** credit be given as follows:

"Filmed on location in the San Bernardino National Forest."

And Special thanks be given as follows:

"Mountaintop Ranger District – Big Bear"

and

"Inland Empire Film Commission"

Who to Contact:

The Inland Empire Film Commission will be handling the permit process for the US Forest Service – Mountaintop Ranger District. The Inland Empire Film Commission also processes permits for San Bernardino County, the City of Big Bear Lake and is helpful with crews, services, locations, and other information you may need. You can reach them via phone, (909) 888-9011, via email, info@filminlandempire.com, or via their website, www.filminlandempire.com.

The United States Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political belief, sexual orientation, and marital or familial status.

SOUTHERN CALIFORNIA NATIONAL FORESTS
 Angeles, Cleveland, Los Padres, San Bernardino
 PHOTOGRAPHY/FILMING REQUEST

Date of Application:	Project Title:	
Company:	Primary Contact/Title:	
Address:	Phone:	C-phone:
	Backup Contact/Title:	
Phone:		
FAX:	Phone:	C-phone:
FedEx#:		

I. PRODUCTION INFORMATION:

Date of Production:
TYPE: ___ Still Photography ___ Commercial ___ TV Movie ___ TV Episodic ___ Feature Film ___ Music video ___ Corporate Video ___ Student Film ___ Other

PROPOSED LOCATION(S) (include Thomas Brothers or Forest map reference):
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Total people on set (cast, crew, contractors, etc.)
Numbers and types of vehicles
Set Up (date, length of time, time of day)
Filming (start/stop)
Breakdown & Restoration (start/stop)
Alternate filming date(s)

STUNTS/SPECIAL EFFECT PROPOSED: ___ Pyrotechnics ___ Hazardous Materials ___ Wild Animals ___ Riparian Area ___ Developed Recreation Site ___ Other Describe:

Special Request Information: ___ Weather ___ Wilderness ___ Use of Aircraft (type, time of day, flight path) _____

II. DESCRIPTION OF ACTIVITY: (including map of area, proposed ground disturbing activities, narratives, and story boards)

III. MISCELLANEOUS:

Action involving vehicles and/or equipment:

Props proposed:

Traffic and safety control/special closure measures needed (have you obtained permission to use improvement not owned by or under the jurisdiction of the United States Government, i.e. structures, roadways, etc.)

Aircraft: Tail number _____ Pilot's name _____ Frequency monitored _____

TO BE COMPLETED BY FOREST SERVICE:

Fees:

Processing fee:

Photography/filming fee:

Unique site fee:

Total Permit fee:

Collection Agreement:

Certificate of Insurance:

Property Owner Permission Req'd: yes no

Road Encroachment Permit Req'd: yes no

Fire/Safety Plan Req'd: yes no

NEPA Needed: yes no

Information gathered by:

Date:

FEE SCHEDULE:

Still Photography:

1-10 persons \$50/day

11-30 persons \$150/day

31+ persons \$250/day

Filming:

1-10 persons \$150/day

11-30 persons \$200/day

31-60 persons \$500/day

61+ persons \$600/day

Authorization ID: _____
Contact ID: _____
Expiration Date: _____
Use Code: _____

FS-2700-25 (02/99)
OMB NO. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE
Forest Service
TEMPORARY SPECIAL - USE PERMIT
(FSH 2709.11, sec. 54.6)**

AUTHORITY:

PL106-206, Act of May 26, 2000

_____ hereinafter called the Holder, is hereby authorized to use, subject to the terms and conditions of this permit, National Forest System land identified within the unit area and described as _____ as shown on the attached Exhibit(s). This authorization covers approximately ____ acres and/or ____ miles.

The holder is authorized to conduct the following activities and/ or install the following temporary improvements on the permitted area: _____

VEHICLES TO REMAIN ON ROADS. NO OFF-ROAD TRAVEL PERMITTED EXCEPT IN DESIGNATED AREAS.
NO BLOCKING OR IMPEDING OF TRAFFIC ALLOWED.

TERMS AND CONDITIONS

1. Use under this permit shall begin on _____ and end on _____. The permit shall not be extended.
2. The fee for this use is \$ _____. It shall be paid in advance and is not refundable.
3. The holder shall conduct the authorized activities according to the attached approved plans and specifications, Exhibits A.
4. The holder shall not install any improvements not specifically identified and approved above.
5. No soil, trees, or other vegetation may be destroyed or removed from National Forest System lands without specific prior written permission from the authorized officer.
6. The holder shall comply with all Federal, State, county, and municipal laws, ordinances, and regulations which are applicable to the area or operations covered by this permit.
7. The holder shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer. The holder shall fully repair and bear the expense for all damage, other than ordinary wear and tear, to National Forest System lands, roads and trails caused by the holder's activities.
8. The holder has the responsibility of inspecting the use area and adjoining areas for dangerous trees, hanging limbs, and other evidence of hazardous conditions which would pose a risk of injury to individuals. After securing permission from the authorized officer, the holder shall remove such hazards.
9. The holder shall be liable for any damage suffered by the United States resulting from or related to use of this permit, including damages to National Forest resources and costs of fire suppression.
10. The holder shall hold harmless the United States from any liability from damage to life or property arising from the holder's occupancy or use of National Forest lands under this permit.
11. The holder agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the holder of the privileges thereof.
12. This permit is subject to all valid existing rights and claims outstanding in third parties.
13. This permit may be revoked upon breach of any of the conditions herein or at the discretion of the authorized officer. Upon expiration or revocation of this permit, the holder shall immediately remove all improvements except those owned by the United States, and shall restore the site within _____ (number) day(s), unless otherwise agreed upon in writing. If the holder fails to remove the improvements, they shall become the property of the United States, but that will not relieve the holder of liability for the cost of their removal and restoration of the site.
14. This permit is a license for the use of federally owned land. It does not grant any interest in real property. This permit is not transferable. The holder shall not enter into any agreements with third parties for occupancy of the authorized premises and improvements.
15. Appeal of any provisions of this permit or any requirements thereof shall be subject to the appeal regulations at 36 CFR, Subpart C, or revisions thereof.

16. This permit is accepted subject to the conditions set forth herein, condition(s) 18-19 and Exhibit(s) A attached to and made a part of this permit.
17. The above clauses shall control if they conflict with additional clauses or provisions.
18. Nondiscrimination in Employment and Services. Use this clause in all concession authorizations.

During the performance of this authorization, the holder agrees:

1. In connection with the performance of work under this authorization, including construction, maintenance, and operation of the facility, the holder shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. (Ref. Title VII of the Civil Rights Act of 1964, as amended).
2. The holder and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex, national origin, age, or disability, by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. (Ref. Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments, and the Age Discrimination Act of 1975).
3. The holder shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this authorization.
4. When furnished by the Forest Service, signs setting forth this policy of nondiscrimination will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.
5. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States of the State in which the breach or violation occurs.

19. Advertising.

The holder, in advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the San Bernardino National Forest shall be made readily apparent in all of the holder's brochures and print advertising regarding use and management of the area and authorized facilities.

I have read and understand the terms and conditions and agree to abide by them.

U. S. DEPARTMENT OF AGRICULTURE
Forest Service

By: _____
(Signature)

By: _____
(Signature)

Address: _____

Name: Scott Tangenberg

Title: DISTRICT RANGER
(Authorized Officer)

Phone # _____

Date: _____

Date: _____

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082.

This information is needed by the Forest Service to evaluate requests to use National Forest System lands and manage those lands to protect natural resources, administer the use, and ensure public health and safety. This information is required to obtain or retain a benefit. The authority for that requirement is provided by the Organic Act of 1897 and the Federal Land Policy and Management Act of 1976, which authorize the Secretary of Agriculture to promulgate rules and regulations for authorizing and managing National Forest System lands. These statutes, along with the Term Permit Act, National Forest Ski Area Permit Act, Granger-Thye Act, Mineral Leasing Act, Alaska Term Permit Act, Act of September 3, 1954, Wilderness Act, National Forest Roads and Trails Act, Act of November 16, 1973, Archeological Resources Protection Act, and Alaska National Interest Lands Conservation Act, authorize the Secretary of Agriculture to issue authorizations for the use and occupancy of National Forest System lands. The Secretary of Agriculture's regulations at 36 CFR Part 251, Subpart B, establish procedures for issuing those authorizations.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Public reporting burden for collection of information, if requested, is estimated to average 1 hour per response for annual financial information; average 1 hour per response to prepare or update operation and/or maintenance plan; average 1 hour per response for inspection reports; and an average of 1 hour for each request that may include such things as reports, logs, facility and user information, sublease information, and other similar miscellaneous information requests. This includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

EXHIBIT A
OPERATING PLAN

The following terms must be met for this authorization to remain in effect:

1. This authorization is not to be interpreted as exclusive to the production company. The roads near the areas occupied are to remain open to public travel. Fire and other emergency vehicles going into or out of the areas under this authorization will always be given immediate access.
2. This authorization is contingent upon the holder acquiring all necessary permits and /or permission from affected agencies (CALTRANS, CA Highway Patrol, County of San Bernardino, FAA, BB Municipal Water District, City of Big Bear Lake, etc.) or private landowners.
3. Use of fire and prevention:
 - a. CAMPFIRE – Campfires are not authorized.
 - b. SMOKING – Smoking will be permitted within enclosed vehicles only while traveling. Outside of vehicles, individuals must clear an area three feet in diameter to mineral soil. All cigarettes must be extinguished and buried in mineral soil before leaving any smoking area.
 - c. PARKING – To prevent a wild land fire due to hot exhaust, vehicles must be parked in areas predetermined by the Forest Service or in cleared areas free of flammable materials. Access to all Forest Service system roads must be kept clear at all times. Staging or off-site parking must be approved in advance.
 - d. FIREWORKS – No fireworks or other incendiary devices shall be brought onto or used on any National Forest lands within the boundaries of the San Bernardino National Forest.
 - e. SPARK ARRESTERS AND MUFFLERS – A muffler or spark arrester satisfactory to the authorized officer shall be maintained on the exhausts of all vehicles or other internal combustion engines used in connection with this authorization.
4. Avoid all destruction, defacement, or carving of trees, shrubs and all natural features. Use no boughs for beds or shelters. Collecting live plant material is forbidden except by special permit from the Forest Service.
5. The Permittee shall protect the scenic aesthetic values of the area under this authorization and adjacent land as far as possible with the authorized use, during construction, operation and maintenance of the production site.
6. The Permittee shall take reasonable precautions to prevent pollution of or deterioration of the lands or water that may result from the exercise of the privileges extended by this permit.
7. Trash and garbage will be removed from the site and dispose of at the Doble Dump.
8. Signs are not to be nailed to or hung from trees or other vegetation. Directional signs will be removed at the close of production.
9. An authorized agent of the company must be on site throughout the shooting.

Applicant Signature _____

Date _____



**UNITED STATES FOREST SERVICE
BIG BEAR RANGER DISTRICT
ANIMAL STIPULATIONS FOR COMMERCIAL FILMING**

1. Animals not endemic to the area shall be under the control of **qualified handlers at all times**. Animals shall **NOT** be allowed to feed on natural vegetation.
2. Permittee is responsible for providing appropriate feed and water for the animals. Plant-eating animals shall be fed non-germinating pellets or certified weed-free hay for two days prior to filming **AND** during filming on USFS lands. Animals will be either tied to a parked vehicle; contained in a free standing fenced corral; and/or housed within a trailer in a parking area or road, when not in use.
3. All animal “waste” shall be removed from USFS lands on a daily basis. Transmission of diseases from domestic animals to wildlife will be avoided through appropriate action (vaccines, avoidance of contact, etc).

Permittee acknowledges, by signing below, that he/she knows, understands and accepts the terms and conditions under which this permit is issued.

Permittee Signature

Animal Wrangler Signature

Permittee Name (please print)

Animal Wrangler Name (please print)

Title

Date

Date

Address

City, State, Zip

Phone number