



PORT ARTHUR HISTORIC SITE MANAGEMENT AUTHORITY

## FILMING AGREEMENT

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_

BETWEEN Port Arthur Historic Site Management Authority a body corporate established pursuant to the provisions of the Port Arthur Historic Site Management Authority Act 1987 (hereinafter called "the Authority").

AND \_\_\_\_\_  
(hereinafter called "the contractor")

### Definitions

'Filming operations' - includes all filming, preparatory work and dismantling or rehabilitation work

### 1.0 Pre-requisites to Filming

- 1.1 The contractor must provide the following before filming begins:
  - a) A precis of the material content or subject of the film.
  - b) A comprehensive schedule including accurate information on crew arrival times, filming times and other requirements must be given to the Authority at least two weeks before filming is to commence. It is expected that this schedule is adhered to except in the case of such events as wet weather; however, such contingencies should be catered for in planning.
  - c) All special effects or action sequences or other special requirements including construction of props or filming structures, use of plant and equipment, must be explained in writing and then authorised by Authority prior to the commencement of filming.
- 1.2 Electric power provisions on site are limited. Prior to the commencement of filming the Contractor should investigate the possible need to provide additional power, subject to approval by the Authority.
- 1.3 The producers will be obliged to place the following in the credits, where credits are given;

**Produced with the assistance of the  
Port Arthur Historic Management Authority**

or

**Filmed on location at the Port Arthur Historic Site, Tasmania**

as well as acknowledge copyright of any material which is not copyright of the Authority.

## **2.0 Access and Hours of Operation**

- 2.1 Unless specific approval has been granted, and arrangements have been made to facilitate such action prior to arrival of the crew at the site, all vehicles are to be parked in the approved car park. Vehicles and plant equipment such as cherry pickers are not permitted to leave tracks and roads.
- 2.2 Standard business and staffing hours are 8.30am to 5.30pm. Evening tours and activities continue until 11pm and may necessitate sound and light restrictions for filming, depending on location.

## **3.0 General Conditions**

- 3.1 The Contractor must meet their obligations in regard to copyright legislation. This may have particular bearing on filming/photographing artefacts which are on loan to the Authority and for historic photograph reproduction.
- 3.2 Unless specific approval has been granted, and arrangements have been made to facilitate such action prior to arrival of the crew at the site, all equipment and props must be removed from historic buildings when not being used.
- 3.3 No adhesive material or like substance is to be affixed to any surface within buildings or surrounds. No paint or marking is to occur on any surface.
- 3.4 All equipment that may come into contact with the surface of any historic fabric must be rubber backed, padded or be placed on suitable material so as to protect surfaces from any damage or marking, particularly inside buildings.
- 3.5 No fittings, artefacts, furnishings or objects can be moved without the express permission of the curatorial staff.
- 3.6 Heat and fading damage are caused by high wattage lamps and therefore all indoor lighting is subject to the approval of curatorial staff. There is a preference for all filming to utilise natural/available light. It is up to the curator to determine if the light levels are too high and likely to damage or fade any surface or artefact.

- 3.7 Generally, light levels for Tungsten and Tungsten-Halogen lamps are not to exceed 1,000 lux for any historic artefact in the field of artificial light.
- 3.8 Illumination must be for minimum time, that is, only during film exposure, rehearsals and setting up of lights.
- 3.9 There is to be no disturbance of the ground or landscape without prior approval due to sensitive archaeological deposits. No additional structures of any sort are to be erected within or without buildings without prior authorisation.
- 3.10 The Contractor shall be responsible for ensuring adequate safety provisions are in place to protect persons and property around the area in which they are executing works in relation to this Agreement.

#### **4.0 Behavioural Conduct and Material Content**

- 4.1 The conduct of all crew, cast and contractors engaged by the Contractor for the film is the responsibility of the Company Representative or Location Manager. The Authority reserves the right to determine appropriate levels of attire and conduct during filming commensurate with community standards where the image of Port Arthur Historic Site may be compromised.
- 4.2 The Authority also reserves the right to refuse application on the grounds of the moral or political content of the film.
- 4.3 The Isle of the Dead is a cemetery and should be respected as such. All people must stick to paths to avoid unnecessary walking over an area laden with unmarked graves.
- 4.4 Similarly, the sites of the shootings of April 28th 1996 (including the ruin of the Broad Arrow Cafe) should be respected. Any filming associated with the events of 28 April must be identified within the schedule/description of the film, and may be refused under 4.2.
- 4.5 No smoking, drinking or eating is permitted within buildings or on verandahs.

#### **5.0 Completion of filming**

- 5.1 On completion of filming an authority representative together with the location manager will inspect all areas used will make a condition report which includes a record of any damage attributable to the filming. The location manager is to countersign the record.

## 6.0 Insurances and Indemnities

- 6.1 Prior to commencing filming, the contractor shall take out or maintain the current following insurance:
- a) Public risk insurance to cover liability for personal injury or death or property damage arising from any act or omission of the Contractor for an amount not less than ten million dollars (\$ 10,000,000). A Certificate of Currency is to be attached with this agreement.
  - b) Professional Indemnity cover to a value of \$10,000,000
  - c) Workers compensation insurance to cover the contractor against any liability imposed by statute.
- 6.2 The Contractor shall indemnify the Authority against any loss or damage to properly howsoever arising from any act or omission of the Contractor. This shall include, but not be limited to, any damage to building fabric, furnishings, artefacts and landscaping.

## 7.0 Payment of Fees

- 7.1 Payment to be made prior to the commencement of filming.
- 7.2 The Authority may require a bond, where filming is occurring within historic buildings or there is otherwise a risk of damage to site fabric. The bond will be returned subject to the outcomes of 5.1.

## 8.0 Liaison

- 8.1 The Authority will nominate a Liaison Officer prior to the commencement of filming. All enquiries or requests should be directed to the Liaison Officer.
- 8.2 During all filming operations, the Liaison Officer or a delegated representative must be present, and the Contractor shall comply with all directions issued by the Liaison Officer or their representative.
- 8.3 If set-up or filming is to occur in more than one place then the company may be charged to cover the costs of rostering an additional Liaison Officer or delegate. The Liaison Officer is not to act as a 'middleman' or 'gofer'. While the site Resource Centre may be consulted for information, the Contractor is responsible for undertaking its own research. All labour, materials and equipment required for filming is to be provided by the Contractor. Any costs to the Authority not specifically covered in the original fee will be billed to the Contractor.
- 8.4 A briefing session will take place every morning, preceding the shoot, to update the Liaison Officer on any changes to the given schedule such as wet weather



contingencies. If there are major changes to the approved schedule then Authority approval may first be required prior to changes being implemented.

### 9.0 The Public

- 9.1 Unless specific approval has been granted, and arrangements have been made to facilitate such action prior to arrival of the crew at the site, the filming is not to interfere with the general access or enjoyment of site visitors.
- 9.2 The Contractor has no authority over visitors, who are paying guests as is the Contractor. All directions to visitors shall be made by the Liaison Officer.
- 9.2 Filming of the public and or staff members must be in accordance with the appropriate statutes governing privacy. Filming of persons in grief or mourning is not permitted.

### 10.0 Special Conditions

The following special conditions apply:

- The contractor shall supply PAHSMA a DVD copy of the final material as soon as practicable after filming is undertaken.

### EXECUTED AS AN AGREEMENT

The agreed fee for this project, based on the fee schedule, is \$\_\_\_\_\_ per day

The agreed Supervision fee is \$\_\_\_\_\_ per day

The agreed bond for this project is \$\_\_\_\_\_

**I hereby agree to abide by the conditions of this agreement.**

Signed..... Date .. ..!

On behalf of \_\_\_\_\_

Signed ..... Date .. ..!

On behalf of the Port Arthur Historic Site Management Authority