

Providing Advice and Support for Museums in Yorkshire & the Humber

Museum Development Yorkshire IPR Advice Sheet 10

Filming Contract Template

FILMING CONTRACT TEMPLATE

[INSERT MUSEUM NAME, ADDRESS AND LOGO]

Instructions for use/notes:

This template can be adapted and customised for use. It provides the basic terms and conditions for filming by third parties. Ideally, a signed copy of the licence should be retained by the organisation issuing the licence, as well as one retained by the client for further reference.

FILMING AT [INSERT NAME OF VENUE] "the Museum" - AUTHORISATION

<ul style="list-style-type: none">company name		<ul style="list-style-type: none">film/project title	
<ul style="list-style-type: none"><ul style="list-style-type: none">address		<ul style="list-style-type: none">commissioned by	
		<ul style="list-style-type: none"><ul style="list-style-type: none">producer/director	
<ul style="list-style-type: none">postcode		<ul style="list-style-type: none">contact name	
<ul style="list-style-type: none">tel /email		<ul style="list-style-type: none"><ul style="list-style-type: none">tel / email	
		<ul style="list-style-type: none">names of all crew attending (no additions to be admitted on the day)	1.
<ul style="list-style-type: none">date of filming session			2.
<ul style="list-style-type: none"><ul style="list-style-type: none">arrival time (session commences)			3.
<ul style="list-style-type: none"><ul style="list-style-type: none">departure time (session terminates)			4.
			5.
			6.

Museum items to be filmed [insert accession numbers where possible]

Locations within museum for filming during this session [insert room numbers or area descriptions]

Non-collection items to be filmed

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 @ 17.5%	
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.

[INSERT MUSEUM NAME, ADDRESS AND LOGO]

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 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. PAT.
4. Cool lights must be used, up to and not exceeding 1000 lux.

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5. No set lighting is allowed within 2m of any painting, bust, photograph or its frame.
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" of the introductions 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. Request 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.



AUTHORISATION

17. I confirm the specifications above. 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.

signed.....

dated.....

on behalf of The Company

signed.....

dated.....

(agreed on behalf of [insert name of museum])

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