FILMING AND PHOTOGRAPHING GUIDELINES ON THE CHICAGO TRANSIT AUTHORITY

CTA IN BRIEF

The Chicago Transit Authority (CTA) provides bus and rail service to Chicago and 40 surrounding suburbs. On an average weekday, 1.5 million rides are taken on the CTA. The CTA operates the nation's second largest public transportation system with over 2,100 buses and 1,190 rapid transit rail cars.

The CTA is an integral part of Chicago's image and history. Our elevated rapid transit train (the 'L') has been featured in over 200 movies, television programs, print ads, commercials and documentaries. Our historic 'L', which dates back to 1892, shows that your project was filmed on location in Chicago.

THE CTA OFFERS:
(Based on availability)

Product and Props:

- The 'L'. There are four styles of train cars available. The 'L' (subway & elevated trains) can be filmed not only in downtown Chicago but also in many of Chicagoland's residential neighborhood areas.
- Buses. There are seven styles of buses currently in use; the oldest bus was manufactured in 1990. Vintage buses may be available for period pieces based on operational level of buses.
- Props. Bus stop signs, public information signage and literature.

Location and Settings

- Subway & elevated rail stations and platforms
- Bus stops, Bus shelters (restrictions may apply)
- Other CTA facilities

Personnel

- Supervisory staff to assist with your filming needs
- Other personnel as needed

HOW DO YOU GET STARTED?

1. Contact the CTA's Film Coordinator Joyce Shaw **(at least two weeks in advance)** to discuss your project at (312) 681-4131 or via e-mail at jshaw@transitchicago.com.

2. Fax a Letter of Intent, along with your script, storyboard or concept detailing how and when you want to use our services to: (312) 681-4197.

3. Attend a pre-production meeting will be held at CTA's General Offices with you and CTA representatives to discuss your plans and how we can accommodate them in compliance with the CTA's regulations and safety requirements.

4. Requests made less than two weeks in advance are subject to postponement until adequate CTA manpower is available.

REQUIREMENTS TO FILM:

1. Provide Proof of Appropriate Insurance Coverage:

You must submit evidence of required insured coverage as outlined below is required at least **72 hours prior to production.** **See form on the last page of the Guidelines' section.**

Evidence of coverage must be provided via one of the following:

a) **CTA Certificate of Coverage on the attached CTA approved form**. (Only an authorized representative of the insurance company, an agent, broker, or underwriter may complete the CTA Certificate of Coverage
b) Certified copy of the insurance policy
c) Insurance binder

All notices and documents pertaining to insurance must be mailed to:

Ms. Tamika Press
Benefits Coordinator, Risk Compliance
Chicago Transit Authority
P.O. Box 7555
Chicago, IL 60680-7555

Please also fax a copy to Tamika Press at (312) 681-3195 and Joyce Shaw (312) 681-2795

Proof of Insurance must include the following coverage and conditions:

A. WORKERS COMPENSATION

Coverage A: Statutory: In form and in accordance with the laws of the State of Illinois.
Coverage B: Employers Liability:

$500,000	Bodily Injury by Accident
$500,000	Bodily Injury by Disease, Each Employee
$500,000	Bodily Injury by Disease, Policy Limit

B. COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY

$2,000,000	General Aggregate (Per Location)
$1,000,000	Personal Injury and Advertising Injury
$1,000,000	Per Occurrence

The Commercial General Liability policy shall include, without limitation: (i) Broad Form Contractual Liability, (ii) Premises/Operations, including deletion of explosion, collapse and underground (XCU) exclusions, (iii) Broad Form Property Damage, (iv) Personal Injury Liability, with employee and contractual exclusions deleted, (v) Severability of Interest and Cross Liability endorsement and (vi) Requestor expressly agrees to waive, and will require its insurer to waive, its rights, benefits and entitlement under the "Other Insurance" clause of its Commercial General Liability policy, with respect to the CTA.

C. AUTOMOBILE LIABILITY

$1,000,000	Combined Single Limit (Bodily Injury and Property Damage)

D. RAILROAD PROTECTIVE LIABILITY (RPL)
(RPL is not necessary in most productions — CTA's Benefit Services will determine need based on scope of work)

If any work is to be performed within fifty (50) feet of rail right-of-way:

1. The CGL policy exclusion for coverage of work within fifty (50) feet of rail right-of-way must be deleted by endorsement to the CGL policy, <u>or</u>
2. Railroad protective insurance may be provided.

- The CTA must be named as an Additional Insured and Certificate Holder. Coverage shall be primary and non-contributory.

- All insurance carriers must be acceptable to the CTA. All insurance companies shall have at least a B+ VII POLICY HOLDER RATING, or better, by the A.M. Best Co., Inc. Insurance companies with lower ratings will not be accepted. Carriers licensed to do business in the State of Illinois must issue all insurance.

- To the extent permitted by law, the Requestor and its insurers waive all rights of subrogation against the CTA.

- The insurance to be carried shall in no way be subject to limitations, if any, expressed in the indemnity section of the General Conditions (or any statutory, judicial or common law limitations).

The CTA reserves the right to require additional insurance coverage and/or limits based on the nature and extent of the project

2. Completion of Appropriate CTA Contracts:

a) Right of Entry; Bus/Train Rental Agreement; or Bailment Agreement signed by an authorized signatory of your company - **48 hours prior to production**.
b) The authorized signatory must be vice president level or above (president, owner, co-owner, partner etc.)

3. CTA's Image:

The Chicago Transit Authority (CTA), its employees or agents, must not be presented in a negative light. In general, filming and photography must not portray public transportation as an unsafe and dangerous environment. Filming must not include scenes that contains the following: suicide, attempted suicide by train, pushing to track level; re-creation of real life traumatic and violent events (e.g. subway crash, murders); scenes which endanger others through potential copycat action and explicit scenes such as sexual activity or assault on transit property or any other behaviors or activities that CTA deems inappropriate.

<u>CTA's AVAILABLE HOURS:</u>

Filming and photography work on CTA property and vehicles is possible on weekends; however, filming is limited to the non-rush hour periods during weekdays, as follows:

Monday - Friday: 9:30 a.m. through 3:00 p.m. and 7:00 p.m. through 5:00 a.m.

Note: Further restrictions may apply to certain locations or during special events.

COSTS: *

- **Location/Right of Entry Fee (ROE)**
  The ROE pertains to public-use facilities only, such as train platforms and terminals, not bus garages and other CTA facilities. The CTA's ROE fee is $2,000 per day, per location.

- **Vehicles (Rental is only available during non-rush hour periods)**
  Travel time to and from site must be included in total rental time. Rental time begins the moment the vehicle leaves its bus garage/train yard until it returns.

  - **Basic Bus Rental Costs** – Rates are based on a four (4) hour minimum.

  - **Basic Train Rental Costs** – Hourly rates are available.
    Rail cars are married pairs that cannot be uncoupled. Rentals are in increments of two, four, six, or eight rail cars only.

- **Supervisory Personnel**
  Supervisors must be present for all projects. They are paid for eight (8) hours at time and a half (their hourly rate x 12 hours) whether they work one (1) hour or eight (8) hours.

- **Other Personnel**
  Customer Assistants, Electricians, Laborers, Carpenters, Sheet metal workers etc. may be necessary based on your needs. Their labor costs will be determined at pre-production meeting.

PAYMENT:

At the pre-production meeting an estimate of your costs will be determined. A cost estimate will be given to you upon request. The CTA requires a deposit in the amount of two times the estimated costs to cover the possibility of cost overruns. This deposit is required prior to the start of your project. A refund of unused funds will be returned within 20 working days.

We look forward to working with you and being able to give you the "star" treatment!

*Costs subject to change without notice.

Issue Date: _____

INSURANCE CERTIFICATE OF COVERAGE

Named Insured: _____ RFP#: _____

Specification #: _____

Project #: _____

Contract #: _____

Address: _____
(NUMBER & STREET)

_____
(CITY) (STATE) (ZIP)

Description of Operation/Location	

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the Chicago Transit Authority. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the Chicago Transit Authority at the address shown on this Certificate. This certificate is issued to the Chicago Transit Authority in consideration of the contract entered into with the named insured, and it is mutually understood that the Chicago Transit Authority relies on this certificate as a basis for continuing such agreement with the named insured.

Type of insurance	Insurer Name	Policy Number	Policy Period	Limits of Liability All Limits in Thousands
Commercial General Liability ☐ Occurrence ☐Claims made ☐Premise-Operations ☐Explosion/Collapse Underground ☐Products/Completed Operations ☐Blanket Contractual ☐Broad Form Property Damage ☐Independent Contractors ☐Personal Injury ☐Pollution **Commercial General Liability Form #: CG 00 01 _____**				Each Occurrence $_____ General Aggregate $_____ Products/Completed Operations Aggregate $_____
Automobile Liability (Any Auto)				Each Occurrence $_____
Excess Liability ☐Umbrella Liability				Each Occurrence $_____
Workers' Compensation and Employer's Liability				Statutory/Illinois Employers Liability $_____
Builders' Risk/Course of Construction				Amount of Contract $_____
Professional Liability				$_____
Owner Contractors Protective				$_____
Other				_____

a) Each insurance policy required by this agreement, except policies for workers' compensation and professional liability, will read: "The Chicago Transit Authority is an additional insured as respects to operations and activities of, or on behalf of the named insured, performed under contract with or permit from the Chicago Transit Authority."

b) The General, Automobile and Excess/Umbrella Liability Policies described provide for separation of insureds applicable to the named insured and the CTA.

c) Workers Compensation and Property insurer shall waive all rights of subrogation against the Chicago Transit Authority.

d) The receipt of this certificate by the CTA does not constitute agreement by the CTA that the insurance requirements in the contract have been fully met, or that the insurance companies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Receipt of Notice	Signature of Authorized Representative
Certificate Holder/Additional Insured **Chicago Transit Authority** **Dept. of Purchasing** **P.O. Box 7560** **Chicago, IL 60680**	_____ Agent/Company Address _____ _____ Telephone _____

CTA RISK MANAGEMENT 12/05

Filming/Photography Request

** For Office Use Only**

_____
Signed

_____
ROE/Rental/ROE & Rental

Applicant Information (Please print/type)

Applicant/Company Name: _____

Applicant's Company (if applicable): _____

Address: _____ Apartment/Unit/Suite: _____

City: _____ State: _____ Zip code: _____

Daytime Phone: _____ Fax: _____ Mobile: _____

Event Day On-Site Contact: _____ Phone: _____ Mobile: _____
(If different from Applicant)

Project Category

Please choose one category below that applies to your project:

Category	Example/Description
□ Commercial Filming □ Commercial Photography	Feature films, television/cable programs, advertisements, commercials, etc. used for profit purposes.
□ Non-commercial Filming □ Non-commercial Photography	Personal hobby where the end product is not sold for profit.
□ Not-For-Profit Filming □ Not-For-Profit Photography	Government agencies, social agencies, community groups, etc. projects that are not used for profit.
Not-for-profit organizations must provide proof of incorporation or 501(c) 3 status and mission statement.	
□ Student/Educational Filming □ Student/Educational Photography	High School, college projects and programs that are used for educational purposes.
A letter from a school official verifying the applicant's project is related to required course work.	
□ Artistic Endeavor Filming □ Artistic Endeavor Photography	Literary effort, documentary, or artwork, that is exclusively about CTA. **Will the end product be sold for profit?** □ Yes □ No

Filming/Photo Shoot Information

Name of Production:_____

Date(s) of Shoot: _____ Hours of Shoot: _____

Location(s) Requested: _____ Specific Location(s): _____

Crew Size: _____

Description of Production: (**please attach any script pages, synopsis, concept, or storyboard pertaining to CTA**):

_____

_____

_____

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Provisions and Rules for Right of Entry unto CTA

Payment of the Right of Entry fee, any rental fees, estimated labor costs, proof of appropriate insurance on CTA's approved insurance form, and a security deposit are all required prior to start of production. Labor needs and costs are determined by CTA. Labor costs include bus/rail supervision and any other CTA personnel needed. You are required to have a copy of the executed Agreements at all times while filming or taking photographs on CTA property.

Rush hour projects are prohibited. The rush hour period is defined as Monday through Friday, 6:00 a.m. – 9:30 a.m. and 3:00 p.m. – 7:00 p.m.

All cancellations must be made in writing prior to 12:00 p.m. on the day preceding the scheduled production date. If the event is scheduled for Sunday, then a cancellation notice must be submitted by 12:00 p.m. on the preceding Friday. If cancellation is not received by the Chicago Transit Authority in accordance with the provisions set forth above, then the Applicant will be liable for the labor expenses as set forth in the CTA's Estimate of Cost Statement.

Security Deposits will be refunded within 20 to 30 days of the last day of the event if all rules and restrictions are followed and the CTA vehicles and/or facilities are left clean and without damage. Applicant agrees that the Chicago Transit Authority may retain part or all of the security deposit to cover any costs for additional clean-up or restoration of vehicles or stations due to damage to station property. Applicant also agrees to reimburse the Chicago Transit Authority for any additional costs for clean-up and restoration of vehicles or stations should these costs exceed the amount of the security deposit.

Applicant will indemnify and defend the Chicago Transit Authority, it officials, agents, and employees (the "Indemnities") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action, and expenses that the Indemnities may suffer, incur, or sustain, or for which it or they may become liable, resulting from, arising out of, or relating to any negligence or intentional misconduct by the applicant of the sponsoring organization, its officers, employees, or any person under its control in connection with this project.

Applicant further agrees that the Chicago Transit Authority may retain part or all of the security deposit as a punitive measure if the applicant misrepresents any part of the event as presented in this application, or if the applicant or any party of the applicant's event should fail to abide by the terms of the executed Right of Entry, Rental, Bailee or Labor Costs Agreements, all laws, statutes, ordinances, rules, regulations, codes, and executive orders of the Chicago Transit Authority, the City of Chicago, the State of Illinois, and the United States of America.

I do affirm that all answers given and statements made on this application are full and true to the best of my knowledge and belief. I have read the terms and conditions outlined in this document and agree to abide by them.

_____	_____
Name of Applicant (Please print)	Applicant's Signature
_____	_____
Name of Authorized Signatory for this Production	Title of Authorized Signatory

Form of Payment

Please check the box below to indicate what form of payment will be used.

□ Cash	□ Money Order	□ Cashier's Check	□ Company Check
□ Visa	□ MasterCard	□ Discover	□ Other: _____

Submit Application

Application must be faxed, mailed, e-mailed, or delivered in-person at least **14** days prior to filming or photo shoot to:

In Person
Joyce Shaw
Advertising
Chicago Transit Authority
567 W. Lake, Chicago, IL
Phone: (312) 681-2741

Via Mail/ E-mail/Fax
Joyce Shaw
Advertising
Chicago Transit Authority
P.O. Box 7563
Chicago, IL 60680-7563
E-mail: jshaw@transitchicago.com/ FAX: (312) 681-2795

You will also need to submit the following:

- Payment for Estimated Fee and Security Deposit in-person is preferred.
- Certificate of Insurance on CTA's approved form. All approved Rights of Entry and Rental Agreements require a Certificate of General Liability Insurance that names the Chicago Transit Authority as an "Additional Insured" for a minimum of $1,000,000.

The Chicago Transit Authority will review this request and contact you regarding the status of your application. Please note that acceptance of your application does not guarantee approval. If your application is approved, then the Chicago Transit Authority will issue you an executed copy of one or more of the following: Right of Entry, Rental, Labor Costs, and Bailee Agreements that should be presented on-site at the filming/photo shoot(s) upon demand.