

PROCEDURE AND CONDITIONS FOR FILM SHOOTING IN THE PREMISES / ROLLING STOCK (TRAINS) OF BANGALORE METRO RAIL CORPORATION LIMITED

1.0 Procedure:-

- 1.1 An application shall be made 15 days in advance for Indian nationals and 30 days for foreign nationals along with a detailed script. The persons/parties seeking such permission should clearly specify the locations to be covered, the likely date(s) of coverage, the period of shooting and the purpose for undertaking film shooting. The person/party seeking such permission is hereafter referred as "Applicant" / "Party", wherever necessary.
- 1.2 BMRCL shall scrutinize the detailed script pertaining to the sequences of the feature films/documentary films/features involving BMRCL premises / Rolling Stock (Trains) properly and the detailed programme of shooting.
- 1.3 The script along with locations and programme of shooting shall be examined and checked from the point of view of disturbance to safe/normal working of trains, safety of passengers and protection to BMRCL. It shall be ensured that there is no adverse publicity and BMRCL is not depicted in poor light.
- 1.4 The Applicant will not be allowed to make any changes in respect of the names of the locations, station names, trains, etc. without prior specific permission of the competent authority, i.e. BMRCL. If on the basis of the detailed script it is seen that there are sequences wherein the rolling stocks or the property are likely to get damaged, permission for shooting such sequences should be withheld.
- 1.5 Strict observance to safety and security rules during the shooting should be adhered to. While allowing shooting in the normal run of a train, it may be ensured that shooting with doors isolated (open) / roof tops are not allowed. It has to be ensured further that no inconvenience is caused to the regular passengers.
- 1.6 Shooting is not allowed on tracks without prior specific permission for the same and obtaining power block.
- 1.7 Daytime shooting at crowded stations shall be avoided as far as possible to ensure normal functioning and there is no inconvenience to the commuters.
- 1.8 A liaison officer from Publicity Department shall invariably be with the shooting team to ensure that there are no deviations from the original and accepted script in respect of sequences and the utilization of BMRCL properties (buildings, rolling stocks, tracks, signals, etc) and personnel. BMRCL personnel shall not be involved in film shooting unless prior specific permission is taken from BMRCL Management.

- 1.9 The liaison officer shall also be responsible to ensure that the shooting team adheres to safety and security instructions and there is nothing detrimental to the image of the country or the State or Namma Metro.
- 1.10 The number of persons involved in shooting should be restricted and minimized to avoid passenger inconvenience.
- 1.11 Video shooting for News is permitted free of cost after verbal/written consultation with MD by the Chief Public Relation officer.
- 1.12 Normally shooting should be permitted in Passenger Access (PA) areas only unless specifically approved by any of the Functional Directors or the Managing Director, on the specific request of the applicant. A committee consisting of the Chief Public Relation Officer, General Manager (Operations) and General Manager (Finance) shall approve and the same shall be communicated to the applicant within 7 working days in order to fulfill the conditions laid down by BMRCL for conduct of the film shooting.

2.0 CONDITIONS APPLICABLE TO FILM SHOOTING

- 2.1 A refundable bank guarantee of ₹ 5,00,000/- (Rupees Five Lakh Only) in the form of **Bank Draft or Bank Guarantee in the format at Annexure 'A'** for any possible damage shall be given by the Applicant as a security deposit which is refunded after certification by BMRCL (O& M wing) that no damages or loss to the property or rolling stock has been incurred during the process of film shooting. In case of BG, the same shall be from the branch of an Indian Scheduled Bank, located at Bangalore only.
- 2.2 A **Comprehensive General Liability Insurance** of ₹ 2.5 Crores to cover Metro property, Metro Assets, Metro personnel and its agents, commuters and others is required to be taken by the Applicant at his cost for all possible risks/damage to movable/immovable assets of BMRCL including the staff and the commuters of Bangalore Metro Rail and general public during the film shooting. If the Applicant already has in place a CGL Insurance Cover, he may include the name of BMRCL for an insurance cover of ₹ 2.5 crore. However, if the applicant needs to take a fresh CGL insurance cover for the film shooting in BMRCL premises, then he shall take insurance cover for ₹ 10 lakh only and BMRCL shall cover the rest of the ₹ 2.4 crore as part of its comprehensive CGL and recover the premium therefore from the applicant.
- 2.3 A **License fee** (non refundable) of ₹ 50,000/- (Rupees Fifty thousand only) per hour or part thereof subject to maximum of ₹ 6,00,000/- plus service taxes as applicable shall be charged.
- 2.4 Payment of ₹ 20,000/- (Rupees Twenty thousand only) per hour as **hire charges** for the use of Rolling stocks shall be charged in addition to license fee for its use only after the revenue operation hours of BMRCL . Rolling stock hire charges for use of regular

service is ₹ 40,000/- per hour. The rolling stock is available only between 6-8 AM, 12-2 PM and 9-11 PM only. The BMRCL shall have the right to restrict the area of shooting in the train to not more than one coach in the interest of travelling public. There shall be no schedule change in running of passenger services during the hours of operation notified by BMRCL.

- 2.5 An Indemnity Bond on ₹ 100/- stamp paper indemnifying BMRCL completely for any loss or injury to person /s during the course of shooting shall be given in the format at Annexure 'B'
- 2.6 There should not be any inconvenience caused to the daily commuters and the staff on duty at the time of shooting.
- 2.7 Security personnel charges and any additional requirement will be extra as per the actual, payable by the applicant.
- 2.8 Shooting for extra hours shall require prior permission from the management. Payment for extra hours used for shooting by the team will have to be paid as per prescribed rates.
- 2.9 Film in its final form shall be exhibited to BMRCL prior to its release to public and BMRCL's "No Objection" to release, shall normally be given within 7 days of such exhibition. If BMRCL has any objections on grounds mentioned at 1.8 above, the applicant shall attend to it suitably, to the satisfaction of BMRCL, before release to public. Thereafter copy of the Film in its final form shall be submitted to Bangalore Metro Rail Corporation in broadcast format i.e. Betacam or Digital. Only in respect of the excerpts / portion of the shoot within the BMRCL premises, BMRCL shall reserve the right to utilize it for its promotional purposes, i.e. broadcast, adapt etc.,
- 2.10 No offensive / dangerous materials will be allowed to be carried for the purposes of film shooting in BMRCL premises. Not only access will be denied but also becomes liable to action and penalties as per the Metro Railway (Operation & Maintenance) Act 2002.
- 2.11 No Diesel Generators will be allowed in the station premises or in the Rolling Stock.
- 2.12 All travel / entry into the Metro system will be on payment of Rs.10/- per head.
- 2.13 No food or drinks are allowed inside the station premises and the train.
- 2.14 Consumption, display or promotion of alcoholic beverages is strictly prohibited in the train and within the station premises.
- 2.15 Smoking or its display or promotion is strictly prohibited in the train and within the station premises.

- 2.16 Cleanliness of the station, its premises and the train should be maintained. At the end of the shoot on each day, the production crew must ensure all locations used in the shoot are cleaned.
- 2.17 Entry to the driver's cabin on the Metro Train is strictly prohibited.
- 2.18 No animals pet or tamed shall be allowed on BMRCL premises for film shooting.

3.0 SECURITY DEPOSIT

- 3.1 A Security Deposit in the form of **cash/bank draft/bank guarantee** is to be given in advance from the parties desirous of shooting films.
- 3.2 In cases of shooting directly undertaken by Government owned Film/TV Training Institutes (without requiring any rolling stock for their exclusive use) **no security deposit** shall be necessary.
- 3.3 The **refund of the Security Deposit** shall be made only after completion of the shooting after ensuring that the assets and rolling stocks have been restored in tact without any damage and no damage has occurred to any other property of BMRCL as certified by GM (Operations).
- 3.4 It would be the responsibility of the Liaison Officer to report immediately to the authorities, the details of any damage caused to BMRCL property.

4.0 COMPREHENSIVE GENERAL LIABILITY INSURANCE

- 4.1 A **Comprehensive General Liability Insurance** of ₹ 2.5 Crores to cover Metro property, Metro personnel and its agents, commuters and others is required to be taken by the Applicant at his cost for all possible risks/damage to movable/immovable assets of BMRCL including the staff and the commuters of Bangalore Metro Rail and general public during the film shooting. If the Applicant already has in place a CGL Insurance Cover, he may include the name of BMRCL for an insurance cover of ₹ 2.5 crore. However, if the applicant needs to take a fresh CGL insurance cover for the film shooting in BMRCL premises, then he shall take insurance cover for ₹ 10 lakh and BMRCL shall cover the rest of the ₹ 2.4 crore as part of its comprehensive CGL and recover the premium therefore from the applicant.
- 4.2 In case of shooting directly undertaken by Government owned Film / TV training Institutes (without requiring any rolling stock for their exclusive use) this formality is not required.
- 4.3 The policy taken should be on a comprehensive basis and allow settlement of any type of third party property damage / bodily injury claims by the Insurer.

4.4 In case of bodily injury or death of any third party, including BMRCL staff or passengers during / in the course of shooting of the film, the compensation payable must be paid to the concerned persons or their legal heirs, under notification to BMRCL.

4.5 The applicant should provide all required assistance to the Insurers at the time of assessing / processing the claim, if any and facilitate an expeditious settlement of the same. Further if the claim assessment works to more than INR 10,00,000 and a contribution is required from the BMRCL Insurance Policies as well, the applicant should extend full cooperation in providing the required details / information to the BMRCL Insurer.

5.0 LICENSE FEE

5.1 For undertaking film shooting, a license fee as fixed by BMRCL (from time to time) is to be paid in **advance** by the parties. Presently it is fixed at ₹ 50,000/- per hour, as mentioned in 2.3 above.

5.2 In cases of shooting directly undertaken by Government owned Film/TV training Institutes (without requiring any rolling stock for their exclusive use) **no license fee** will be levied.

5.3 There could be cases of cancellation of shooting after payment of the license fee. If intimation for cancellation is received before making arrangements for shooting, **full refund** of the license fee would be made. However, **no refund** will be allowed if the intimation is received after the arrangements are made.

6.0 INDEMNITY BOND AND AGREEMENT

6.1 An Indemnity Bond must be executed and submitted by the Producers of the film in favour of BMRCL to indemnify BMRCL completely against any loss or injury that might occur during the course of shooting to any part of the BMRCL property and the personnel / commuters. The said Indemnity Bond shall be in the format at Annexure B

6.2 In cases of shooting directly undertaken by Government owned Film/TV training Institutes (without requiring any rolling stock for their exclusive use), there is no need to execute Indemnity Bond/Agreement. However, a written undertaking should be obtained from the concerned authority at the appropriate level to the effect that any loss/damage to the BMRCL property/assets will be fully reimbursed by them.

7.0 GRANT OF PERMISSION

- 7.1 After fulfilling all the conditions laid down Permission for film shooting will be given by the committee after duly obtaining the approval of the management and within a period of 7 working days.
- 7.2 The said permission will be intimated to the party by the Chief Public Relations Officer.

8.0. POWERS TO STOP OR WITHDRAW PERMISSION

If the liaison officer during the course of the shooting finds that the conditions are not being followed or deviated which may result in failure in safety and security aspects, use of child labour or cruelty to animals or damage the asset of BMRCL, danger of death or injury to any person/s or inconvenience caused to the commuters or delay in commercial operations of Metro, he may immediately take action to prevent such incidents and shall stop the shooting forthwith and intimate the same to the management of BMRCL. This may also lead to withdrawal of the permission granted and also if required, blacklisting the concerned company or party. In such cases, the Applicant shall have no claim for refund of license fee and expense incurred if any.

9.0 Concession

- 9.1 Kannada Films will be charged 25% less on the suggested fee schedule.
- 9.2 Foreign Films shall be charged less, by one last digit, but in US Dollars, For example, if for Indian Film the licence fee is Rs. 50,000/-, it shall be US\$ 5000/- for foreign films

10. Powers to change the Guidelines;-

- 10.1 These guidelines will be applicable in general and in case of any amendment or addition, powers to amend/ delete or add rests with the management of BMRCL, and such amendments shall be binding both on BMRCL and the Applicant/s.
