

FILM SHOOTING POLICY FOR LICENSING CMRL's PREMISES INCLUDING STATIONS/ TRAINS/ VACANT LAND FOR A PARTICULAR PERIOD / TIME

1.0 Objectives

Chennai Metro Rail Limited (CMRL) is a joint venture of the Government of India (GoI) and the Government of Tamil Nadu (GoTN) for the construction of Metro Rail in the Chennai city with loan assistance from Japan International Co-operation Agency (JICA). The total length is 45 km (Phase 1 of the Chennai Metro Rail Project). Chennai Metro Phase 1 comprises of two corridors — Corridor 1 from Washermenpet to Airport covering a distance of 23.00 kilometers and the Corridor 2 from Central to St. Thomas Mount covering 22.05 kilometers. There will be 32 stations of which 19 will be underground and 13 will be elevated. CMRL premises including spaces at stations and trains may be given on short term License basis for the purpose of shooting of films, documentaries, TV commercials, etc. Advertisement of any kind including product display shall not be permitted during such Licensing of CMRL premises. Further, these activities of shooting shall not cause inconvenience to the metro users or interfere in the operation of metro services.

2.0 Eligibility

Reputed Production House, Event Management Company, Show Organizer, Film Producer & Exhibitor and Branding Company may make a request on the letter head of the company. However, Application Form is mandatory.

3.0 Booking Fees

3.1 The schedule of Booking Fees for Licensing CMRL's premises per scheduled hour of occupancy including stations or trains (including cars) for above purposes shall be as under: -

Rates		
S. No	Area of booking	Booking Fees/hour (excl S/Tax & free period of max one hour)
1.	Train *	
1.1	Inside metro train (On Commercial Operation Line)	Rs.4,00,000/-
1.2	Inside metro train (Non Commercial Operation Line)	Rs.2,00,000/-
2.	Inside Metro station *	
2.1	High Ridership Stations and Airport Station	Rs.4,00,000/-
2.2	Moderate Ridership Stations	Rs.2,00,000/-
2.3	Low Ridership Stations	Rs.1,00,000/-
S. No	Area of booking	Booking Fees/day (excl S/Tax & 8 hours)
3.	Outside Metro station *	
3.1	Vacant Land	Rs. 2,00,000/-

all extends taxes as applicable to be borne by the applicant/ temporary license from time to time.

* Here, following definition of station and trains may be considered: -

- a) **Inside Train:** When train(s) has / have been booked and the activity inside the train including shooting of boarding / de-boarding at platforms.
- b) **Inside Station:** Station area such as circulating area, entrance, unpaid & paid areas, platforms and no train has been booked. The shooting of regular revenue train from the platform without any actor/actress/crew member will be permitted as part of shooting of the station.
- (i) High Ridership Stations and Airport Station- Koyambedu, CMBT, Vadapalani, Alandhur, Thirumangalam and Chennai Airport.
- (ii) Moderate Ridership Stations- Arumbakkam, Ashok Nagar, Ekkattuthangal, St Thomas Mount, Anna Nagar Tower, Anna Nagar East and Nehru Park.
- (iii) Low Ridership Stations- Little Mount, Guindy, Nanganallur Road, Meenambakkam, Shenoy Nagar, Pachaiyappas College and Kilpauk Medical College.
- c) **Both train & Station:** Wherein shooting is being done inside the train, outside the train, station area and train(s) has/have been booked for shooting purpose excluding category a) above.
- d) **Outside Station:** Premises outside the Station area within CMRL boundary including CMRL Depot and no train & stations have been booked. The shooting of regular revenue train & stations interiors will n o t be permitted as part of shooting. 1 Day means 8 hours of maximum time will be permitted, which includes setting time also.
- 3.2 The agency will be given maximum 60 minutes free time (except outside stations) to set up the instruments/cameras etc. In case of any dispute regarding time of start of activity or free time allowed, the decision of CMRL would be final and binding.
- 3.3 The above mentioned charges shall be paid, in advance, in the form of Demand Draft / Banker's Cheque drawn on any scheduled commercial bank in favour of Chennai Metro Rail Limited, as the case may be, payable at Chennai.
- 3.4 In case the shooting/event goes beyond permitted time, then additional charges on pro rata basis has to be paid by the party. The additional time to be rounded off to next 15 minutes as illustrated below.
- Illustration:* If the film shooting is scheduled from 10 AM to 12 Noon and the shooting continues till 12:10 PM, the booking fee will be charged upto 12:15 PM i.e for 2.25 hrs only. The booking fee for remaining 15 mins (0.25 hr) would be paid by the agency on pro rata basis.
- 3.5 Once the permission is granted, change in category from station to train and vice versa shall only be allowed if it is generating more revenue than already agreed and if feasible. If it is leading to lowering of revenue then it will not be agreed.
- 3.6 It is the responsibility of the payer to see at what rate the tax is deducted at source while booking or making the payment to CMRL and they shall issue the certificate to CMRL. Tax may be deducted @ 2% if booking is made for train only and @ 10% if booking is made for station only.

4.0 Security Deposit

Besides applicable charges, as mentioned at 3.0 above, the applicant shall be required to submit interest free Security Deposit in the form of Demand Draft / Banker's

Cheque. The amount of the Security is required to be deposited on confirmation of booking (at least 10 days in advance of scheduled date of booking). The amount of the security deposit shall be as under: -

SN	Property Involved	Amount Of Security Deposit
1.	Stations	12,00,000/-
2.	Both Train and Station	15,00,000/-
3.	Only Train	12,00,000/-
4.	Outside Stations	4,00,000/-

Security Deposit in the form of Demand Draft / Banker's Cheque will be refunded at the earliest after the shoot is over.

However, if there is any dispute/damage etc., the amount will be recovered from the Security Deposit and remaining amount will be refunded.

5.0 Indemnity Bond

The applicant shall submit an indemnity bond (Format in Annexure-A) on a stamp paper of hundred rupees value, duly notarized, indemnifying CMRL completely against any loss, injury, damage caused to Metro commuters, CMRL's men, material & property and to their men & material during the campaign period and undertake to bear all cost incurred as a result of such incidence. The format will be given along the application form, which is required to be submitted before the start of campaign.

6.0 Payment of applicable Fees / Security Deposit

6.1 The applicant organizations as mentioned at 2.0 above may apply in Event Guidelines and Application Form (Annexure-B) which should be submitted to CMRL at least 15 days in advance for proper scrutiny and approval of the case.

6.2 The applications will be registered on First cum First serve basis and confirmation will be done in order of registration. The priority register will be maintained in the Business Development cell to record the time and date of registration of request.

6.3 All fees including all applicable taxes must be submitted in the form of Demand Draft / Banker's Cheque at least 10 working days (excluding the day of the event) before the day of the scheduled event failing which the applicant may lose his priority.

6.4 The applicant organization should pay an interest free refundable Security Deposit as mentioned at 4.0 above on confirmation of booking by CMRL.

7.0 Other Terms and Conditions

The applicant shall abide by following terms and conditions in addition to the financial matters as discussed above: -

7.1 Production Company shall be responsible to obtain any / all permissions from all other concerned agencies, wherever required.

7.2 Timing of the event has to be agreed in advance and must be strictly adhered to.

- 7.3 In case of any loss and / or damage caused to CMRL's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- 7.4 It shall be the sole responsibility of the applicant to clean up debris or any garbage material or any housekeeping activity, created and / or brought in by the applicant. Any costs incurred by CMRL due to the negligence or failure of the applicant in this regard shall be deducted from the security deposit of the applicant or charged additionally in case it exceeds the security amount.
- 7.5 All people of the applicant's team shall carry entry badges at the time of event.
- 7.6 CMRL at all times retains the right to halt any activity that is deemed to adversely impact the safety and security of metro operations, personnel and property.
- 7.7 CMRL reserves the right to restrict the number of persons and the type of equipment entering the metro station for this activity.
- 7.8 The company / production house may use film, video and photographs shot at CMRL only for the purpose stated in the application form. The images / footage should not be used for any other purpose without written permission from CMRL.
- 7.9 CMRL shall not be held responsible for any liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defence and expenses including legal fees thereof) which are caused by the actions of the applicant organization and / or by any participant of the event.
- 7.10 Filming or Photo or Video in any manner with or without intention should not be used to project a negative image of CMRL.
- 7.11 There should not be any inconvenience to the daily commuters at the time of the event.
- 7.12 Display of any sort of advertisement in the metro premises, including trains, will not be permitted during the course of any permitted event.
- 7.13 The proposed activities shall not hamper the operational activities or cause any inconvenience to the passengers.

8.0 Cancellation and Refund Rules

- 8.1 The booking may be cancelled on the request of the applicant. The refund of the booking amount shall be as under: -

Time of making request for cancellation	Refundable booking amount
before or on 7 days in advance of scheduled day of event (Excluding the day of event),	75 %
before or on 5 days in advance but later than 7 days in advance (Excluding the day of event)	50%
before or on 3 days in advance e but later than 5 days in advance (Excluding the day of event)	25%

Later than 3 days in advance (excluding the date of event)	Nil
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Illustration: If booking has been made for Sept 15, 2017

Time of making request for cancellation	Refundable booking amount
Before or on Sept 8, 2017	75 %
After Sept 8 but before or on Sept 10, 2017	50%
After Sept 10 but before or on Sept 12, 2017	25%
After Sept 12, 2017	Nil

8.2 CMRL reserves the right of full refund in case of abnormal force majeure condition.

8.3 CMRL at all times reserves the right to halt any activity that is deemed to adversely impact the safety and security of metro operations, personnel and property. In such cases the booking fees will be refunded on pro-rata basis i.e the period of booking will be counted upto next 15 minutes and the booking fee will be charged upto the period of shooting/filming/activity.

Illustration: If the film shooting is scheduled from 10 AM to 12 AM and the shooting has to be cancelled at 11:10 AM by CMRL on any of the above account, the booking fee will be charged upto 11:15 AM i.e for 1.25 hrs only. The booking fee for remaining 45 mins (0.75 hr) would be refunded.

8.4 In case of acceptance of cancellation request, CMRL reserves the right to allocate it to the next in turn.

9.0 Exceptions

9.1 Activities prohibited under any law will not be allowed.

9.2 Animals will generally not be permitted on CMRL property. If it is required CMRL's prior permission will be a pre-requisite. If consent is granted, animal(s) must be kept under control at all times by qualified personnel.

9.3 Use of fire, gunfire, explosives or any hazardous material is not permitted at CMRL stations.

9.4 Filming of Photo or Video must not display any offensive or obscene material or any material with political, religious or racial overtones.

9.5 The company / production house should not be allowed to make any changes in respect of the names of the locations, stations, train etc. without prior specific permission of CMRL.

9.6 CMRL staff / contractors will not be involved in the event without the prior written permission of CMRL Ltd.

9.7 In case of power requirement during the event at the station, the supply will be available on chargeable basis. Applicant can also use generators for supply of power as required. All cords and wiring running along the floor must be taped or guarded so that metro station patrons and staff do not trip or fall.

9.8 The synopsis of film/documentary/serial/TV Commercial etc. has to be shown to CMRL before approval. No negative projection of the metro is permitted. There should not be any direct / indirect reference to terrorism in the script which

contains shots of the metro and an undertaking to this effect should be given to CMRL.

10.0 Submission of Applications

The applicant organization shall be required to submit their application along with application fees of Rs. 500/- (Rupees Five Hundred Only) in form of Bankers Cheque/ Demand Draft drawn in favour of "Chennai Metro Rail Limited" payable at Chennai, indemnity bond and other associated documents at the following address: -

**O/o General Manager
Planning & Business Development,
Chennai Metro Rail Limited,
Admin Building, CMRL Depot,
Poonamallee High Road,
Koyambedu, Chennai – 600 107.
044- 2379 2000.**

Any clarification on the policy may also be made at the above address.

11.0 Applicability of the Policy

This policy shall remain valid for a period of One year from the date of notification on CMRL's website. The policy subject to change without any prior intimation subject to approval of competent authority.

12.0 Insurance

Comprehensive insurance for a value of Rs. 1 Crore covering men & material of CMRL shall be taken. Validity of insurance period to be kept till receipt of certificate from CMRL

13.0 Arbitration

13.1 Negotiation and Amicable Settlement: In the event of any dispute in connection with or arising out of this Agreement between the parties ("Disputes"), the parties shall firstly attempt to amicably resolve such disputes through the highest level of negotiations and discussions.

13.2. Adjudication:

13.2.1 If any dispute between the parties is not resolved through negotiations and amicable settlement, either party shall give notice in writing to the other party of its intention to refer such dispute to Adjudication.

13.2.2 The sole-member Adjudicator shall be nominated by the Managing Director of the Licensor (CMRL) at his discretion. He may also be an officer of CMRL, not below the rank of General Manager, but one who has not dealt with the subject contract or disputed matter. The remuneration of the Adjudicator shall be fixed by the Managing Director of CMRL and shall be shared by both the parties. The Adjudicator shall reach a decision within 30 days or such period as agreed between the parties from the date of reference of the dispute.

13.2.3 If either party is dissatisfied with the Adjudicator's decision, then the party, on or before 30 days on receipt of such decision, shall notify the other party of its dissatisfaction, and its intention to refer the dispute to Arbitration, failing which the decision of the Adjudicator shall be final.

13.3. Arbitration: The dispute so referred shall be settled by Arbitration and the parties agree on the following procedure for appointing the Arbitrator / Arbitrators:

13.3.1 In case the value of the disputed claim and counter claim is Rs.5 crore or less:

The dispute shall be referred to a sole-member Arbitral Tribunal. Such sole-member shall be nominated by the party seeking arbitration from the List of Arbitrators, maintained by the Licensor, consisting of independent persons to be nominated as Arbitrators, who shall meet with the requirement relating to the independence or impartiality of arbitrators referred to in the Fifth and Seventh schedules, read with Section 12, sub-sections (1) (a), (b) and (5) of the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015.

13.3.2 If the party seeking Arbitration is the Licensee, such proposal shall be addressed to the Licensor and the Licensor shall, within fifteen days from the date of receipt of such proposal, send the list of Arbitrators maintained by the Licensor, referred in clause 13.3.1 above, to the Licensee. The Licensee shall nominate an arbitrator from the list within fifteen days from the date of receipt of the list from the Licensor. If the party seeking Arbitration is the Licensor, it shall forward such proposal to the Licensee along with the nomination of an Arbitrator from the list referred to in clause 13.3.1 above.

13.3.3 If either party fails to nominate the arbitrator within the prescribed time limit, as mentioned above, then such other party, after the expiry of the prescribed time limit, has the right to nominate the Arbitrator from the said list on behalf of the party failing to nominate.

13.3.4 The two arbitrators nominated by the licensee and the licensor as above, shall appoint the Presiding Arbitrator from the list referred in clause 13.3.1 above, by mutual consultation among themselves, within 15 days of the appointment of the second Arbitrator.

13.3.5 If no consensus is reached within 15 days regarding the appointment of the Presiding Arbitrator, either party may apply to the Designated Court referred to in the Arbitration and Conciliation Act, 1996 as amended by the Arbitration and Conciliation (Amendment) Act 2015 for the appointment of the Presiding Arbitrator.

13.4 The parties agree that the selection and nomination of Arbitrators from the list should be based on the nature and subject matter of dispute to be adjudicated upon, that is, the nominated Arbitrators shall have sufficient knowledge and experience to decide upon the disputed matter. In case of three-member Arbitral Tribunal, it shall also be ensured by the nominating parties / Arbitrators, as the case may be, that at least one member of the Tribunal shall be a legal professional with a minimum of 20 years of experience.

13.5. In the event of an arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.

- 13.6.** Subject to aforesaid, the Arbitration and Conciliation Act 1996, as amended from time to time and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.
- 13.7.** During the pendency of arbitration / conciliation proceedings, the Licensee shall continue to perform and make payments due to CMRL as per the License agreement.
- 13.8.** The venue of the arbitration shall be Chennai. The cost of Arbitration including the fees of the Arbitrator shall be borne equally by both the parties.
- 13.9.** Jurisdiction of Courts: The Courts at Chennai shall have exclusive jurisdiction to adjudicate any claim, dispute or matters arising out of this Agreement.
- 14.0** All persons should carry valid ID proof.
- 15.0** **Observance of safety and security regulations during the shooting.** While allowing shooting in the normal run of a train, it may be ensured that shooting by travelling on footboards/ roof tops is not allowed. It has to be ensured further that no inconvenience is caused to other passengers. Similarly, shooting should not be allowed on tracks while there is any movement of train. During the daytime, shooting at crowded metro stations should be avoided to ensure that normal functioning of metro is not affected adversely and there is no inconvenience to the metro users.

A liaison officer from publicity Department should invariably be attached with the shooting team to ensure that there is no large scale departure from the original and accepted script in respect of film shooting sequences utilizing metro properties (building, rolling stocks, tracks, signals etc.) and Metro personnel. The liaison officer is also responsible to ensure that the shooting team adheres to safety and security instructions and there is nothing detrimental to the image of Chennai Metro Rail Limited. In case of feature films a liaison officer each from the commercial and Security Departments should also be attached (in addition to that from the publicity Department).

The Licensee shall comply with all rules and regulations under the Metro Railways (Operations and Maintenance) Act 2002 & its amendments and all laws of Land of Tamilnadu.

16.0 **Prior Clearance from all ministries in case of foreign nationals/ companies**

16.1 Foreign film producers, seeking permission for shooting a feature film to be shown/ telecast outside India, are required to approach the Ministry of Information & Broadcasting for obtaining their clearance for shooting in India (at the specified locations). This is also applicable to the Indian producers undertaking the job for a foreign agency or for being shown outside India.

16.2 Foreign film producers, seeking permission for shooting a documentary film to be shown/telecast outside India, are required to approach the External Publicity Division of the Ministry of External Affairs (MEA) for obtaining clearance for shooting in India (at the specified locations). This is also applicable to the Indian producers undertaking the job for a foreign agency or for being shown outside India.

16.3 Foreign journalists, who are based in India and have accreditation from the Government of India, do not require such clearances for taking shots for news/ features (refer para – 1.1 & 1.2 of chapter – II)

16.4 In respect of foreign nationals, the Intelligence Bureau (IB) shall also be kept informed by endorsing a copy of the permission letter to the Deputy Director/IB, Ministry of Home Affairs.

17.0 Exemption

Any exemption in the policy may be permitted with the approval of MD.

General Manager- P & BD

INDEMNITY BOND
[IN HUNDERED RUPEES (Rs.100/-) STAMP PAPER]

I, [Name of the Official], [Designation], [Organization] having Registered Office at _____ have been authorized by Chennai Metro Rail Limited. to carry out _____ [event] for a period of _____ days from _____ to _____ for my visit to _____ metro station.

I hereby indemnify Chennai Metro Rail Limited, its Representatives and Officials completely against any loss, injury, damage caused to metro commuters, CMRL's men, material & property and to our authorized Contractors / Vendors men & material as well during the said film shooting/campaign period and undertake to bear all cost incurred as a result of such incidence. I hereby further state that no claims / damages whatsoever shall be made by myself or my representatives against CMRL on the aforesaid context before any court / statutory authorities.

Signed _____ Witnessed by _____

Name _____ (1) _____

Address _____

_____ (2) _____

Time & Date of entry _____

Time & Date of exit _____

(to be filled by CMRL Official)



EVENT GUIDELINES AND APPLICATION FORM

Application Cost: Rs. 500/- (Rupees Five Hundred Only/-)

Date of Application: _____

Contact Person
(Authorized person)

Company/ Production House

Address

Phone & Mobile No

E-mail

Type of Event

Filming

Promotion

TV / Commercial

Documentary

Photography

Others

Proposed Location(s) of Event

Proposed Date(s) and Time(s) of the event (including site prep, shooting and wrap up)

Detailed description/outline pertaining to the event at CMRL premises (attach additional sheet(s) if necessary)

Total Number of People
(Including crew, cast, media, etc.)

Types and Number of vehicles

Type of Equipment's

Power/ Additional Requirements

Details of Food & Refreshment service during the event

GUIDELINES:

1. Applications are required to be submitted to CMRL at least 15 days in advance for proper scrutiny and approval of the case.
2. All fees including all applicable taxes must be submitted in the form of Demand Draft / Banker's Cheque at least 10 (Ten) working days before the event begins. In case of cancellations, refund shall be governed by Clause 8.0 "Cancellation and Refund Rules" of the Policy for Hiring CMRL's Premises including Stations or Trains for a Particular Period / Time.
3. The applicant should pay an interest free refundable security deposit. In case of any loss and / or damage caused to CMRL's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
4. CMRL reserves the right to interrupt or halt the any event, before or during the course of event, without any advance notice and no claim or compensation in this regard will be entertained.
5. All people shall carry entry badges at the time of event.
6. Production Company shall be responsible to obtain any / all permissions from all concerned agencies, wherever required.
7. Any customers / staff of CMRL will not be involved in the event without the prior written permission of CMRL
8. Timing of the event has to be agreed in advance and must be strictly adhered to.
9. It shall be the sole responsibility of the applicant to clean up debris or any garbage material or any housekeeping activity, created and / or brought in by the applicant. Any costs incurred by CMRL due to the negligence or failure of the applicant in this regard shall be deducted from the security deposit of the applicant or charged additionally in case it exceeds the security amount.
10. In case of power requirement during the event at the station, the supply will be available on chargeable basis. Applicant can also use generators for supply of power as required. All cords and wiring running along the floor must be taped or guarded so that metro station patrons and staff do not trip or fall.
11. No animals are permitted on CMRL property without prior consent. If consent is granted, animal(s) must be kept under control at all times by qualified personnel.
12. CMRL at all times retains the right to halt any activity that is deemed to adversely impact the safety and security of metro operations, personnel and property.
13. Activities prohibited under any law will not be allowed.
14. Use of fire, gunfire, explosives or any hazardous material is not permitted at CMRL stations.
15. The company / production house may use film, video and photographs shot at CMRL only for the purpose stated in the application form. The images / footage should not be used for any other purpose without prior written permission from CMRL

16. CMRL reserves the right to restrict the number of persons and the type of equipment entering the metro station/train for this activity.
17. CMRL shall not be held responsible for any liabilities, bodily injuries, deaths, losses, lawsuits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defense and expenses including legal fees thereof) which are caused by the actions of the Film / Event Companies / Media and Photographers and/ or by any participant in the event.
18. Filming of Photo or Video must not display any offensive or obscene material or any material with political, religious or racial overtones.
19. Filming or Photo or Video in any manner with or without intention should not be used to project a negative image of CMRL
20. The company / production house should not be allowed to make any changes in respect of the names of the locations, stations, train etc. without prior specific permission of CMRL
21. There should not be any inconvenience to the daily commuters at the time of the event.
22. Display of any sort of advertisement in the metro premises, including trains, will not be permitted during the course of any permitted event.
23. The proposed activities shall not temper the operational activities or cause any inconvenience to the passengers.
24. The synopsis of the film/documentary/serial/TV Commercial etc. has to be shown to CMRL before approval. No negative projection of the metro is permitted. There should not be any direct / indirect reference to terrorism in the script which contains shots of the metro and an undertaking to this effect should be given to CMRL.

UNDERTAKING

I certify that the details on this application accurately reflects the event as proposed, and that I have fully read and understood the terms and condition. If the event is approved, my company and I agree to abide by the guidelines established for this event.

Name:

Signature:

Company Seal:

Designation:

Date:

FILM CREDIT NOTING “THANKS TO CHENNAI METRO RAIL LIMITED”