

## FILMING FORM

<b>Specific Location(s) <i>within Gardens by the Bay</i>:</b>	
<b>From <i>(date and time)</i>:</b>	
<b>To <i>(date and time)</i>:</b>	
<b>Summary of the scene(s) / photography which will take place in Gardens by the Bay:</b>	
<b>Programme / Publication:</b>	
<b>Broadcast / Publication Date:</b>	
<b>No. of people involved <i>(including talents, cast, and crew)</i></b>	
<b>Details of all talents and cast</b> (Individually and collectively, "the Performer" which term shall include the employees, agents, promoters, managers and assigns of the Performer.)	
<b>Full list of equipment:</b>	
<b>Additional information not otherwise stated:</b>	

### CONTACT PERSON DURING ACTUAL FILMING / PHOTOGRAPHY:

<b>Name</b>	
<b>Organisation/ Company</b>	
<b>Contact</b>	
<b>Email</b>	

## **FILMING & PHOTOGRAPHY AT GARDENS BY THE BAY**

### **TERMS & CONDITIONS**

#### **FILMING AND PHOTOGRAPHY**

1. The Applicant shall apply to Gardens by the Bay in writing for permission to film and/or take photographs at Bay South, Bay East or Bay Central fourteen (14) days prior to the date of the filming and/or photography session. Gardens by the Bay's decision on the application shall be final and conclusive.
2. The use of remote-controlled aerial cameras, planes, helicopters, drones and other similar devices are not allowed in the Gardens.
3. At the end of its filming activities, the Applicant shall reinstate the Gardens and all equipment and facilities from Gardens by the Bay to their original state and condition, and/or repair and clean such parts of the Gardens to the satisfaction of Gardens by the Bay. If the Applicant fails to observe any of the above, Gardens by the Bay shall at any time thereafter be entitled to do all other things necessary to restore such parts of the Gardens to its original condition at the sole costs and expense of the Applicant, who shall pay such costs to Gardens by the Bay within seven (7) days from the date of being so notified.
4. If the Applicant intends to interact with the public, the Applicant is to obtain the written consent of Gardens by the Bay and if such consent is given such interaction should not be without the consent of members of the public as the case may be.
5. The use of sound systems and amplifiers are not permitted, and noise is to be kept to a minimum level.
6. The use of motor vehicles (including motor or micro-scooters), and other forms of wheeled modes of transportation are not permitted within the Gardens.
7. The Applicant shall not interrupt the enjoyment of visitors of the Gardens and/or obstruct any path or access at all times.
8. The Applicant is not to use power points located around the Gardens.
9. The Applicant is not to block off any area (e.g. toilet, shelter, pathway) within the Gardens for the Applicant's exclusive use.
10. The Applicant is to keep all unnecessary items and/or filming equipment in the Applicant's vehicles and not on the grounds of Gardens by the Bay.
11. The Applicant is not to set up tents, umbrellas, shelters, chairs, benches, buffet lines for members of the cast or crew.
12. The Applicant is not to set up props, background, decoration or any make any alteration to the Gardens' lawns, trees, plants or structures.

13. The Applicant is not to use props or scenes that go against Gardens by the Bay's rules including:
  - Swimming, fishing, boating, cycling, roller skating/ blading, driving, posing with props that suggest the activity such as posing on a bicycle or posing with swimsuit. Cycling along the perimeter of Bay East may be allowed, subject to written approval.
  - Any scene/s deemed not suitable by Gardens by the Bay.
14. The Applicant shall not use the material filmed, photographed or recorded in any manner which will bring Gardens by the Bay into disrepute or which is defamatory to Gardens by the Bay, and activities relating to religion, politics or any topic which Gardens by the Bay deems sensitive are not allowed.
15. The Applicant will include full on-screen accreditation of Gardens by the Bay in each television broadcast and cable transmission of material filmed or recorded in Gardens by the Bay, and include in each sound broadcast of such material, a statement that the material was recorded at Gardens by the Bay. The Applicant shall also provide Gardens by the Bay, without cost, a copy of the final and complete version of the programme containing the material filmed or recorded at the Gardens.
16. If any of the Terms and Conditions are breached, Gardens by the Bay will be entitled to stop the filming/photography at their sole discretion whereupon the Applicant, its employees and agents shall be required to leave the Gardens with immediate effect.

17. **CHARGES**

There will be a fee imposed (where applicable) for commercial filming/photography at Bay South and Bay East of Gardens by the Bay. Rates for Bay South range from \$1,500 to \$7,500 per hour, varying with the preferred location. Rate for Bay East is \$800 per hour. Gardens by the Bay shall not provide manpower to the Applicant for this purpose.

18. **PERMITS AND LICENSES**

The Applicant shall be responsible to obtain and comply with all requirements of any licenses, permit or other approval that is required by all relevant authorities and under any laws prior to the commencement of the Project failing which, Gardens by the Bay reserves the right to terminate this application and deny access to the Applicant and all persons associated with the Project.

19. **LIABILITY AND RISKS**

- i. The Applicant shall assume all risks and damage in respect of any loss, injury or death to any person or property, including the Applicant, its employees, contractors, guests and any other persons involved in the Project which may arise as a result of or in connection with the Applicant's use of the premises at Gardens by the Bay or the non-provision of the use of the Gardens by Gardens of the Bay for any reason.
- ii. The Applicant shall be solely liable for and fully indemnify and hold Gardens by the Bay, its officers, employees and agents, harmless, from and against:
  - a) all claims, demands, actions, proceedings, damages, costs, losses and expenses of any nature whatsoever which Gardens by the Bay may suffer or incur in connection with loss of life, personal injury or damage to property as a result of the Applicant's use of the premises; and

- b) all claims and proceedings for or on account of infringements of any copyright, patent rights, design, trademark name or other protected intellectual property rights in connection with the Project, and from or against all loss, expenses, costs (including legal costs on a full indemnity basis) or damages in respect of such claims or proceedings or in relation thereto.
- iii. The Applicant shall be responsible for the safety and well-being of workers/crew/guests on site in particular, the wearing of masks or any other protective gear that may be imposed from time to time by the Authorities in the light of the current global COVID 19 pandemic in accordance with the prevailing rules and regulations imposed by the Singapore Government and any agency or organisation authorised by the Singapore Government which will give GB the right to withdraw the consent for the filming to proceed. The Applicant shall be responsible for the implementation and compliance of Safe Management Measures put in place by the Authorities and Gardens by the Bay. The Applicant will be liable for all expenses incurred in the event of breach of this provision or any consequences that may occur as a result of non-compliance to the Safe Management Measures.

## 20. **INSURANCE**

Without prejudice to the Applicant's liabilities to indemnify Gardens by the Bay, the Applicant shall, at its own cost ensure and maintain a third-party public liability insurance policy.

## 21. **FORCE MAJEURE**

- a) In this paragraph, "Event of Force Majeure" means an event beyond the control of Gardens by the Bay and the Applicant, which prevents either party from complying with any of its obligations, including but not limited to:
  - i. act of God (such as but not limited to fires, explosions, floods, lightning, storms, tempest, earthquakes and drought);
  - ii. war, hostilities (whether war be declared or not), invasion, breach of peace, insurrection, strike, picketing, lock-out or civil disturbance;
  - iii. restrictions, regulations, bye-laws, prohibitions, demands mobilisation, requisition or embargo or measures of any kind on the part of any governmental, parliamentary or local authority;
  - iv. sabotage, machinery breakdown or discontinuation of electricity supply not caused by either party;
  - v. specific incidents of exceptional adverse weather conditions such as haze caused not caused by either party and/or
  - vi. acts or threats of terrorism
- b) Neither Gardens by the Bay nor the Applicant shall be considered in breach of their respective obligations to the extent that performance of their respective obligations is prevented by an Event of Force Majeure that arises after the Effective Date.

## 22. **SERVICE OF NOTICE**

Any notice required to be given by one party to the other party shall be in writing and shall be deemed to be sufficiently served on the other party if delivered by hand or sent by pre-paid post or facsimile to



the other party's last known place of business in Singapore, or if sent by way of email to the email address provided by the other party. A notice shall be deemed to have been given if:

- a) personally delivered – upon delivery;
- b) sent by pre-paid post – two (2) business days after posting;
- c) sent by facsimile – upon completion of the transmission; or
- d) sent by email - upon sending of the email

**23. RIGHTS OF THIRD PARTIES**

Save as expressly provided herein, a person who is not a party to this agreement shall have no rights under the agreement (Rights of Third Parties) Act (Cap. 53B) to enforce any of its terms.

**24. GOVERNING LAW AND DISPUTE RESOLUTION**

This agreement between Gardens by the Bay and the Applicant shall be governed by and construed in accordance with the laws of Singapore. The parties irrevocably submit to the jurisdiction of the courts of Singapore in the event there is any dispute in relation to the agreement herein.

**ACCEPTANCE PORTION**

I \_\_\_\_\_ on behalf  
*Name* *Last 4 digits of Identification / Passport No.*

of \_\_\_\_\_ confirm that the information we have  
*Name of Company*

provided in the Filming Form is true and correct and that we have read the Terms and Conditions

stated above and agree to be bound by them.

- Name:
- Designation:
- Company Name & Stamp:
- Date: