

1. **Insurance:** The Licensee shall procure, at Licensee's own cost and expense, and keep in force during the entire period of this License, with an insurance company or companies acceptable to the Licensor:
 - a. Commercial General Liability Insurance: \$1 million per occurrence, \$2 million aggregate, which should include coverage for: Bodily Injury, Property Damage, and Products Liability
 - b. Business Automobile Liability Insurance: \$1 million bodily injury per person, \$1 million bodily injury per accident, and \$1 million property damage per accident), to include either "any auto" or "scheduled, hired, owned, non-owned autos"
 - c. Workers Compensation: Statutory Limits. Each insurance policy shall be subject to the following: (1) Be underwritten by a carrier rated at least an A – VII Financial Rating in A.M Best Key Rating Guide. (2) The University of Hawaii and State of Hawaii, must be added to all policies Licensee is obligated to obtain under this License, except for Workers' Compensation insurance, as additional insured by endorsement (3) The Certificate of Insurance or endorsement must state that this insurance is primary and written on a non-contributory basis as to any other valid and collectible insurance or self-insurance in force.
 - d. Each policy shall contain a clause to the effect that should any of the insurance policies be limited in scope, changed, or cancelled before the expiration date thereof, the insurer shall provide Licensee with notice in accordance with policy provisions, or sooner, if required by law. Licensee shall, and shall ensure that the Licensee's insurance agent shall, provide Licensor notice of (a) any act or omission by Licensee or the Licensee's insurance agent that would allow the insurer to terminate or modify any of the insurance coverage within two (2) business days of such act or omission (including, but not limited to, failure to renew an insurance policy or pay a required premium therefor) and (b) notice of cancellation, limitation in scope, material change, or non-renewal by the insurer within two (2) business days of receipt.
 - e. In the Description of Operations section:
 - i. State the Date(s), Location(s) and Time(s) of filming.
 - ii. Identify the State of Hawaii and University of Hawaii as additional insured.
 - iii. Include a statement of waiver of subrogation in favor of the University of Hawaii: "Insurers waive any and all subrogation rights against the University of Hawaii and State of Hawaii."
 - f. Should the applicant use any independent contractors, the applicant must agree to indemnify UH and the State of Hawai'i for any claims made by said independent contractors against said UH and State of Hawai'i for any personal injuries or property damages incurred by them.
2. You are required to have a CMS guide, unless an observatory is hosting and will accompany you for the entirety of time on Maunakea. Effective July 1, 2022, the guide fee will increase from \$75/hour to \$100/hour and shall include two hours of travel time between IfA Hilo and Halepōhaku. Proof of payment, e.g. FedEx tracking number, shall be submitted with application documents. Actual payment must be received in order to proceed with review. **Check, payable to University of Hawaii at Hilo, shall be mailed to CMS at 640 North A'ohōkū Place, Hilo, Hawaii 96720.** **Note: Undeposited checks may be voided and/or returned at applicant's request. Refunds not provided.**
3. You may only film observatories that have provided approval to be filmed. **If an observatory does not agree to be filmed, they must be excluded from all production including any b-roll or scenic filming.**
4. 4-wheel-drive (4WD) is required for travel above the Halepōhaku mid-level facility, with 4L engaged.
5. The Maunakea Invasive Species Management Plan ([Invasive Species Management Plan \(hawaii.edu\)](http://hawaii.edu)) requires all vehicles, occupants, and belongings be free of invasive species when entering UH managed land on Maunakea. Standard Operating Procedure (SOP) #1 is sufficient for most brief visits.

6. Filming after sunset is not allowed without CMS approval.
7. Use of outdoor artificial lights, such as camera lighting for external shots specifically ½ hour after sunset is strictly prohibited. Use of headlights is required by law when driving on the summit after dark. You must not shine headlights into the domes of any of the telescopes and should take every precaution when using low beams.
8. Driving or hauling equipment off designated roads and trails is prohibited.
9. Use of cellphones, walkie-talkies and other radio transmitters is prohibited above Halepōhaku.
10. No use of helicopters or drones above Halepōhaku.
11. You have reviewed and will comply with information provided in the brochures *Visiting Maunakea Safely and Responsibly* and *Maunakea Heritage and Natural Resources*.
12. Pass the Maunakea Orientation quiz prior to entering the UH-managed lands: [Maunakea User Orientation & Assessment \(google.com\)](#)
13. **Possession of a film permit does not guarantee access to the University's managed lands on Maunakea. The Maunakea Access Road may be closed to the public, including film permit holders, due to weather and/or health and safety reasons, with no advance notice.**

Please sign, date and return this form with your complete film application by email to your CMS contact and cc cmshilo@hawaii.edu.

_____ Signature	_____ Title
_____ Print Name	_____ Date