

**MAUI OCEAN CENTER®**  
The Hawaiian Aquarium®  
**GUIDELINES FOR LOCATION SHOOTING**

MAUI OCEAN CENTER'S MISSION: DEDICATED TO FOSTERING UNDERSTANDING, WONDER  
AND RESPECT FOR HAWAII'S MARINE LIFE.

1. **Permission.** Maui Ocean Center's aquarium visitors are entitled to experience the entire aquarium with a minimum of distraction. Permission to film or photograph for commercial purposes is granted subject to certain conditions. The project must be consistent with the aquarium's mission and image, may not hinder operations, and must not detract from the visitors' experience. Permission can be obtained only from the aquarium's Director of Sales & Marketing or General Manager.

Please note that a prerequisite for all projects is completion and execution by an authorized representative of the production company of the aquarium's Agreement for Location Shoot, of which these Guidelines are an integral part. Please also note that the aquarium reserves the absolute right to grant or deny permission to shoot and to determine the terms under which shooting will be permitted.

2. **Location Fees.** Location fees are set by the aquarium depending upon a variety of factors, such as the nature and purpose of the project, its intended market, its potential promotional value to the aquarium, the potential disruption to the aquarium, the extent to which the aquarium is required to support the project, and the extent to which the rights to the final product are shared with the aquarium.

**The standard fee schedule for 2010 is:**

- **\$1,500.00 for the first two hours, two-hour minimum**
- **\$350.00 for each additional hour**
- **\$3,800.00 per day**

**Additional fees may also apply if aquarium staff other than public relations personnel is required, including:**

- **\$40.00 per hour for staff in trade positions (electricians, facilities staff, plumbers, etc.)**
- **\$25.00 per hour for other staff (security, biologists, exhibits, etc.)**

Fees may be waived based on the scope and use of the project, such as for nonprofit use or for the express promotion of the destination. Proof of nonprofit status must be provided, along with written confirmation that monies collected will be used for club activities only – and that the resulting product (calendar) will not be sold through commercial retail outlets.

**For complex projects, the maximum daily location fee will be \$8,000.00.** Payment of all agreed fees must be made prior to shooting. Additional costs incurred during the project will be billed and must be paid at the end of the project. Any billing requirements must be discussed and approved prior to commencing filming on-site.

3. **Advance Notice.** At least two weeks' advance notice is requested whenever possible. While the aquarium will make every effort to accommodate last minute requests to shoot, requests with less than 24-hour notice cannot be accommodated under any circumstances.

4. **Night Shoots.** Aquarium availability for filming in the evening will depend on whether night events are scheduled. Night shoots must be cleared by public relations through simultaneously the aquarium's curatorial department and the evening events department, and cannot occur with scheduled events.

5. **Impact on the Aquarium.** If at any time the production company's activities threaten to disrupt the aquarium's operations or the experiences of its visitors or pose a safety hazard to the visitors, the aquarium reserves the right to require the company to reschedule its activities. As well, the company will be required to make any changes or to discontinue filming, if the aquarium determines that exhibit life is being endangered or the potential for damage to the building or exhibits exists.

6. **Script Approval.** Final approved scripts, including all scenes and schedules involving the Maui Ocean Center, must be submitted to the public relations department at least two weeks in advance of the shoot. The aquarium reserves the right to approve or deny use of the aquarium's name or image in any context and to review and approve all scenes involving the aquarium.

7. **Filming in Tanks.** Divers with equipment present a serious hazard to the exhibits and resident marine life. As a general rule, the aquarium does not allow non-staff divers into exhibits. Exceptions are made, however, with the approval of our curators, our dive safety officer, and the general manager. Certified scuba divers who meet all aquarium qualifications *may* be given temporary permission to dive and shoot in the exhibits.

\* A complete "Temporary Certification" form must be received by public relations and approved by the aquarium's dive safety officer at least 48 hours in advance of the shoot date, and a checkout dive may be required. Any diver permitted to dive in the aquarium's tanks will be required to sign its Agreement to Waive and Release All Claims in advance.

8. **Site Tours.** A site tour and review of on-site requirements must be scheduled between public relations staff and members of the crew a minimum of five days in advance of the shoot. At this time, all shooting locations, building access and parking needs must be addressed and agreed upon. In certain cases, an on-site tour may not be required, and the production company's requirements may be reviewed by telephone.

Filming will generally be limited to the public areas of the aquarium. Any behind-the-scenes shooting must be agreed upon during the site tour or prior to the shoot date. The size of crew, number of talent and amount of equipment must be agreed upon at the site tour or prior to the shoot date.

**9. Lighting and Electrical Needs.** Power supplies are limited in certain areas of the aquarium. Power needs must be directed to the aquarium's Maintenance Manager in advance of the shoot. This may be addressed at the time of the site tour.

Lighting restrictions may apply to certain areas of the aquarium. In most areas, additional lighting is allowed. The number of lights and their placement in relation to exhibit windows must be monitored by a member of the maintenance department or public relations staff. (The exhibit windows are acrylic and can be damaged by hot lights.)

Exhibit lighting may not be altered without permission from The Curator and Maintenance Manager. No exhibits may be lit, or exhibit lighting stay on after 8 p.m. unless an agreement is made in writing prior to the commencement of any filming on site.

**10. Exhibits and Set Construction.** Aquarium exhibits may not be altered or moved in any way. Limited set construction may be permitted. Any sets brought into the aquarium must be approved ahead of time. Nothing may be permanently attached to walls or other structures. NO TAPE MAY BE APPLIED TO WALLS OR EXHIBITS. Any materials brought into the building must be removed by members of the crew.

**11. Storage.** All space on aquarium property has a designated purpose and is at a premium. We regret that no storage of any kind can be provided on site prior to or between filming sessions, with one exception: by prior agreement, some lighting set-ups behind the scenes that may be required on multiple days may remain in place during the duration of filming.

**12. Parking.** The aquarium cannot provide extensive parking. Limited parking is available in the lots adjacent to the aquarium. As on-site parking for production vehicles is also extremely limited, parking needs must be addressed in detail and in advance of the shoot.

**13. Damages.** The production company is fully responsible for all damages occurring at the aquarium during its use and for paying for all repairs deemed necessary by the aquarium.

**14. Insurance.** The production company must carry workers' compensation insurance and a general liability policy with limits of at least \$2 million. Depending upon the circumstances, the production company may be required to obtain additional coverage, to name the aquarium as an additional insured, and to furnish a certificate of insurance to the aquarium.

**15. Model Releases.** The production company is responsible for obtaining model releases whenever necessary.

16. **Trademarks.** The aquarium's name, Maui Ocean Center, The Hawaiian Aquarium, and its tiger shark logo are trademarks owned by Maui Ocean Center. Permission is granted to use these trademarks in the company's final product without alteration. Permission must be obtained from the aquarium in writing to use any of these trademarks in promotional or other materials related to the final product.

17. **Ownership.** Except as otherwise agreed, all film and photographs shot by the production company shall belong to it. The company shall provide a copy of the final product to the aquarium for archival purposes.

18. **Use of Film and Photographs.** The production company may use film and photographs shot at the aquarium only for the purpose stated in the Agreement for Location Shoot. The company may sell its final product for broadcast by others but may not sell individual images shot at the aquarium or provided by the aquarium separate from its product. In addition, the company may not use images taken at or provided by the aquarium in connection with productions, which do not directly involve the aquarium, without its prior written consent.

19. **Miscellaneous.** Film crews may be required to provide the following:

- Walkie talkies for aquarium staff coordinating the shoot
- A facilities staff member and/or electrician, who will be contracted with separately, to be present throughout the duration of filming
- Their own equipment carts. The aquarium has a limited number of carts and they may not be available for use during shoots.

20. **Cranes and Dollies.** The weight of any heavy equipment and the type of tires on cranes and dollies must be cleared through the aquarium's Maintenance department prior to shooting.

21. **Smoking.** No smoking is allowed anywhere inside the aquarium building, whether in front of or behind the scenes.

22. **Noise.** All maintenance, major construction, repair and custodial work occurs at times when the aquarium is closed. If sound is being recorded, we will make every effort to minimize noise from sources such as floor polishers, metal carts, vacuums and other machinery, but please be aware we cannot guarantee a quiet environment. Maintenance crews must have enough time to complete all work before the aquarium opens to the public in the morning.

23. **Catering.** The aquarium's Seascape Ma'alaea Restaurant offers full catering services. On-site meals must be furnished by the Seascape Ma'alaea Restaurant (or the Reef Café). Additional private facilities at the aquarium may be reserved at an added cost. For more information regarding catering and reservation of meeting space, call the Food & Beverage Director at (808) 270-7049 or Group Sales Manager at (808) 270-7081.

**24. Location Filming Information.** External shots on Maui may require permission of the Maui County Film Commissioner, the County of Maui and/or the State of Hawaii. For information on permits or on location filming in Maui County, call the Maui County Film Commissioner, Office of Economic Development: (808) 270-7415; fax: (808) 243-7995.

**25. Additional Information.** For additional information on location shooting at the Maui Ocean Center please contact Kelsey Daimon, Marketing and Public Relations Coordinator. All location shooting must be approved in advance by:

Kate Zolezzi- General Manager

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