

Terms and Conditions

MAHARASHTRA FILM STAGE AND CULTURAL DEVELOPMENT CORPORATION LTD. (A Govt. of Maharashtra Undertaking)

Dadasaheb Phalke Chitranagari, Goregaon (East), Mumbai 400 065.

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Website: <http://filmcitymumbai.org>

Welcome to Filmcity, Mumbai – Online Booking Service

Thanks for using our products and services (“Services”). The Services are provided by MAHARASHTRA FILM STAGE AND CULTURAL DEVELOPMENT CORPORATION LTD, located at Dadasaheb Phalke Chitranagari, Goregaon (East), Mumbai 400 065, India.

By using our Services, you are agreeing to these terms and conditions of the Agreement. Please read them carefully.

Users agree to abide by them. Users hereby undertake to make payments as per the terms and conditions of the Agreement. Users undertake to execute the enclosed agreement and shall bear all stamp duty and registration charges if any, including advance payment for confirmation of the booking.

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Using our Services

You must follow any policies made available to you within the Services.

Few are some Important Terms

1. Booking will be done on the bases of first come first serve
2. The management Reserves the right to change the dates in Reservations of Floor & Locations in interest of Corporation
3. We indemnify office / employees of the corporation in case of any loss occur during booking period in filmcity.
4. All the losses due fire or by other means that are going to occur due negligence of shooting party should be sustained by them only.
5. If producer bring foreign artist for shooting purpose inside the complex before they must produce the copy of passport any permission granted by foreign department of Government of India.
6. If shooting is cancelled without giving 5 days advance notice in writing 50 % charges of the location / Studio rent paid in advance shall be forfeited.

Please Note - Kindly contact studio department for final confirmation of registration and location/ studio booking.

TERMS AND CONDITIONS

- 1** Booking of a locations / Studio on as is where is basis, will be available on first cum first serve basis on hiring as per the rates prescribed by the corporation in Enclosure-II. The hiring charges in respect of studio(s) are restricted to the internal space of the floor . Use of extra space will be charged separately and for such use prior permission of the corporation is essential.
- 2** Hirer has to intimate the expected use of the studio and shall pay shall pay in advance 50 % rental amount and other ancillary charges of the estimated hiring charges of the studio. In addition to this, 25% will be paid as security deposit at the time of booking of the studio.
- 3** The balance rental amount and other ancillary charges are required to be deposited on Commencement of the remaining 50% of the stay. For e.g. if party has booked the studio for a period of the one month and has paid 15 days rental & other charges upfront, the party is then required to deposit the balance 50% rentals etc. on the commencement of the 16th day. Service tax and other government taxes livable on film-shooting and allied activities shall be charged separately, the details of which can be asked for at the time of booking. On failure to deposit the said rentals etc, the corporation would be with in its liberty to take such action against the hirer as it may deem fit including stoppage of shooting forcible eviction & recovery of amounts through auction of goods stored inside the studio and also induct third party inside the studio and give the existing film-set on hire in which event no claim by the defaulter shall be deemed as invalid.
- 4** On completion of the booking formalities by the hirer , the corporation shall issue a Permit Card and the hirer shall carry at all times and produce the same for inspection of the officials of the corporation when demanded.
- 5** In the event the hirer intimates 5 days prior to the date of shooting for cancellation of the booking the Corporation may in its discretion refund half the amount deposited with the Corporation. However, in no event thereafter the deposit of rents & other ancillary charges would be refunded by the Corporation either on cancellation of booking and/or on abandoning of shooting for any reason whatsoever.
- 6** In the event of extension of hiring beyond the period specified at the time of booking, the same would be permitted at the discretion of the corporation.
- 7** Payments will be accepted either by way of Demand draft / pay order or by cash only. Cheque of any Bank will not be accepted except with the written permission of the Managing Director or the Joint Managing Director.
- 8** The Producers is allowed to shoot at outdoor locations as per availability for 24 hours shift ending at 8.00 a.m. of the morning at no extra cost, save & except certain areas/locations. i.e. Lake, Helipad, Kaliya Maidan, Mrutunjay Maidan, Bapu Nagar, Fariste Maidan, & Temple Maidan. In the event the production unit shifts from areas with lower hire charges to areas having higher charges, the Hirer is liable to pay the difference in the said charges even though booking is ostensibly made for a fixed location.
- 9** After booking of the studios and or out-door locations the hirer may obtain requisition slips for submission to respective departments/centers for availing of other facilities viz electricity, air conditioning, water supply, make up rooms, departmental store property and private security guards etc. which are available with the Corporation. It is made clear that in the event of any power failure, mechanical fault and/or other unforeseen circumstances which are beyond the control of both the hirer and the Corporation, no concession or refund in the rental and other ancillary charges would be given.
- 10** The facilities/amenities mention herein can be availed by the hirer on payment of charges for the respective items separately.
- 11** Half shift of 4 hours will* be allowed in exceptional cases by the Joint Managing Director/Managing Director provided the payment/hire charges are made on daily basis.

- 12** 50% concession in rentals of studio and or out-door location and other amenities is allowed for Marathi films & serials which would be telecasted on Doordarshan subject to documentary proof in this regard.
- 13** 25% concession in rentals of studio/out-door location and other amenities is allowed for producers of other regional films shooting only if shot by 16mm cameras.
- 14** 50% of the hiring charges would be charged for the number of days required for erecting the film set as also on dismantling thereof. The number of days prescribed for erecting and dismantling, would be a maximum of 2days on either occasion. In the event hirer requires more than prescribed period of 2 days, full rentals would be applicable from the 3rd, day onwards on either occasion.
- 15** Package deals are available for producers who hiring the studios and or locations for a minimum period of 11 months which may be renewable on expiry of the said period on such terms as the Corporation would decide. Package deal involves concession of 5 days rental for every 30 days of shooting. This concession will not be given in case, the hirer is in default of payment of hiring charges for 3 months or Rs. 10 lacs whichever is less.
- 16** The hirer shall pay prescribed hiring charges of studio and or location & other ancillary charges on time. If the studio and or location is booked for a period less than 7 days the hiring charges will be charged to the Producer on daily basis.
- 17** If the amount is deducted on account of TDS, then in any case certificate to that effect should be submitted as per Income Tax rule 31 (3) to the corporation. If the tax deducter fail to furnish the TDS certificate as per Income Tax rule 1962 u/r 31 (3) the corporation take liberty to recover the amount of TDS from the defaulter along with the Penal interest as applicable as per income tax rule.
- 18** The hirer who has booked the studio and or location desires to avail of other facilities / amenities like water. Make up van make up rooms etc shall avail of the same only from the agency / person authorized by the Corporation at the rates prescribed therefore. In the event such services/facilities are not available with the corporation on any given day, the hirer can avail of the same from outside at their own risk & costs without any liability of whatsoever nature on the corporation. Similarly, in such an event the hirer would solely be responsible for any wrongful act or deed of such agency and or its employees and the corporation shall in no way be held responsible. In the event any adverse claim is made against the corporation in this regard the hirer hereby agrees to fully indemnify the corporation and its officers.
- 19** Booking for the facilities /amenities prescribed in herein would be in accordance with the terms and conditions laid down. Shooting properties if hired by the party for shooting purposes will be charged extra. Any property damaged during shooting , damage charges will be levied extra. Shooting properties of corporation will not be allowed to be taken out of the film city campus.
- 20** The arrangement for „Taraffa“ will have to be done by the hirer through the contractor enlisted with the corporation as per the prescribed rates. The producer will not be allowed to engage private contractor for Taraffa without prior permission.
- 21** Once studio or outdoor location is handed over to the hirer the safety of the hired studios and or location, individuals and materials at the sight shall be entirely the Hirer“s responsibility.
- 22** The hirer is required to furnish the names and other details of the persons concerned with the films shooting to enable the corporation to supply badges/permits which shall be carried by such persons at all times together within the premises of Dadasaheb Fhalke Chitranagari.
- 23** The hirer is required to furnish the names of the star-cast connected with the films, serials etc.
- 24** Unregistered and or unauthorized persons are not allowed in the premises. If extra crowd is needed for bonafide shooting purpose, the production office shall furnish the list of such persons, their names, addresses and collect entry pass cards from the Studio Manager in advance before the shooting is commenced.

- 25** The Hirer is required to furnish an inventory of articles/goods brought into the studio and or location hired by them as soon as the same is booked. Details of further articles/goods brought into the studio subsequently shall also be intimated to the Studio section of Corporation from time to time. In no event the Corporation will be responsible for the safety of the good/articles brought in by the hirer.
- 26** Use of kerosene, diesel, petrol, other chemicals, explosive blasting crackers and other inflammable materials etc. is highly objectionable and not permitted inside and outside the premises and or locations.
- 27** No fire or blasting sequence will be allowed in or around the building premises of the film-city or outdoor locations without written permission from the respective Competent Authorities such as Fire Department, Brihan-Mumbai Municipal Corporation, Police authorities, Explosive Department etc. After ascertaining the permissions issued by the competent Authorities, the Corporation may give a written permission in this regard for outdoor locations only. In the event the fire sequence or blasting is done without such a written permission, the party shall be fined a penalty of Rs. 50,000/- per such act in addition to any civil or criminal action available under the law of the land for damages and fro further penal action.
- 28** The hirer shall not without prior permission in writing from the authorised officer of corporation use any inflammable stuff, chemical liquid explosives, kerosene, disel petrol etc. for any shooting sequence in any event the hirer shall not create any activity which will produce „Sound“ impact which will be beyond levels laid down under the relevant Act.
- 29** That in case of breach of these terms/conditions by the hirer, the corporation shall without prejudice to its other legal rights forthwith stop the shooting and or may terminate this contract.
- 30** The hirer/producer shall intimate to the Corporation the names and persons who shall be in-charge on behalf of the Production House in respect of the day-to-day affairs for the purpose of shooting and also liasoning with the Corporation.
- 31** It shall be the responsibility of the Hirer to return the goods / articles hired from the Corporation in the same condition as it was while handing over. It is made clear that full cost of the goods / articles will be recovered from the hirer for any damage caused thereto.
- 32** Entry of the members of production unit is restricted only to their shooting site studio and not other shooting sites / offices / locations.
- 33** Utmost peace, cleanliness and cordial atmosphere shall be maintained by the persons connected with filmshooting and no disturbance or public nuisance will be tolerated and in case of non-observance thereof by the hirer and individual concerned with him shall be held responsible for the same and penalized by the Corporation and or action under law will be taken.
- 34** The producer shall remove all plaster of paris, kanthan or any other material, residue resulting out of dismantling of the set. The material will have to be taken out of the Film City by the hirer at their own cost falling which the Corporation would do so at the cost of the Hirer and cost thereof shall be recovered in the manner prescribed herein.
- 35** Corporation is authorized to take photographs of the film-sets other locations-structures for the purpose of corporation“s records. The producer or any other person acting under the hirer shall not object to the same.
- 36** Hirer / producers should ensure that all electrical equipments / materials used for film shooting and film set brought from outside the film city area are in good condition with an ISI mark and are fitted by authorized persons. Hirer producer should also ensure that Generator vans procured for the purpose of providing electricity for shooting are in good condition and should get an approval from the Deputy Engineer (Electrical) of the Corporation. In the event of any damage or loss caused to any person or property of the corporation due to such Generator vans and / or defective electric materials the entire liability will be upon the hirer producer to make good such loss.

- 37 No loose wiring having joint shall be permitted and nothing shall be stored erected wiring the radius of one meter from any electric wiring/electric wiring installation Apart from this, electric plug should not be overloaded than its rated capacity.
- 38 Nothing shall be stored in the electric meter cabin and staircase and the main electric supply shall be switched off before pack up.
- 39 If carpet are laid in the sets, temporary electric wiring shall never be laid under the carpet.
- 40 No construction / of whatsoever nature including temporary shade shall be erected without prior permission in writing from the corporation.
- 41 Installation like telephone D.T.H. Television will require prior permission from the corporation.
- 42 Wearing of safety belts/helmets and other safety gear as require under relevant acts is compulsory on the film sets and studios hired by the producer. If the workers or other person are found to be without safety gears then the hirer shall be solely held responsible and dealt with in accordance with law and no claim arising out of such accidental mishap will be entertained by the corporation.
- 43 The hirer/ Producer shall at their own cost procure adequate insurance for the film-sets, films, artists, technicians and other individual connected with the production unit in the event of any loss to in Corporation property beneficiary shall be the Corporation.
- 44 It shall be the sole responsibility of the hirer/producer to ensure the safety and protection of the unit members, artist other persons (s) and property hired and /or owned by the Hirer/Producer in relation to the film-shooting. The Corporation shall not be held liable to any damage or loss caused to the person or property of such person of whatsoever nature. In the event of any such claim being made against the Corporation, the Hirer/Producer undertake to indemnify the Corporation and the officer from any such claim. The Corporation shall recover the amount of losses and or damages from the security deposit of the hirer this shall be without prejudice to other legal rights of the Corporation.
- 45 The hirer/producer or other responsible persons are required to produce gate pass (es) in advance for removing any article/goods or shooting materials of whatsoever nature. It is made clear that such gate passes will be issued only for the goods / articles / shooting materials of which inventory is furnished to the corporation. In no event gate passes will be issued before cleaning of every due/payment receivable by the corporation from such hirer / producers and the corporation shall be deemed to have lien on all immovables of the hirer.
- 46 The producer/hirer should note that his material / equipment etc. brought in by him for shooting purpose shall not be allowed to be taken out of the premises of the corporation unless he shows the receipt for payment due against him and the required gate pass at the concerned gate and hand over the gate pass to the security person posted there. The corporation dose not take any responsibility for any loss suffered by the producer on account of his materials / equipment being retained for want of gate pass and no claim of whatsoever nature from anybody will be entertained in this regard and the hirer agrees to indemnify the corporation against any such claim.
- 47 The hirer / producer is required to maintain and ensure the safety of the studio and other articles / goods hired from the corporation and return the same in good condition. All necessary safety measures for the maintenance and safety shall be taken by the hirer at his own cost & responsibility, any change alteration inside the studio may be permitted in exceptional cases by the art Directors in consultation with the Engineers of the Corporation.
- 48 The hirer / producer is required to peacefully vacate and hand over the film studio / location to the corporation on the expiry of the period of hire and clear all the dues payable by the hirer to the corporation for the stay and hire of goods.

- 49** In the event the studio is not vacated on expiry of the period of stay, the corporation and its officials shall be entitled to forcibly evict the Hirer/Producer with all his goods/articles and in no event the Corporation be held responsible for any damage caused to the goods/articles during such forcible eviction. The entire cost for forcible eviction and dismantling of the set shall be borne by the Hirer/Producer which shall be recoverable by the Corporation in the manner set out herein.
- 50** In the event of failure to clear the dues, the Corporation is hereby authorized to seize the studio and its goods lying inside including cameras etc. and shall be entitled to auction the same to recover their damage charges, irrespective of whether the name is of Producer's ownership or brought on hire. In addition to this on failure to vacates on the last date of booking then the Producer shall be liable to pay defaulting charges of Rs. 50,000/- per day and that the said defaulter shall be solely "responsible" or any legal complication and financial liability arising out of any litigation/action taken by the party holding the next booking in which event the said defaulter is liable to indemnify the Corporation.
- 51** In the event any hired studio which lying idle for a period of 3 months without any shooting and without payment of hiring charges the Corporation will also be entitled to forcibly evict the Hirer and their production unit member beside this the Corporation will be entitled to re-hire the said studio and the film-set erected by the previous Hirer to any other third party. The concessional rate, if given, will not be applicable in such cases in the event the said studio is not re-hire to any third party, the Corporation would be entitled to recover 50% of the electricity and air-conditioning charges irrespective of their usage during the said period.
- 52** Any damages caused to the film-studio and other article/goods hired from the Corporation shall be made good by the Hirer/Producer as per the assessment of the damage by the Officials of the corporation or as per assessment of the damages/losses by the valuer appointed by the Corporation. At the first instance amount of such damages and or losses shall be recovered from security deposit of the hirer and or from the insurance company and or by other legal mode.
- 53** The Corporation shall be entitled to retain the exposed of the film and tapes of the serials until the last penny of the dues of the corporation is cleared and paid by the hirer in the event the hirer refuses to clear the dues and or neglect to pay the dues the corporation shall wait for a period of one month and thereafter take such steps for either sale of the exposed films and tapes retained by it as a lien for recovery of its dues. The corporation will also be entitled to auction the broadcasting rights for recovery of its dues.
- 54** The hirer / producer shall use the film-studio and location for the purpose for which it is hired and in no event shall sublet or part with the film studio and or location to any other person.
- 55** Producer/Hirer shall keep the access roads, internal passages, exit routes leading to the studios free from obstructions. All the exist doors shall open outward in the passage and shall not be bolted from inside during working hours.
- 56** The hirer/producer shall, at the time of booking display the name of the banner under which the film shooting will be carried out in the filmstudio. Booking in the name of one banner and shooting by other banner name is not permissible.
- 57** Outsiders who are not related to and/or connected with the film-shooting will not be permitted inside the filmcity or the film-studio.
- 58** It shall be the sole responsibility of the Hirer or the Production House to obtain requisite permission for bringing in animals, birds etc. for the purpose of shooting.
- 59** The Hirer of Production House should respect the sentiments of other people associated with some Idols/effigies/drawings/paintings etc. brought in for the purpose of shooting and that the Hirer agrees to indemnify the Corporation from any claim or damages arising out of such sentiments.
- 60** Name of Dadasaheb Phalke Chitranagari should be mentioned in the titles of the film-television serials, Failure to do so would entail an additional hiring charges of Rs. 10,000/- on the production house and/or the hirer.

- 61** The official of the corporation numbering 2 at a time, shall be permitted by the hirer and their unit members to have access to the studio, the film set and location when actual shooting is going on. During the time other than shooting, any number of officers the corporation will be permitted.
- 62** That it shall be binding on the hirer to prominently show in the titles of the films, television serials the name of Dadasaheb phalke chitranagari in case of failure to do so corporation shall be at liberty to take appropriate legal action against the hirer for breach of conditions as well as liquidated damages to the extent of Rs. 50,000 shall be recovered from the hirer. This amount may also be recovered from other account of the hirer with corporation.
- 63** In the event of any goods/articles or other baggages are kept in the premises of the Corporation, demurrages charges, as may be levied by the Corporation shall be required to be paid by the Hirer.
- 64** The corporation will be entitled to cancel the permission granted here under and stop the shooting without any notice, if in the opinion of the corporation the hirer / producer or any member of the production unit has committed breach of the terms mentioned hereby.
- 65** The corporation will also be entitled to cancel the booking for valid and justifiable reasons by giving the hirer 7 days notice in such event the corporation would refund the amounts after deducting the dues payable under this contract.
- 66** The person/individual signing this contracts shall produce an authority letter from the concerned person or hirer or producer.
- 67** The Hirer shall forth with intimate to the Corporation any mis-hap and /or occurrence of an unusual event on the studio premises.
- 68** If any dispute, difference or question arising out of this agreement between the parties hereto the same shall be referred to arbitration of single arbitrator in accordance with provisions of the Arbitration and Conciliation Act., 1996 or any amendment thereof whose decision in relation to any such dispute of difference shall be final and binding on the parties hereto.
- 69** That no shooting based on the theme/subject which is against national and or social interest will be permitted by the corporation. Similarity any indecent sequences or shooting of pornography films is prohibited. In case if the hirer is found violating the terms of this agreement the MD and /or Jt. M. D and or any other authorized officer of the corporation shall have full powers to stop the shooting even without giving any notice. After stopping the shooting opportunity will be given to the hirer to submit his say and thereafter the corporation shall take appropriate decision and will decide the further course of action.
- 70** That in case of any breach of terms and condition here in above by the hirer, the corporation shall terminate this agreements by giving 24 hrs advance notice in writing to the hirer in such event balance amount of studio rent if any lying with the corporation shall not be refunded to the hirer, this remedy shall be without prejudice to the other legal rights under the civil or criminal laws.
- 71** Kindly ensure that your staff on site shows sensitivity towards habitat abuse. Be considerate to plants and animals. Do not cut or burn any plants. Do not kill any animal such as snakes, lizards, birds, etc. In case you encounter a snake please contact BNHS at 28402946 they would provide the help.
- 72** As far as possible try to use steel utensils for serving meals and beverages. Avoid usage of plastic cups and plates, as they are hazardous to the natural environment and wildlife around.
- 73** At your shooting site, hirer shall have dustbin wherein all the trash could be collected instead people littering the surrounding.

I have read above terms and conditions. I agree to abide by these terms and conditions and shall be responsible for location / studios.