



POLICY FOR GRANTING SHORT TERM LICENSE FOR FILM SHOOTING / TV COMMERCIAL SHOOTING / PHOTOGRAPHY AND / OR OTHER GROUP / PROMOTIONAL EVENTS IN JMRC'S PREMISES / ASSETS INCLUDING STATIONS, TRAINS AND VACANT LANDS

1. Introduction :

Jaipur Metro Rail Corporation (JMRC) is an undertaking of Govt. of Rajasthan. It presently has 9.6 Km. (Phase 1A) of Route running between Mansarovar to Chandpole Metro Station. This 9.6 Km of Route consists of 9 Metro Stations. Presently 2.4 Km of additional underground route is under construction from Chandpole to Bari Choupar [Phase 1B].

Jaipur Metro is a World Class & State of Art Metro System. JMRC Premises including the space(s) at Stations (inside or outside), inside depot and inside trains may be given on short term license basis for the purpose of shooting of films, documentaries, TV commercials, photography and/or for organizing other group/promotional events, etc.

Advertisement of any kind including product display shall not be permitted during continuance of such license. Further, these activities should not cause inconvenience to the Metro users or interfere in the normal operation of Metro services.

2. Objectives:

- 2.1** To promote Jaipur Metro as an attractive, accessible and affordable shooting / event venue and to create its brand image as the most preferred Metro System in the country.
- 2.2** To showcase Jaipur as one of the best shooting destinations in terms of modern infrastructure, heritage connect and demographic canvas in the national and international market.
- 2.3** To generate non-fare revenue through short term licensing of vacant space inside Jaipur Metro premises/ assets.

3. Eligibility

Any reputed production house, event management company, show organizer, film producer & exhibitor and branding company or non-commercial organizations such as educational institutions, NGOs, charity-based organizations, etc., or any interested individual may make a request on the letter head of the company/organization, as the case may be, in the format as per Annexure-A.

4. Application Process:

- 4.1** The applicant organization/individual as mentioned at Point 3 above shall apply in prescribed Application Form (Annexure-A) which should be submitted to **Executive Director (Corporate Affairs) JMRC** at least 20 working days in advance for proper scrutiny and approval, along with non-refundable registration amount of Rs.5,000 (Rupees Five thousand only) in the form of demand draft in favor of “Jaipur Metro Rail Corporation Ltd.,” payable at Jaipur. Any clarification to the policy shall also be addressed to Executive Director (Corporate Affairs), JMRC. The amount of GST, if applicable on registration amount, is included in Rs. 5000.
- 4.2** A synopsis of the Film/Documentary/Event etc, is to be submitted along with the application.
- 4.3** The application will be registered in the order of their receipt in JMRC along with registration amount and confirmation will be done in the order of registration, i.e., on first come first service basis. The order of priority will be maintained in the Corporate Affairs directorate to record the time and date of registration of request only for duly filled applications with registration amount and synopsis.
- 4.4** The proposal shall be examined by JMRC and if found suitable, at the sole discretion of JMRC, booking of event shall be confirmed and the proposal shall be technically approved by JMRC within next 5 working days.
- 4.5** On technical approval of the proposal of event, a demand note shall be raised by JMRC to the applicant organization for deposition of the refundable security deposit & booking amount in prescribed format.
- 4.6** All fees including all applicable taxes must be submitted in the form of Demand Draft/ Bankers 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.
- 4.7** Applicant will also submit an indemnity Bond in the format at Annexure-‘B’ indemnifying JMRC completely against any loss, injury, damage caused to metro commuters, JMRC’s personnel/material/property/ passengers and also to applicant’s own men & property during the period of license and undertake to bear all costs included as a result of such incident.
- 4.8** On deposition of required Security amount/ booking fees and submission of Indemnity Bond, a Notice to Proceed (NTP) shall be issued by JMRC permitting the applicant for organizing the event

indicating the duration with date & schedule.

- 4.9** The shooting/ event shall be conducted in the presence of designated officers/ officials of JMRC following all the guidelines of application/ permission.

5. Fees for Grant of License

"5.1 The Fees for Grant of License as per this policy shall be as under:-

| S. No. | Area of booking | Fees for grant of license (in Rupee) # |
|---------------|--|---|
| 1. | Train | |
| 1.1 | Inside a metro train (presently four coaches) | 80,000/- per two hours |
| 2. | Inside Metro station (Elevated) | |
| 2.1 | Inside Station (Per Station) | 1,00,000/- per two hours |
| 2.2 | Inside Station & train(one station + one train) | 1,50,000/- per two hours |
| 3. | Inside Metro Station (Underground) | |
| 3.1 | Inside station (per station) & Premises | 1,50,000/- per two hours |
| 3.2 | Inside Station & train (one station+one train) | 2,00,000/- per two hours |
| 4. | Land outside Metro station | |
| 4.1 | Vacant land outside Metro Station (parking area) [Mansarover (north)], new Aatish Market (North/South), Vivek Vihar (North), Ram Nagar (North & South) | 1,00,000/- Per day (24 hours) for each parking area |
| 4.2 | Vacant land inside Metro Depot | 1,00,000/- Per two hours |
| 4.3 | Any other Land parcel outside Metro Corridor | 25,000/- Per day (24 hours) for each 1000 sqmtrs. of area and in proportionate thereof. |

Taxes (GST) shall be extra as per applicable rates. Minimum charges shall be as applicable for two hours or one day; as the case may be. The duration of shooting/ event beyond 2 hours/ 1 day, as the case may be, shall be in the span of 15 minutes/1 day and the charges shall be applicable on pro rata basis.

25% discount shall be offered in case of permission sought for

shooting / event to be held between 23:00 hours to 06:00 hours for stations. No such discount shall be offered for the packages involving shooting / event inside trains (Serial No. 1.1, 2.2 & 3.2 of table in 5.1 above) during night hours.

Here, following definition of station, trains, etc., are to be considered: -

Inside Train: When train(s) has/have been booked and the activity inside the train include shooting of boarding/deboarding at platforms. The applicant should familiarize itself about train running timing. During the operation hours, no separate dedicated train shall be provided. In case of booking of train during night hours (23:00 to 06:00 hours), a dedicated train (presently four coaches) will run for this purpose.

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 inside the train will be permitted as part of shooting of the station.

Inside Station & train (both): the shooting etc. will be permitted inside the train, outside the train, inside station area (per station). One train & one station shall be allowed in each package.

Vacant land inside Metro depot: The Shooting/Photography etc. will be permitted inside Metro Depot at Mansarovar on hourly basis subject to technical feasibility. There may be certain areas inside the metro depot where shooting may not be allowed/ permitted.

Vacant land outside Metro Station : The shooting/photography etc. will be permitted in the parking area adjacent to Metro Stations on daily basis subject to technical feasibility. Such facilities shall be available only on parking areas adjacent to some of the metro Stations, i.e., Mansarover (north side), new Aatish Market (North or south side), Vivek Vihar (North side), Ram Nagar (North or south side).

Vacant land at other land parcels: This includes the vacant land at other land parcels of Jaipur Metro (presently at Dev Nagar, Lal Kothi, Phoos Ka Bangla and Jhalana Bye-pass) upon which license for shooting, photography, exhibitions, etc., may be granted for short term (maximum for one month in single stretch) events subject to technical feasibility & following all statutory guidelines on daily basis.

The charges will be applicable for a minimum of 1000 sqmtrs. of area even if less area is required by the organizer. For additional area beyond 1000 sqmtrs, the charges will be taken on proportionate basis.

5.2 The above mentioned charges shall be paid, in advance, in the form of Demand Draft / Banker's Cheque drawn in favour of "Jaipur Metro

Rail Corporation” payable at Jaipur.

5.3 The agency will be given maximum 60 minutes free time to set up the instruments/camera, etc. Also, maximum 30 minutes free time shall be allowed to dismantle the shooting/ event setup and to wrap up the event. In case of any dispute regarding time of start/wrap up of activity or free time allowed, the decision of JMRC would be final and binding.

5.4 In case the shooting/event goes beyond permitted time, then additional charges on pro rata basis shall have to be paid by the applicant. 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. In case of events organized on daily basis; the additional time shall be counted for day basis (in the multiples of additional days).

Such extension will not be permitted more than 50% of additional time/day from the original permitted time schedule. Any additional charges beyond the security deposit; will have to be paid before leaving the venue.

5.5 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 found leading to lowering of revenue then it will not be agreed.

6. Security Deposit

Besides applicable charges as mentioned at 5.1 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 event). The amount of the security deposit shall be as under: -

| S. N. | Property Involved | Amount of Security Deposit (in Rs.) |
|--------------|--------------------------------|--|
| 1) | Stations (inside): elevated | 1,00,000/- |
| 2) | Stations (inside): underground | 1,50,000/- |
| 3) | Land outside Metro Station | 50,000/- |
| 4) | Inside Train and Station both | 2,00,000/- |
| 5) | Only inside Train | 1,00,000/- |
| 6) | Inside Depot | 1,00,000/- |

| | | |
|----|-----------------------|-------------|
| 7) | Any other land parcel | 2,50,000/-# |
|----|-----------------------|-------------|

For each 15 days of event.

Note:

In case of any loss and/ or damage caused to JMRC's property, the applicable amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.

This Security deposit shall be refunded after completion of event deducting dues of JMRC, if there is any.

7. Indemnity Bond

The applicant shall submit an indemnity bond on a stamp paper of requisite value under the Law, duly notarized, indemnifying JMRC completely against any loss, injury, damage caused to metro commuters, JMRC men, material & property and to their own men & material during the license period and undertake to bear all cost incurred as a result of such incidence. The format is at Annexure- B which is required to be submitted to JMRC before the start of event.

8. Cancellation and Refund Rules

8.1 The booking may be cancelled during JMRC office hours i.e., from 9:30 AM to 6:00 PM (from Monday to Friday) 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 schedule 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 but later than 5 days in advance (Excluding the day of event) | 25% |
| Later than 3 days in advance (Excluding the day of event) | Nil |

Illustration: If booking has been made for Sept 15, 2018

| Time of making request for cancellation | Refundable booking amount |
|--|---------------------------|
| Before or on Sept 8, 2018 | 75% |
| After Sept 8 but before or on Sept 10, 2018 | 50% |
| After Sept 10 but before or on Sept 12, 2018 | 25% |

| | |
|---------------------|-----|
| After Sept 12, 2018 | Nil |
|---------------------|-----|

8.2 The Security Deposit will be refunded in full on cancellation of the booking.

8.3 JMRC reserves the right of full refund in case of special conditions beyond the control of licensee.

8.4 JMRC, shall at all times, reserve 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 shooting will be counted up to the next 15th minute and the booking fee will be charged upto the period of shooting/ filming/ activity.

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

8.5 In case of acceptance of cancellation request, JMRC reserve the right to allocate it to the next applicant in the order of priority.

9. Other Terms and Conditions:

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

9.2 The applicant shall be responsible to obtain any/ all permissions from all concerned agencies of local/State/Central Government, wherever required. The applicant shall ensure that no such act /omission is done on their part which may affect the law & order situation in JMRC.

9.3 JMRC reserves the right to interrupt or halt any event considering the safety & security of Metro operations, personnel and property, before or during the course of event, without any advance notice and no claim or compensation in this regard will be entertained.

9.4 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 and to conduct cleaning at the end of license period. Any costs incurred by JMRC 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.

- 9.5** In case of power requirement during the event at the station/depot, the power supply will be available on chargeable basis. A separate application is to be filed to Executive Director (Traction/E&M), JMRC for this purpose well in time (at least two working days in advance). Applicant can also use light weight generators/ battery back-ups for supply of power as required which can be installed at suitable place at their cost & under the supervision of JMRC team. All cords and wiring running along the floor must be taped or guarded so that metro passengers and staff do not trip or fall. The temporary power supply at other land parcels (non metro corridor) shall be arranged by the licensee directly.
- 9.6** The company/ production house may use film, video and photographs shot at JMRC only for the purpose stated in the application form. The images/ footage should not be used for any other purpose without written permission from JMRC.
- 9.7** JMRC reserves the right to restrict the number of persons and the number /type of equipment / vehicle entering the metro station/ train / other spaces for this activity.
- 9.8** JMRC 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 and/ or by any participant in the event.
- 9.9** There should not be any inconvenience to the daily commuters at the time of the event.
- 9.10** Display of any sort of advertisement in the metro premises, including trains, will not be permitted during the course of any permitted event.
- 9.11** The proposed activities shall not tamper the operational activities or cause any inconvenience to the passengers.
- 9.12** No negative projection of JMRC in the Film/Documentary/Event is permitted. There should not be any direct/indirect reference to terrorism in the script which contains shots of the metro.
- 9.13** In case of any loss and / or damage caused to JMRC's property, the appropriate amount will be deducted from the security deposit or charged additionally in case it exceeds the security amount.
- 9.14** All people of the applicant's team shall carry entry badges at the time of event. The entry fees for the crew members and staff of applicant for paid areas is included in the Licence fees.

- 9.15** In case of any exhibition/ Mela etc., at JMRC land parcels, all statutory permission, including fire NOC, security clearance, Traffic clearance, etc., shall be obtained by the licensee from concerned authorities.
- 9.16** Activities prohibited under any law including but not limited to the Metro Railways (Operation & Maintenance) Act, 2002 and Rules made there under will not be allowed.
- 9.17** Animals will generally not be permitted on JMRC property. If it is required JMRCs prior permission will be a pre-requisite. If consent is granted, animal(s) must be kept under control at all times by qualified personnel. Prior to seeking such permission from JMRC, the applicant shall seek permission from concerned authorities related to animal welfare, environment protection and others as applicable; and shall comply with their directions at all times during the currency of license.
- 9.18** Use of fire, crackers, gunfire, explosives, alcohol, narcotic substance, contraband goods, radioactive substances hazardous chemical/ material or any other items prohibited under law including but not limited to Narcotic Drugs and Psychotropic Substances (NDPS) Act-1985, are not permitted inside JMRC stations / trains/ depots during the event.
- 9.19** Filming of Photo or Video must not display any offensive or obscene material or any material with political, religious or racial overtones.
- 9.20** The Licensee is not allowed to make any changes in respect of the names of the locations, stations, train etc. without prior specific permission of JMRC.
- 9.21** JMRC staff / contractual staff and its contractors will not be involved in the event without the prior written permission of JMRC.
- 9.22** JMRC reserves the right to restrict the number of persons and the type of equipment entering the metro station/ depot/train / other land parcels, for this activity.
- 9.23** The applicant will ensure that the event is covered by comprehensive insurance for 3rd party losses and any type of damages to JMRC property.

10. Exemption / Relaxations:

Any exemption / relaxation in the policy may be permitted with the approval of MD, JMRC.

Encl.: Annexure A & B.



Annexure-A

APPLICATION FORM FOR GRANT OF SHORT TERM LICENSE FOR FILM SHOOTING / TV COMMERCIAL SHOOTING / PHOTOGRAPHY AND / OR OTHER GROUP / PROMOTIONAL EVENTS IN JMRC'S PREMISES / ASSETS INCLUDING STATIONS, TRAINS AND VACANT LANDS

(To be submitted at least 20 working days in advance from the date of event)

Date of Application: _____

1) Name of Company/
Production House/
Organisation/Individual/
Firm, etc.

2) Registered Address

3) Local Address, if any

4) Contact Person

5) Phone & Mobile No

6) E-mail

7) Type of Event

| | | | |
|-----------------|--------------------------|-----------------------------|--------------------------|
| Filming | <input type="checkbox"/> | Promotion | <input type="checkbox"/> |
| TV / Commercial | <input type="checkbox"/> | Documentary | <input type="checkbox"/> |
| Photography | <input type="checkbox"/> | Exhibition | <input type="checkbox"/> |
| Others | <input type="checkbox"/> | [Specify in case of others] | |

8) Proposed Location(s) of
Event

9) Proposed Date(s) and Time(s) of the event (including break up of time for site preparation, shooting and wrap up)

10) Synopsis / detailed description/outline pertaining to the event at JMRC premises (attach additional sheet(s) if necessary)

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

11) Types and Number of
vehicles

12) List & type of
Equipments

13) Charges payable to JMRC as per policy

14) Security deposit applicable as per JMRC's policy:

15) Details of payment of the Registration Amount enclosed:

16) I/we hereby undertake as per followings:

: UNDERTAKING :

I/we certify that the details of this application accurately reflect the event as proposed, and that I have fully read and understood the terms and condition mentioned in the Policy Circular of JMRC. If the event is approved, my company and I agree to abide by the guidelines and terms & conditions established in the policy circular. A signed copy of JMRC's policy circular accepting the terms & conditions is enclosed herewith.

Signature of Authorised Signatory

Name:

Signature:

Company Seal:

Designation:

Date:

Encl : as above.



INDEMNITY BOND

[ON STAMP PAPER OF REQUISITE VALUE* AND DULY NOTARISED]

(To be submitted at least 10 working days before the date of scheduled event)

I [Name of the official],[Designation], [organization] having Registered Office at _____ have been authorized by Jaipur Metro Rail Corporation Ltd. to carry out _____ [event] for a period of _____days from _____ to _____ for my visit to _____. I hereby indemnify Jaipur Metro Rail Corporation, its Representative and Officials completely against any loss, injury, damage caused to metro commuters. JMRC's men, material & property and to our men & material as well during the said license period and undertake to bear all costs incurred as a result of such incidence.

I hereby further state that no claims/damages whatsoever shall be made by myself or my representative against JMRC on the aforesaid context before any court/ statutory authorities.

Signed _____

witnessed by _____

Name of Indemnifier _____

(1)_____

Designation : _____

Address _____

(2)_____

* Presently Rs. 500/-