

STATE OF NEW YORK  
OFFICE OF PARKS, RECREATION AND HISTORIC  
PRESERVATION

FILMING/PHOTOGRAPHY/SOUND RECORDING PERMIT  
AND PERMIT APPLICATION

Facility: \_\_\_\_\_

Region: \_\_\_\_\_

OPRHP CONTACT FOR THIS PERMIT:

Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

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The New York State Office of Parks, Recreation and Historic Preservation (OPRHP) welcomes you to its unique park and historic site system. It is our goal to Permit the use of our facilities for filming, photography and sound recording when and where possible, while conserving and protecting the State's natural, cultural and scenic resources for future generations. Therefore, in issuing this Permit, we give primary consideration to the potential for damage to the State's environmental, recreational and cultural resources and to anticipated disruption of normal patron use.

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**PART A: INFORMATION FOR THE APPLICANT; PERMIT INFORMATION AND REQUIREMENTS; PROCESS**

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**PERMIT INFORMATION AND REQUIREMENTS**

This Permit may be required for filming, photography and sound recording at all parks, recreational facilities and historic sites under the jurisdiction of OPRHP.

Generally, Permits are not required for the following:

- Visitors using cameras and/or recording devices for their own personal use.
- Film or video news crews and technicians at news events.
- Filming, photography or recording undertaken by OPRHP or its agents or contractors.

However, if the filming, photography or recording would involve any of the following conditions an application for a film Permit must be submitted:

- (1) use of a prop, model or set;
- (2) interference with normal patron activities;
- (3) use when the facility is closed;
- (4) use of any area closed to visitors;
- (5) alteration of facilities or environmental resources;
- (6) exclusive use of a defined area;
- (7) use of drones; or
- (8) use of vehicles.

An application for a Permit may be denied if:

- In the opinion of OPRHP, the activity requested is not compatible with the environmental, recreational, or historic character of the facility or area requested or may create health or safety risks;
- The activity depicts activities that are illegal or not Permitted within a recognized park area, i.e., vandalism, the commission of a violent crime, or dangerous, illegal stunts that may promote "copy-cat" acts within park facilities.
- The project will place unreasonable burdens on OPRHP staff, regardless of the applicant's willingness to pay assessed cost recovery;
- The proposed activity would unreasonably conflict with normal access to and use and enjoyment of the facility by facility patrons; or
- The applicant fails to obtain insurance/bonding, to pay the required deposit, or fails to satisfy a material condition of the Permit.

OPRHP may assess the following fees and charges in connection with this Permit:

- Direct costs: This charge shall reimburse OPRHP for actual operation, program and administrative costs that are incurred as a result of the filming/photography/sound recording activity. Depending on the size and complexity or other factors it may be necessary for State Park staff to be present during set-up, while the activity is occurring and break-down to assure full compliance with all terms and conditions of the Permit.
- Security Costs including Park Police coverage if necessary. The Park Police will determine the level of security necessary on a case by case basis. For example, smaller projects that do not involve much staff or equipment may not require much security while larger projects with equipment left on site may require twenty-four hour security. The applicant shall pay these costs. No level of security can be a guarantee against loss. OPRHP assumes no responsibility for the loss of or damage to any equipment, property or for any and all damages to persons or property.

- Patron impact costs: This charge will replace revenues that OPRHP does not receive if a facility is unavailable to the public due to the filming/photography/sound recording activities.
- Restoration and clean-up costs are the sole responsibility of the Permittee unless otherwise agreed. Restoration and clean-up costs may be estimated in advance and paid up front by the Applicant. It is the sole responsibility of the Applicant for any costs that exceed this estimate.
- Location fee: This fee is intended to compensate the State for the use of State property for filming, photography and sound recording. By paying this fee the Permittee obtains the right to temporarily exclude the public and the press from the Permitted area during the time period covered by this Permit.
- The applicant may be required to post a refundable security in the form of a bond or other security deposit to cover damages, restoration or clean-up costs, and may also be required to provide general liability insurance as provided in PART D/G of the Permit.

## **PROCESS**

This document is a consolidated Application and Permit and the terms "Applicant" and "Permittee" apply to the same entity at different stages of the process.

The Applicant should provide the information requested in PART B and PART C of this Permit. Although some space is provided, except for the simplest of projects, we recommend attaching sufficient documents to provide OPRHP with a good understanding of the activity.

In Part C, please describe the type of activity envisioned. Describe what will be filmed or photographed or recorded and how. Please include the number of people, animals and vehicles involved and any special equipment which you will use. Equipment should be described fully, including potential for causing environmental damage, including adverse noise and lighting impacts. If applicable, to describe your project use terminology included in the Film Industry Terminology attachment.

For filming, a copy of the script treatment must be provided.

A meeting with the Facility Manager is required. A walk through/scout may be scheduled in advance of the activity.

If requested to do so by the Facility Manager, mark all potential sites for activities relating to the activity on a map of the facility to be provided by the Facility Manager.

The General Conditions contained in Part E of this Permit apply to the activity unless such conditions are specifically modified according to Special Conditions contained in Part G of this Permit.

Sign the application. The application must be signed by a fully authorized agent of the entity that will actually be undertaking the activities specified in the Permit. The Permit is non-transferable and may not be otherwise assigned to a different entity without the express written consent of OPRHP. If the application is approved, it becomes part of the Permit and additional terms and conditions may be required.

The Permit will be reviewed by OPRHP. Requirements specific to your project will be inserted in Part G: Special Conditions and the Permit Costs will be inserted in Part H.

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**PART B: INFORMATION ABOUT THE PROJECT**

Title of Project, if any: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Applicant's Representative: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail address \_\_\_\_\_ Phone: \_\_\_\_\_

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**PART C: INFORMATION ABOUT THE FILMING/PHOTOGRAPHY/RECORDING.**

- 1.) Precise location(s) for filming/photography/recording. Please attach map provided by park manager to depict locations if appropriate.

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- 2.) Proposed dates.

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\_\_\_\_\_

- 3.) Type of activity envisioned. On a separate attachment if necessary describe what will be filmed, photographed and/or recorded and how. Please include the number of people and vehicles involved both for prep and actual filming, photography and/or recording, and describe the equipment needed using the glossary of terms included as an attachment to this application. Also include a copy of the script treatment or portion of the script that involves the scene(s) if applicable. The script will be reviewed to determine if damage is likely to occur to the park facility and also to determine whether the film is appropriate for the facility in question.

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This Permit does not become effective until approved and signed by OPRHP.

Application for Filming/Photography/Sound Recording Permit submitted by:

\_\_\_\_\_ Date

\_\_\_\_\_ Applicant

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**PART D: INDEMNIFICATION; BONDING; INSURANCE REQUIREMENTS;**

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**INDEMNIFICATION**

Permittee assumes all risks in its performance under this agreement and agrees to defend, indemnify and hold harmless the State of New York, State Parks, and their officers, employees, agents, and assigns (“the Indemnitees”) from and against all claims, suits, losses, damage, or injury to persons or property of whatsoever kind and nature, whether direct or indirect, that are caused or contributed to by Permittee or Permittee’s contractors, vendors, employees, agents, and invitees and that arise out of Permittee’s conduct or Permittee’s performance of this agreement; provided, however, that Permittee’s indemnity will not extend to any claims, suits, losses, damage, or injury to persons or property directly caused by and but for the negligence of any Indemnitee. Permittees liability is not limited to the insurance coverage provided.

**SECURITY REQUIREMENTS**

- 1.) If indicated in Part G, Permittee shall deposit with OPRHP a sufficient security to ensure that the facility is left in as good condition as it was prior to the project, and to cover restoration costs.

Generally, security will be required in an amount at least equal to the estimated cost for clean-up and/or restoration that would be necessary if the Permittee failed to meet the agreed upon Permit conditions. The Permittee agrees to reimburse OPRHP for the actual clean-up/restoration costs. Permittee's liability to pay for the clean-up/restoration costs associated with the Permit is not limited to the security deposit. Permittee agrees to pay the total costs of clean-up/restoration.

- 2.) Security may come in various forms, for example a bond, cashier's check, irrevocable terms of credit, or similar negotiable instrument, and must provide OPRHP with immediate access to the funds when needed.
- 3.) Should the Permittee fail to perform any part of the necessary clean-up or restoration, or fail to reimburse OPRHP for costs associated with the Permit, the security will be used to make any payments necessary. Any remaining balance will be returned to the Permittee. If the security is insufficient to cover costs, the Permittee will be issued a bill for collection of the amount of the deficit.

## **INSURANCE REQUIREMENTS**

- 1.) If general liability insurance is required as set forth in Part G, Permittee shall procure at its sole cost and expense general liability insurance that names the "State of New York; the New York State Office of Parks, Recreation and Historic Preservation; and their officers, employees and agents" as an additional insured for claims arising out of the actions or conduct of the Permittee, its employees, contractors, agents, and guests authorized by this Permit. The required minimum coverage limits are set forth in Part G.
- 2.) Based on the proposed activities, in addition to general liability insurance, the Permittee shall procure additional types of insurance with the minimum coverage limits as set forth in Part G.
- 3.) When establishing the minimum coverage limits of any type of required insurance, OPRHP will consider the risk to the park resource, the complexity of the proposed activities, the number of people involved, the equipment and vehicles involved, the magnitude of support and catering services, the number of days for the activity along with preparation and cleanup and any other relevant circumstances.
- 4.) All insurance required by this section and Part G must:
  - (i) be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and that have an A.M. Best Company rating of "A", Class "VII" or better;
  - (ii) provide that the required coverage shall be primary and non-contributory to other insurance available to the State; and
  - (iii) shall be written such that OPRHP is afforded at least thirty (30) days' prior notice of cancellation or modification of coverage.
- 5.) On or before the Commencement Date, Permittee shall provide OPRHP with proof it holds the insurance required by this section and Part G in the form of a certificate of insurance or other written confirmation of insurance coverage, including declarations of insurance and endorsements. Such proof must, at minimum:
  - (i) reference the Permit number;
  - (ii) be issued to "New York State Office of Parks, Recreation and Historic Preservation, 625 Broadway, Albany, New York, 12238";
  - (iii) be completely filled out with the date of issuance, names of the insured, carrier, policy numbers, coverage period, any deductible or self-insured retention amounts, each occurrence and aggregate limits, and exclusions or additional insured endorsements to the policy;
  - (iv) be signed by an authorized representative of the reference insurance carriers; and
  - (v) be either an original copy or an electronic version of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means.

If requested by the OPRHP, Permittee shall deliver to the OPRHP a copy of any policies of insurance required by this section, certified by the insurance carrier as being true and correct.

- 6.) The Permittee shall notify OPRHP of any accidents and/or claims including, without limitation, accidents or claims involving bodily injury, death or property damage, arising on or within the area covered by this Permit. Such notice shall be provided in writing to the facility manager as soon as practicable, but in no circumstance later than seventy-two hours following the Permittee receiving notice of the accident or claim.

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## **PART E: GENERAL CONDITIONS**

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- 1.) The Permittee and the Permittee's agents, employees, contractors and guests shall be subject to and abide by the rules and regulations of OPRHP at all times while they are in the facility, unless Permit conditions otherwise waive certain rules and regulations to facilitate the Permitted activities. Permittee shall comply with all applicable federal, state, and local laws and regulations as well as all Permit conditions and is solely responsible for obtaining any Permits, licenses or approvals necessary to undertake the activities associated with this Permit.
- 2.) Applicable vehicular use fees are not waived by the issuance of this Permit and must be paid on entry to the Facility. In the alternative, arrangements may be made to pay a lump sum fee as part of the direct costs associated with the Permit. See Part G if applicable. OPRHP reserves the right to designate certain areas for parking and vehicles must be parked in such designated parking areas only.
- 3.) Filming, photography and/or sound recording may only be conducted within the Park or Facility and at the location and during the hours specified in PART C above.
- 4.) The Permittee shall not make any alterations, additions or modifications to the location without the permission of the Facility Manager. This includes modifications to structures, moving equipment or furnishings, trimming shrubbery, etc. The Permittee shall be responsible for any damage to State property that is the result of any activities of the Permittee, its agents, employees, contractors and guests under this Permit.
- 5.) The placement, operation and location of any and all equipment must not damage the buildings, grounds, roads or any other aspects of the Premises. The facility manager shall have the authority to prohibit any siting of equipment or any other activity that may cause damage to the Premises and to discontinue filming until the matter can be rectified or resolved.
- 6.) Any activity that involves ground disturbance (e. g., burial of electrical cable, excavation for plantings) will require prior review and, if necessary, prior testing and salvage by OPRHP archeologists or contract archeologists. All work conducted with regard to ground disturbance must be in accordance with the Secretary of Interior Standards for the treatment of historic resources.
- 7.) When filming, photographing or recording interiors, in order to protect collections and interior building finishes from fading and excessive heat, and when necessary to avoid any adverse environmental impacts that may be identified, the Permittee agrees to cooperate with the requirements of the Facility Manager or other OPRHP representative in the positioning and placement of lighting equipment and other equipment. Lights shall be placed at least ten feet from historic collections. The facility manager or representative may require that lights be turned off when the activity is not taking place.
- 8.) OPRHP is not responsible for providing any utility or service in addition to that which is already located at the site except as provided for in PART G: SPECIAL CONDITIONS of this Permit.
- 9.) OPRHP is not responsible for providing any tools, equipment or staff except as provided in PART G: SPECIAL CONDITIONS.

- 10.) If the Permittee wishes to post any signs in relation to the filming/photography/sound recording, the Facility Manager must approve the location and manner of posting.
- 11.) No agents, employees, contractors or guests of the Permittee may enter the event site at any time other than that indicated on the Permit unless they have been authorized to do so by the Facility Manager.
- 12.) The Facility Manager may suspend all activities under this Permit if damage to facilities occurs or is threatened, or if there is a breach of any of its terms and conditions. Permit privileges may be reinstated upon the correction of the problem. If the problem is not corrected to the satisfaction of the Facility Manager, or if the breach continues, the Permit may be revoked.
- 13.) Upon any revocation of the Permit, or upon termination of the filming/photography/sound recording, the Permittee shall clean up and restore all facilities to their condition prior to the commencement of the project unless any changes have been approved and accepted by the Facility Manager. Permittee shall remove all equipment, materials and debris from the facility. The cost of any clean up and restoration that must be done after the Permittee leaves the facility will be deducted from the Permittee's security.

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## PART F: GRANT OF PERMISSIONS AND RIGHTS

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- 1.) OPRHP represents that it has the authority to enter into this agreement and grant to the Permittee the rights hereunder. OPRHP grants permission to the Permittee to photograph, film, record and use the location(s) described in PART C of this Permit for the purposes described herein.
- 2.) This Permit does not grant any rights regarding the filming, photography or recording of individuals on OPRHP property. In addition, rights owned by other individuals or institutions are not impacted or changed by the issuance of this Permit.
- 3.) OPRHP acknowledges that the Permittee may exploit the material filmed throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented. All rights, including copyright, in the material shall be and remain vested in Permittee. **With the exception that the Permittee acknowledges that the State Park logo is copyrighted and that separate permission is needed in order to use the image of the State Park logo in any material.**

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## PART G: SPECIAL CONDITIONS

OPRHP and the Permittee agree to the Special Conditions listed below:

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Attachments. The following documents are attached to and made a part of this Permit as if they were set forth fully within the body of the Permit itself:

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**PART H: COSTS**

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Fees applicable to this Permit are indicated below:

- 1.) A deposit of twenty-five percent (25%) of the Direct and Patron Impact Costs shall be required upon approval of this Permit.
- 2.) All remaining listed fees must be paid no later than seven (7) days prior to the date and time of the event. Failure to pay fees will result in immediate cancellation of the Permit without refund of the deposit.
- 3.) Payment of this Permit fee does not constitute a waiver of all other fees that may be applicable at the facility, such as admission fees, swimming fees, golf fees, etc.
- 4.) Should additional days for filming/photography/sound recording be necessary beyond those provided for in the Permit, resulting in additional costs to OPRHP, OPRHP shall provide a statement of these additional costs within fifteen days of the termination of Permittee's activities under this Permit. Payment of these additional costs shall be remitted within thirty (30) days of Permittee's receipt of notification from OPRHP.
- 5.) Checks shall be made payable to the NYS OPRHP.

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| <b>COSTS</b>                              | <b>AMOUNT</b> |
|---|---------------|
| Direct Costs (Program and Administrative) |               |
| Patron Impact Costs                       |               |
| Cleanup/Restoration fee                   |               |
| Security Costs                            |               |
| Location fee                              |               |

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| Other              |
| <b>TOTAL COSTS</b> |
| Deposit            |
| <b>BALANCE DUE</b> |

|   |   |
|---|---|
| <b>SIGNATURES</b>   |   |
| <b>PERMITTEE:</b>   |   |
| I have read all the terms and conditions contained in this Permit and any attachments to this Permit and agree to accept and abide by them. |   |
| _____   | _____   |
| Date  | Permittee   |
| <b>APPROVED BY OPRHP:</b>   |   |
| _____   | _____   |
| Date  | Office of Parks, Recreation and Historic Preservation |