

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

FILMING/PHOTOGRAPHY/SOUND RECORDING PERMIT
AND PERMIT APPLICATION

NIAGARA FALLS STATE PARK

STATE PARKS CONTACT FOR THIS PERMIT:

Name:

Mailing Address:

Phone Number:

E-Mail:

The New York State Office of Parks, Recreation and Historic Preservation (State Parks) 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.

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

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 State Parks.

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 State Parks or its agents or contractors, or

- Outdoor photography that does not involve a prop, model or set, does not interfere with normal patron activities, takes place during times when the facility is normally open to visitors in an area which is normally open to visitors, and does not require the exclusive use of any defined area.

An application for a filming permit may be denied if:

- In the opinion of State Parks, the filming 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 filming 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 State Parks staff, regardless of the applicant's willingness to pay assessed cost recovery;
- The proposed filming 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.

State Parks may assess the following fees and charges in connection with this permit:

- Direct costs: This charge shall reimburse State Parks for actual operation, program and administrative costs that are incurred as a result of the filming/photography/sound recording activities. Depending on the size and complexity or other factors it may be necessary for State Park staff to be present during set-up, filming 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. State Parks 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 State Parks 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 State Parks for the use of State property for filming, photography and sound recording.

- 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, for the simplest of projects, we recommend attaching sufficient documents to provide State Parks with a good understanding of the project.

In Part C, please describe the type of activity envisioned. Describe what will be filmed or photographed 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 film production.

If requested to do so by the Facility Manager, mark all potential sites for activities relating to the project 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 project 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 State Parks. 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 State Parks. Requirements specific to your project will be inserted in Part G: Special Conditions and the Permit Costs will be inserted in Part H.

PART B: INFORMATION ABOUT THE PROJECT

Title of Project, if any: _____

Name of Applicant: _____

Applicant's Representative: _____

Address: _____

E-mail address _____

Phone Numbers: (____) _____ (____) _____ (____) _____

(Phone)

(Cellular)

(Fax)

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

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

- 2.) Proposed dates and hours.

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.

This permit does not become effective until approved and signed by State Parks.

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

Date Applicant

PART D: INDEMNIFICATION; BONDING; INSURANCE REQUIREMENTS;

INDEMNIFICATION

Permittee shall defend, indemnify and hold harmless the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation, The Natural Heritage Trust and its commissioners, officers, agents and employees from and against damages for injury to or death of persons and for damage to or destruction of property of State Parks or others occurring during Permittee's use of said Premises and caused by the acts, omissions, neglect or misconduct of Permittee or any of its employees, agents, contractors, licensees or guests in the conduct of Permittee's operations under this permit. The Permittee assumes all risk of loss of the Permittee's property or that of its agents, employees, contractors and guests. Permittee's liability is not limited to the insurance coverage provided.

SECURITY REQUIREMENTS

- 1.) If indicated in Part G, Permittee shall deposit with State Parks a sufficient security to insure 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 State Parks 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 State Parks 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 State Parks 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 required in Part G, Permittee shall procure at its sole cost and expense insurance providing coverage to the People of the State of New York, the Office of Parks, Recreation and Historic Preservation and the Natural Heritage Trust for claims for damage to property and personal injury, including death, which may arise from the conduct of the Permittee, its agents, employees, contractors and guests and for the performance of any services performed in conjunction with this Permit authorized by the Permittee. Prior to commencement of any activities under this Permit, the Permittee shall provide a current insurance certificate evidencing the following insurance coverage:
 - Commercial General Liability with minimum coverage as specified in PART G: SPECIAL CONDITIONS;
 - Property Damage with minimum coverage per accident or occurrence and in the aggregate as specified in PART G: SPECIAL CONDITIONS;
 - Bodily Injury with minimum coverage per accident and in the aggregate as specified in PART G: SPECIAL CONDITIONS; and
 - Fire Insurance covering the premises, including all structures, fixtures and equipment with Agreed Value Limit as described in PART G: SPECIAL CONDITIONS.

- 2.) When establishing the monetary amount of required insurance, State Parks will consider the risk to park resources, 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.
- 3.) Insurance coverage shall be provided only by an insurer duly licensed in the State of New York. All insurance policies and certificates procured by the Permittee shall name as additional named insured "the People of the State of New York, the New York State Office of Parks, Recreation and Historic Preservation and its commissioners, officers, agents and employees and the Natural Heritage Trust" Designating "State Parks" as a "certificate holder" shall not constitute compliance with this section.
- 4.) The Permittee shall notify State Parks 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 or but in no circumstance later than seventy-two hours following the Permittee receiving notice of the accident or claim.

PART E: GENERAL CONDITIONS

- 1.) The Permittee and the Permittee's agents, employees, contractors and guests shall be subject to and abide by the rules and regulations of State Parks 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. State Parks 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, signs, 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 State Parks 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 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 State Parks 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 filming is not taking place.
- 8.) State Parks 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.) State Parks 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 or contractors 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.

PART F: GRANT OF PERMISSIONS AND RIGHTS

- 1.) State Parks 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 State Parks property. In addition, rights owned by other individuals or institutions are not impacted or changed by the issuance of this Permit.

PART G: SPECIAL CONDITIONS

State Parks and the Permittee agree to the Special Conditions that are indicated below as well as any Special Conditions that may be found on an attachment to this Permit.

- 1.) Special provisions relating to the public benefits of the project and patron access and protection;
- 2.) Provisions for the protection of environmental, recreational, cultural and historic resources;
- 3.) An appropriate credit line.
- 4.) Provisions for copies to be provided to or permission for usage of footage by State Parks.
- 5.) Provisions regarding the payment of vehicle use fees:
- 6.) Special safety precautions and security plan:
- 7.) Insurance requirements. Insurance provided by the Applicant in accordance with the provisions of PART D shall have the following limits:
 - a). Commercial General Liability; _____ Dollars;
 - b). Property Damage _____ Dollars;
 - c). Bodily Injury _____ Dollars; and
 - d). Fire Insurance _____ Dollars.
- 8.) Additional Permits. No later than seven days before commencing any operations under this Permit, the Applicant shall provide the Facility Manager with copies of the following permits, which have effective dates through the anticipated duration of the project:

