

COMMONWEALTH OF KENTUCKY TOURISM, ARTS AND HERITAGE CABINET DEPARTMENT OF PARKS LOCATION CONTRACT FOR USE OF STATE PARKS

(Motion, Motion and Sound Pictures, Recordings, or Commercial Still photography)

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	Date			
Kentucky Tourism,	nissioner Russ Meyer Department of Parks Arts and Heritage Commonwealth of Ker			
Ι,			, (Printed name) seek permission	
			, Kentucky the following	
motion an	d sound pictures or co	ommercial still photography:		
(1.)	Please provide a des applicable:	scription of film and/or photo	graphy production including title, if	
(2.)	.,		tion, recording of commercial still will involve the use of the park land	
	(Add	litional sheets can be used if n	ecessary.)	

	(ii)	Weather conditions permitting, work will commence on approximately
	on	and will be completed . Any extension of this permit must be made by the
		ucky Department of Parks in writing. Pre-approval for any extension shall be sought
		e applicant from the Kentucky Department of Parks in writing.
(:	3)	The undersigned accepts and will comply with the following conditions:
	(i)	Pay the amount of \$ prior to filming or photography at the Park. (If requesting to film for no charge, enter \$0.00 as the amount.)
	(ii)	Utmost care will be exercised to see that no natural, historical or cultural features are injured, and after completion of the work the area will, as required by the official in charge, either be cleaned up and restored to its prior condition or left after clean-up, in a condition satisfactory to the Parks official in charge.
	(iii)	Credit will/will not be given to the Tourism, Arts and Heritage Cabinet (e.g. Department of Parks) through the use of an appropriate title or announcement.
	(iv)	Unmanned aerial vehicles, aka "drones," will/will not be used during filming or photography at the Park. *If drones are utilized the operator of the drone must obtain a separate drone permit from the Department of Parks. No wildlife may be harassed and no park visitors or staff may be filmed without their permission.
	(v)	Photographing or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed, or disturbed thereby. Wildlife captured elsewhere will not be allowed in any filming whether trained or not. Domestic animals may be used if humane treatment is maintained at all times.
	(vi)	Any special instructions received from the official in charge of the area will be complied with.
	(vii)	Any additional information relating to the privilege applied for by this application will be furnished upon request of the official in charge.
	(viii)	No employee of the Commonwealth of Kentucky may work for the applicant in any capacity whatsoever.
	(ix)	No personal gratuity of any nature whatsoever will be offered to any employee of the Commonwealth of Kentucky in connection with the exercise of the privilege granted.
)		applicant, in exercising the privileges granted by this permit, shall comply with the ations of the Tourism, Arts and Heritage Cabinet, the Kentucky Department of Parks

(5) This permit is a revocable permit and may be revoked at the discretion of the Tourism,

applicable to the area of operations covered by this permit.

and all Federal, State, county, and municipal laws, ordinances, or regulations which are

Arts and Heritage Cabinet, the Kentucky Department of Parks, or an agency designee upon 24 hours' notice, or without notice if damage to resources or facilities is threatened, notwithstanding any other term or condition of the permit to the contrary.

- (6) The applicant hereby agrees to defend, indemnify, and hold harmless the Commonwealth of Kentucky, Tourism, Arts and Heritage Cabinet, the Kentucky Department of Parks, its agents, officers, and employees, from any and all claims, damages, suits at law or equity of whatever kind of nature for damages to or loss of property or injury or death to persons, including applicant and/or its agent or employee, resulting directly or indirectly from or attributable to the applicant or its agent or employees in connection with the filming activities authorized by this permit.
- (7) The applicant agrees to obtain general, auto, and/or public liability insurance insuring against injury or death to any person or persons, or damage to any property, with liability limits of no less than \$1,000,000, insuring against all liability of applicant, its agents, vendors and employees arising out of and in connection with applicant's use of Park premises, and shall name the Commonwealth as an additional insured. The applicant shall provide Parks with proof of insurance before commencing production on Parks property.

*The applicant may request that the insurance requirement be waived for a not-for-profit organization, etc., upon the recommendation of the Park Manager and at the discretion of the Commissioner of the Department of Parks:

☐ Applicant requests waiver of liability insurance.				
Recommended by Park Manager	Date			
 □ Approved - Commissioner, Department of Parks □ Declined, Applicant must provide liability insurance. 	Date			

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

IN WITNESS WHEREOF, for the mutual promises herein, the parties hereto have executed this Agreement as of the day and year indicated below.

UNDERSTOOD AND AGREED TO BY:

Applicant Signature		Date
Applicant Printed Name		Telephone Number
Company Name		Alternate Telephone Number
Address		E-mail Address
City, State, Zip Code		
RECOMMENDED BY:		
Park Manager, or their Designee Park Name: APPROVED AS TO FORM AND LEGALITY:	Date	
Sarah G. Cronan, or her Designee General Counsel Tourism, Arts, and Heritage Cabinet 500 Mero Street, 5th Floor Frankfort, Kentucky 40601 (502) 564-4270	Date	
APPROVED:		
Commissioner, Russ Meyer, or his Designee Kentucky Department of Parks 500 Mero Street, 5th Floor (502) 564-8110	Date	