



Special Use Permit - Commercial Filming/Still Photography

The National Park Service (NPS) is mandated to “conserve the scenery and the natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such a manner and by such means as will leave them unimpaired for the enjoyment of future generations.” (16 U.S.C. 1) Regulations on commercial filming, still photography and audio recording are found in 36 CFR 5.5 and 43 CFR 5.1 – 5.12 which can be accessed online at www.ecfr.gov. Under these regulations NPS units have the authority and responsibility to manage, permit and/or deny filming, photography and sound recordings in ways consistent with park management and mission.

It is the policy of the NPS to allow commercial photography, still photography, filming and sound recordings to the fullest extent possible while providing for the protection of park resources and ensuring the enjoyment of those resources by park visitors.

Permit Application Procedure

Requests for a permit application may be made in person at park headquarters, via telephone, email or letter. The application form may be downloaded from the park website. A completed application and the non-refundable application fee are required before an application can be processed. Park contact information is:

Special Park Use Coordinator
Buffalo National River
402 N. Walnut St., Suite 136
Harrison, AR 72601

Telephone: 870-365-2702
FAX: 870-365-2701
Website: www.nps.gov/buff
Email: buff_information@nps.gov

The information on the application will be used by NPS staff to evaluate the impact of the proposed activity on park resources and visitors. Allow at least four business days for processing. Requests which involve multiple locations, complex logistics or coordination with other visitor activities will require a minimum of 15 working days to process. Projects which require environmental or cultural resource evaluation must be submitted not less than 30 days before the start of proposed activities. Applications are processed in the order in which they are received.

Applications will be returned to the applicant if submitted incomplete, cannot be approved as submitted, or are received without payment or without a social security or Federal Tax Identification Number.

Permit Required A permit is required for any filming or photography when the activity:

- Involves the use of a model(s), actor(s), set(s), or prop(s) that are not part of the location's natural or cultural resources or administrative facilities.
- Takes place at location(s) where or when members of the public are generally not allowed.
- Requires access to the park after normal working hours.
- Incurs additional administrative costs to the Park to monitor the activity.
- Indicates potential for resource damage, including wildlife, or undue disruption of visitor activities.
- All commercial filming requires a permit.

For purposes of definition, "filming" or "film-making" is motion picture photography, videotaping or sound recording. Documentaries, travelogues, feature stories and similar types of filming require a permit, if the elements listed above exist.

Permit Not Required A permit is not required for:

- Visitors using a camera and/or a recording device for his/her own personal use.
- Sound technicians, and film or video news crews at breaking news events.
- NPS filming or photography, Department of the Interior Audio visual Center filming or filming/photography done pursuant to a cooperative agreement or contract.
- Most still photography activities will NOT require a permit. Please contact the park directly to inquire if you will need a permit for your particular still photography activity.

A "breaking news event" is defined as an event that cannot be covered at any other time or location. All other news gathering activities may require a permit if the activities are of such size and scope that a permit would help manage the activity to minimize possible damage to park resources and visitor use conflicts or authorize entrance into a closed area. If a permit is required, there are no cost recovery charges or location fees for permits issued for news gathering activities.

Cost Recovery and Fees

The authority for the National Park Service to recover and retain costs associated with managing special park uses is found at 16 U.S.C. 3a and 16 U.S.C. 460/6d. Charges established for a special park use under this authority are intended to recover costs associated with managing that activity and not to generate revenue beyond actual cost. If any additional costs are incurred, the permittee will be billed at the conclusion of the permit.

Application Cost \$100 - Must be submitted at the time of the initial application. This is a non-refundable payment.

Administration Cost \$100 - Payable when the permit is approved and prior to beginning the event. This is a non-refundable payment.

Monitoring Cost If the event requires NPS supervision for resource protection or the health or safety of visitors, the cost will be estimated and payable when the permit is approved and prior to beginning filming. The scope and complexity of the permit activity will determine the level and type of supervision. The fee includes employee travel time to and from the event location.

Location Fee This fee is required by Public Law 106-206. It is payable when the permit is approved and prior to beginning filming:

Commercial Filming/Videos Location Fees		Still Photography Location Fees	
1 - 2 people (camera & tripod only)	\$0/day		
1 - 10 people	\$150/day	1 - 10 people	\$50/day
11 - 30 people	\$250/day	11 - 30 people	\$150/day
31 - 49 people	\$500/day	Over 30 people	\$250/day
Over 50 people	\$750/day		

Performance Bond Certain activities may trigger the need for the permittee to post a refundable damage bond. The amount of the bond will be equivalent to the estimated cost to NPS for clean up, repair or rehabilitation of resources or facilities that could potentially be impacted by the permit activities. At the conclusion of the permit, the bond will be returned to the permittee after costs of clean up repair or rehabilitation are deducted.

Insurance Liability insurance protects the government from negligent actions by the permittee. Insurance in an amount sufficient to protect the interests of the United States may be required as a condition of the permit. A high risk activity will always require insurance. If insurance is required, proof of liability insurance issued by a United States company must be submitted prior to permit approval:

- The insurance certificate must identify the production company by name and their business address.
- The “**United States Government**” will be named as additionally insured on the insurance certificate. Certificates naming the U.S. Government as “certificate holder” only are not acceptable.
- Short term policies must show coverage on “occurrence” basis.
- Failure to provide proof of proper insurance is reason for denial of the permit.

Permit Application Denial A permit application may be denied if there is a potential that:

- Resource damage would occur that cannot be mitigated or restored under the terms and conditions of a permit;
- Unreasonable disruption of or conflict with the public’s use and enjoyment of the site;
- The activity poses health or safety risks to the public;
- The activity would result in the impairment of park resources or values;
- The requested activity will violate any other applicable Federal, State, or local law or regulation.

Restrictions and Conditions will be enumerated in the permit. The following activities are restricted and must be approved on a case by case basis:

- Use of children or animals;
- Discharge of blank ammunition and all black powder weapons;
- Mechanical or pyrotechnic special effects;
- Stunts;
- Amplified music or sound;
- Placing of large set dressings;
- Filming photography inside interiors of government administrative work areas;
- Film equipment or activities on roadways;
- Access to closed areas or access to areas during non-visitor use hours;
- The permit does not include authority to film or photography individuals. Model releases are the responsibility of the permittee.

Closures Permit activities may be restricted based on weather or seasonal conditions (fire danger, standing water after rain, nesting season, etc.) Additional closures, use limits and/or restricted activities are listed in the superintendent’s Compendium.

Termination of Permit All filming or photography permits issued by the National park Service are “revocable” on 24 hours notice or WITHOUT NOTICE if the terms of the permit are violated. Deliberate infractions of the terms of the filming permit or the deliberate making of false or misleading statements concerning intended actions in order to obtain a permit are causes for immediate termination of the permit and cause for possible prosecution. Permits will be revoked if damage to resources or facilities is threatened, or if there is a clear danger to public health or safety.

Standard Permit Conditions

To maintain park natural and cultural resources and quality visitor experiences, the following standard permit conditions include, but are not limited to, the following:

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of \$_____ and underwritten by a United States company naming the United States Government as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.
9. Permittee agrees to deposit with the park a bond in the amount of \$ _____ from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all

financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.

10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, “No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon.”
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

Commercial Filming and Park Specific Conditions for Management of Permit Activities include, but are not limited to the following:

15. Credit must not state or imply National Park Service endorsement of commercial product.
16. Permittee shall own all rights of every kind in and to all photographs and recordings made by it in the park and shall have the right to use such photographs and/or recordings in any manner it may desire without limitation or restriction of any kind. Permit does not grant any rights regarding the filming, photography or recording of individuals on National Park Service property. In addition, rights owned by other individuals or institutions are not impacted or changed by this permit.
17. Permittee agrees not to depict activities or situations that are not permitted within Buffalo National River or conflicts with the park's preservation, protection and public use regulations.
18. A member of the park staff may supervise the filming. He/She will have the authority to make all supervisory decisions to assure compliance with the permit, applicable regulations, and National Park Service filming policy. Permittee must comply with any special instructions received from this representative. Any additional information relating to the privilege granted in this permit will be furnished upon request of the official in charge.
 - a. Any expenses incurred by NPS for such supervision will be borne by the permittee.
 - b. No employee of the National Park Service may work for the permittee in any capacity whatsoever while in uniform or if directly involved in supervision of the permittee.

- c. NPS employees may not perform, or appear to perform official duties for purposes of filming unless such performance has been approved by the NPS.
 - d. No personal gratuity of any nature whatsoever will be offered to any employee of the Government in connection with the exercise of the privilege granted.
19. Government equipment cannot be loaned or rented or diverted from normal use for purposes of filming.
20. This permit does not guarantee exclusive use of an area. The area will remain open to the public during park visiting hours. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area. Visitors will be allowed to watch filming.
21. First aid and personal safety are the responsibility of the permittee.
22. Trash and debris will be removed by the permittee at the end of the permitting period.
- a) Clean up of spills or accidents in accordance with 40 CFR and all applicable state environmental quality laws regarding disposal and clean up of hazardous/industrial wastes.
 - b) In case of spill or accident that may involve hazardous or industrial wastes, NPS representative must be notified immediately.
23. Permittee will clear shooting location of all equipment returning the site to original condition within TWO hours after completion of shooting. Cleanup will be to the satisfaction of the superintendent or designee.
24. Permittee will notify NPS in advance of any stunts to be performed. Reasonable safety precautions will be observed in the performance of stunts to protect park visitors, staff, park resources, structures and facilities.
25. Permittee's employees will communicate with visitors in a courteous, knowledgeable and professional manner. All law enforcement incidents, accidents and visitor confrontations must be reported immediately to the NPS representative, or Buffalo National River Dispatch Center at 1-888-692-1162.
26. Utmost care will be exercised to see that no natural, historic or cultural features are injured. After completion of the work, as required by the official in charge, the area will either be cleaned up and restored to its prior condition, or after clean-up left in a condition satisfactory to the official in charge.
27. No digging or excavation of any kind is allowed under any circumstances.
28. Photographing or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed, or disturbed.

**** Additional conditions may be added depending on the specific nature of your request****