

CONDITIONS OF DEVILS POSTPILE NATIONAL MONUMENT FILM PERMIT

Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. [36 CFR 1.6(h)]

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. This permit may not be transferred or assigned without the prior written consent of the Superintendent.
3. 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 revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a revoked permit will be the responsibility of the permittee.
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. The park area associated with this permit will remain open and available to the public during park visiting hours. This permit does not guarantee exclusive use of an area. Permit activities will not unduly interfere with other park visitors' use and enjoyment of the area.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hour notice.
7. This permit may be revoked without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
8. This permit 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, 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 permit 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.
9. 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 **\$1 million dollars** per Occurrence, **\$2 million dollars** Aggregate and underwritten by a United States company naming the United States of America as **additional 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.
10. Permittee agrees to deposit with the park a bond in the amount of **\$N/A** 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.
11. 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.

12. The person(s) 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 available at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
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 permit 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. 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.

Special Conditions – DEVILS POSTPILE NATIONAL MONUMENT

15. **Permit Authorization:** This permit is not valid until signed by the Superintendent or his/her authorized representative.
16. **Permit Verification:** Permittee must check in with the Law Enforcement Ranger at the Ranger Station/Visitor Contact center. Permittee must have permit in possession at all times while engaging in filming activities.
17. **Non-Exclusive Authorization:** This permit shall not be construed as limiting the authority of the Superintendent to issue similar permits at the request of other qualified entities seeking to conduct the same or similar activities in Yosemite National Park.
18. **Use of Area:** This permit is applicable only for the use of the area(s) and terms designated in the permit. **Filming in wilderness is not authorized. This includes Rainbow Falls area and all areas west of the San Joaquin River.** The permittee, and/or participants will not construct any temporary or permanent structures of any kind anywhere within the boundaries of Devils Postpile National Monument, and will not be assigned any facilities or portions thereof, located within the park, except as allowed to the general public.
19. **Permit Changes:** The filming project will be well planned and the approved schedule must be adhered to. Last minute changes, if requested by permittee may be accommodated, contingent upon approval by park management. Weather and/or other emergency conditions will be considered during the approval process. If changes to the permit, or unapproved activity occurs without prior approval by park management, the permit may be cancelled.
20. **Cancellation:** If the permittee cancels the permit, due to personal or exclusive requirements, fees will not be refunded.
21. **Notification of Delays:** The permittee agrees to notify the NPS of any delays or schedule changes at least 48 hours in advance. Should the permittee fail to provide such advance notification the permittee agrees to pay for any costs incurred by the NPS, including for time spent to administer permit changes and NPS staff salary when staff/monitors is assigned. Such payment(s) will be non-refundable.
22. **Closed Areas:** Unless previously authorized by the Superintendent or designee, entry into any closed area is prohibited.

23. Traffic Flow and Visitor Control: Permittee or participants will at no time impede the normal flow of pedestrian or vehicle traffic during permitted activity and film/photography operations. The permittee or participants are not allowed to direct visitors or perform crowd or traffic control at any time. Intermittent traffic control is not authorized, and any request must be pre-approved by the Superintendent.

25. Vehicle Parking and Road Use: The NPS cannot guarantee parking availability or access to parking locations during peak hours, weather related events or other events beyond the control of park management. All vehicles must be parked in designated areas; vehicles may not block emergency access and must be legally parked at all times. Parking on or blocking roads or sidewalks is strictly prohibited. Driving off roadways or entering closed or restricted areas without prior written authorization of the Superintendent is prohibited.

27. Monitoring: When filming or photography activities have the potential to interfere with visitor use, interfere with interpretive programs, cause congestion to visitor parking or traffic flow, or impact park resources, one or more NPS monitors will be assigned to oversee permit activities. The degree of monitoring will be determined by any or all of the following criteria; crew size, equipment, props, scope, complexity, location, time of day, and time of year. Park monitors are assigned to assure full compliance with all conditions of the permit.

- a. The Superintendent may bring in other employees to assist in those instances when the scope of the project exceeds the park's ability to properly manage the activity. The resulting staff costs will be recovered from the permittee.
- b. An NPS monitor must be on site before the permittee may initiate any filming/photography activity or the set-up of equipment. Failure to comply with this requirement may result in the revocation of the permit.
- c. When visitor use and enjoyment of the site permitted for the film/photo project becomes negatively affected by the project, the permittee will be asked to minimize the number of personnel (talent, actors, crew, climbers, clientele, and participants) in the area or move to a different location until visitor use is at a level that it is no longer affected by the project.

28. Visitor Communication: Permittee will communicate and interact with visitors in a courteous and professional manner at all times.

29. Talent Waivers: Photographing park visitors is unauthorized for this permitted activity. When permittee's talent/models, including either adults and/or minors are working "on camera" during permitted activity, they are required to sign a talent waiver which must be in possession, on site with the permittee during the film/photo project. Considering minors, the child's legal guardian is required to sign a talent waiver to gain permission for their children to work "on camera" in Yosemite. Each waiver must be available to NPS upon request.

30. Exclusive Use of Area(s): Permit does not guarantee exclusive use of an area. The area will remain open to the public during park visiting hours. Permit activities must not unduly interfere with other park use and enjoyment of the area. Visitors will be allowed to watch the filming/photography activity.

31. Tribal Event Restrictions: Permittee is prohibited from filming and photographing Native American tribal ceremonies, group events and individual tribal activities. As such, permittee must not film within the boundaries of any tribal or Native American event occurring in park facilities, tribal use areas, upon Native

American burial grounds, in any Native American Roundhouse, or upon any land where tribal ceremonies or activities are performed unless authorized by the Superintendent.

32. NPS Equipment: Government equipment may not be loaned, rented or diverted for use by the permittee with the exception of trail repair equipment and gear used under supervision of NPS staff during authorized activities.

33. Audio Effect/Level: Permittee will comply with all noise regulations. The Code of Federal Regulations CFR-36, 2.12 (a)(1) prohibits the playing of audio devices in a manner that exceeds a noise level of 60 decibels. No amplified music or public address systems are allowed.

34. Notices and Advertising: The display, sale or dissemination of printed materials, electronic media, artifacts, products or any other item is strictly prohibited (Re: 36 CFR § 2.52 & 5.1).

35. Banners and Posters: The permittee and participants will not attach, erect, place, hang, anchor or display any banner, streamer, poster, or any other object on NPS lands (Re: 36 CFR § 2.1, & 5.1).

36. NPS Employees: National Park Service employees may not work for the permittee in any capacity. NPS employees may not perform, or appear to perform official duties for purposes of filming/photography unless such performance has been approved by the NPS. No personal gratuity or payment of any nature whatsoever will be offered to any employee of the government in connection with the permitted activity.

37. Employee Housing: Filming and photography activity shall not occur in or around park employee housing areas (interiors/exteriors) including the National Park Service and the Concession employee housing units, without prior written authorization from the Park Superintendent or the area concession manager.

38. Concession Facilities & Employees: Filming and photography activity is prohibited within all concession facilities without prior written authorization from concessioner. In addition, any activity involving the filming or photography of on duty park concession employee(s) without prior written authorization from concessioner is prohibited.

39. Night Filming: Film and photo lighting equipment is prohibited during night filming with exception to use of one strobe, "built-in" camera flashes, flashlights, or headlamps.

40. On-Site Conditions: Authorized locations including all park land and park facilities utilized under this permit must be left in the condition that existed prior to activities authorized herein, with no disturbance or adverse effects on natural and/or cultural resources. Upon completion of permit activities at each location the area shall be cleaned and restored to its original condition as required by the Superintendent. The holder shall be responsible for costs associated with mitigation of damage to resources resulting from violation of park rules and or regulations.

41. Meadows: Filming and/or photography activities may not occur on park meadows without prior written authorization from the Superintendent. Any authorized activity occurring in meadows shall only be conducted on paved paths or boardwalks

42. Prohibited Activities: Permits will be denied if the proposed film/photography activities exhibit the potential for resource damage.

- a. Permittee is prohibited from collecting, moving or destroying any natural and/or historic and/or cultural artifacts including arrowheads, rock mortars, glass bottles/jars or similar artifacts. Rocks, flowers, plants and parts of plants (alive or dead) as well as other natural resources may not be removed. If artifacts are discovered, the permittee will ensure they are left in place undisturbed, and

will immediately report the discovery to the onsite Park Service monitor. If no monitor is assigned the permittee must contact the Yosemite Film Permit Manager at 209-379-1858.

- b. Digging, scraping, chiseling or defacing natural features for purposes other than that authorizes by this permit for filming purposes is prohibited.
- c. Filming/photography activities shall be conducted in such a manner as to avoid trampling or damaging natural habitat. Vegetation may not be removed or cleared for the purpose of filming opportunities.
- d. Filming/photographing in wilderness is prohibited. The wilderness boundary is at Rainbow Falls on both the east and west sides of the river, and all areas in the monument west of the river.
- e. Feeding, capturing, harassing or the killing of wildlife is prohibited.

42. Prohibited Activities continued:

- f. Creating new trails, marking trails or other locations by flagging, rock cairns, removing vegetation or dead wood, or by use of marking paint of any kind, or by any other means is prohibited.
- g. Removal of signs, fences, posts, or camouflaging of directional signs/informational signage is prohibited.
- h. Fire activity shall only occur within an established fire grill, within a reserved public campground site or a first come, first serve public use picnic area.

46. Health and Sanitation: Permittee will comply with applicable public health and sanitation standards and codes. Under no circumstances shall the permittee allow its staff, members or crew to dispose of human waste outside of an approved public restroom facility.

47. Endorsements: Film/photo credits must not state or imply NPS endorsement of any commercial product or service. Film or photography product will not state or visually portray endorsement of commercial products, or service, or portray any illegal park activity to the viewing public.

48. Drone (Unmanned Aircraft Systems) Restrictions: Use of a drone is not authorized for this permit. Launching, landing or operating an unmanned aircraft from or on lands and waters administered by the National Park Service within the boundaries of Yosemite National Park is prohibited (36 CFR § 1.5(a)(1); 36 CFR § 1.5(f)).

49. Use of NPS Arrowhead Symbol: The NPS Arrowhead (arrowhead) symbol is protected by the trademark laws of the United States as a registered service mark. The permittee is not authorized to use the NPS Arrowhead symbol in any manner unless first approved in writing by the Director of the National Park Service. (Refer to Title 36 CFR, part 11)

50. Provision of Activities: Only the permittee and participants registered under this permit are authorized to conduct activities specified in this permit within the boundaries of Devils Postpile National Monument. The permittee may not subcontract or otherwise allow outside entities and/or non-registered participants to conduct activities within the park, under the auspices of this permit. The permittee may not conduct any activities other than those specified within conditions of this permit unless specifically authorized by the NPS.

51. Rights to Film Footage and Photography: Permittee shall own all rights of every kind in and to all photographs, and recordings made by permittee 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 park visitors, NPS employees, or employees of other institutions on lands or properties managed by the National Park Service without the individual's permission, or written consent. In addition, rights owned by other individuals or institutions are not impacted or changed by this permit, including employee interviews involving individuals that have been selected and approved by NPS to speak on behalf of the NPS.

52. Origin of Services: All business aspects associated with the activity (i.e. planning, registration, advertisement, solicitation of organization activities, exchange or collection of money, sale of goods or services, etc.) must take place outside the boundary of Devils Postpile National Monument. This permit does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands under the jurisdiction of the United States.

53. Report of Injury or Damage: The permittee is required to make a report of ANY, serious personal injury (an injury requiring professional medical attention) and/or property damage incident occurring within the park, involving the permittee, vehicles, clientele, or employees by contacting park dispatch at 209-379-1992. A report will consist of a verbal description of the incident. Additional methods of reporting may be required dependent upon the incident. The permittee must cooperate with any investigation of the incident by the National Park Service. A written report of the incident must be mailed or e-mailed to the Office of Special Park Uses within 7 calendar days after the reported incident, this is in addition to any report prepared for investigating Rangers.

54. Termination of Permit: All permits are revocable without notice, if the terms of the permit are violated. Deliberate infractions of the terms of the 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 citation and/or prosecution. Permit will be revoked if damage to resources or facilities is threatened, or if there is a clear danger to public health and safety.