

Pea Ridge National Military Park

National Park Service
U.S. Department of Interior



Special Use Permit Commercial Filming or Still Photography

It is the policy of the National Park Service 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. To this end regulations have been developed which governs filming, photography and sound recordings in National Parks. Under these guidelines Park 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.

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.

For purposes of definition, "filming" or "film-making" is commercial still photography, 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.
- **News coverage**, for either filming or still photography, but is subject to time, place, and manner restrictions, if warranted, to maintain order and ensure the safety of the public and the media, and protect natural and cultural resources.

Permit Application Procedure - Requests for a permit application may be made in person at park visitor center, 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:

Pea Ridge National Military Park
15930 E. Highway 62
Garfield, Arkansas 72732
Attn: Special Park Uses

Telephone: 479-451-8122
FAX: 479-451-0219
Website: www.nps.gov/peri/
Email: peri_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 5 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.

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.

| Special Use Permit For: | Application Fee | Administrative Fee | Monitoring Fee (average range) |
|--------------------------------|------------------------|---------------------------|---------------------------------------|
| Commercial Filming/Photography | \$100 | \$100 | \$60 -\$70/hour per employee |

Application Cost – A \$100.00 Application fee must be submitted at the time of the initial application. 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 the event. The scope and complexity of the permit activity will determine the level and type of supervision of which the rates are based. Any event held when the park is not open to the public will require NPS supervision. In General Rates vary per employee between \$20-\$30 / hr for regular hours and \$60-\$70/hr for overtime hours

Commercial Film/Still Photography Location Fees: Required by Public Law 106-206. The fee is payable when the permit is approved and prior to the beginning of filming.

| Commercial Filming/Videos Fees | | Still Photography 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 | | |

Still photography activities require a permit only when:

- the activity takes place at location where or when members of the public are generally not allowed
- the activity uses model sets, or props that are not a part of the location’s natural or cultural resources or administrative facilities
- the park would incur additional administrative costs to monitor the activity

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.

**** Additional park specific conditions may be added ****