



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

Unmanned Aerial System (UAS), or Drone

Date _____

To: Commissioner Mark Kellen
Kentucky Department of Parks
Tourism, Arts and Heritage Cabinet

I, _____, seek permission to fly an Unmanned Aerial System
at _____ State Park / Historic Site.

(1) The UAS/Drone will be operated under rule (choose one):

49 USC 44809 & FAA Advisory Circular 91-57C/ Recreational/non-commercial (attach copy of TRUST certificate)
 Rule 107 / Remote Pilot Certificate No. _____ (attach copy of license)
 Other. Specify rule or exemption: _____.

(2) The UAS weighs:

Less than 0.55 pounds
 Between 0.55 and 55 pounds (attach FAA Certificate of Registration)
 55 pounds or greater (attach Section 333 Exemption or Certificate of Airworthiness)

(3) UAS information:

Make, Model, and Serial Number _____
 Owner of the drone (if not applicant) _____
 FAA Registration Number _____

(4) Flight time(s) requested:

Date(s): _____
Start/End Time(s) _____

Any extension of this permit must be made to the Kentucky Department of Parks in writing. Pre-approval for any extension shall be sought by the applicant from the Kentucky Department of Parks in writing.

(5) Will the UAS be used for photography (still or video)?

Yes No

(6) Please provide description of film and/or photography production including project title, if applicable:

(7) The scope of the flight activity (or production or recording of commercial still pictures) and the manner and extent that will involve the use of the park area(s) as follows:

(An additional sheet should be used if necessary)

For Commercial use, credit will _____ /will not _____ be given to the Kentucky Tourism, Arts and Heritage Cabinet and Kentucky Department of Parks through the use of an appropriate title or announcement.

Applicant will pay the amount of \$ _____ prior to filming or photography at the Park. (To be determined by the Department of Parks upon review of requests for commercial use.)

(8) The undersigned certifies, accepts, and will comply with the following conditions:

- (i) I will comply with FAA Rule 107 or Rules for Recreational Flyers as required for my flight operations.**
- (ii) I will NOT fly over people without their consent.**

- (iii) **I will use FAA's B4UFLY app prior to flight and will comply with any restrictions on flight.**
- (iv) **I understand that flight over land or water owned by the United States Army Corps of Engineers or the Tennessee Valley Authority (which includes some state parks) requires the separate approval of the USACE or TVA.**
- (v) **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 official in charge.**
- (vi) **The operator of the UAS / drone is responsible for all state, local, and federal permitting requirements.**
- (vii) **No persons, including park visitors and staff, may be filmed without their written permission.**
- (viii) **Photographing or filming of resident wildlife and/or livestock will be permitted only when such animals will not be molested, harmed, or disturbed.**
- (ix) **Any special instructions received from the official in charge of the area will be complied with.**

(9) The applicant shall comply with the regulations and policies of the Kentucky Department of Parks and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area of operations covered by this permit.

(10) This permit is a revocable permit and may be revoked at the discretion of the Kentucky Department of Parks, or an agency designee upon 24 hours notice, or without notice if injury to person or damage to resources or facilities is threatened.

(11) 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 flying activities authorized by this permit.

(12) The applicant agrees to obtain UAS / drone insurance insuring against injury or death to any person or persons, or damage to any property, with liability limits of no less than \$1,000,000.00, insuring against all liability of applicant, its agents, vendors and employees arising out of and in connection with applicant's use of Park premises.

Attachments checklist:

- Remote Pilot Certificate for Section 107 operations.
- TRUST certificate for recreational flyers.
- Proof of Liability Insurance Coverage in force for the day(s) of flight over the park.

Submission of this form does NOT authorize the applicant to fly a UAS until executed by the Park Manager and Commissioner of Parks (or designee).

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 Printed Name

Date

Applicant Signature

Telephone Number

Company Name

Alternate Telephone Number

Address

Email Address

City, State, Zip Code

RECOMMENDED BY:

Park Manager, or their Designee

Date

Park Name

REVIEWED FOR FORM AND LEGALITY BY:

Sarah G. Cronan, or her Designee
General Counsel
Tourism, Arts & Heritage Cabinet
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601
(502) 564-4270

Date

APPROVED:

Mark Kellen, or his Designee
Commissioner
Kentucky Department of Parks
500 Mero Street, 5th Floor
(502) 564-8110

Date