



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

**Motion and Sound Pictures, Recordings,
or Commercial Still Photography (excluding UAS/drone)**

Date _____

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

I, _____, seek permission to make, in the _____ State Park/ Historic Site, _____, Kentucky the following motion and sound pictures or commercial still photography:

(1.) Please provide a description of film and/or photography production including title, if applicable:

(2.) (i) The scope of the filming activity (or production, recording of commercial still pictures) the manner and extent that the production will involve the use of the park land are as follows:

(Additional sheets can be used if necessary.)

(ii) Weather conditions permitting, work will commence on approximately _____ and will be completed on _____. Any extension of this permit must be made by 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.

(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 systems (UAS), 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..
- (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.

(4) The applicant, in exercising the privileges granted by this permit, shall comply with the regulations of the Tourism, Arts and Heritage Cabinet, 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.

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

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) For all types of operations conducted in Kentucky state parks, the applicant agrees to obtain as appropriate 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.

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: _____

Date

REVIEWED FOR FORM AND LEGALITY BY:

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

Date