

## MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION Montgomery

Parks, M-NCPPC, Park Permit Office, 2425 Reedie Drive, Wheaton, MD 20902

P: (301) 495-2525 | E: ParkPermits@MontgomeryParks.org | W: ParkPermits.org

## PHOTOGRAPHY PERMIT REQUEST FORM

Applications must be submitted two (2) weeks in advance of permit date

**CONTACT INFORMATION:** Date of Application: \_ MM/DD/YYYY Event Organizer Name: \_\_\_\_ Full Name of Organization: \_\_\_\_\_ City \_\_\_\_\_ Email Address: \_\_\_\_\_ Zip Phone Number: ( ) On Site Production Contact: \_\_\_\_\_ On Site Contact Information: (\_\_\_\_) **Event Date Requested:** MM/DD/YYYY Name of Park Location(s) Requested: \_\_\_\_ Type of Photography: Still \_\_\_\_\_ Motion\_\_\_ \_\_\_ Teens \_\_\_\_\_\_ Children \_\_\_\_\_ Number in Attendance: Adults Requested Park Facilities for Event: Park Activity Building No Yes Requested Time: Athletic Fields No Yes (which fields?): Requested Time: Yes (which shelters?): Picnic Shelter Nο Requested Time: Requested Time: \_\_\_\_\_ **Outdoor Courts** No Yes (which courts?): \_\_\_ Park Trails No Requested Time: \_\_\_ **Yes** (attach map outlining trail/race route) Park Grounds Yes (attach map indicating area to be used) Requested Time: Other: Requested Time: \_\_\_\_ Will the park be used before sunrise or after sunset? No Yes Requested Time: \_\_\_ Park Police may be onsite after regular Park hours; you will be contacted directly by Park Police to coordinate appropriate security arrangement Will Firearms, Special Effects and/or Animals be used: \*Description of firearms, special effect and animals being used: Please describe in detail the type(s) of scene(s) being photographed/filmed (attach a creative brief if necessary.):\_\_\_\_ **Equipment and temporary structures** The Department of Parks does not provide equipment. All equipment below must be in compliance with state and county codes. NOTE: A detailed site plan or drawing indicating the location of the items listed above is required. Additional fess may be charged. Generator Yes Reason Port-a-johns Nο Yes Reason Stage/ Podium No Yes Reason \_\_\_\_ Tables/ chairs No Tent Yes No Reason Trash Cans/ Recycling No Yes Reason Other: \_\_\_ No Yes Reason \_\_\_\_\_

PLEASE NOTE: A valid certificate of liability insurance written by a carrier licensed to write insurance in the state of Maryland and listing M-NCPPC as an "additional insured" with limits of \$500,000 per person and \$1,000,000 per accident or injury incurred must be provided for all special events held on park property

Payment must be made at time of reservation, we accept MasterCard, Visa, American Express, Discover, Cash, Checks and Money Orders

I will comply with the following:

- Filming Permit Fee = \$350 / day
- Additional fees to include a refundable security deposit may be assessed as mandated by park facilities
- All rules and regulations stated on the permit and any other requirements deemed necessary by the M-NCPPC.
- NO BEER OR ALCOHOL ALLOWED.
- No fees or other monies may be collected on Park property.
- CANCELLATION POLICY: Fee is eligible for a partial refund only if the reservation is canceled at least 30 days prior to the reservation date. A \$50.00 FEE WILL BE ASSESSED FOR ANY CANCELLATIONS.
- A \$50.00 FEE WILL BE ASSESSED FOR RESERVATION CHANGES made at least one week prior to activity date.

I have reviewed and agree to the posted guidelines for special events as listed on <a href="www.ParkPermits.org">www.ParkPermits.org</a> and above. I understand I must comply with all M-NCPPC rules and regulations and am responsible for the compliance of all participants and spectators. I understand if any users are found to be in violation of the guidelines or regulations for special events I will be subject to all applicable fines and penalties, including the immediate closure of the event and loss of future permitting and use privileges

Signature

For Office Use Only:					
Permit Number:					
APPROVE SPECIAL USE?	Y N (If event is rejected or alternate location is recommended return to Permit Office with explanate				
COMMENTS, SPECIAL USE INS	STRUCTIONS OR CONDITION	S OF USE:			
STIMATED EVENT COSTS:		Approved Time	Rental Fee	Security Deposit	
. Other:	=	to	\$	\$	
. Required park staff support@ \$_	/hr xhrs=	to	\$	\$	
. Trash/recycling can(s)@ \$/l	older provides) to	\$	\$		
. Port-a-john(s) required #@ \$	ler) to	\$	\$		
Required Park Police Support #_	Officer(s) @ \$ /hr x hor	urs = \$			
Park Police will contact Event Organ	nizer directly to coordinate security arrangement	ts and payment.			
			TOTAL COST: \$		
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IGNATURE OF PARK MANAGER MM/DD/YYYY		SIGNATURE OF DIVISION CHIEF		MM/DD/YYYY	
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## **GENERAL TERMS AND CONDITIONS**

- 1. Permittee is permitted to engage in still or motion picture photography in the specified Montgomery County Park or area within such Park during the specified dates and times for the specified Purpose.
- 2. Permittee must place signs notifying the public, any M-NCPPC staff and others that filming/photography is occurring on and about the Location Area as instructed by M-NCPPC.
- 3. Permittee must avoid all public obstruction, whether pedestrian, vehicular or otherwise, and shall coordinate all activities with M-NCPPC so as to cause no obstruction, interruption or interference with the public's use of the Park and other park activities or programs.
- 4. Permittee shall not identify M-NCPPC or any specific property owned or operated by M-NCPPC in any film or photograph, narration, dialogue, sound track, caption or other description without advance written approval of M-NCPPC. Despite the prior sentence, Permittee may use any M-NCPPC signs filmed or photographed for the Purpose and to broadcast and exhibit them, including using them for any related advertisements, promotions, publicity, and/or clips.
- 5. Notwithstanding any public notice signs, Permittee must obtain any necessary release or consents from individuals filmed or photographed by Permittee allowing Permittee to use such individuals' likeness or image.
- 6. Permittee must provide M-NCPPC with a certificate of insurance verifying the existence of any insurance coverage required by the Commission's Risk Management Division prior to the Event Start Date. The certificate of insurance must name M-NCPPC as an additional insured.
- 7. Permittee must remove all trash offsite from the Park and dispose them properly in accordance with law.
- 8. Permittee agrees to abide by M-NCPPC's Park Rules and Regulations. Permittee understands and agrees that any violation thereof may subject Permittee to civil and criminal citation.
- 9. Permittee may place all necessary facilities and equipment and locate all necessary staff and other persons on the Location Area and agrees to remove or cause to remove them after completion of Permittee's Purpose. Permittee shall leave the Location Area in its original condition, reasonable wear and tear excepted. Permittee must follow M-NCPPC's direction for any staging and preparation, including parking of commercial trucks or large-sized vehicles.
- 10. If Permittee is allowed to remove or change any M-NCPPC signs on or about the Location Area, Permittee shall replace or return them to their original location and condition.
- 11. Permittee agrees to indemnify, defend, and hold harmless M-NCPPC, its Commissioners, officers, agents, employees, and representatives (the "Indemnitees"), and shall cause any contractors or subcontractors of Permittee to indemnify, defend, and hold harmless the Indemnitees from and against all claims, liability, damages, costs or expenses (including attorneys', experts fees and court costs) of any kind arising from Permittee's (or its contractor's or subcontractor's) omission, negligence, or other breach of Permittee's (or its contractor's or subcontractor's) obligations under the Permit.
- 12. In the event of any violation of the Permit conditions or this General Terms and Conditions, M-NCPPC may immediately revoke the Permit at the sole determination of M-NCPPC. In such revocation, all fees paid shall be forfeited.
- 13. The Permit shall be interpreted and enforced according to the laws of the State of Maryland. Permittee agrees to the exclusive jurisdiction of the courts of competent jurisdiction for Montgomery County, Maryland.
- 14. Permittee agrees that M-NCPPC does not represent or warrant the fitness of the Location Area for any particular use or purpose and that Permittee uses the Location Area "as is, where is" at its own risk. To the extent Permittee's filmed/photographed material includes or constitutes non- M-NCPPC copyrighted or other legally protected material, Permittee must obtain license or other consents and permission for the use thereof from applicable legal owner.
- 15. Any liability of M-NCPPC under this Permit is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the notice requirements, types of liabilities, and damage limits stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301 et seq. as amended from time to time.