

NPS Form 10-931  
 OBM No. 1024-002  
 NEW 10/00  
 Expires 6/30/2013

National Park Service  
 Independence National Historical Park  
 Special Events Office  
 143 South 3<sup>rd</sup> Street  
 Philadelphia, PA 19106  
 Phone: 215-597-9205 Fax: 215-597-0042



**Application/Permit for Commercial Filming/Still Photography**

Please supply the information requested below. **Attach additional sheets, if necessary, to provide required information.** Allow **AT LEAST** four (4) business days for processing. A non-refundable processing fee of \$75.00 should accompany this application unless otherwise waived. Your permit may require the payment of cost recovery charges, a location fee, and proof of liability insurance. Return of this form signed by the park superintendent along with applicable Terms and Conditions constitutes an approved permit. Your signature and acceptance of the permit certifies your understanding and acceptance of all terms and conditions applied to it.

Applicant:	Company:
Social Security #:	Tax ID #:
Street/Address:	Street/Address:
City/State/Zip Code:	City/State/Zip Code:
Telephone #:	Telephone #:
Cell phone #:	Cell phone #:
Fax #:	Fax #:
Email:	Email:

Type of Filming: Still Photography \_\_\_\_\_ Motion Picture/Video \_\_\_\_\_

**TYPE OF PROJECT:**

- Stills, editorial  
  Stills, advertising  
  stills, other  
  stock photo/video/film  
 Feature Film /TV Movie  
 TV Series/Pilot  
 Documentary/Travelogue  
 Commercial  
 Music Video  
 Public Service Announcement  
 Infomercial  
 Industrial  
 Educational  
 Other, explain \_\_\_\_\_

Will there be sound recording  Yes  No

Will there be talent or models  Yes  No

Will there be props or sets  Yes  No

Number of cast/crew: 1 -2 Tripod only  1-10  11-30  31-49  over 50

Summary of Activities and Scene(s) (attach additional pages if necessary): \_\_\_\_\_

**SCHEDULE BY LOCATION(S)**

Date	Location	Start Time	End Time	Type of Activity (e.g., film, prep, or strike)	Number of Cast & Crew

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Description of Equipment/Props (attach additional pages if necessary):

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Are you familiar with/ have you visited the requested area?

Y  N

**Person on location responsible for company's adherence to all terms & conditions of a Film Permit:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

**Person at the company office to contact for follow up information and billing:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

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**GENERAL PERMIT TERMS AND CONDITIONS**

Following are general permit terms and conditions which apply to all permits issued by the National Park Service. All filming and photography permits are issued by the park Special Events Office, 143 South Third Street, Philadelphia, PA 19106. Telephone: (215) 597-9205, Fax: (215) 597-0042, E-mail:

inde\_permits@nps.gov

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. 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.
9. 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
10. 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."
11. 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.
12. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

#### **PERMIT TERMS AND CONDITIONS WHICH APPLY TO FILMING IN INDEPENDENCE NATIONAL HISTORICAL PARK**

1. The Permittee agrees to carry a general liability insurance policy 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. Such insurance shall be in the amount of \$1,000,000.00 unless otherwise specified. The *Certificate Holder* on the policy must read as follows: United States of America, Independence National Historical Park, 143 South Third St., Philadelphia, PA 19106. Proof of insurance must be submitted prior to the filming date. The permit holder's signature on this permit attests to the fact that insurance is in place as stated on the Certificate on the dates the permit is approved for. If for any reason the insurance is cancelled prior to the approved permit dates, it is the responsibility of the permit holder to immediately notify the park's Special Events Office at 215-597-9205.
2. All commercial filming requires a permit. Commercial filming is defined as digital or film recording of a visual image or sound recording by a person, business, or other entity for a market audience.
3. Still photography activity requires a permit when: The activity takes place at location(s) where or when members of the public are generally not allowed; or, the activity uses models, sets or props that are not part of the location's natural landscape, or when the park incurs additional administrative costs to monitor the activity. The decision to require a permit for still photography is based on the activity itself as opposed to the eventual use of the image.
4. Fees:
  - (a) Application Fee: A non-refundable application charge of \$75.00 is due at the time of submission of the permit.
  - (b) In addition to the application charge, the Permittee will be billed for all costs associated with the permit. Staffing costs will be billed at the rate of \$50.00 per hour. The Special Events Coordinator will provide the permit applicant with an estimate of the costs upon request.

(c) Location Fees: Commercial filming and still photography permits are subject to the following location fee schedule:

Motion Picture/Videos	Still Photography
1 – 2 people, camera and tripod only: \$0/day	1 – 10 people: \$50/day
1 – 10 people: \$150/day	11 – 30 people: \$150/day
11 – 30 people: \$250/day	Over 30 people: \$250/day
31 – 49 people: \$500/day	
Over 49 people: \$750/day	

11. Filming activities requiring the provision of park electrical power will be monitored by a park electrician at cost to the Permittee.

12. Filming activities conducted in areas containing items in the park's museum collections will be staffed by a representative of the park's Curatorial department at cost to the Permittee.

13. Filming in historic building interiors will only be granted when the activity has a meaningful and accurate association with and contributes to the public understanding and appreciation of the historic resource. Generally, permits will be scheduled during times the buildings are closed to the public.

14. The following guidelines apply to the filming or photographing of documents in the Great Essentials Exhibit in the West Wing and portraits in the Second Bank of the United States:

- No fluorescent lights are permitted.
- Halogen, halide or tungsten lights are permissible.
- Lights must be no closer than 7 feet away from the subject.
- Lights must be turned off when filming is not underway.
- Flash photography is permitted from a distance of at least 3 feet from the subject.

15. Filming permits will be denied if, in the opinion of the Superintendent, the filming activity:

- Will unduly interfere or conflict with visitors' use and enjoyment of the park.
- Poses a threat to park resources.
- Places unreasonable burdens on park staff.
- Portrays or depicts activities that are not permitted within a recognized park area.

16. The NPS will not censor the content of any project, nor require finished film products for review.

17. On-Camera appearance by National Park Service employees are allowed under the following conditions:

- The employee is selected and/or approved by park management, and is depicted performing his or her normal duties, or serving as a subject matter expert.
- The employees' appearance supports NPS goals and has a beneficial effect for the Service.
- The role is not scripted.
- The park pays the employee as part of his or her regular working hours.

18. Use of the NPS Arrowhead in titles, credits or other deliberate disclosures requires the permission of the NPS Director. Incidental filming of the symbol, which may include the shoulder patch of a uniformed employee, an NPS vehicle, or a sign, is NOT prohibited.

19. A credit line is specifically prohibited in instances involving product or commercial advertisement, in films promoting an industry and in films designed to influence Congressional initiatives.

20. Government property (including the uniform) will not be used, loaned or rented to a film company or diverted from its normal use for filming purposes except when the filming activity is done to facilitate or supplement an official NPS function and is approved by the Superintendent.

- 21. Smoking, eating and drinking is prohibited in park buildings.
- 22. The use of any device or prop that emits smoke, mist or gas is prohibited in building interiors. The use of any device that utilizes an open flame is prohibited.
- 23. Parking on park property is prohibited. All loading and unloading must be done from the curb.
- 24. Access to secure areas of the park requires crew and equipment to process through security screening. If this takes place before or after visitor hours additional costs may apply.
- 25. The Greater Philadelphia Film Office is available to provide free assistance for filming and video projects including locating resources, site surveys and parking. The Film Office should be notified of all projects occurring in the City. For further information they can be contacted at: 100 South Broad St. Suite 600, Philadelphia, PA 19110. Telephone: (215) 686-2668, fax: (215) 686-3659.

I hereby state that the above information given is complete and correct and that no false or misleading information or false statements have been given. All estimates are reliable to the best of my knowledge and I have the full authority to represent the applicant entity and the project described above. I further agree to abide by all terms and conditions ascribed to this permit.

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved By:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Signature of Park Representative Title

**Approved Location(s)** \_\_\_\_\_

Information provided will be used to determine whether a permit will be approved. Completed application must be accompanied by an application fee in the form of a check or money order in the amount of \$75.00 made payable to **Independence National Historical Park**. Application and administrative charges are non-refundable. This completed application should be mailed to the park address found on the first page of this application.

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**FEES: Application Fee: Paid** \_\_\_\_\_ **Date** \_\_\_\_\_  
**Location Fee: Paid** \_\_\_\_\_ **Date** \_\_\_\_\_ **Cost Recovery: Applied** \_\_\_\_\_ **Waived** \_\_\_\_\_

**NOTICES**

**Privacy Act Statement:** The Privacy Act of 1974 (5 U.S.C. 552a) provides that you be furnished with the following information in connection with information required by this application. This information is being collected to allow the park manager to make a value judgment on whether or not to allow the requested use. Applicants are required to provide their social security or taxpayer identification number for activities subject to collection of fees by the National Park Service (31 U.S.C. 7701) Information from the application may be transferred to appropriate Federal, State, local agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

**Paperwork Reduction Act Statement):** This information is being collected subject to the Paperwork Reduction Act (44 U.S.C. 3501) to allow the park manager to make a value judgment on whether or not to allow the requested use. All applicable parts of the form must be completed. A Federal agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

**Estimated Burden Statement:** Public reporting burden for this form is estimated to average 30 minutes per response including the time it takes to read, gather and maintain data, review instructions and complete the form. Direct comments regarding this burden estimate or any aspects of this form to the National Park Service, Special Park Uses Program Manager, 1849 C Street NW (2460), Washington, D.C. 20240