

**STATE OF NEVADA
DIVISION OF STATE PARKS
COMMERCIAL PHOTOGRAPHY PERMIT**

This permit authorizes Click to Enter Company Name , hereinafter referred to as PERMITTEE, to photograph motion pictures, still scene, video record, construction of sets, and removal of sets in Click to Enter Park Name (State Park), hereinafter referred to as the DIVISION, in accordance with Application for Commercial Photography ADM-6 (attached), for the period of Click to Enter Month and Date , 20Click to Enter Year through Click to Enter Month and Date , 20Click to Enter Year inclusive, subject to the following terms and conditions.

1. An estimated charge of Click to Type Written Dollar Amount Dollars (\$ Click to Type Dollar Amount) will be assessed in accordance with N.A.C. Photography Fee Schedule and the Application for Commercial Photography (ADM-6). Additional fees may be charged upon completion of the filming if: days using the park or number of people or vehicle counts are different than stated on the original Application (ADM-6).
2. The PERMITTEE designates Click to Type Name of Designee as its "on-site" or field representative, who shall have full authority to act for permittee in its day-to-day operating relations with the DIVISION.
3. The PERMITTEE and/or whoever it may designate will own all rights in and to all photographs and recordings which it makes, and PERMITTEE may use these photographs and recordings without restriction as it may desire.
4. The PERMITTEE agrees to give due credit to the State of Nevada, Department of Conservation and Natural Resources, Division of State Parks, for permission granted for the use of the state park for the activity.
5. The privileges offered in this permit may be revoked by the Division at any time if the PERMITTEE violates any part of this agreement.
6. Insurance - PERMITTEE shall at all times during the terms of this Permit have and keep in force liability insurance, including comprehensive general liability with personal injury, contractual and broad form property damage liability endorsements which name the State of Nevada, its Division of State Parks, officers and employees as an additional insured under the terms of the PERMITTEE'S policy. Said coverage will be sufficient to cover all liabilities, which might arise out of the use of park facilities, and/or liabilities incurred by STATE or PERMITTEE personnel. Such insurance shall be underwritten by insurers satisfactory to STATE and provide the following minimum limits of coverage:

Click to Type Written Dollar Amount DOLLARS (\$ Click to Type Dollar Amount)
Combined Single Limit.

- a. **Additionally Insured Endorsement** - By endorsement to the general liability insurance policy evidenced by PERMITTEE, as defined in NRS41.0307, STATE shall be named as additional insureds for all liability arising out of Permittee's commercial operation within the park. *An Additional Insured Endorsement form (CG 20 10 11 85 or CG 20 26 11 85), signed by an authorized insurance company representative, must be submitted to the State to evidence the endorsement of the State as an additional insured.* Said policy shall contain the following language:

"The State of Nevada, Division of State Parks, Department of Conservation and Natural Resources, its officers, employees and agents is named via

endorsement as an additional insured under the terms of this policy."

- b. Certificate of Insurance - A signed complete Certificate of Insurance, and a copy of the endorsed policy with all the endorsements required herein, shall be presented to the Park Supervisor or his designee on or before the Permit beginning date. Said insurance policy will not be cancelled or materially altered without prior written notice to STATE.
- 7. Payment of Insurance - The State of Nevada is not liable for the payment of any premiums, deductibles or assessments on any insurance policies required of PERMITTEE by STATE or by any policies purchased by PERMITTEE.
- 8. Waiver of Claims - PERMITTEE hereby waives all claims and recourse against STATE, its officers, agents or employees, including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this Permit except claims arising from concurrent or sole negligence of STATE, its officers, agents or employees.
- 9. Indemnification - The PERMITTEE agrees to defend, protect, indemnify and hold harmless the STATE of Nevada, its officers, agents, and employees from and against any and all claims, losses, suits, or actions of whatever nature resulting from or arising out of the activities of the permittee, its subcontractors, agents, or employees under this agreement and to pay all claims, damages, judgments, legal costs, or any other expense or liability related thereto.
- 10. The Description of Activity discussed during the site approval (Attachment I, if applicable), Photography Permit Fee Schedule (Attachment II), Rules and Regulations (Attachment III), and Officer Guidelines (Attachment IV, if applicable) attached to this permit shall be considered a legal part of this document as though set out verbatim, and the permittee agrees to comply with the requirements, regulations and policies stated herein.
- 11. Wildlife Permit For wildlife used in a movie, PERMITTEE has contacted Division of Wildlife (DOW) and has been advised if a permit is required, as noted in application.

APPROVED:

APPROVED:

By: _____
Park Supervisor
Nevada Division of State Parks

By: _____
PERMITTEE/PERMITTEE'S
REPRESENTATIVE

Date: _____

Date: _____