



TOURISM, ARTS AND HERITAGE CABINET
KENTUCKY DEPARTMENT OF PARKS
LOCATION CONTRACT FOR USE OF STATE PARKS
(Motion, Motion and Sound Pictures, Recordings, or Commercial Still Photography)

Date _____

To: Commissioner Donnie Holland
Kentucky Department of Parks
Tourism, Arts and Heritage Cabinet
Commonwealth of Kentucky

_____, seeks permission to make, in
the _____, located at _____, the following
motion, 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:

(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 no charge is applicable, please 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 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) 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.
 - (v) Any special instructions received from the official in charge of the area will be complied with.
 - (vi) Any additional information relating to the privilege applied for by this application will be furnished upon request of the official in charge.
 - (vii) No employee of the Commonwealth of Kentucky may work for the applicant in any capacity whatsoever.
 - (viii) 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.
 - (ix) **The photo(s) and/or videos taken by the applicant shall not be sold for commercial gain without prior approval of the Kentucky Department of Parks.** Should the Kentucky Department of Parks grant approval for commercial sale and/or profit by the applicant, the Kentucky Department of Parks reserves the right to receive a portion of the profit from such sale.

(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.

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

APPROVED:

Donnie Holland
Commissioner
Kentucky Department of Parks
500 Mero Street
Capital Plaza Tower, 10th Floor
Frankfort, Kentucky 40601
(502) 564-8110

Date

RECOMMENDED BY:

XXXXXXXXXX

Park Manager
Pine Mountain State Resort Park
1050 State Park Road
Pineville, KY 40977

Date

APPROVED AS TO FORM AND LEGALITY:

Jean W. Bird
Legal Counsel
Kentucky Department of Parks
500 Mero Street
Capital Plaza Tower, 24th Floor
Frankfort, Kentucky 40601
(502) 564-4270

Date