



Anderson Township Park District  
8249 Clough Pike  
Cincinnati, OH 45244  
Phone (513) 474-0003 • Fax (513) 388-2494

## **COMMERCIAL FILMING/PHOTOGRAPHY REGULATIONS**

revised 12/1/08

1. No person may use the parks for commercial purposes, without the specific written permit of the Anderson Township Park District (ATPD). Once granted, the permit is nontransferable and must be in the coordinator's possession on the grounds during filming/photographing.
2. It should be clearly understood that the ATPD and its Board in no way endorse any product or service connected with the filming/photography.
3. The holder of the permit is liable for any damage to parkland and park property.
4. No vehicles are permitted on grass, sidewalks, or other park areas not designated as vehicle parking areas unless authorized by the ATPD Executive Director, or his designee, prior to the shoot.
5. Films or photos must not include any park visitors without their prior permission, nor depict any recognizable ATPD park names, logos, structures or landscapes.
6. If filming/photography is part of a film story or script, the ATPD Executive Director or his designee must be presented with details as to the nature of the film. If filming/photography is for advertising, the ATPD Executive Director or his designee must be presented with details as to how the advertisement will be used.
7. The permit does not give exclusive use of the park, therefore, the park must remain open to the public, and the film crew will need to adjust accordingly.
8. The permit fee is \$200 for a four-hour increment minimum, and \$50 for each additional hour. Payment of permit fees must accompany the required application forms and certificates at least **10 business days** prior to the intended session. Remit to the Anderson Township Park District, Attn: Film Permit, 8249 Clough Pike, Cincinnati, Ohio 45244.
9. If an emergency should arise call 911. If you need a Park Resource Officer to respond, call the Hamilton County Police Dispatcher at 513.825.2280 and describe the location and nature of your request.
10. NO REFUNDS. However, if cancellation is necessary due to inclement weather, a new date will be scheduled within one year of the session date, provided notification to the ATPD is made one week following the intended session date.
11. ANY MISUSE OF PARK PROPERTY OR FAILURE TO COMPLY WITH PARK DISTRICT FILMING/PHOTOGRAPHY REGULATIONS WILL RESULT IN REVOCATION OF THIS PERMIT AND NO REFUND OF THE FEE.

## RELEASE OF LIABILITY

The Anderson Township Park District reserves the right to require a surety bond and deposit for any event.

**LIABILITY INSURANCE – Proof of Insurance is required.** The organization agrees to forward a Certificate of Insurance with the Anderson Township Park District named as an additional insured to: Anderson Township Park District, Attn: Film Permit, 8249 Clough Pike, Cincinnati, Ohio 45244 or Fax to 513-388-2494. Commercial Filming/Photography permits will only be considered when all completed application forms, fees and certificates are received at least **10 business days** prior to the intended session.

Name of Liability Insurance Carrier Agency \_\_\_\_\_

Phone \_\_\_\_\_ Agent's Name \_\_\_\_\_

Limits of Liability \_\_\_\_\_

### **RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:**

Renter by and through the undersigned representative hereby covenants and agrees that Renter releases, holds harmless, and indemnifies the Anderson Township Park District, the Anderson Foundation for Parks and Recreation, Anderson Township Administration, the Beech Acres Parenting Center, and their respective boards, trustees, employees, agents, attorneys and assigns from any and all loss, claim, judgment, damage, or any amount owed by reason of any further claim, demand and/or action at law or in equity that may at any time hereinafter be brought or made against any of them with the intent, or for the purpose of establishing or enforcing any further claim related to, or arising from or on account of injuries, property damage or in any way related to the rental of Anderson Township Park District facilities by this Renter. This indemnification clause specifically includes the payment of attorney's fees and/or legal expenses necessarily incurred to defend any and all claims made. Renter hereby acknowledges that no member of the "Renter" organization is acting as an agent, representative, employee or contractor of the Anderson Township Park District, its agents or representatives.

**Legal Compliance:** Renter agrees to follow and adhere to all local, state, and federal laws applicable to the rental of the ATPD facilities and the activities emanating there from including but not limited to health, worker's compensation, discrimination, licensing laws, ATPD Rules and Regulations and ATPD Commercial Filming/Photography Regulations.

**Authority to Bind Organization:** The Representative confirms and warrants that by executing this Agreement and Application on behalf of the Renter, he/she has full authority to so act on behalf of the Renter and to bind the Renter to the terms of this agreement. The term "Renter" includes the Organization listed above, its members, agents, assigns and those persons assisting the Organization in its efforts and performing its duties hereunder.

My signature below indicates that I am 18 years of age or older, that I have read the above information concerning the usage of the identified park area, that I agree to the conditions stated, and that I attest to the accuracy of the details of my park usage.

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<b>Name – "Renter"</b>	<b>Date</b>
<b>Signature</b>	<b>Please Print Name</b>

12/03/08

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