



PUBLIC USE PERMIT APPLICATION

Mark All That Apply:

- Special Activity
- Film/Still Photography
- Remote Controlled Aircraft

PARK USE ONLY

Date Received at Park:

Submit application a minimum of 60-days prior to activity date to ensure adequate time for review.

APPLICANT INFORMATION

Organization Name:

Primary Contact Name (If film, list Producer, Production Manager, and Location Manager):

Day Time Phone Number:

Cell Phone Number:

E-Mail Address:

Mailing Address (Street):

City:

State:

Zip Code:

On Site Contact Name (If Different Than Above):

On Site Contact Information:

DATE, TIME, AND LOCATION (For All Activities Except Still Photography – see p. 2)

Date(s) of Activity**:

Group Size: _____

Time of Activity (Include Setup / Teardown Time): Except group camping, events must end one half hour before park closing.

From: To:

From: AM PM To: AM PM

**If setup and teardown occur before/after actual event date, list here.

Setup Date: Time: AM PM To: AM PM

Teardown Date: Time: AM PM To: AM PM

Park name and location within park (indicate location on a map. Parks maps can be found at: <http://parks.state.wa.us/281/Parks>):

If trail, designate mile post markers for public start / stop:

PUBLIC USE EVENT DETAILS (All Activities)

Name of Activity/Production (if applicable):

Website (if applicable):

Description of Activity (include if any ground disturbing activities, proximity to the closest body of water or wetland area, production schedule, flight plan, including elevation and maximum speed of Remote-Controlled Aircraft):

Special Equipment (provided by applicant) to be used (e.g. temporary structures, course markings, speaker stands, benches, sound amplifiers, etc.):

Special Facilities or Systems (provided by applicant) to be used to respond to health, cleanup, etc. (e.g., emergency first aid, additional sanitation/refuse collection facilities, etc.):

Specify Arrangements for Crowd or Traffic Control:

Additional Activity Requested (include staging areas needed, restriction of public access during activity, public displays):

ALCOHOLIC BEVERAGES (If Applicable)

Will alcoholic beverages be served?

Yes No

Will alcoholic beverages be sold?

Yes No

If alcohol is served or sold, how will it be managed? *State and Local law and permits apply, see <http://lcb/licensing/licensing-services>.*

SALES, CONCESSIONAIRES, AND VENDORS (If Applicable)

Will activity include third party concessionaires or vendors?

Yes No If yes, how many?

Will permittee be selling merchandise or items?

Yes No If yes, describe:

If yes, you must review the language below and check one of the boxes regarding liability insurance. If you have any questions, please contact the park.

INSURANCE: The Event Coordinator/Permittee shall have available a valid Certificate of Insurance on site for the duration of the event. Insurance must adhere to the following:

1. Shall maintain all risk property insurance covering exhibitor's own property and property of others in the exhibitor's care, custody and control.
2. Shall maintain bodily injury and property damage insurance coverage including contractual liability, in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, and shall name Washington State Parks and Recreation Commission, 1111 Israel Rd. SW, Olympia, WA 98504-2650 as Additional Insured under the policy.
3. Insurance must be valid for the term of the use permit and signed by the insurance broker as evidence of coverage required herein one of the two choices below (Mark one):

The Event Coordinator/Permittee will cover all temporary vendors under their policy and attests to this with their final signature on the permit application.

The Event Coordinator/Permittee guarantees that all temporary vendors are covered by their own valid insurance policies and attests to this with their final signature on the permit application.

TYPE OF PRODUCTION (Film/Photography Only)

Filming Activities

- Feature Film Television
 Commercial Advertisement Other

Still Photography Activities

- Catalog Photography
 Still Photography (3 or more paid staff)
 Still Photography – Annual (2 or less paid staff)

Total number of Film & Photography Crew: _____ Total number of Film & Photography Vehicles on site: _____

SITE REFERENCES (Film Only)

List two recent site references:

Location:	Location:
Contact:	Contact:
Phone Number:	Phone Number:
E-Mail Address:	E-Mail Address:

FLIGHT DETAILS (Remote Controlled Aircraft Only)

Purpose of request and acknowledgment of compliance:

- Recreational: (the applicant acknowledges they will follow community-based safety guidelines for the operation of an unmanned aircraft system and Public Law 112-95, Section 336-Special Rules for Model Aircraft).
 Work/Business: (the applicant acknowledges they will comply with FAA operating rules and 14 CFR Part107).

Flight Plan with Map: Please attach as an addendum to this application

Proposed Elevation: _____ **Maximum Air Speed:** _____

Aircraft weight:

- Less Than 0.55 LBS 0.55 – Less Than 55 LBS 55 LBS or over requires proof of FAA operational approval

TERMS AND CONDITIONS (All Activities)

PROHIBITED ACTIVITIES: Activities having the potential to significantly impact alter or damage park resources are prohibited. The following are also prohibited: (1) altering, damaging or removing vegetation, park property, or park facilities, (2) vehicle use off established roads and parking areas, (3) use of insecticides, herbicides, or pesticides, (4) loud noises (160 decibels or higher), between 10:00 p.m. and 6:30 a.m., (5) smoking in buildings, on boardwalks, or in vegetated areas, (6) disrobing in public or nudity, (7) use of meadow areas except on trails or already disturbed areas as determined by State Parks, not the Permittee, (8) harassment of wildlife (filming of wildlife is permitted if there is no disturbance, feeding, teasing, or manipulation of resident or free-roaming animals). The use of domesticated dogs and cats is permitted if humane treatment is accorded the animal at all times and State Park regulations are strictly observed. For example, domesticated animals must be under physical control at all times. Wildlife captured elsewhere may not be used in any in-park filming, whether trained or not. Animals may not be tethered to trees at any time.

ACCESS: State Parks authorized representative shall be the area manager and/or their designee. This representative shall have access to, from, and over the premise at all times.

USE AREA: The specific extent of the use area shall be subject to the approval of the area manager or their designee and may be adjusted at their discretion. Special activities will be conducted only in approved locations and/or facilities noted in the Special Activity Permit.

ASSUMED RESPONSIBILITY: The Permittee assumes responsibility for all activities conducted by Permittee in the performance of the Permit, including but not limited to negligent supervision and control of the activities to prevent injury or damage. Permittee shall maintain the cleanliness of all the use area during the Permittee's use including cleanup of litter and debris. Permittee shall provide surveillance and security to preserve order.

RULE COMPLIANCE: The Permittee and its officers, agents, and employees shall comply with all applicable codes, rules, regulations, and laws, including compliance with all Discover Pass requirements, and any lawful order of the area manager or designee.

ADDITIONAL PERMITTING: Permittee shall obtain and keep in force all additionally required permits, licenses, permissions, consents, and approval required by governmental agencies or third parties in connection with activities performed under the Permit. Application for permits shall be at the sole risk, cost, and expense of the Permittee. Permittee is solely responsible for determining what permits are required and obtaining required permits.

HOLD HARMLESS:

Non-WA State Governmental Entities:

It is understood and agreed by State Parks and the Permittee that the Permit is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of the Permit. Each party hereto agrees to be responsible and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law, and agrees to save, indemnify, defend, or hold the other party harmless for any such liability. In the case of negligence of both State Parks and the Permittee, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

Or

WA State Governmental Entities:

The Permittee shall hold harmless and defend (such defense will be provided at the sole discretion of the office of the Attorney General of the State of Washington, and only as permitted by law and as covered by the Permittee's coverage under the State of Washington self-insurance Liability Program and the Tort Claims Act (RCW 4.92 et seq.) State Parks from any and all liability arising out of any actual or alleged claims, losses, or lawsuits resulting from the negligent act and/or omission of the Permittee, its officers, agents, and employees acting within the scope of their official duties, in its/their use of the premises.

DAMAGES: Any damages to property of State Parks caused by the Permittee while acting under the Permit shall be repaired at the Permittee's expense. Any such damages not repaired to the satisfaction of State Parks may be repaired by State Parks and the costs thereof charged to the Permittee.

NATURAL AND CULTURAL RESOURCES: Geological and archaeological resources must not be disturbed. No materials, adhesives, paints, etc. may be used on any of these park resources. No devices may be driven into the rocks, or cliff areas. Any damage to park resources may result in closing the area to future activities.

INSURANCE: The Permittee agrees to provide a certificate of insurance in the amount of \$1,000,000 general liability and \$1,000,000 personal injury naming State Parks as an additional insured or show evidence of insurance for WA State self-insured governmental entities.

BONDS AND DAMAGE DEPOSITIS: State Parks may require the Permittee to post a bond or damage deposit payable to State Parks in an amount sufficient to cover any potential damages to park resources or facilities that may occurring during or as a result of the activity.

FEES: In addition to the application fee, facility and other additional fees (copy attached) may be required and are due and payable to State Parks upon signature of the Permit.

ALCOHOL: Permittee agrees that alcohol will only be allowed by permission of State Parks and recognizes and will ensure compliance with the limitations imposed by the State Law on the use of alcoholic beverages, especially no dispensing to or use of alcoholic beverages by minors.

COMMERCIAL ACTIVITIES: If a Permittee or its officers, agents, and employees is selling merchandise, no additional permit will be required except those permits required when selling food items. If an outside vendor will be selling goods and services, then an approved Commercial User Permit/ Temporary Vendor Permit will be required for each vendor along with the appropriate permit fees.

MOTOR VEHICLES: The Permittee agrees to abide by all motor vehicle laws of the state of Washington. The Permittee shall describe any proposed activity that would result in the operation of a vehicle outside of the motor vehicle laws in the general description portion of the permit.

PERMIT DISPLAY: The Permittee shall have a copy of the Permit in their possession at the time of the activity and display upon request of the Area Manager and/or their designee.

CHECK-OUT REQUIREMENTS: Before leaving the park, the Permittee or his/her representative will make arrangements for an inspection of the assigned area by the Area Manager or the Area Manager's representative to insure, if in the judgement of the Area Manager/representative that the area is left in a clean and orderly condition.

PERMIT ASSIGNMENT: The Permit is non-transferable and non-assignable. Any attempt to transfer or assign an issued permit shall cause immediate cancellation of the Permit.

CLOSURES: The Permittee is not allowed to conduct activities or have access to areas not generally accessible to the general public, unless specific written approval is received from State Parks. No activities will be permitted during periods of extreme weather conditions, fire danger, or fire closure.

CANCELLATION OF PERMIT: Notwithstanding the issuance of the Permit, State Parks reserves the right to and may at any time cancel the Permit for any of the following reasons: (1) if there is clear danger to public health and safety; (2) if, in the opinion of State Parks' representative, the activity requested represents an unreasonable threat to park resources, facilities, or wildlife; (3) if it is determined that supervisory requirements for the proposed activity will place unreasonable burdens on staff capacity, irrespective of the Permittee's willingness to pay supervisory costs; (4) if the proposed activity would unduly conflict with visitors' normal use of the park; (5) if Permittee(s) enter areas closed to the general visiting public, or allow activities not permitted to the average visitor except for cooperative activities as an agent of State Parks. The Permit may also be cancelled by State Parks without notice if the terms of the permit are violated. Deliberate infractions of the terms of the permit or the deliberate making of false or misleading statements concerning intended actions in order to obtain a permit are causes for immediate cancellation of the permit and cause for possible prosecution. The Permit may be cancelled by State Parks if the location is changed and/or expanded without the written permission of State Parks. Reimbursement for services performed by State Parks and not otherwise paid for by the Permittee prior to the effective date of such cancellation shall be as State Parks reasonably determines. Any revocation of the Permit may result in denial of future use by the same Permittee in any State Park facility.

WAIVER OF RIGHTS: State Parks' failure to insist upon the strict performance of any provision of the Permit or to exercise any right based upon breach thereof or the acceptance of any performance during such breach shall not constitute a waiver of any right under the Permit.

GOVERNING LAW: The Permit shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by the laws of the state of Washington. Venue for any suit between the parties arising out of the Permit shall be the Superior Court of Thurston County, Washington.

SEVERABILITY: In the event any term or condition of the Permit or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Permit which can be given effect without the invalid term, condition, or application. To the end, the terms and conditions of the Permit are declared severable.

GENERAL CONDITIONS (For Film/Photography & Remote-Controlled Aircraft)

Washington Administrative Code 352-74-060 (film/photography) and Washington Administrative Code 352-32-130 (remote controlled aircraft) state in part all applicants shall agree to conduct their activity in a manner which:

- 1) Is compatible with the activities of the public and park visitors.
- 2) Will not damage or disturb facilities or the natural, cultural, or historic resources.
- 3) Will not interfere with park operations and staff.
- 4) Will not disrupt wildlife.
- 5) Will not imply the endorsement of the Commission for the content of films.
- 6) Will acknowledge the cooperation of the Commission.
- 7) Is not inconsistent in the judgment of the director with the purposes for, or conditions on which, the property where the filming is to take place was acquired.
- 8) Will conform with all the applicable statutes, rules, policies, and procedures of the Commission, and the instructions of the Commission staff who supervise the filming/still photography or remote-controlled aircraft activities.

ADDITIONAL TERMS AND CONDITIONS (Filming/Photography)

RESTRICTED ACTIVITIES: The following are restricted and must be approved in advance by State Parks: (1) use of animals or children, (2) discharge of blank ammunition, (3) mechanical or pyrotechnic special effects, (4) stunts, (5) amplified music, (6) placing of large set dressings, (7) filming or photography within interiors of State Parks employee housing or administrative work areas. Generators may not be placed within 100 feet of residences or occupied buildings.

DISRUPTION OF VISITOR ACTIVITIES: Filming activities may not unduly conflict with visitor use or experience in the park. The public shall be informed, at the Permittee's expense, of any unusual or long-term closure or delay expected due to the filming activity. The Permittee should avoid filming in high public use areas and on weekends and holidays. The Permittee understands that the Permit may be cancelled for those locations that are subject to intensive public use, or if filming is scheduled during busy weekend and holiday dates. To the extent possible, the public must be allowed to view production activities.

SET CONSTRUCTION: Set construction must be approved in advance by State Parks' representative, and plans and drawings may be required. Sets may be constructed on highly disturbed areas (i.e. parking areas, road turnouts, etc.). Undisturbed areas may be used,

provided all materials and equipment are hand carried to the site, no vehicles are used, and the area is returned to its original condition following filming. No foundations may be poured, and structures must be self-supporting.

STATE PARKS LOGO: The logo of the Washington State Parks and Recreation Commission is a registered trademark. If the Permittee wishes to use the State Parks logo, written permission of State Parks is required. This shall not be construed to prohibit incidental filming of the logo, except where that filming is for advertising, promotional, or commercial purposes. Incidental filming includes casual appearance of the logo, as on the shoulder patch of a uniformed employee, a State Parks vehicle, or an entrance or similar sign.

USE OF AIRCRAFT: Aircraft may not land in any park area without the express written permission of State Parks pursuant to WAC 352-32-130. The use of aircraft in connection with filming may require a Certificate of Waiver issued by the Federal Aviation Administration, granting a waiver of FAR 91.119(b) and (c), Minimum Safe Altitude. The Applicant must determine the need for this waiver prior to applying for a permit. If a waiver is required, a copy of the waiver and the Motion Picture and Television Flight Operations Manual must be provided to State Parks with the Application. Use of helicopters requires an additional cash damage deposit as determined by State Parks. Pursuant to WAC 352-32-130(5), State parks may specify additional restrictions for the use of such aircraft.

CLEAN UP: All shooting locations, storage areas, etc. are to be cleared of all equipment, props, and trash and returned to their original condition to the satisfaction of the monitoring State Parks' representative following completion of filming. Major sets may receive extensions on clean up times based on the judgement of State Parks' representative. All garbage and debris, including any animal feces, must be removed from the park and properly disposed of upon completion of each day's shooting. Film companies will provide and utilize their own trash receptacles. It is the Permittee's responsibility to inform contracted companies (caterers, etc.) of these requirements.

SECURITY: The Permittee may, at Permittee's expense, provide licensed security guards for site locations and storage areas. If State Parks' personnel are used for providing security or traffic control, the Permittee will be responsible for the costs of staff time involved. Non-commissioned security personnel may not be in possession of firearms on State Parks' property. Authorized and uniformed law enforcement officers (rangers, police, sheriff, state patrol) will be allowed to carry firearms. Public access to the set, storage, and staging areas may be restricted as determined by State Parks' representative. The Permittee will provide signs explaining that filming is underway, and will also provide barricade tape, or other physical barrier, as necessary for the safety of the public.

ILLEGAL DISCRIMINATION: The Permittee shall comply with the provisions of Title VI of the Civil Rights Act of 1964 (42 USC 200d); Section 504 of the Rehabilitation Act of 1973 (29 USC 794); Chapter 49.60, Revised Code of Washington; and Title I of the Americans with Disabilities Act (42 USC 12111-12117), as now or hereafter amended. The Permittee shall not discriminate on the grounds of race, color, national origin, sex, sexual orientation, religion, marital status, age, creed, Vietnam-era and disabled veterans' status, or the presence of any sensory, mental, or physical disability.

SUSPENSION OF FILMING: State Parks reserves the right to suspend production if, in the opinion of State Parks' representative, there appears to be abuse of or a likelihood of damage to any of the properties, road surfaces, or facilities of State Parks.

ADDITIONAL TERMS AND CONDITIONS (*Remote Controlled Aircraft*)

FEDERAL AVIATION ADMINISTRATION (FAA): The permittee agrees to comply with all rules and regulations as set forth by the FAA for the use and operation of unmanned aircraft systems to include, but not limited to, Public Law 112-95, Section 336 and 14 CFR Part 107.

DISRUPTION OF VISITOR ACTIVITIES: Flying activities may not unduly conflict with visitor use or experience in the park. The public shall be informed, at the Permittee's expense, of any unusual or long-term closure or delay expected due to the flying activity. The Permittee should avoid the operation of remote-controlled aircraft in high public use areas and on weekends and holidays. The Permittee understands that the Permit may be cancelled for those locations that are subject to intensive public use, or if the activity is scheduled during busy weekend and holiday dates.

SUSPENSION OF REMOTE-CONTROLLED AIRCRAFT AUTHORIZATION: State Parks reserves the right to suspend remote controlled aircraft authorization if, in the opinion of State Parks' representative, there appears to be abuse of or a likelihood of damage to any of the properties, road surfaces, or facilities of State Parks.

REQUIRED APPLICATION FEES

Event Application Fee - **\$45**

Filming/Still Photography Application Fee - **\$100**

Remote Controlled Aircraft Application Fee - **\$25** (flight only, no filming)

TOTAL Application Fee Enclosed: \$_____

Payment Methods:

Credit Card - Email application to Park email address (per the park contact list) and include call back information in the email. The park will call to obtain payment information over the phone.

Check - Mail application and check, made payable to Washington State Parks, to the specific park location per the park contact list.

Additional Fees - May be assessed by park staff. For a fee schedule, visit; <http://parks.state.wa.us/DocumentCenter/View/9598>

REQUIRED ATTACHMENTS

All Permits:

- Certificate of Insurance or Proof of Liability Coverage (*see terms and conditions*).
- Park map with location of activity noted. For Remote Controlled Aircraft, include launch and landing sites with flight path. Google Earth maps with notations may expedite environmental review for all types of permit requests.

Additional for Film / Photography:

- Script (if applicable)

Additional for Remote Controlled Aircraft:

- Proof of aircraft registration with FAA FAA Certificate of Waiver or Authorization (if applicable)
- Remote Pilot Airman Certification (if request is for Work/Business)

AGREEMENT / SIGNATURES

I, the undersigned, and the organization which I represent, will comply with the rules and procedures of the Washington State Parks and Recreation Commission for special activities and public use of state park areas and ocean beaches. By signing below, I hereby acknowledge understanding and acceptance of the terms and conditions of the Permit Application, including the additional conditions contained herein, and further agree to comply with State Park orders or instructions in administration of said requirements along with any additional terms or conditions provided in the issued Permit.

(The Application is not approved, and the activity may not proceed until the Regional Manager, or the Regional Manager's designee, or the Operations Manager approves the application and issues a signed Permit to the Permittee.)

Permittee Name (type or print name):	Title:
Signature:	Date:

FOR STATE PARK USE ONLY

ADDITIONAL CONDITIONS *(Additional pages may be attached)*

ADDITIONAL FEE WORKSHEET

Staff Fee	\$	Regulatory Compliance Review	\$
Day Use Activity Fee	\$	High Impact Fee	\$
Vendor Fee	\$	Other	\$

Other explanation:

Total Additional Fees Due: \$

ADMINISTRATIVE REVIEW

- Application fee paid \$ _____ (required before staff review) Additional fees paid \$ _____
- Certificate of Insurance (WSPRC Olympia HQ address) or Proof of Liability Coverage (WA Gov't Entities) received and attached
- Park map with location of activity noted attached
- Commercial Use Permit / Temporary Vendor Permit received and attached
- Script (if applicable)
- Proof of aircraft registration with FAA (Remote Controlled Aircraft)
- Remote Pilot Airman Certification (if request is for Work/Business)
- FAA Certificate of Waiver or Authorization for Remote Controlled Aircraft (if applicable)

STAFF REVIEW	
Area Manager <i>(review required)</i>	<div style="display: flex; justify-content: space-between;"> Signature: _____ Date: _____ </div> <div style="text-align: right; margin-top: 5px;"> <input type="checkbox"/> Recommend Approval <input type="checkbox"/> Recommended Denial </div>
Comments: _____	
Environmental Staff <i>(review required)</i>	<div style="display: flex; justify-content: space-between;"> Signature: _____ Date: _____ </div> <div style="text-align: right; margin-top: 5px;"> <input type="checkbox"/> Additional Conditions Apply, see attached </div>
Comments: _____	
Business Development Staff <i>(if required see instructions)</i>	<div style="display: flex; justify-content: space-between;"> Signature: _____ Date: _____ </div> <div style="text-align: right; margin-top: 5px;"> <input type="checkbox"/> Additional Conditions Apply, see attached </div>
Comments: _____	
FINAL APPROVAL (Event / Film / Photography – If RCA, must <u>also</u> have OM approval)	
Region Manager or Designee <i>(print name):</i> _____	<input type="checkbox"/> Permit Approval <input type="checkbox"/> Permit Denial
Signature: _____ Date: _____	
Comments: _____	
FINAL APPROVAL (Remote Controlled Aircraft)	
Operations Manager <i>(print name):</i> _____	<input type="checkbox"/> Permit Approval <input type="checkbox"/> Permit Denial
Signature: _____ Date: _____	
Comments: _____	