

# Conditions for Filming and Photography in Death Valley National Park

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 (Permit-tee/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 (Permit-tee) 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. The permittee agrees to carry general liability insurance 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. The policy shall be in the amount of \$1,000,000 and underwritten by a United States company naming the United States of America as additionally insured. The permittee

agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.

9. The permittee agrees to deposit with the park a bond in the amount of \$ ---N/A from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. 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.
11. 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
12. 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."
13. 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.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

## Specific Terms & Conditions for Filming in Death Valley National Park

1. Photography permit will be kept on site at all times and will be held by the permittee.
2. The permittee shall own all rights of every kind in and to all photographs and recordings made by it in the park and shall have the right to use such photographs and/or recordings in any manner it may desire without limitation or restriction of any kind.
3. Permit does not grant any rights regarding the filming, photography or recording of individuals on National Park Service property. In addition, rights owned by other individuals or institutions are not impacted or changed by this permit.
4. The permittee, in exercising the privileges granted by a permit, is required to comply with all applicable federal, state, county, and local laws, ordinances, regulations, codes, permit

requirements, and conditions as well as departmental guidelines and park regulations contained in Title 36 of the Code of Federal Regulations.

5. The permittee will be responsible for all individuals, groups, vendors, and contractors, etc. involved with the permit activities and for making sure crew follows all rules and regulations.
6. Alcohol will not be served nor provided.
7. The permittee and all personnel will abide by industry recognized Code of Conduct. (Association of Independent Commercial Producers code or Alliance of Motion Picture and Television Producers code).
8. The permittee is responsible for understanding the park mission and goals and for not portraying images contrasting with the mission. Any activities and future editing (computer morphing for example) of pictures taken in Death Valley National Park which would portray illegal or inappropriate activities in a National Park will not be permitted. For example, using computer generated images to show a vehicle driving off roadway in wilderness is not acceptable in a National Park and will not be permitted.
9. Leave No Trace principles will be distributed to entire cast and crew – tri-fold brochure is available at: <http://Int.org/sites/default/files/PrinciplesTrifold.pdf>.
10. On July 1, 1988, Death Valley National Park initiated collecting entrance fees. Anyone involved directly with the film shoot is not required to pay an entrance fee while in the Park filming. However, if anyone chooses to come early or stay after the shoot is finished in order to tour the park, those individuals will be required to pay appropriate entrance fees. Golden Eagle, Golden Age and Golden Access Passport holders are admitted free of charge.

#### 11. EQUIPMENT/PROPS/ACTIVITIES PERMITTED

This section of the permit conditions will be specifically related to the information provided on your application. Please be clear and complete on listing all equipment, props, and activities.

#### 12. EQUIPMENT/PROPS/ACTIVITIES NOT PERMITTED

- a. Traffic will not be stopped or impacted in any way by photography activity unless traffic control is in place.
- b. Film crew will not stand or shoot in the roadway at any time unless certified traffic control is in place.
- c. No additional equipment or props are permitted except as listed above. This prohibited list of props includes, but is not limited to generators.

- d. Commercial photography is not permitted in designated Wilderness. The permittee will check with permit coordinator to see where wilderness begins in the specific area photography is to occur. In general, Wilderness begins:
    - i. 300' from centerline of road along Highway 190. A valid CalTrans permit must also be attached to this permit for photography along Highway 190 inside the park boundaries.
    - ii. 200' from centerline of road along any paved park road.
    - iii. 50' from centerline of road along dirt park roads.
  - e. No nudity or scantily clad models in public areas.
  - f. No Fuller's Earth or other dirt, sand, dust, etc. may be brought into the park. Park ground cover may not be disturbed or used.
  - g. No surface disturbance of ground allowed, therefore, no digging, scraping, gathering of gravel, dirt, etc.
  - h. No wet-down on park roads.
  - i. No smoke, snow or fog machines.
  - j. No aircraft will be used in conjunction with photography activities allowed by this permit. Mylar or helium balloons will be prohibited. No release of doves, butterflies, or other living objects.
  - k. No unmanned/radio controlled aircraft or camera.
  - l. Public address systems and sound amplification equipment will not be allowed unless prior permission has been requested and approved under this permit. If approved, audio amplification may not interfere with other visitor activities.
  - m. No brandishing or discharging a firearm.
  - n. No high-speed/stunt driving. Obey all speed limits.
  - o. All photography activities involving use of fire, flame or combustible materials must be approved in advance and must be contained within a fire pan or approved propane device operated by licensed pyrotechnics technician. All ashes and charcoal must be removed and disposed of properly outside the park.
  - p. No additional equipment/props/activities other than listed in Section 5 above are authorized.
13. Credit will generally not be given to the Department of the Interior, the National Park Service, or Death Valley National Park.

14. Any photography along State Highway 190 requires a state filming permit, CalTrans permit, and CHP officers for traffic control. No filming will be allowed along Hwy 190 if not arranged in advance with CalTrans:

California Dept. of Transportation  
Attn: Permit Dept.  
500 South Main Street  
Bishop, CA 93514  
760-872-0674

15. Intermittent traffic control (ITC) must be provided by certified ITC staff. A park approved professionally developed traffic control plan must be on file with the Office of Special Park Uses prior to photography.
16. **MONITORING:** A member of the park staff will supervise (monitor) the photography done within the park boundaries. Photography may not occur unless assigned monitor is present. He/She will have the authority to make all supervisory decisions to assure compliance with the permit, applicable regulations, and National Park Service filming policy. NPS Monitor will be on-site during all photography, set-up, and break-down. A minimum of two monitors will be required if there will be photography in one location while setting up a scene in a different location, or where activity is spread out over area larger than one monitor can see alone. If only one monitor is available, then only one activity will be allowed at a time. Any special instructions received from the monitor in charge will be complied with.
- a. NPS monitor will provide briefing on first day of shoot which will include Leave no Trace principals, Death Valley National Park mission, and other applicable rules and regulations.
  - b. The photography project will be well planned and scheduled with the Office of Special Park Uses Film Permit Coordinator prior to monitor assignment. Last minute changes will not be accommodated. All itineraries for trips and locations for photography and other activities must be submitted and approved by the superintendent in advance.
  - c. No activity including arrival of vehicles and or personnel is permitted before or after designated hours listed on the permit. Extensions may only be made in writing by contacting the Office of Special Park Uses.
  - d. Pathways used to access the photography area will be designated by the NPS monitor in order to minimize impact.
  - e. The permittee's staff will communicate with visitors in a courteous, knowledgeable and professional manner and will follow guidelines provided by NPS monitor for interacting with park visitors.
  - f. No employee of the National Park Service may work for the permittee in any capacity whatsoever while in uniform or if directly involved in supervision of the permittee.

- g. NPS employees may not perform, or appear to perform official duties for purposes of filming unless such performance has been approved by the NPS.
  - h. No personal gratuity of any nature whatsoever will be offered to any employee of the Government in connection with the exercise of the privilege granted.
- 17. Any expenses incurred by NPS for monitoring, monitor transportation, or resource damage will be borne by the permittee.
- 18. Government equipment cannot be loaned, rented, or diverted from normal use for purposes of filming.
- 19. VISITOR EXPERIENCE: Photography activities will not unduly interfere or conflict with visitors' normal use and enjoyment of the park. Exclusive use of any park area is not permitted.
  - a. The permittee's staff will communicate with visitors in a courteous, knowledgeable and professional manner.
  - b. No photography equipment, props, staff, etc. may block visitor access to an area. The permittee agrees not to interfere with use of any area by park visitors and may not deny public access to NPS lands.
  - c. Visitors will be able to watch photography from an area designated by the NPS monitor.
  - d. Photography will not interfere with traffic (vehicle or foot traffic) for more than 5 minutes at a time. Any traffic control must be approved in advance.
  - e. If utilizing a parking lot, vehicles will use the farthest corner, will not block wayside exhibits, and will provide space for visitor vehicles.
- 20. RESOURCE PROTECTION: Utmost care will be taken by the permittee to see no natural, recreational, or cultural features are impaired. Collecting or disturbing any animal, plant, rock or any other natural, historical or archeological feature is prohibited. At the end of filming the area will be cleared and restored to its prior condition. The permittee will be held liable for any damage to park property arising out of this permit and will be charged for damages incurred as a result of, or incident to, the permit.
  - a. No off-road travel by vehicles allowed. Vehicles will park on shoulder of road and all vehicles will park on the same side of road. Vehicles access and parking may be further restricted following rain to prevent damage to wet areas.
  - b. No attachment of props or equipment to NPS facilities, structures, rocks or vegetation, hanging signs or banners except if written in permit.
  - c. Digging, scraping, or moving natural, historical or archeological features will be prohibited.

- d. Furnishings, artifacts, and other historic objects will not be touched or moved, except by park staff. If the need to move any object is anticipated, special arrangements must be made in advance and approved by cultural resources staff.
- e. Cutting of branches or moving/removing any vegetation is prohibited.
- f. Walking on soft areas following rains is prohibited to prevent lasting damage including footprints to wet areas.
- g. No activity shall be permitted that contributes to erosion or otherwise disturbs hillsides, rock piles, or other easily movable earthen feature. This includes running, walking, or other activity on fragile areas.
- h. Hunting, trapping, feeding, touching, teasing, frightening or intentional disturbing of wildlife is prohibited.
- i. Photographing or filming of resident wildlife will be permitted only when such wildlife will not be molested, harmed, or disturbed thereby.
- j. Viewing wildlife with artificial light is prohibited. This includes all light producing sources including infrared, flood, and black lights.
- k. Introducing wildlife, fish or plants, including their reproductive bodies, into a park area ecosystem is prohibited.
- l. Wildlife captured elsewhere will not be allowed in any filming whether trained or not.
- m. Non-native species may not be used as props.
- n. Domestic animals may be used if approved in advance.
  - i. American Humane Association guidelines for use and supervision of animals will be followed by the permittee.
  - ii. Health Certifications must accompany this permit.
  - iii. Certification of weed free feed diet is required.
- o. Pets will be kept on leash and under control at all times. Pets will be prohibited in wilderness areas and on any trail. Pets must not be left unattended in a vehicle or tied to an object.
- p. Amplified sound restrictions include time (10:00 p.m. to 6:00 a.m.) and noise limit of 60 decibels measured at 50 feet from the source of the sound. All sounds regardless of decibel level shall be minimized at other times to protect park soundscapes.
- q. Noises including music and explosions that exceed a noise level of 60 decibels measured on the A-weighted scale at 50 feet; or, if below that level, nevertheless; make noise which is

unreasonable considering the nature and purpose of the actor's conduct, location, time of day or night, purpose for which the area was established, and impact on park users is prohibited.

- r. Trash and debris will be removed daily by the permittee. Filming areas must be cleared of all hazards each day. Overnight area use must be approved in advance and must be secured and attended by the permittee's security personnel.
- s. Clean-up of spills or accidents must be in accordance with 40 CFR and all applicable state environmental quality laws regarding disposal and clean-up of hazardous/industrial wastes. NPS monitor must be notified immediately of any hazardous spill.
- t. Wet-down of the highway along Hwy 190 using a water tender will be contingent upon permittee having valid CalTrans permit in hand before filming. Wet-down of roadway will be done with a clean water supply. Trucks will be rinsed with chlorine bleach solution prior to entering the park and then filled with potable water from a municipal water supply to ensure that no foreign plant or animal is introduced into the park. Applicable utility fees will apply.
- u. Permittee will not publish nor make available to the public— photographs, film, images, or information concerning the nature and location of any archaeological resource, without first being reviewed by the Park Archeologist.
- v. Smoking is prohibited inside buildings, on boardwalks and in vegetated areas. The permittee will provide butt cans for smoking in designated areas only. All fire safety regulations will be complied with by the permittee.
- w. Quiet hours are from 10:00 p.m. to 6:00 a.m. and will be maintained and enforced.
- x. No removal or moving of park road signs & speed limit signs on park roads. No removal or moving wayside exhibits or natural features anywhere in park. Removal of speed limit signs during filming on Hwy 190 requires CalTrans permit specifically allowing it.
- y. Existing park features including signs and fences may not be camouflaged unless specifically permitted.
- z. Temporary prop signs or structures may not be installed. A prop sign may be employed for the filming activity, but it must be freestanding and must not direct or otherwise interfere with the flow of traffic on park roads. Digging holes for prop signs is prohibited.

## 21. ROAD & VEHICLE USE:

- a. All vehicles must remain on established roads. This includes motorcycles, bicycles and four-wheel-drive vehicles. Vehicles are not permitted to park off road but may park in pre-disturbed areas along roadways and in a manner that does not prevent the flow of traffic.
- b. Vehicles will be clean and free of mud and vegetation on the body and undercarriage before entering the park.

- c. All motorized vehicles and drivers must be properly licensed.
- d. Operating a motor vehicle in a manner that causes unreasonable damage to the surface of a park road or route is prohibited.
- e. Off-road vehicles are prohibited from operating on all park roads, paved or dirt. These types of vehicles include, but are not limited to, ATVs, dirt or motocross bikes, golf carts, Rhino or Polaris multiple passenger vehicles. Dual sport motorcycles are allowed on paved or dirt roads as long as the vehicle is registered and street legal according to California state laws.
- f. Vehicles with off-road registration "green stickers" may not be operated in the park.

## 22. SPEED LIMITS:

- a. The maximum speed on paved park roads is 35 mph unless otherwise posted.
- b. The maximum speed on dirt roads is 25 mph unless otherwise posted.
- c. The speed limit for the 50 yards approaching and leaving all entrance stations is 15 mph.