Commercial Filming and Photography Application

Requested by: _______________________________________________________
Print name of Principal: _______________________________________________
Signature: ___________________________________________________________
Date: __________________________________________________________________

The principal hereby requests permission to film, tape, or photograph (collectively “shoot”) on the premises of the Crystal Bridges Museum of American Art (the “Museum”) on the following understandings:

1. The signatory has full authority on behalf of the principal to make this request and the commitments reflected in it.

2. Permission will extend only to exterior locations on the Museum premises where artwork isn’t visible. Original artworks and sculptures on the grounds of Crystal Bridges are protected by copyright and may not be photographed for the purposes of reproduction, publication, or copying in any way without obtaining permission from the individual rights holder.

3. The principal requests permission to shoot in the following particular areas of the Museum’s premises (galleries are not available for commercial photography). Art objects appearing in images may be protected by copyright. It is the principals’ responsibility to obtain copyright or other permissions that may be required from an artist, agent, estate, or other third-party rights holder.

    Main Lobby [ ]
    Eleven [ ]
    South Lobby [ ]
    Great Hall [ ]
    Other (Please specify below) [ ]

4. The purpose of the shooting and the proposed treatment/script are attached or described below:

   (Attach supporting documentation as necessary.)

5. The permission, if granted, shall extend to the following date(s) for approximately _______ hours:
6. The principal expects to introduce _____ persons and the following equipment on to the Museum’s premises and will be solely responsible for the safety of such persons and equipment:

7. The principal agrees to provide the Museum with the names of the crew at least three days before the scheduled shooting.

8. The Museum reserves the right to refuse permission to shoot specific works and to refuse permission to shoot in particular areas of the Museum’s premises.

9. In the event that substantial additional cost or extraordinary inconvenience to the Museum results from this shooting, the principal agrees to reimburse the Museum its costs upon request therefore.

10. The principal agrees to pay any damage incurred to the buildings, grounds or collections while filming within 30 days of being invoiced for damage.

11. The principal will credit the Museum (or its Trustees or others) as the Museum may stipulate.

12. The principal will release no text or advertising/promotional material mentioning the Museum’s name without prior approval of wording, format, and context by the Museum.

13. The following rules will be observed and the principal will advise all personnel acting on his behalf of these rules before the day of shooting:

   A. All personnel acting on behalf of the principal will be accompanied and be under the supervision of one or more members of the Museum staff, who may halt proceedings at any time that he or she determines that the safety of works of art or other interest of the Museum may be in jeopardy. The Museum will provide necessary electricity and orient film crew to available and appropriate power outlets. Crew must provide their own extension cords and necessary power strips. Tripods, light stands, and other freestanding equipment must have rubber tips. Additional crew needs may be negotiated with the Museum.

   B. No photographers are to handle works of art, frames or pedestals or open or remove any casework covers.

   C. It may be necessary to limit the number of film crews and other photographers working in any Museum area at one time. The number will be determined by the Museum person in charge based on the amount of equipment present, i.e. tripods, lamp stands, and electrical cords and the number of Museum personnel available to supervise. When more than one film crew needs to be in a given area, it will be up to the Museum person in charge to determine when each crew will have access to the space and the facilities.

   D. No one will be allowed to continue to shoot in the Museum who does not adhere to the above rules.

14. The principal agrees to indemnify (and, if requested by the Museum, defend) the Museum and to hold it harmless from and against any claim, action, suit, proceeding or damage, including attorney fees and court costs, arising out of or based upon this permission, the presence of persons or equipment on Museum premises pursuant to this permission, and any approvals hereunder, or the product thereof.
Prior to commencing any services or production of any product at the Museum, the principal shall provide the Museum with evidence of non-cancelable insurance coverage of the following types and in the following amounts issued by an insurer acceptable to the Museum and licensed to do business in the state of Arkansas. The principal represents and warrants that such insurance shall be effective for the Lease Period:

(a) Employer’s liability $1,000,000
(b) Commercial general liability for bodily injury, personal injury and property damages claims (occurrence form) $1,000,000
(c) Commercial automobile liability for bodily injury and property damage claims arising out of owned, non-owned and hired vehicles $1,000,000

Crystal Bridges Museum of American Art must be named as an additional insured with right of subrogation waived. It is specifically understood that such insurance is primary for any loss suffered which is caused directly or indirectly by the principal.

No workers’ compensation insurance shall be obtained by Museum covering the principal. The principal shall comply with the workers’ compensation law concerning the principal. Furthermore, the principal must also produce a certificate of workers’ compensation coverage prior to commencing any services or production of any product at the Museum.

Please complete this form and return it to the Crystal Bridges Museum of American Art’s Special Events Department at least two weeks prior to desired shoot date.

| Internal Use Only: | __ Permission denied: |
| __ Completed App | __ Permission granted as requested: |
| __ SPEV/COMM Review | __ Permission granted with the following modifications: |
| __ Executive | |
| __ Filed | |

Crystal Bridges Museum of American Art by:

_________________________________________________

Museum official to initial here if public-space/public-hour activity permitted: ________________

Executive Director Signature: __________________________

Revised: July 16, 2013