

# GOVERNORS ISLAND

## Application for Motion Picture, Television, & Photography Permit

When approved, this application will constitute a permit to the applicant to conduct the photograph, film or television activities described herein, subject to the terms and conditions set forth herein (this "Permit"), on property owned by Governors Island Preservation and Education Corporation (GIPEC), a subsidiary of the New York State Urban Development Corporation d/b/a Empire State Development Corporation. This application must be TYPED. For additional questions, please contact GIPEC at (212)480-4850. Applicant must also submit Schedule A and Exhibit A. **Applicant expressly acknowledges that GIPEC does not own, and this Permit, if granted, does not provide any rights or permission with respect to any portion of the National Monument Property located on Governors Island. Inquiries regarding the National Monument Property should be addressed to: Mike Shaver, at (212) 514-8285 or mike\_shaver@nps.gov.**

1. Company: \_\_\_\_\_ Production Contact: \_\_\_\_\_

Street: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Cell: \_\_\_\_\_

2. Type of Photography:  Still  Feature Film  TV Movie  TV Segment  Commercial  Other

3. Dates: Prepping- From: \_\_\_\_\_ To: \_\_\_\_\_ Shooting- From: \_\_\_\_\_ To: \_\_\_\_\_

4. Specific location(s) on Governors Island (Include piers, buildings, open space and streets). Please circle areas on attached map (Exhibit A): \_\_\_\_\_  
\_\_\_\_\_

5. Animals, Firearms, Special Effects or Unusual Scenes. If yes, please explain in greater detail in Schedule A: \_\_\_\_\_

6. Number of persons involved in Cast: \_\_\_\_\_ Crew: \_\_\_\_\_ Other: \_\_\_\_\_ Total: \_\_\_\_\_

7. Automobiles: No. of Cars: \_\_\_\_\_ No. of Trucks: \_\_\_\_\_ No. of Trailers: \_\_\_\_\_

8. Specify type of equipment (cameras, props, lighting, set dressings, etc) and amount: \_\_\_\_\_  
\_\_\_\_\_

Attached hereto as Schedule A is a list of the equipment, machinery and other items of personal property that are permitted to be brought upon the Island by Permittee

9. Ferry Usage: Please check and date which ferries will be used on all filming days. See attached form.

10. Insurance Information (Permit Application must be submitted with original Certificate of Insurance):

Insurance Broker: \_\_\_\_\_ Phone: \_\_\_\_\_

Policy #: \_\_\_\_\_ Coverage Amount: \_\_\_\_\_ Date: \_\_\_\_\_

# Motion Picture, Television, & Photography Permit Terms and Conditions

1. This Permit is granted, subject to the rules and regulations of the Governors Island Preservation and Education Corporation ("GIPEC") and the special conditions enumerated in this Permit. The Permit is not assignable or transferable by Permittee and must be in possession of the Permittee at all times while on location and shall be shown to any GIPEC representative upon request. ("GIPEC representative" shall include GIPEC's facilities manager and its subcontractors.) GIPEC shall have the right to have a representative present during filming. Permittee shall be bound by and comply with all applicable laws and regulations, and any special instructions given by any GIPEC representative.
2. It is understood that the filming or photography will take place as described in Schedule A. This Permit grants permission solely for the above referenced activity and the Permittee shall conduct no other activities on the Island. Permittee will provide any additional information regarding the activities to be conducted pursuant to this permit upon request of any GIPEC representative. Any special effects must be explained to, and approved by, an on-site GIPEC representative before they are undertaken.
3. It is understood that no alterations are to be made to the exterior or interior of sites without the express written permission of GIPEC. Immediately upon the completion of the activities covered by this Permit, Permittee will clear all areas of all equipment, props and trash and return the site to its original condition. Cleanup shall be subject to GIPEC's satisfaction. The Permittee shall be responsible for any damages to GIPEC property or facilities resulting from the Permittee's activities under this Permit and shall provide cleanup and maintenance services necessary in GIPEC's judgment to maintain and restore the Licensed Premises to the condition prior to the Permittee's use. If additional clean-up services are deemed necessary by GIPEC, such services will be provided by GIPEC representatives and performed to GIPEC's satisfaction at a minimum cost to the Permittee of three hundred dollars (\$300) per day.
4. When photography and/or filming is taking place at or within historic sites and buildings, sound and lighting levels will be in accord with GIPEC standards and guidelines for the preservation of historic structures and landscapes established within the National Historic Landmark District Design Manual published in three volumes by the U.S. General Services Administration, a copy of which has been made available to Permittee.
5. **Prohibited Activity.** Permittee acknowledges that the Island has a history of use as a military installation and that subsurface unexploded ordnance may be present at any location on the Island. Therefore, all ground-disturbing activities are strictly prohibited and will constitute a violation of this Permit. Permittee hereby assumes all risks associated with any such activity.
6. It is understood that the Premises is located on an Island and is only reachable by ferry service and that GIPEC, pursuant to a sub-contract, generally provides regularly scheduled ferry service to the Island. The Permittee shall be permitted to use up to nine (9) round trip ferry runs each day during the Permit term from 6:45 AM to 5:00 PM. Permittee shall, upon payment of additional fees, have the opportunity to request ferry runs, in excess of nine roundtrip runs between the hours of 6:45AM and 5:00 PM and/or ferry runs between the hours of 5:00 PM to 6:45 AM, which may be granted in GIPEC's discretion. GIPEC, however, does not guarantee the availability of ferry service and assumes no liability whatsoever for any unavailability of ferry service during the term of this Permit or otherwise.
7. GIPEC shall not be responsible for providing any utility or service, including but not limited to gas, electricity, restrooms, etc, in excess of that which is already available and be provided without detriment to GIPEC's operations. Permittee expressly acknowledges that potable water on the Island is extremely limited and Permittee should provide all necessary supplies of potable water for the activities conducted hereunder.
8. Costs associated with this filming will be determined by GIPEC after reviewing this application. The amount of the payment will depend, in part on the nature and extent of the activities to be conducted but shall include, without limitation, costs associated with the following: ferry service, security, clean up, waste disposal and utilities. A check made payable to the Empire State Development Corporation must be received in the GIPEC office at least one week prior to filming.
9. It is understood that this Permit is not transferable and is subject to immediate cancellation or termination at anytime without prior notice by a GIPEC representative who, in his/her sole discretion, determines that a violation of this Permit has occurred. Any misrepresentation by Permittee regarding the activities being or to be conducted pursuant to this Permit shall constitute a violation. GIPEC shall also have the right to terminate this Permit, with or without cause, at any time in its sole discretion upon notice to Permittee. Basis for termination without cause may include, but is not limited to, weather conditions, ferry and crew availability, security, temporary closures pending adoption of the Master Plan, temporary closures for redevelopment, reconstruction, repair, maintenance and restoration of public open space, areas and facilities. GIPEC shall bear no responsibility whatsoever for any termination of this Permit.
10. Permittee hereby assumes all risks associated with the activities to be conducted pursuant to this Permit, the condition of the Island and travel to and from the Island and agrees to indemnify, defend and save harmless, the New York State Urban Development Corporation, doing business as the Empire State Development Corporation, New York City Economic Development Corporation, the State of New York, the City of New York and Turner Construction Company (or successor facilities manager for GIPEC) and all of their directors, officers, representatives, agents, employees and subcontractors (collectively, the "Indemnitees") from all damages, costs, liability and suits of any nature whatsoever arising from the operation of this Permit or any breach of this Permit by Permittee, or as a result of the consequences of any act, omission, neglect or misconduct on the part of anyone associated with the Permittee on this project.
11. **Insurance requirements.** Permittee shall maintain, during the term of this Permit, insurance policies of the type and in the minimum amounts listed below. GIPEC may in its discretion require insurance of different types or in different amounts that listed below, depending on the nature and extent of the activities to be conducted pursuant to this Permit. a) Project Specific Commercial General Liability insurance, covering claims for injury to property or persons, including death, with a total limit of at least Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate; b) Workers Compensation Insurance at statutory limits and Employers Liability Insurance with a limit of liability of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence; and c) A Waiver of the Insurer's Right of Subrogation against GIPEC shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty, or, if such waiver is unobtainable an express agreement that such policy shall not be invalidated if Contractor waives or has waived before the casualty, the right of recovery against GIPEC or any other form of permission for the release of GIPEC d) Automobile Liability and Property Damage Insurance in an amount not less than \$1,000,000 combined single limit for both Bodily Injury and Property Damage. All policies of insurance shall name each of the Indemnitees as Additional Insureds. General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 26 11 85. Permittee will provide proof of insurance satisfactory to GIPEC prior to commencing any activities pursuant to this Permit.
12. An appropriate acknowledgement will be given to Governors Island and the Governors Island Preservation and Education Corporation. This acknowledgement is subject to GIPEC approval.

I hereby apply for a Motion Picture, Television and Photography Permit to film or photograph as indicated above. I have read all the terms and conditions contained within the application and Permit and

agree to be bound by them. I understand that this Permit may be revoked if any of its terms and conditions are violated.

Date: \_\_\_\_\_ Signature of Representative: \_\_\_\_\_ Title: \_\_\_\_\_

**INTERNAL USE ONLY**

**APPROVED BY:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SCHEDULE A- MOTION PICTURE, TELEVISION & PHOTOGRAPHY PERMIT**

Name of Feature \_\_\_\_\_ Location Manager \_\_\_\_\_ Permit No \_\_\_\_\_  
Cell Phone No. \_\_\_\_\_

<b>LOCATION</b>	<b>DATE</b>	<b>TIME</b>	<b>DESCRIBE SCENE IN DETAIL</b>
1.			
2.			
3.			
4.			
5.			
6.			