

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
Shenandoah National Park
Special Use Permit

NAME	Chan Clagget
ORGANIZATION	Matter, Inc.
ADDRESS	8121 Lilly Stone Drive; Bethesda, MD 20817
TELEPHONE NUMBER	202-215-9700
EMAIL ADDRESS	chanclagget@mac.com

Park Alpha Code: SHEN
Type of Use: Commercial Filming
Permit #: 4840-5500-006-16

is hereby authorized to use the following described land or facilities in the above named area:

Various overlooks along, and sections of, Skyline Drive – see attached shoot list for detailed maps of locations. Rose River fire road between Skyline Drive and the bridge at the base of Dark Hollow Falls. The area immediately around the bridge at the bottom of Dark Hollow Falls. Rapidan Road between Skyline Drive and the tree line of Big Meadows and various areas of Big Meadows – see attached map for details.

The area must be restored to its original condition at the end of the permit.

The permit is valid at 6:30 a.m. on October 20, 2015 and permit expires at 7:30 p.m. on October 22, 2015.


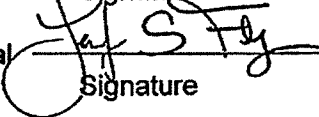
SUMMARY OF PERMITTED ACTIVITY: This permit allows filming at various approved locations along and on Skyline Drive as well as approved areas in back country locations. The use of an unmanned aircraft is approved for use for filming as outlined in the conditions of this permit. Car to car filming is permitted in approved locations along Skyline Drive. A cast and crew of no more than 15 persons and five vehicles, including one RV will be allowed on set. Equipment will include handheld cameras, vehicle mounted cameras, picture vehicle, camera vehicle, passenger vehicles, camera slider, monitors, reflectors, lights, small portable generator, stands, sandbags, coolers and gear for a camp set up. As outlined in Shenandoah National Park filming policy, short term closures of traffic on Skyline Drive will be allowed and will be coordinated by park staff. See park specific conditions for details outlining short term closures of Skyline Drive, trails and detours of traffic. A camp site will be set up in an approved location and used as a set to film talent.

Authorizing legislation or other authority: 54 U.S.C. 100101, 54 U.S.C. 100751(a), 54 U.S.C. 103104, Policy Memorandum 14-05, Unmanned Aircraft – Interim Policy

NEPA Compliance: CATEGORICALLY EXCLUDED X EA/FONSI EIS PEPC # OTHER
 APPLICATION FEE: Required X Not Required Amount \$ 200.00
 PERFORMANCE BOND: Required Not Required X Amount \$
 LIABILITY INSURANCE: Required X Not Required Amount \$ 1,000,000.00
 COST RECOVERY: Required X Not Required Amount \$ Will include in Bill of Collection

FACILITY USE FEE: Required ___ Not Required X Amount \$ _____
 LOCATION FEE: Required X Not Required ___ Amount \$ Will include in Bill of Collection

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE		President	10/20/15
	Signature	Title	Date
Authorizing NPS Official		Deputy Superintendent for Superintendent	10/20/15
	Signature	Title	Date
Authorizing NPS Official (additional if required)	_____ Signature	_____ Title	_____ Date

CONDITIONS OF THIS PERMIT

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 (Permittee/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 (Permittee) 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. 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 \$1,000,000.00 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. 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.

Additional park specific conditions

1. The Superintendent's Office will assign a park representative for the entirety of the permitted activities. Any deviation from this approved permit must be approved by the park representative and the park representative will have the authority to revoke the permit, change conditions as necessary or interrupt permitted activities as needed.
2. The permittee shall ensure that all papers, trash, and other materials are removed from each activity site upon completion of the activity.
3. The Permittee shall not alter or damage, nor allow others within the party to alter or damage any park vegetation; wildlife; other natural feature, resource or process; cultural or historic object, structure, feature or resource; or any park facility.
4. No backdrops, sets, lights, props or any mechanized equipment (other than cameras) are permitted to be used in any designated Wilderness area. The approved drone may not operate within designated Wilderness areas.
5. Permittee does not, with the exception of approved, temporary closures, have exclusive use of areas listed on page one of this permit. No visitor may be excluded from the area except as part of temporary closures that are enacted by Shenandoah National Park staff. Temporary closures of approved sections of Skyline Drive (see shot list for locations) may be of no longer than ten minutes in duration (except the Skyland Resort area – see notes below). Temporary closures of approved overlooks (see shot list for locations) may be of no longer than 30 minutes in duration. The area of Skyline Drive between the north and south entrances of Skyland Resort may be closed and traffic detoured for no longer than three hours. Some locations will require temporary closures of park trails. Upon request from the park representative the permittee will provide extra staff to assist park staff with any temporary closures. Areas of temporary closures will be executed by, and at the discretion of, law enforcement rangers. Any instructions received by law enforcement rangers to reopen closed areas will be followed as quickly as is safely possible. Closure time limits will be strictly enforced and it is expected that the permittee will pay close attention to these limits and conduct the shoots accordingly.
6. Permittee will ensure that all vehicles involved in filming will travel at no more than the posted speed limit. Vehicles must be parked legally at all times and will not be allowed on any other roads not normally open to the general public except those approved in this permit. While on the two approved administrative roads (Rapidan Road and Rose River Falls fire road) permittee's vehicles must be escorted by park staff. Cast and crew will consolidate riders as much as possible in order to minimize the number of vehicles traveling through the park.
7. The permittee must submit an exemption document from the Federal Aviation Administration (FAA) showing permission for the drone operator to use a drone for commercial filming. All requirements of the exemption must be met by the operator and directions from the production company may not contrast any conditions of the exemption.
8. Prior to the drone taking off, filming crew will check with the assigned park representative to ensure that the set has been closed and that it is safe to fly the drone. Approved flight paths must be followed and may only be deviated from after approval from the park representative.
9. In the case that Shenandoah National Park must call in emergency air support for any reason, all drone activity must immediately cease.

10. The drone may not fly directly overhead of wildlife or operate within a distance of wildlife that would disturb its natural habitat.

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Initial here to confirm that all conditions have been reviewed and understood.