

SPECIAL USE PERMIT AGREEMENT

This Permit Agreement is entered into on the 12th day of October, 201_, by and between the Arkansas Department of Parks and Tourism, State Parks Division, hereinafter designated as the Division, as owner, and *Your Name, Your Company* (including their officers, agents, employees, and assigns), hereinafter designated as Permittee. For \$500 day, \$250 per half day, and other good and valuable considerations, the Division hereby grants to the Permittee a permit to use the following described lands and appurtenances located in Pulaski County, Arkansas, to wit:

Pinnacle Mountain State Park, 11901 Pinnacle Valley Road, Little Rock, AR 72223, hereinafter known as the Permit Areas and subject to the following terms and conditions:

1. The Permittee is authorized to enter, use, and, by means of film, tape, or any other method, to photograph the property, including the interiors and exteriors of all buildings, improvements, and structures thereon and contents thereof, located at Pinnacle Mountain State Park in connection with the production of an educational video, which permission includes the right to bring and utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets; and the unlimited right to exhibit any and all scenes photographed or recorded at and of the property throughout the world and in all media, now known or unknown. The undersigned hereby waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with this Permit. The permission herein granted shall include the right to re-enter the property upon approval of the Director of State Parks for the purpose of making added scenes and retakes, at the rate set forth above.
2. Other park facilities (example: picnic pavilion, etc.) may be rented at the established rates and fees. (Contact the Park Superintendent for reservations and availability).
3. Payment shall be made in advance of filming, made out to "Pinnacle Mountain State Park", c/o Ron Salley, Superintendent, Pinnacle Mountain State Park, 11901 Pinnacle Valley Road, Little Rock, AR 72223, phone # (501) 868-5806.
4. All rights are herein reserved to the Division, its officers, agents, employees, and assigns for access to said Permit Area for any purpose and the same shall remain open for public use at the discretion of the Division provided such use does not interfere with the rights and privileges hereby authorized.
5. No structures or improvements of any kind shall be constructed upon the Permit Area nor the terrain altered in any manner by the Permittee without prior written consent of the Director of State Parks or the Manager of Park Operations. Prior to any work

being performed in the Permit Area such work shall be coordinated with the Park Superintendent or his designated representative. No physical damage to trees, brush or other vegetation on State land and waters is allowed.

6. This Permit is granted without warranty of title, either expressed or implied. The Permittee has the right to use the Permit Area for the purpose set forth above and shall not have any other right not expressed herein and shall not have the right to grant others any rights, directly or indirectly, not expressed herein without the prior written consent of the Director of State Parks.
7. It is understood that this instrument is not to be construed as a lease or to create any other enduring rights whatever. Any and all expenditures or other reliance on or expectation of continuity shall be entirely at the risk of the Permittee and shall not give rise to any rights, remedies or relief, the result of which would give the Permittee any rights to have this Permit continued beyond the period provided herein.
8. All disturbed areas within the Permit Area shall be restored to their original condition, and in such manner as to prevent erosion of the land. The Permittee shall restore any disturbed areas by seeding, sodding and other measures as deemed appropriate by the Park Superintendent.
9. The Permittee agrees to repair any and all damage to park property including any buildings inadvertently damaged during filming. Any repairs to park property are subject to approval by the Park Superintendent or his designated representative and a written release by the park will be needed to release the Permittee from its responsibilities and liabilities. All repairs and/or restoration of buildings and lands shall be made and approved in writing by the Park Superintendent within 30 days from completion of filming.
10. This Permit shall not in any way authorize any development or activity which is objectionable to the Division, or which is in conflict with any City, County, State or Federal Law. It shall be the Permittee's obligation to obtain, collect, and/or pay all necessary or required permits, taxes and/or fees necessary to implement or to fulfill the purpose of this agreement from all organizations, public or private, who may have an interest or jurisdiction in these matters. It shall also be the Permittee's responsibility to collect and/or pay all required taxes and fees necessary to fulfill the purpose of this agreement.
11. The Permittee hereby assumes responsibility for all damages and injuries to persons and property which may result by reason of construction, operation, maintenance, repair and replacement of the permitted use and agrees and covenants to hold said Division harmless from any such claim or claims. Further, Permittee agrees to indemnify the Division from any and all liability, loss or damage the Division may suffer as a result of claims, demands, costs or judgments arising out of Permittee's operations hereinafter. Such indemnification shall include the reimbursement to the Division for any attorney fees incurred by the Division in connection with the defense

of any action covered by this indemnification. Further, Permittee agrees to hold the Division, its agents, successors or assigns free from any claim for damages to the Permittee's Permit use purpose resulting from the Division's normal business operations.

12. Permittee agrees to insure any and all personnel directly connected with work in the Permit Area, including Division personnel, against accident and/or injury in the amount not less than Two Million Dollars (\$2,000,000.00) as indicated by a Certificate of Insurance. The Permittee shall provide a certificate to the Director of State Parks listing the Division in the policy, prior to filming.
13. Permittee, at its own expense, shall make arrangement for adequate supervision of the operation, to include traffic control personnel where necessary.
14. Except as otherwise herein provided, filming at Pinnacle Mountain State Park shall take place 8:00 a.m. until 1:00 p.m. on October 15, 2015. Any extensions due to inclement weather or other conditions will require the written approval of the Park Superintendent.
15. This agreement may be terminated by the Division or the Permittee, subject to written notice.

A written Notice of Complaint or Intent to Terminate shall be sent to the Applicable Party(s) below:

Permitter

Director
Arkansas State Parks
One Capitol Mall
Little Rock, AR 72201
Phone: (501) 682-7743
FAX: (501) 682-1364

Permittee

Your Name
Your Company
Address
Address
Little Rock, AR 72204-1000
Phone: (501) 569-5312

16. All explosives or such potentially damaging special effects are prohibited.
17. This Permit shall not be amended, modified, or altered in any way except in writing executed by the Director of State Parks and any oral notice, consent or any other event required to be in writing herein shall not be valid unless confirmed in writing.
18. No waiver by State Parks or failure by it to require strict and punctual performance by the Permittee of any of the terms, conditions, provisions or obligations of this Permit, or any forbearance, indulgence or sufferance granted to or shown Permittee, or any practice involving any such waiver, forbearance, sufferance or indulgence, shall constitute a waiver by State Parks of the right at any subsequent time to strict, full and punctual performance of Permittee's obligations hereunder.

19. Permittee shall maintain friendly relations with all park personnel and cooperate fully with the Park Superintendent, who is the state representative on duty in the park.

PERMITTEE(S):

YOUR NAME, TITLE

PERMITTER:

DEPARTMENT OF PARKS & TOURISM
STATE PARKS DIVISION

By _____
Name, Title
Company

By _____
Grady Spann, Director
Arkansas State Parks

Date: _____

Date: _____

Attest: _____

Attest: _____