

Application to Photograph in a Nature Reserve / National Park pursuant to the Photography Permits Procedure

Date of Submission of Application: ___/___/2018

Prior to submitting the application, it is necessary to approach the Spokesperson's Department at the Nature and Parks Authority, in order to receive guidelines for completing the application.

Please approach the following e-mail: danielat@npa.org.il

The form must be submitted at least 10 business days before the date of the photo shoot.

Name:	I.D./Company Registration No.:	Position:
Company's Name and Address:		
Land and/or Mobile Telephone:	E-mail Address:	
Number of Participants:		
Subject and Purpose of Photo Shoot:		

Date of Photo Shoot	Hours of Photo Shoot	Name of Reserve / Park	Name of Approving Supervisor / Manager

Guidelines (This section shall be completed by the Spokesperson's Department):

Spokesperson The applicant undertakes as follows:

1. Payment of site entrance fees for the team members in accordance with the regulations.
2. If and to the extent payment for costs of supervision beyond the hours of operation is required, the payment shall be NIS 200 per hour for each team member on behalf of the site. The payment for supervision of photography activity of an excessive scope shall be coordinated in advance with the Israel Nature and Parks Authority (hereinafter: the "**Authority**") in accordance with the nature and the scope of the activity. At the Masada National Park, the supervision costs are different and must be specifically coordinated with the site.
3. The applicant undertakes to preserve the cleanliness and integrity of the site and declares that it will bear responsibility for any damage that shall be caused to the site, either intentionally or unintentionally, by anyone involved in the photography production. The applicant undertakes to preserve nature and comply with the instructions of the supervisors and the Authority employees on the site grounds.
4. The applicant represents that it possesses all of the licenses, approvals and permits required by law, including a safety advisor's approval, if and to the extent required, and compliance with the environmental protection laws. It is emphasized that the granting of this permit by the Authority is not instead of obtaining any such license and/or permit and/or approval pursuant to any law.
5. It is absolutely prohibited to use a drone for the purpose of taking photographs, unless the photography was coordinated in advance and written approval from the director of the site was received, and subject to the fact that the location be clear of any person and that the operator has a valid aviation license, and provided that the Authority shall, by 10 days before the photo shoot, be furnished with an insurance confirmation that includes coverage for aerial activity, as specified in the Insurance Approval Form that is attached as an annex to this agreement. Subject to receipt of an approval from the park's director and the fulfillment of the said conditions, the operator undertakes to act in accordance with any law, including the "Vehicles Regulations – Aviation (Gliders) Regulations, 5773-2013".
6. **Liability**
 - a. The applicant undertakes to be liable for any loss or damage which shall be caused to the Authority and/or its employees and/or those on its behalf and/or the company and/or its employees and/or those acting on behalf of the company and/or the Authority and/or visitors at the site and/or towards any third party whatsoever, due to any act or use or omission of the applicant and/or its employees and/or anyone acting on its behalf and/or in connection with the activity.
 - b. The applicant shall reimburse and indemnify the Authority and/or anyone on its behalf for any such loss or damage for the entire amount of the compensation and/or damage and for the entire amount of the expenses which the Authority shall incur as a result of any damage or loss, immediately following receipt of the Authority's notice regarding the occurrence of the damage.
 - c. The applicant undertakes to indemnify the Authority for any amount that the Authority shall be required to pay and which derives from our liability, including legal expenses, including lawyers' fees and payments resulting from proceedings before any entity.
 - d. Without derogating from the aforesaid, the applicant exempts the Authority, its employees and those on behalf of the Authority, from liability for any loss or damage to any property or equipment whatsoever which is brought by the company or anyone on the company's behalf into the Authority's premises or to any other site for the purpose of the activity or to any property or other equipment that is used by the company for the purpose of the activity (including, without limitation, photography equipment, the photography film or any other media used for the photography production, vehicles, etc.), and neither the applicant nor anyone on its behalf shall have any allegation, demand or claim towards the aforementioned for such loss and/or damage. Such exemption shall not apply towards anyone who caused damage intentionally.
 - e. The applicant shall indemnify the Authority and/or anyone on its behalf for any allegation or demand against the Authority contrary to that stated in section d above.
7. **Insurance**
 - a. Without derogating from the company's liability under this document or under any law, the applicant must take out and maintain, at its expense, throughout the entire duration of the activity, the insurances specified in the Insurance Approval attached as **Annex A**, which constitutes an integral part hereof (hereinafter: the "**Company's Insurances**" and the "**Insurance Approval**", as applicable), with a reputable insurance company that is duly licensed and in Israel.
 - b. It is agreed that the applicant is permitted not to take out the property insurance specified in the Insurance Approval, in whole or in part, however the exemption specified above shall apply as though the insurance therefor had been taken out in its entirety.
 - c. Without the need for any demand on the part of the Authority, the applicant must furnish the Authority with the Insurance Approval, signed by its insurers, by 10 business days prior to the commencement of the activity and as a prerequisite and condition precedent to conducting the activity. Additionally, immediately upon the completion of the insurance period, the applicant must furnish the Authority with an updated "Insurance Approval" for the renewal of the applicant's insurances, for an additional insurance period, and each and every insurance period, for as long as this agreement is in effect.
 - d. Any property insurance which the applicant shall take out shall include a clause regarding the insurers' waiver of the right of subrogation towards the Authority and those on its behalf, such waiver of the right of subrogation shall not apply for the benefit of a person who caused damage intentionally.

Declaration

I, the undersigned, undertake to comply with that stated in this permit application.

In witness whereof, I have affixed my signature: Name _____ Position _____

Date _____ Signature and Stamp _____

The completed and signed form must be sent to this e-mail address: danielat@npa.org.il

Annex A1 – Insurance Approval			Date: _____		
The insurances specified in this approval are subject to the terms of the original policies and their qualifications, to the extent not modified in this approval, and provided that such modifications do not derogate from the terms of the original policies.					
The Recipient of the Approval	Its Status	The Insured Party / The Policy Owner	Its Status		
Name: The Israel Nature and National Parks Authority and/or the Parent Company and/or Subsidiaries and/or Affiliates Address: 3 Am Ve'Olam, Jerusalem	<input type="checkbox"/> Lessor <input type="checkbox"/> Management Company <input type="checkbox"/> Land Owner <input type="checkbox"/> Lessee <input type="checkbox"/> Party Ordering Services / Works <input type="checkbox"/> Party Ordering Products <input type="checkbox"/> Other: _____	Name: _____ Address: _____	<input type="checkbox"/> Lessee <input type="checkbox"/> Lessor <input type="checkbox"/> Management Company <input type="checkbox"/> Products Supplier <input type="checkbox"/> Service Provider <input type="checkbox"/> Contractor <input type="checkbox"/> Other: _____		
Description of the activity / services / works / products which are the subject of the Insurance Approval					
Photography Shoot at _____ On the following dates _____					
With respect to <input type="checkbox"/> Agreement <input type="checkbox"/> Tender <input type="checkbox"/> Work Order no. _____ dated: _____					
Additional specification: The insurance shall not include any exception regarding aerial photography					
The Coverages					
No.	Type	Policy Number	Limits of Liability / Insurance Amount <input checked="" type="checkbox"/> NIS <input type="checkbox"/> \$	Insurance Period	Special Clauses for the Benefit of the Recipient of the Approval
1.	Property <input type="checkbox"/> Property <input type="checkbox"/> Consequential L. ¹				<input type="checkbox"/> Additional Insured Party <input type="checkbox"/> Beneficiary for Insurance Payments <input type="checkbox"/> Pledge Clause <input checked="" type="checkbox"/> Waiver of Subrogation
2.	Third Party		NIS 4,000,000 per case and aggregately for insurance period		<input type="checkbox"/> Additional Insured Party <input checked="" type="checkbox"/> Indemnification Extension <input checked="" type="checkbox"/> Cross Liability
3.	Employers		NIS 20,000,000 per employee, per case of per period		<input type="checkbox"/> Additional Insured Party <input checked="" type="checkbox"/> Indemnification Extension <input type="checkbox"/> Cross Liability
4.	Cancellation of Professional Liability Exception regarding Personal Injury		NIS 4,000,000 per case and aggregately for insurance period		<input type="checkbox"/> Additional Insured Party <input checked="" type="checkbox"/> Indemnification Extension <input type="checkbox"/> Cross Liability
5.	Professional Liability			Retro D. ² :	<input type="checkbox"/> Additional Insured Party <input checked="" type="checkbox"/> Indemnification Extension <input type="checkbox"/> Cross Liability
6.	Other – Click Here				<input type="checkbox"/> Additional Insured Party <input type="checkbox"/> Beneficiary for Insurance Payments <input type="checkbox"/> Indemnification Extension <input type="checkbox"/> Cross Liability <input type="checkbox"/> Waiver of Subrogation
<ul style="list-style-type: none"> The policy shall not be cancelled and shall not be adversely changed prior to sending a <u>30 day</u> prior written and registered mail notice to the recipient of the approval. With respect to the activity which is the subject of this approval, the policy is first and precedes any other policy of the approval's recipient and its insurers and <u>no double insurance / participation clause shall apply.</u> 					
The Signing of the Approval:			The Insurer		

¹ Translator's note: The letter "L." represents what appears in the Hebrew form as the letter "Aleph" which is assumed, in this context, to be the first initial of the Hebrew word which means "loss".

² Translator's note: The letter "D." represents what appears in the Hebrew form as the letter "Tav" which is assumed, in this context, to be the first initial of the Hebrew word which means "date".