

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

Date of Submission of Application: ___/___/2020

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.

Employers' Liability - It is agreed that insofar as employees are not employed by the company, it will be possible to delete the "Employer's Liability" insurance clause from the insurance certificate.

Professional liability insurance - It is agreed that insofar as the policy is not compiled by the company, the company must cancel a professional liability exception regarding to personal injury in the third party liability insurance.

Policy Forms - The Company must ensure that the "Gross Negligence" exception is canceled in all of the Company's insurance (this does not derogate from the insurers' rights under the law).
 - 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

CONFIRMATION REGARDING EXISTENCE OF INSURANCE	Confirmation issue date (DD/MM/YYYY)
This Insurance confirmation corroborates the fact that the insured possesses valid insurance policy based on the information specified in it. The information provided in this confirmation does not include all policy conditions and exclusions, however in case of contradiction between the terms specified herein and the terms specified in the insurance policy the terms of the insurance policy will prevail except in case any of the conditions herein benefits the party that requested this confirmation.	

ANNEX X'1 – Certificate Of Insurance

Entity requesting the conformation	The insured	Transaction type*	Status of the entity requesting the confirmation*
Name: The Israel Nature and National Parks Authority	Name	<input type="checkbox"/> Real estate <input type="checkbox"/> Services <input type="checkbox"/> Product provision <input checked="" type="checkbox"/> Other: Photography Shoot at _____	<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee <input type="checkbox"/> Franchisee <input type="checkbox"/> Sub - contractor <input type="checkbox"/> Service customer <input type="checkbox"/> Product customer <input checked="" type="checkbox"/> Other: <u>landowner</u>
ID/PCN	ID/PCN		
Address: 3 Am Ve'Olamo, Jerusalem	Address		

Cover

Insurance type Distribution by limits of liability or sum insured	Policy number	Policy version and edition	Origination date	Expiration date	Limits of liability / sum insured		Additional valid cover and cancelled exclusions Note cover code based on Addendum D
					Sum	Currency	
Property							309 328
Third Party					4,000,000 NIS		302 304 315 328
Employer's liability					20,000,000 NIS		304 328
Product liability							
Professional liability					500,000 NIS		304 326 328 332
Other							328

Description of services (subject to services specified in agreement between the insured and the party requesting confirmation. Note service code from the schedule in Addendum C)*

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Policy cancelation/amendment*

Detrimental change in accordance with a request by the party requesting confirmation or cancelation of the insurance policy. Will not become valid until ___ days after sending notice regarding said amendment or cancelation to the party requesting confirmation

Signatures

Insured

* With confirmation by the General Insurance these fields may be marked as invalid