

## CONDITIONS OF THIS PERMIT

1. The Permittee shall exercise this privilege subject to the supervision of the Superintendent, and shall comply with all applicable laws and regulations of the area.
2. Damages - The Permittee shall pay the United States for any damage resulting from this use which would not reasonably be inherent in the use which the Permittee is authorized to make of the land described in this permit.
3. Benefit - Neither Members of, nor Delegates to Congress, or Resident Commissioners shall be admitted to any share or part of this permit or derive, either directly or indirectly, any pecuniary benefits to arise there from: Provided, however, that nothing herein contained shall be construed to extend to any incorporated company, if the permit be for the benefit of such corporation.
4. Assignment - This permit may not be transferred or assigned without the consent of the Superintendent, in writing.
5. Revocation - This permit may be terminated upon breach of any of the conditions herein or at the discretion of the Superintendent.
6. The Permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation [Re: 36 CFR 2.32(a)(4)].
7. Permittee will comply with applicable public health and sanitation standards and codes.
8. The Permittee and all participants authorized herein must comply with all of the conditions of this permit and with all directions of Park Rangers and Park Police.
9. Any accidents/damage, either personal or property, and/or hazard situations (i.e. spills), shall be reported immediately to the 24 hour Park Communications Center at (866) 677-6677.
10. This permit is applicable only for the use of the area(s) and terms designated above, or in any area designated by Park Police or Park Rangers.
11. A copy of this permit must be on site during all permitted activities in the park.
12. All walkways, roadways, and avenues of ingress/egress must remain unobstructed at all times by people, equipment, and vehicles so as not to hamper in any way the normal travel and use of the park by visitors.
13. The park must remain open at all times to visitors.
  - a. Pedestrian traffic may be delayed for periods not to exceed 5 minutes. The Permittee shall provide personnel to stop pedestrian traffic and explain the delay to visitors. After a 5 minute delay, pedestrian traffic shall be allowed to resume until any congestion is cleared.
14. The National Park Service cannot authorize the closing of a park area to the public or permit the hampering of normal travel and use by the public. Restriction of public access may only be entertained for the security and protection of dignitaries and special guests.
15. As authorized by 16 USC § 3a, the National Park Service will recover any direct and/or indirect costs associated with the activity from the Permittee. This may include but is not limited to personnel services, resources damages or restoration, or clean up. If necessary, a Bill for Collection will be issued after the event.

16. **INDEMNIFICATION.** 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, or death to any person or property of the Permittee, 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.
  - a. The Permittee shall purchase a minimum of the types and amounts of insurance coverage as stated herein and agrees to comply with any revised insurance limits the Superintendent may require during the period of this permit. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverage and amounts if such prove to be inadequate.
17. **PUBLIC LIABILITY.** The Permittee shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the Permittee in carrying out the activities and operations authorized hereunder. Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than \$1,000,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, an umbrella or excess liability policy, in addition to a comprehensive general liability policy, may be used to achieve the required limits.
  - a. All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.
18. Motorized vehicles are restricted to roads and areas normally open to the public. Motorized vehicles are prohibited from the towpath and all other paths, walkways, etc. (See special exception condition #36)
19. All lines and cables must be laid in such a way as to not cause a trip hazard.
20. The area shall be left in substantially the same condition as it was prior to the activity authorized herein, and all trash, equipment, and personnel associated with the event shall be removed from the park no later than sundown on 02/26/2006.
21. The Permittee must, at all times, conduct activities so as to insure the safety of the park visitors and the protection of the Park's resources.
22. The National Park Service reserves the right to immediately revoke this permit at any time should it reasonably appear that the activity presents a clear and present danger to the public safety, good order or health, that the activity is determined to be contrary to the mission of the National Park Service, or if any conditions of this permit are violated.
23. Permission granted by this permit does not constitute a release by the National Park Service of any rights, title, or interest in the C&O Canal National Historical Park.
24. The Permittee will be held responsible for any damages to government property occurring as a result of the group's activities.
25. The exchange and/or collection of money on National Park Service property is prohibited.
26. Contact the Special Park Use Coordinator, C&O Canal NHP at (301) 745-5817 to finalize logistics.
27. Absolutely no access will be granted on the "vegetated scour bar" that was identified by park staff

during the onsite visit with production staff.

28. The clearing, cutting, or removal of vegetation in anyway, is strictly prohibited.



29. Access to the shoreline shooting site will be limited to the two (2) social trails identified by park staff during the onsite visit with production staff.
30. The circular gravel turnaround will serve as the approved event staging area.
31. Aid, food, and dressing tents will be permitted only in the location approved by park staff during the onsite visit. This area is located directly beside the staging area. (Tents may not be erected on the agricultural fields located adjacent to the staging area.)
32. Vehicle parking is limited to the following locations:
  - Event staging area
  - Host campground site
  - One half of the street parking along Canal Road. (Please note: The other half of the parking spaces along Canal Road must remain open for park visitors. The parking area must be clearly identified by the use of cones for park visitors.)
33. Shepherdstown Boat Launch and Dargan Boat Launch will serve as the only approved boat launch sites for this project.
34. Fairfax County Films, LLC./ Greystone Films will be responsible for providing onsite security throughout the duration of the filming project.
35. If dumpsters or portable toilets will be used for this event, they must be placed within the staging area, and must be placed on a gravel surface. These items must be removed no later than sundown on 02/26/2006.
36. Vehicular travel through the Canal Prism is limited to small utility vehicles such as John Deere Gators or Kawasaki Mules, and small single axel pickup trucks with a maximum gross weight of 2,000 pounds. (Please note: Access through the Canal Prism will be prohibited if severe ground disturbance is likely. Ground disturbance includes mud, ruts, etc.)
37. The refueling of all equipment must be performed at the event staging area.
38. Access to nearby NPS owned fields for parking or similar use is prohibited.
39. Snowplowing activities within the Chesapeake and Ohio Canal National Historical Park are prohibited. However, the park will permit the shoveling of a small pathway on the towpath from the event staging area to the filming site. The towpath surface must not be disturbed during snow shoveling activities.
40. Filming activities are only approved to take place on the shoreline up to 100 yards downstream of the Antietam Aqueduct.
41. The Permittee must contact the on duty Park Ranger to gain access to the towpath in order to transport snow blowing equipment to the filming site. Information regarding Rangers on duty can be obtained through the 24 hour Park Communications Center at (1-866-677-6677)
42. The application of artificial snow is limited to the area described in condition #40, and must not contain any chemical compound(s) that may adversely affect the parks natural resources. In the event that adverse effects to the parks natural resources are observed by park staff (within one growing season), Fairfax County Films, LLC. and/or Greystone Films will be held responsible to mitigate the effects of the applied artificial snow.
43. Cost Recovery: National Park Service costs associated with special use activities exceeding those that fall under the \$200.00 permit fee (i.e. overtime costs) will be charged to the applicant.