



APPLICATION FOR FILM/PHOTOGRAPHY PERMIT

Submit a fully completed application at least 14 business days prior to the proposed first day of shoot. Return the completed application to:

By email: embarkok@okc.gov

By mail: EMBARK
Attn: Public Information Officer
2000 S. May
Oklahoma City, OK 73108

Upon receipt, applications will be reviewed by EMBARK staff. Submitting an application does not guarantee that EMBARK will issue a Permit and Right of Entry Agreement. EMBARK's core mission is to provide safe, secure, and reliable transportation and parking services to its customers. EMBARK, at its sole discretion, may deny applications to prevent interference with EMBARK's ability to perform its core services.

APPLICANT INFORMATION

Company Name:		Contact:	
Mailing Address:			
City:		State:	Zip:
Physical Address:			
Email:		Phone:	Alt. Phone:
Type of Organization: <i>check one</i>			
<input type="checkbox"/> Film/Video Production Co.	<input type="checkbox"/> TV Station	<input type="checkbox"/> Advertising Agency	
<input type="checkbox"/> Photography Studio	<input type="checkbox"/> Independent Movie Studio	<input type="checkbox"/> Major Movie Studio	
<input type="checkbox"/> Other: _____			

PROJECT MANAGEMENT

Contacts should be present for the duration of the project and will serve as EMBARK's point of contact.

Project Manager:		Project Name:	
Email:		Phone:	Mobile Phone:
Secondary Contact:		Title:	
Email:		Phone:	Mobile Phone:

PROJECT DESCRIPTION

Contacts should be present for the duration of the project and will serve as EMBARK's point of contact.

Project Type:		
<input type="checkbox"/> Feature Film	<input type="checkbox"/> Commercial	<input type="checkbox"/> Still Photo Shoot
<input type="checkbox"/> Documentary	<input type="checkbox"/> TV Program	<input type="checkbox"/> Corporate Training Video
<input type="checkbox"/> Short Film	<input type="checkbox"/> Music Video	<input type="checkbox"/> Public Service Announcement
<input type="checkbox"/> School Project	<input type="checkbox"/> Other: _____	
Title:		Release Date:
Producer:	Director:	Production Manager:
Through what venue will an audience see the final product?		

PROJECT DETAILS

Shoot Location 1:	Date:	Alt. Date:
	Start Time:	End Time:
Shoot Location 2:	Date:	Alt. Date:
	Start Time:	End Time:
Shoot Location 3:	Date:	Alt. Date:
	Start Time:	End Time:
EMBARK Resources Needed: <i>check all that apply</i>		
<input type="checkbox"/> Bus in regular service	<input type="checkbox"/> Bus Stop	<input type="checkbox"/> Advertising Agency
<input type="checkbox"/> Bus, stationary	<input type="checkbox"/> Bus Shelter	<input type="checkbox"/> Historic Union Station
<input type="checkbox"/> Santa Fe Depot	<input type="checkbox"/> Transit Center	<input type="checkbox"/> Operations Facility
<input type="checkbox"/> Uniform	<input type="checkbox"/> Logo Use	<input type="checkbox"/> Other:
Detailed Description or Storyboard of Scenes Portraying EMBARK:		

EMBARC Film/Photo Guidelines

Central Oklahoma Transportation and Parking Authority (COTPA) dba as EMBARK. EMBARK's core business mission is to provide public transportation and parking services to the Greater Oklahoma City area. EMBARK vehicles and property are for the exclusive use of EMBARK, its employees and customers. EMBARK does allow filming/photography on EMBARK property that is open to the public, including buses in accordance with this protocol.

Any permission granted to film/photograph under this protocol is subordinate to, and will be based on, EMBARK's determination of the impact to EMBARK's core mission, and its obligations to its customers, employees, and to the general public. Safety and security are EMBARK's top priorities when approving these requests.

All persons filming/photographing on EMBARK property are subject to, and must comply with, EMBARK Code of Conduct, and all other applicable laws, rules, and regulations. Persons filming/photographing on EMBARK property must fully and immediately comply with requests/direction from authorized EMBARK personnel related to safety concerns.

Permit Required: EMBARK requires those who wish to film/photograph on EMBARK's property and/or vehicles for commercial, education, or nonprofit purposes to have a permit. EMBARK's Marketing Division processes permit applications and issues permits. EMBARK has no requirement to approve a request or enter into a permit with a requestor. EMBARK must receive a signed permit and acceptable insurance certificates prior to an approved shoot.

Permit NOT Required: Non-commercial, personal use filming/photography by the general public that does not interfere with transit operations and safety, including boarding/exiting of passengers or ingress and egress of parking customers, and that can be accomplished by one person using a hand-held camera without ancillary equipment such as a tripod, microphone, reflectors, special lighting, cables or other wiring, is not subject to the permit requirements of this protocol.

News Media: The news media frequently requests to access EMBARK's facilities to interview customers and staff. Media personnel are allowed to ride free, but may not interfere with the safe operation of vehicles or service. For safety reasons, media is not allowed to interview operators while in service. Interviews with and EMBARK staff must be coordinated through the Public Information Officer.

Use of EMBARK Name and Property

- Filming/photography shall not show dangerous behavior on or involving EMBARK property.
- EMBARK staff must not be shown in a false light, disparaging or defamatory manner.
- EMBARK endorsement may not be implied or expressed in film/photo presentation.
- Unless otherwise stated in the permit, if using EMBARK property, logo or images in a film or still photo production, attribution should be in the form of a credit line directly related to what is actual used:

EMBARC, the Central Oklahoma Transportation & Parking Authority, Oklahoma City, Oklahoma

Example: "Scenes provided by: EMBARK, the Central Oklahoma Transportation & Parking Authority, Oklahoma City, Oklahoma"

Costs

As a public agency, EMBARK requires payment of costs to reimburse the agency for required staff time and use of EMBARK property and resources needed to facilitate a film/photo shoot. Once the project has been filmed/photographed, an invoice will be issued. Payment of the invoice is due within 30 days.

Applicable Fees:

\$100 Permit processing and coordination fee \$100/hr for stationary bus at 2000 S. May
\$260/hr for use of a bus on location (min. 2 hours) \$75/hr for use of non-revenue vehicle
\$125/hr for access to facility *An additional cleaning and maintenance fee may be required.*

EMBARK PERMIT INSURANCE REQUIREMENTS

EMBARK Permit and Right of Entry Agreement

At all times during the life of this Permit, or as may further be required by this Permit, Permittee at its own cost and expense shall provide the insurance specified as follows:

- 1) Evidence Required
At or before execution of this Permit, Permittee shall provide EMBARK with a certificate of insurance executed by an authorized representative of the insurer(s) evidencing that Permittee's insurance complies with this paragraph, including a copy of all required endorsements.
- 2) Notice of Cancellation, Renewal, Reduction, or Material Change Coverage
Permittee must give EMBARK not less than thirty (30) days written notice prior to cancellation, reduction, or material change in coverage. Notices shall be sent to the Risk Manager at 2000 S. May, Oklahoma City, OK 73108.
- 3) Qualifying Insurers – All policies shall be issued by Oklahoma admitted companies which hold a current policyholders alphabetic and finalize size category rating of not less than A: VIII according to Best's Insurance Reports.
- 4) Insurance Requirement
 - A. Commercial General Liability Insurance Permittee shall maintain commercial general insurance (CGL) with a limit of not less than \$1,000,000 each occurrence/\$2,000,000 annual aggregate.
 1. Such insurance shall include the following endorsements, copies of which shall be provided to EMBARK:
 - a. Inclusion of EMBARK, its directors, board, officers, representatives, agents and employees as additional insured as respects to Permittee's operations in connection with this Permit. Additional insured endorsement CG 20 10 0704 and CG 20 37 0704 or their equivalent must be included;
 - B. Automobile Liability Permittee shall maintain business auto liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of the

use of any auto (including owned, hired, and non-owned autos). If Permittee is self-insured, Permittee must provide documentation to satisfy this requirement.

1. Such insurance shall include the following endorsements, copies of which shall be provided to EMBARK:
 - a. Inclusion of EMBARK, its directors, board, officers, representatives, agents and employees as additional insured as respects to Permittee's operations in connection with this Permit. Additional insured endorsement CG 20 10 0704 and CG 20 37 0704 or their equivalent must be included;
 - b. If the Permittee is within 50' of a railroad, the auto policy shall be endorsed with CA 20 70 10 01 or equivalent and this endorsement must be attached to the insurance certificate.
- C. Statutory Workers' Compensation and Employers Liability Permittee shall maintain worker's compensation and employer's liability insurance as required by the State of Oklahoma. The employer's liability limit shall not be less than \$1,000,000, each accident for bodily injury by an accident and \$1,000,000 each employee for bodily injury by disease. The worker's compensation shall be for all employees engaged in services or operations under this Permit. The policy shall include broad form all-states/other states coverage.
- D. All Risk Permittee Equipment Insurance covering Permittee's Equipment against all risks of physical loss to such equipment for its full replacement cost at the time of loss.

5) Special Provisions

- The foregoing requirements as to the types and limits of insurance coverage to be maintained by Permittee, and any approval of said insurance by EMBARK is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Permittee pursuant to this Permit, including but not limited to the provisions concerning indemnification.
- Any self-insurance program intended to fulfill these insurance requirements must be approved by EMBARK.
- Should any of the work be contracted, Permittee shall require each of its Permittee's or sub-Permittees of any tier to provide the aforementioned coverage.
- Coverage shall be specifically endorsed to include the insurer's waiver of subrogation in favor of EMBARK, its directors, board, officers, representatives, agents and employees, a copy of which shall be provided to EMBARK.
- Stipulation that the insurance is primary and that no insurance or self-insurance of EMBARK will be called upon to contribute to a loss.
- Failure of EMBARK to demand such certificate or other evidence of full compliance with these insurance requirements or failure of EMBARK to identify a deficiency from evidence that is provided shall not be construed as a waiver of Permittee's obligation to maintain such insurance.
- EMBARK reserves the right to terminate or suspend the Permit in the event of non-compliance with the insurance requirements of this application. In no event shall any suspension entitle Permittee to an extension of the term of the Permit.