



## AMERICAN BATTLE MONUMENTS COMMISSION

### REQUEST TO FILM OR PHOTOGRAPH ABMC CEMETERIES OR MEMORIALS

The conditions below govern filming and photography by commercial production companies and individuals and news media representatives (“applicant”) for purposes other than news media coverage of scheduled events or breaking news at cemeteries and memorials administered by the American Battle Monuments Commission (ABMC). Permission to film or take photographs at an ABMC cemetery or memorial is subject to the review and approval by ABMC of the supporting documents specified below, as well as receipt of a signed and dated copy of this permit application acknowledging that the applicant understands and accepts all stated conditions. Film crews and photographers must check in with the ABMC cemetery superintendent or assistant superintendent upon arrival at the cemetery and prior to filming or photography.

The application and documentation may be sent to Mrs. Sylvie Diattta via e-mail (diattas@abmc.gov) or fax (703-696-8439). Please allow 10 business days for processing.

Applicant Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone / Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_ Web site: \_\_\_\_\_

Requested Dates. From: \_\_\_\_\_ To: \_\_\_\_\_ Hours - From: \_\_\_\_\_ To: \_\_\_\_\_

Type of Photography (Circle):      Motion Film      Video      Still Photography

Purpose of Film / Photographs (Program / Publication Name): \_\_\_\_\_

No. of Persons in Crew: \_\_\_\_\_

Photography Location (s): \_\_\_\_\_

#### PERMISSION TO FILM OR PHOTOGRAPH AT ABMC CEMETERIES AND MEMORIALS IS SUBJECT

#### TO THE APPLICANT’S AGREEMENT TO FULLY COMPLY WITH THE FOLLOWING CONDITIONS:

1. Filming or photography must not disrupt or intrude upon the privacy of visitors paying respect to the war dead nor interfere with the work of ABMC employees.

2. Filming and photography will be accomplished at no cost to ABMC or the U.S. Government and will be scheduled between 9:00 a.m. and 5:00 p.m. Filming and photography at times other than during these hours must receive prior approval and may involve payment of a fee to cover operating costs resulting from opening the site outside normal operating hours. An

estimate of fees will be provided to the applicant once the extent of filming outside normal hours is known.

3. No modification of existing terrain features will be allowed. Construction undertaken by the applicant must be approved in advance by ABMC. Approved construction will be accomplished at the applicant's expense, will be temporary, and will be removed at the applicant's expense.

4. The applicant agrees to promptly reimburse ABMC for the costs of:

- a. Restoration of any damage to ABMC facilities caused by the applicant; and,
- b. Removal of any construction which the applicant fails to timely and fully remove;
- c. Restoration of any area where construction has occurred.

5. The applicant further agrees that:

- a. Reasonable determination of the amount of any restoration and removal costs due shall be made by a representative of ABMC following an inspection of the site; and,
- b. A representative of the applicant may accompany the ABMC representative on the inspection and provide comments on any problem areas identified, reasonable wear and tear from approved use accepted; and,
- c. Participation in the inspection is the only process for applicant input in the determination of required reimbursements; and,
- d. The inspection will not be delayed if a representative of the applicant is not present.

6. Except if due to the negligence of ABMC or the U.S. Government, applicant waives any and all claims against ABMC or the U.S. Government for any injuries, death, property damage, or loss of profits that may occur to the applicant or applicant's employees, or any other person or entity either directly or indirectly, during filming or photography at ABMC sites.

7. Other than as a result of the performance of their routine responsibilities, ABMC employees on duty will not perform or provide services or support to any filming or photography activity without the approval of the ABMC Director of Public Affairs or the ABMC Overseas Operations Office Deputy Director.

8. Prior to filming or photography, applicant will submit the following documentation to ABMC for review and approval:

- a. For motion film and video: a script, storybook, story synopsis, or film scenario.
- b. For still photography: a synopsis of the intended use of the photographs and, if applicable, the book manuscript pages the photographs will accompany or illustrate.
- c. A listing of all personnel, equipment and vehicles to be used in the film production or photography.
- d. Proof of adequate insurance coverage for any person participating in the film production or photography, as well as any spectator who may be at the site and might be injured as a result, directly or indirectly, of the filming or photography. Adequacy of coverage will be as determined by ABMC, acting reasonably.

9. ABMC acknowledges that, unless specified otherwise in writing, the applicant shall be the sole and exclusive owner of the entire copyright and all other rights of every kind in and to the results and proceeds of film material and photography taken at the cemetery and/or memorial site

and that the applicant shall be entitled to assign, license and/or exploit the same by all means and all media throughout the world in perpetuity. Applicant shall be entitled to assign the benefit of this agreement to any third party, but applicant shall remain liable for applicant's obligations under this agreement.

10. Applicant agrees that film material and photography taken at the cemetery and/or memorial site may not be used to raise funds or to advertise, market or promote any commercial product, program or service without the express written consent of ABMC, except that applicant shall be entitled to use film material and photography of the cemetery and/or memorial in connection with promoting, advertising and publicizing the Program or Publication for which filming and/or photography was specified on this application and within the supporting documentation.

11. Upon approval of this application, no changes or modifications to the approved terms and conditions of the project will be permitted without written approval. In the event of any actions inconsistent with the approved terms and conditions, ABMC has the authority to immediately revoke the permit to film at the requested locations.

12. This permit will be construed, and the rights and obligations thereunder will be governed by the laws applicable to contracts of agencies of the United States Government executed in the District of Columbia, United States of America, as interpreted by the applicable U.S. Federal Courts located in the District of Columbia, regardless of the place of execution or performance.

I UNDERSTAND AND AGREE TO ABIDE BY THE CONDITIONS STATED ABOVE:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

APPLICATION IS: \_\_\_\_\_ APPROVED \_\_\_\_\_ DISAPPROVED

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Timothy A. Nosal  
Chief, External Affairs

Sept. 2017