

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

Date of Submission of Application: ____/____/____

Prior to submitting the application, applicants must contact the Spokesperson's Department at the Nature and Parks Authority, in order to receive guidelines for completing the application.

Please write to the following e-mail: matatbs@npa.org.il

**The complete signed form must be submitted at least 5 business days before the date of the planned photo shoot.
Please fill in the information and sign manually**

Name of applicant: _____ I.D./company registration no.: _____

Position: _____ Company's name and address: _____

Land line / cellphone number: _____ E-mail: _____

Number of participants: _____ Subject and purpose of photo shoot: _____

Date of Photo Shoot	Hours of Photo Shoot	Name of Reserve / Park	Name of approving official (to be filled out by Spokesperson's Office)

If further lines are needed, please attach an additional application

Guidelines:

No aerial photography is permitted (unless specifically approved)

A file is attached with the guidelines

Entrance fees must be paid by law at the site cashier's booth upon arrival.

Additional Remarks:

Approved by INPA representative:

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 that payment for costs of Israel Nature and Parks Authority (hereinafter: the "**Authority**") personnel's presence at the site beyond the hours of operation is required, the payment shall be NIS 200 per hour for each employee at the site. The payment for supervision of photography activity of an excessive scope shall be coordinated in advance with the Authority in accordance with the nature and the scope of the activity. At Masada National Park, 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, whether intentionally or unintentionally, by anyone involved in the photography production. The applicant undertakes to preserve nature and comply with the instructions of the rangers and other Authority employees on the site grounds.
4. The applicant declares that he/she possesses all licenses, approvals and permits required by law, including a safety advisor's approval, if and to the extent required, and is in 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 a 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 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 company does not comply with the policy, the company must cancel a professional liability exception regarding 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 said insurance 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.

I, the undersigned, undertake to comply with that stated in this permit application (mark as read ✓)

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

Date _____ Signature and Stamp _____

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

ADENDUM A 1 – Certificate of Insurance

Date of issue of certificate

This insurance certificate constitutes documentation that the insured as a valid insurance policy, in keeping with the information provided herein. The detailed information in this certificate does not include all the conditions and

CONFIRMATION REGARDING EXISTENCE OF INSURANCE	Confirmation issue date (DD/MM/YYYY)
This Insurance confirmation corroborates the fact that the insured possesses a 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.	

exceptions to the policy. Nevertheless, in case of contradictions between the conditions detailed in this certificate and those stated in the insurance policy, the insurance policy conditions shall prevail, unless a condition in this certificate is beneficial to the applicant.

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

Cover

Insurance type Distribution by limits of liability or sum insured	Policy number	Policy version and edition	Starting date	Expiration date	Limits of liability / amount insured		Additional valid cover and cancelled exclusions Note cover code based on Addendum D
					Amount	Currency	
Property							309 328
Third Party					4,000,000 NIS		302 321 315 328 309
Employer's liability					20,000,000 NIS		319 328 309
Product liability							
Professional liability					500,000 NIS		321 326 328 332 (6 months) 309
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)*

066 – Photography/radio/television

Policy cancellation/amendment

Detrimental change in accordance with a request by the party requesting confirmation or cancelation of the insurance policy. Will not become valid until **30** days after sending notice regarding said amendment or cancelation to the party requesting confirmation.

Signatures

Insured