



## FILM & PHOTOGRAPHY RENTAL APPLICATION AND AGREEMENT

This Rental Agreement (“Agreement”), is entered into on \_\_\_\_\_ (date), by and between Buffalo Bayou Partnership (“BBP”), and Renter, named below (“Renter(s)”). Upon execution of the Agreement and payment of the required fees and deposit, BBP shall reserve space for the Renter for the following:

	Photography (Commercial Use)	Film (Documentary/Student/B-roll)	Film (TV/Web )	Film (Motion Picture)
Application Fee:	\$50	\$50	\$50	\$50
Permit Fee	\$250/up to 4 hours	\$50 Park Impact Fee	\$750/day	\$2,000/day
Deposit*	\$300	\$300	\$1,000	\$3,000

\*Fees listed above are minimum amounts; all fees will be determined by location, size, duration, and potential impact to the park.

Project Name:					
Shoot Dates:	START DATE:		END DATE:		
Set-up:	START TIME:	END TIME:	Break Down:	START TIME:	END TIME:
Project Type:	Still Photography (Commercial Use)		Film (Student/Documentary/B-roll)		
	Film (TV/Web)		Film (Movie/Motion Picture)		
Feature Length (film only):					
Renter Name:					
Company / Agency / Sponsor:					
Organization Type:	For <input type="checkbox"/> Non-profit <input type="checkbox"/> Commercial		Non-Profit: Tax ID# _____		
Address:					
City/State/Zip:					
Phone:					

Email:		
Onsite Contact:	Name: _____ Cell: _____	
Park Region Requested:	<input type="checkbox"/> The Water Works: _____ <input type="checkbox"/> Eleanor Tinsley Park: _____ <input type="checkbox"/> Police Memorial: _____ <input type="checkbox"/> Lost Lake: _____ <small>*Filming restricted to park grounds only. Please contact 713-360-6477 if you would like to inquire about filming at The Dunlavy</small> <input type="checkbox"/> Cistern: _____ <small>*Additional Fees and Application will apply for the Cistern</small> <input type="checkbox"/> Other (please specify): _____  <p style="text-align: center;"><i>Site maps for each region selected must be submitted along with the application.</i></p>	
Project Scope/ Description:	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>	
Equipment:	<hr/> <hr/> <hr/> <hr/>	
Crew Amount/ Description:	<hr/> <hr/> <hr/> <hr/>	
Vehicles for Set-Up/Break Down	NUMBER OF VEHICLES	NUMBER OF TRUCKS
Parking Location for Set-Up/ Break Down		

## Insurance Requirements:

- Commercial General Liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the facility, affording immediate protection to the limits of not less than \$1,000,000 per occurrence with a \$2,000,000 aggregate and including advertising injury and personal injury.
- Buffalo Bayou Partnership and the City of Houston must be named as additional insured on the policy.
- The policy must contain an endorsement waiving any claim or right of subrogation against Buffalo Bayou Partnership and the City of Houston.

## Terms and Conditions:

- Deposits – A refundable deposit is required. The area must be returned to the state in which it was found immediately following the event. If this condition is met, the amount will be fully refunded within 30 days after the event. Any damages caused to park property (including vehicles off of paved surfaces) will be repaired with the Renter held responsible for payment of all repairs or necessary cleaning that exceed the deposit.
- Payment – It is understood that the space is not reserved until payment is received. Two weeks prior to the event, all monies collected except for deposit are non-refundable.
- Cancellations – BBP will provide a full refund if Renter cancels the event at least 15 days prior to event. With 14 days or fewer before the event, the payment will be credited to future rentals with Buffalo Bayou Park within one year of the original booking date.
  - Renter is responsible for requesting a cancellation or change of date in writing.
  - BBP reserves first claim to the use of park property. BBP may cancel event due to weather or unforeseen circumstances; all monies received will be returned to Renter.
- Insurance – For events requiring insurance, Renter must provide proof of general liability insurance coverage in the amount of \$1,000,000.00 USD per occurrence with City of Houston and BBP as additional insured on the policy. All vendors associated with the event must have workers compensation insurance, general liability insurance and policy endorsement naming BBP and City of Houston as additional insured showing the required insurance is in place. A copy of the insurance certificate(s) must be provided to BBP at least fourteen (14) days prior to the scheduled event.
- “As-Is” Condition – Renter agrees to accept the rental area in its “as-is” condition “with all faults”. Renter is responsible for any and all damage done to park property. Renter and their guests agree to hold BBP and City of Houston harmless for release and forever discharge and hold harmless BBP and City of Houston from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from use of park property in relation in any way to this rental agreement.
- It is understood and agreed that should the renter fail to adhere to all rules, policies and conform to the proper use of park property, BBP may, at its discretion, terminate this agreement and require the renting parties to vacate the premises (during the event if necessary), forfeiting any and all fees and monies.

## General Park Rules:

Permit holder is required to be on site during the entire event and will be held responsible for conveying park rules to event guests. The permit holder agrees to abide by the following rules and regulations:

1. All efforts must be made to avoid negatively impacting the park or other park users in any way.
2. All events must take place within standard park operating hours and adhere to the City of Houston noise ordinance. BBP staff are authorized to lower sound if deemed too loud.
  - a. Buffalo Bayou Park Hours: 6 am – 11 pm, 365 days a year
3. The sale and/or marketing of goods or services are not permitted. Film is permitted with a commercial photography or film permit.
4. Launching, landing, or operating an unmanned aerial vehicle within the boundaries of Buffalo Bayou Park requires prior approval by BBP. All aerial photography requires prior approval by BBP. FAA license required.
5. All items, equipment and trash must be promptly cleared at the end of the event. Renter assumes all responsibility in cleaning the event area and dispersing the crowd by the end of the event.
6. No attaching anything to the exterior or interior of any park property which will cause permanent changes or alterations.
  - a. No tape, nails or staples can be used on anything within the park, including trees.
7. Use of any restrooms will be non-exclusive.
8. Parking is not allowed in any way outside of authorized parking areas. Vehicles are not permitted on grass.
9. Buffalo Bayou Park strictly adheres to the City of Houston Smoking Ordinance and is smoke-free.
10. Renter may not distribute alcohol or food beyond their invited guests. No glass containers may be used.
11. Use of the following is not allowed without proof of additional permitting or insurance and may require a deposit. A copy of required permits and insurance must be provided to BBP at least 14 days prior to the event.
  - a. Propane, amplified sound equipment, any structures, and distribution of food or alcohol will require a permit from the City of Houston.
  - b. Canopy/tent exceeding 800 square feet, portable stage, portable toilets, and any event exceeding 250 guests will require advance proof of insurance.
  - c. Onsite cooking or service from a commercial vendor will require advance proof of health certificate.
12. To ensure the health of the park ecology and the safety of other park users, the following activities are prohibited:
  - a. Water activities such as dunking booths or 'slip and slides', water balloons, petting zoos or nondomestic animals, moonwalks or other inflatables.
  - b. Candles, rice, confetti, flower petals, smoke/fog machines, silly string, birdseed, potpourri, glitter or any substance of that nature.
13. BBP reserves the right to require at its discretion or as required by law, additional security and/or off-duty Houston Police Officers at the Renter's expense.
14. No structures, including tents and canopies that exceed 10'x10' or of any size that advertise a commercial product of any kind, may be erected on park grounds without the permission of BBP.
15. No gambling of any kind is permitted.
16. Events that practice discrimination based on race, creed, color, sex, gender, national origin, age or condition of handicap are not permitted. BBP reserves the right to deny any event.

I/We have read and understood this agreement and the policies it contains. I/We understand that if I/We or any of the guests or vendors at the event does not comply with this agreement and applicable park rules the event may be immediately terminated by BBP, in its sole discretion, and all deposits retained by BBP. I/We understand and agree that, in addition, I/We will be responsible and liable to BBP for any costs exceeding the amount of the retained deposit.

\_\_\_\_\_  
Renter(s) Signature

\_\_\_\_\_  
Date

Please email to [permits@buffalobayou.org](mailto:permits@buffalobayou.org)