



LOCATION RECORDING/PHOTOGRAPHY/FILM/VIDEO POLICY, AUTHORIZATION GUIDELINES AND APPLICATION

The mission of the Hattiesburg Zoo is to further our guest's appreciation, respect and knowledge of nature through education, recreation and unique events that improve our economy and quality of life.

POLICY

The Hattiesburg Zoo is pleased to assist photography and filming projects in conjunction with the above Mission Statement. The Zoo is also a public attraction and our guests are entitled to experience the entire Zoo with a minimum of distraction and inconvenience. In order to accommodate all parties involved during these processes, the following guidelines and policies must be met and adhered.

All facilities within the Hattiesburg Convention Commission have registered trade dress visual and audio rights on all of its premises. In addition, it controls the use of Commission-based imagery or recordings through this policy.

For convenience, the word "recording" as used in these guidelines includes, but is not limited to video recordings, audio recordings, still photography, motion photography, and digital imaging.

Personal, informal recording is permitted without the signed consent form that follows. All other recordings must adhere to the guidelines below, and submit the following form as noted. This includes, but is not limited to, photography, film, video, or any other recording on or of any HCC campus, building, event, staff, décor, or any part of the site. Further, recording of individuals, groups, and/or products for use in advertising, promotions, or for any publication purposes requires this signed consent form.

I. Requests and Preparation

- a. All production requests must be consistent with the Hattiesburg Zoo's Mission Statement, and must reflect a professional and positive image of the Hattiesburg Zoo, its animals, exhibits, grounds and staff members.
- b. All production requests must be in writing and presented to the Hattiesburg Convention Commission's Director of Marketing & Advertising at least two weeks prior to the requested date of photography or filming. Any project not meeting this timeline will be evaluated on a case-by-case basis.
- c. Due to the fact that request approvals will be based upon the perceived quality and content of the final product, all requests must be as detailed as possible and include the following information about the production company and the project...
 - Your name, company name, address, phone number and email address
 - A summary of the project that includes its aim and purpose.
 - The intended audience for this project including proposed media distribution.
 - The intended date of publishing for this project including when, where and how it will be broadcast/published.
 - The interviewees, events, and locations that need to be filmed.
 - Indicate how many people will be coming.
 - The proposed duration of the photography or filming.
- d. The production company shall obtain appearance releases for Zoo visitors whenever necessary.
- e. List any other details that are important to the recording.
- f. Before recording can begin, production companies must provide proof of general liability in insurance and workers compensation coverage. Companies shall name the Hattiesburg Zoo as an additional insured on their policies. (A standard *ACORD* form will suffice.)
- g. Any cancellations and/or changes to any requests must be made at least 24 hours in advance of production date.
- h. All requested approvals are subject to final approval by the Hattiesburg Zoo's Marketing & Advertising Director. The Zoo reserves the absolute right to grant or deny permission to record and to determine the terms under which recording will be permitted.

II. Equipment and Props

- a. Outside vehicles are not permitted on Hattiesburg Zoo grounds unless prior approval is granted by Zoo Management. If outside vehicles are granted approval, the following guidelines must be followed:
 - A Marketing & Advertising Department representative, as well as a Zoo Facilities Services representative, must accompany any vehicle while it is on Hattiesburg Zoo grounds and while the engine is running. Vehicles may not exceed 8 miles per hour, may not travel paved roadways during visitor hours,

may not travel over bridges, and may not honk horns or use any other means to clear pedestrian or animal traffic.

- All props to be used during a media production or filming must be approved by the Marketing & Advertising Department in advance. Some equipment (lights, reflectors, microphone booms, fog machines, etc.) may be prohibited if it is determined by the Marketing & Advertising Department to pose a potential threat to the health or safety of the animals, habitats, or visitors.
 - No plants or animals are to be brought onto Hattiesburg Zoo grounds.
 - Power supplies are limited in certain areas of the Zoo and must be addressed by the Zoo's Facilities Services electrician.
 - Lighting restrictions may apply to certain areas of the Zoo. In most areas, additional lighting is allowed. The number of lights and their placement in relation to exhibits and exhibit windows must be monitored by a member of the Animal Care staff, as well as Facilities Services staff (some animals may be adversely affected by strong light. As well, some windows are acrylic and can be damaged by hot lights.)
 - Any materials brought into the Zoo must be removed by members of the crew.
- b. Unmanned Aircraft Systems (Drone) Policy: For the safety and well-being of our guests and animals, the launching and/or operation of a UAS (drone) from or above Hattiesburg Zoo property is strictly prohibited.

III. Admission

- a. All camera crews and personnel must provide a list of essential working members that will be needed while on location. Said list must be provided 2 business days prior to the scheduled recording date to the Hattiesburg Zoo's Marketing & Advertising Department in order to admit said working members of the crew.
- b. Friends, relatives, non-acting minors and non-working crew members are not permitted complimentary admission to the Hattiesburg Zoo without the express consent of the Marketing & Advertising Department.
- c. A Marketing & Advertising representative will be present at all times during the shoot. If multiple simultaneous shoot locations are desired, please describe this on the accompanying form. If not requested in advance, the entire crew is required to stay together with the authorized representative(s).

IV. Conduct

- a. While on Zoo grounds, all production and camera crew personnel shall not in any way attempt to manipulate animals for the sake of production. Clapping, shouting, whistling, or any other distractions will not be tolerated and the offending crew member will be immediately removed.
- b. Production occurring during operating hours must not adversely impact or impair the enjoyment and pleasure of Hattiesburg Zoo guests. Disruption of

attractions, activities, events, or habitats may only occur for a limited amount of time as determined by the assigned representative.

- c. Each crew member must stay in the immediate area of their assigned Marketing & Advertising Department representative when production is underway or visiting/operating in any area not allowed to the general public.
- d. All directives given by ANY Hattiesburg Zoo personnel are made for the protection of the animals, habitats, visitors, employees, and crew members, and such directives must be obeyed at all times.
- e. The production company is fully responsible for all damages that may occur at the Zoo as a result of their actions and for paying for all repairs deemed necessary by the Zoo.

V. Ownership, Copyrights, Agreements, and Obligations

- a. Except as otherwise agreed, all film and photographs recorded by the production company shall belong to it. The company shall provide a copy of the final product to the Hattiesburg Zoo's Marketing & Advertising Department for archival purposes.
- b. Any video or still photo imagery produced by a Hattiesburg Zoo photographer on the Zoo's behalf or on behalf of any production company or individual requests pursuant to the aforementioned guidelines is the property of the Hattiesburg Zoo's Marketing & Advertising Department.
- c. The production company agrees to provide to the Hattiesburg Zoo's Marketing & Advertising Department the rough cut of any video after including all comments and edits.
- d. The production company agrees to provide to the Hattiesburg Zoo's Marketing & Advertising Department the final version of the photos, video, or recording for final approval prior to usage.
- e. The production company will acknowledge the Zoo in its production, publication, website, or other promotional materials only when requested by the Zoo. The Zoo makes no endorsement of the production company, its production, or any product featured therein.
- f. The production company may use film and photographs shot at the Zoo only for the specific purpose stated in the Location Filming Agreement. The grant of rights in one medium does not convey rights for use in any other media, project, publication, or presentation, unless so indicated.
- g. Under no circumstances may the production company use recordings, film, and photographs shot at the Hattiesburg Zoo in a manner inconsistent with the Zoo's mission and image or in a defamatory, untrue or censorable nature, and the company shall cease any such use upon demand by the Zoo. The company shall ensure that its licensees and assignees fully comply with the provisions of this paragraph.
- h. Any recording, video or still imagery produced by any individual or group for class projects or educational purposes **MAY NOT BE USED FOR COMMERCIAL**

PURPOSES and must adhere to all aforementioned guidelines without exception.

VI. Release and Indemnification

- a. Production company agrees to indemnify and hold harmless the Hattiesburg Zoo, Hattiesburg Convention Commission, City of Hattiesburg, and their representatives, delegates, and assigns from any claims arising from injury to production company personnel, talent, and individuals on the premises for the purposes of the production or as guests of the production company, as well as any equipment on Zoo property.
- b. Production company indemnifies the Hattiesburg Zoo, Hattiesburg Convention Commission, City of Hattiesburg, and their representatives, delegates, and assigns against the claims of third parties for injuries arising from the production company's exercise of rights as authorized by the HATTIESBURG ZOO LOCATION RECORDING/PHOTOGRAPHY/FILMING AGREEMENT.

Recording Guidelines

Non-personal recording at any Hattiesburg Convention Commission facility must be authorized by the Director of Marketing in advance as stated above, and the following guidelines will ensure that you are in compliance.

The use of HCC grounds, buildings, and subjects for non-personal photography, film, video, or other recording purposes will be authorized on a case-by-case basis, and may require additional levels of approval, permitting, and/or supervision.

The Director of Marketing is responsible for reviewing and approving requests for permission to conduct non-personal recording at all HCC facilities or involving HCC employees, volunteers, guests, contractors, or other related parties. Due to the extensive schedule of events, as well as proprietary materials (both Commission and client), it is important to ensure that such recording does not disrupt activities or violate copyright and other protected property. Further, the HCC requires all recording locations and subjects to be identified and authorized in advance (see attached form) as a part of the approval process. The HCC requires that recording be submitted in its final form for approval prior to any usage. Such approval will be issued by the Director of Marketing and will not be unreasonably withheld.

For more information, or to submit an application, please contact the Marketing and Communications Department at [\(601\) 268-3220](tel:6012683220).

Permit requests may take up to 7 business days for approval.

All images, video, and recordings must comply with any applicable state and federal regulations and a copy of such recording must be provided to the HCC.

Photo and Video Consent and Release Form & Agreement

The HCC must approve photography, film, video, or any other recording on or of any HCC campus, building, event, staff, décor or any part of the site, as well as Commission indicia or imagery that may appear off-site. Further, recording of individuals, groups, and/or products for use in advertising, promotions, or for any publication purposes requires this signed consent form.

Conditions for Approval: Project will not disrupt the routine functioning of HCC facilities and will not interfere with guests, patrons, or affiliates and their right to privacy. The recording will not be used in any capacity until review and approval by the Director of the Marketing.

Please complete the following form, and allow at least 24-48 hours for a response.

COMPANY NAME: _____

REPRESENTATIVE FIRST AND LAST NAME: _____

PRODUCTION COMPANY/PHOTOGRAPHER: _____

PHONE NUMBER: _____

EMAIL ADDRESS: _____

PROJECT SUMMARY (Purpose of Recording/Film/Video/Photo):

REQUESTED DATE(S): _____

REQUESTED TIME(S): _____

REQUESTED LOCATION(S):

INTENDED AUDIENCE (Please list specific markets):

I, the undersigned, as duly authorized representative of the production company/firm/agency herein listed, agree to comply with the Hattiesburg Zoo's Location Recording/Photography/Filming Policy and understand that said policy applies to all attendees I present for admission for the requested purposes as noted on this form. I understand the challenging and potentially dangerous environment of the Hattiesburg Zoo and agree to adhere to the written directives contained in the Policy, as well as any directives given to me by Zoo staff while on premises. I agree to follow and meet all provisions of the Policy with respect to on-site operations of the production. In addition, as duly authorized representative of my company, I affirm that I have full consent and signed releases for any models or talent recorded, photographed or filmed during this project. Further, I agree to solicit recording/photography/film releases from any zoo guests recorded during this project. I agree to all terms related to Ownership, Copyrights, Agreements, and Obligations as listed in the Policy. I agree to provide the Hattiesburg Zoo Marketing & Advertising Department with rough cuts and final versions of all work product produced from this request and await approval from said department prior to my usage of such photography, video or film as stated in Section V (c) and (d). I understand that this one-time grant of use is for the purpose specifically stated in the PROJECT SUMMARY and does not convey to any other media, project, publication, or presentation. I agree that B-roll, cutaway scenes, and other material captured during this project and not presented for final cut approval, require supplemental approval from the Hattiesburg Zoo Marketing & Advertising Department prior to use. Further, I agree to indemnify and hold harmless the Hattiesburg Zoo, Hattiesburg Convention Commission, City of Hattiesburg, and their representatives, delegates and assigns from any claims arising from injury to production company personnel, talent, and individuals on the premises for the purposes of the production or as guests of the production company, as well as any equipment on Zoo property. I also agree to indemnify these aforementioned parties against claims of third parties for injuries arising from the production company's exercise of rights as authorized herein.

**Your signature below indicates that you have read, understood, and agree to comply with the policies and procedures required by the Hattiesburg Convention Commission, including final approval signoff as noted in Recording Guidelines.*

Date

Company Representative Signature

Date

Signature of HCC Marketing Representative

Completed form should be emailed to ahargrove@hattiesburg.org.

Internal Use Only:

- Agreement Completed
- Insurance ACORD Form Received

Revised/Updated: 06/20