

## Lowell Observatory Film and Photography Access Policy

Lowell Observatory provides access to television and film crews and to commercial photographers in instances when those activities, in the Observatory's judgement, are in keeping with the institution's mission.

Lowell Observatory's mission is to pursue the study of astronomy, especially the study of our Solar System and its evolution; to conduct pure research in astronomical phenomena; and to maintain quality public education and outreach programs to bring the results of astronomical research to the general public.

While the Observatory, in general, welcomes film crews and commercial photographers, access will be denied if, in the judgement of the Observatory administration, the planned use of the images or footage to be acquired is not in keeping with the Observatory's mission or the proposed filming/photography would adversely impact the Observatory's regular operations to an unacceptable degree.

This document describes our policies and fee schedules covering commercial photography and television/movie filming on Observatory property. In order to evaluate the best potential fit for both the Observatory and the company or individual proposing a film project, documentary, or commercial photography, Lowell Observatory will favor those requests made in advance that include: 1) who you are; 2) what are your credentials or past credits; 3) what is the nature of the program; 3) where and when is it scheduled to air or appear in print; and 4) how much time do you anticipate filming or photography to take while at Lowell Observatory. To submit your request and find out more, contact Steele Wotkyns, Public Relations Manager via e-mail: steele[at]lowell[dot]edu.

An agreement to conduct filming at Lowell Observatory requires that this Film Access Policy be reviewed in advance and signed by both parties. Producers and commercial photographers should download and carefully read the policy. Lowell Observatory requires, in advance of granting access, a program treatment that addresses each point in paragraphs three and four above. Specifically, the following must be included in the filming or commercial photography request:

- Producers must identify themselves, their company, and detail credentials or past credits.
- Producers must provide a narrative summary of the program contents.
- If there is a program script, please provide it for Lowell Observatory's (private/internal) review.
- Provide a list of all persons, including but not limited to cast, crew, and support personnel who would be present at the Observatory.
- Provide a list of specific scenes that will be shot at Lowell Observatory.
- Provide a shoot schedule that includes your arrival time and departure time on the day of filming. In preparing this request, please plan your schedule and time on site carefully. *Lowell Observatory will hold you strictly to your stated schedule.* We are happy to work with producers to determine optimum times to be present at different parts of our campus, and our staff facilitator will assist crews to make the best use of their time, but time overruns are unacceptable and will not be permitted.

- Provide three dates acceptable to you for filming; Lowell Observatory will choose the one that meshes best with staff availability and Observatory operations.
- Recognizing that all access requests have different parameters, Lowell Observatory reserves the right to modify the above conditions, or to specify additional conditions to be addressed in the treatment, at its discretion.

Access fees for commercial filming:

Mars Hill Facility:

\$5,000 per day or pro-rated increments thereof.

Anderson Mesa Facility:

\$8,500 per day or pro-rated increments thereof.

(Note: does not include the Navy Prototype Optical Interferometer (NPOI); the U.S. Navy governs access to NPOI.)

Access fees for documentary & educational filming:

Daytime Access: Mars Hill Facility: \$250 per hour between 8:30 a.m. and 5:30 p.m.

Anderson Mesa Facility: \$1,000 per four-hour segment

(8:30 a.m. to 5:30 p.m.) (Not NPOI).

Evening Access: \$1,500 per three-hour segment during the period between 5 p.m. and 11 p.m.

Late Night Access: \$2,500 during the period between 11 p.m. and 1 a.m. (Access is permitted no later than 1 a.m.)

Access fees for commercial photography: minimum daily fee \$2,000

### Access fee payments:

Access periods include time used for arrival, a crew scouting possible filming locations, unloading, set-up, loading, and departure. A certified check or cash in U.S. currency in the amount of 50 percent of the estimated costs must be provided to Lowell Observatory's staff facilitator, payable to Lowell Observatory, before access is granted. The remaining balance is due immediately upon completion of the project filming at Lowell Observatory.

### Liability/Comprehensive Insurance:

Proof of liability insurance will be provided to the Lowell Observatory staff facilitator prior to access to the facility. Insurance must be a minimum of \$1,000,000/\$2,000,000 for bodily injury liability and \$500,000 for property damage in a comprehensive policy form. The certificate must name Lowell Observatory as an insured party. Every film crew will be fully responsible for any damage, including but not limited to staining, burning, denting or scratching of Observatory facilities, grounds, exhibits, or equipment.

### Access Guidelines:

- Access is non-exclusive to crews. Regularly scheduled educational programs and previously scheduled special programs will have priority to use the facilities. The producer of the crew or commercial photographer will be notified of these potential scheduling conflicts prior to entering any agreement with the Observatory.
- For documentary and educational films, prior proof of a schedule for airing of the particular program is required to be sent (e-mail is best: steele[at]lowell[dot]edu) by a program producer or equivalent in advance of filming at Lowell Observatory.
- Access fees are not charged for legitimate, verifiable news gathering purposes, nor is insurance required.
- At least one Observatory staff member will remain in or at the facility with the crew at all times. The Lowell staff person(s) will remain onsite within the set area regardless of sound, lighting, or dramatic needs of the crew/photographer.
- Access privileges do not grant permission to move any instruments or exhibits, nor to modify any of the existing facilities. Staff members will move any non-permanent items at their own discretion. Observatory staff will not handle, move or store crew/photographer equipment.
- Electrical outlets will be provided up to a safe amperage load, based on the capacity of facility circuits. If crew equipment may exceed normal limits, generators must be provided at the crew's expense.
- Crew vehicles must be parked in areas designated by Lowell Observatory. Parking in fire lanes, private drives, or on sidewalks is not permitted for an extended period of time.
- Smoking is not permitted on Observatory premises under any circumstances. Food and beverages are allowed outside and in specific indoor areas. The crew is responsible for the disposal of all debris in the proper receptacles.

- Lowell Observatory reserves the right to cancel or reduce the period of access due to natural causes such as lightning, high winds, threat of forest fire, etc. In case of such a cancellation, the fee will be fully refunded or prorated.
- Lowell Observatory retains the right to a first-generation copy of any footage (not news gathering material) for use with proper credit in other programming. Lowell greatly prefers copies in a common, current format.

Violation of the access policy or other potentially disruptive or dangerous behavior by crew members will result in immediate cessation of access.

Agreement Clause:

Date of Access: \_\_\_\_\_ Access Fee: \_\_\_\_\_

Beginning Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

Facility(ies) desired: \_\_\_\_\_  
 \_\_\_\_\_

Name, Address and Phone of Company	Producer/Representative Name and Title
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_____	_____
_____	_____
_____	

As an authorized representative of \_\_\_\_\_  
 (Company name or individual), I state that I have full right and authority to enter into the above agreement with Lowell Observatory and I agree to follow the policy or void my right of access to Lowell Observatory facilities and staff.

\_\_\_\_\_  
 Producer or Representative's Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Lowell Observatory Staff's Signature

\_\_\_\_\_  
 Date