

PHOTOGRAPHY, RECORDING AND FILMING POLICY

Policy Statement

Rosenberg Library is well known for its wealth of services, media, information and historic resources. Photography and filming, as described below, are allowed to the extent that they do not interfere with library services and are consistent with the library's code of conduct. This policy assures that a library customer's identity, location, and reading choices will be respected and only published with customer consent.

Definitions

The terms "photograph" or "photography", "recording" or "filming" are used generally and refer to any method including photography, filming, videotaping or any other process of still or moving image or audiovisual capturing in any method used now or in the future.

General Policy

Permission is required for any filming or photography that includes one or more of the following:

- is commercial
- could potentially disrupt operations
- requires permission from people who may be filmed while at the library
- requires special accommodations/preparation ahead of time

To request permission to film or photograph on Library property, please complete and submit an Application and Agreement for Commercial Filming and Photography. In addition to the application, please submit Proof of Liability Insurance, as described below.

Requests for permission to film, photograph or record must be made at least two (2) weeks prior to the requested date. Permission should be submitted to Rosenberg Library Administration.

The Library may terminate any session that appears to compromise public safety or security of people, buildings, or collections.

The photographer or production company will compensate the library for any staffing, at overtime rates, and other expenses necessary to open, secure, and monitor library premises during the requested photography or filming. These charges, if any, would be based on the nature of the request and will be communicated to the applicant prior to approving the request.

Approvals of Requests

The Rosenberg Library Executive Director is responsible for reviewing and granting permission to photograph/film/record the interior of library buildings, setting the conditions under which the photographing may take place, or to deny permission.

Insurance Requirements

Please read the insurance information below and provide it to your insurance company so they may bind an appropriate policy. (NOTE: Student filmmakers will need to check with their educational institution to ensure they are covered under the institution's insurance policy and provide the name of the instructor and class under which the filming will occur.)

Items outlined below indicate the MINIMUM insurance coverage. The applicant shall carry insurance in the types and amounts indicated below for the duration of the requested photography. Others providing services for this event may also be required to provide insurance as identified by the description of their

services. Additional insurance requirements may be requested depending upon the nature of the filming activity after receipt of the filming request.

Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 CSL per occurrence for coverage A (bodily injury and property damage) & B (personal and advertising injury). Coverage for products and completed operations shall also be provided with a limit of \$500,000. The policy shall contain the following provisions:

- Independent Contractors coverage.
- Rosenberg Library listed as additional insured.
- 30 day Notice of Cancellation in favor of the Rosenberg Library.
- Waiver of Transfer Right of Recovery Against Others in favor of the Rosenberg Library.

Commercial Filming and Photography. The policy shall contain the following additional provisions:

- Medical expense coverage with a limit of \$10,000 for any one person.
- Fire Legal Liability with minimum limits of \$50,000.

Insurance General Policy Requirements (to be reviewed by Contractor and Contractor's Insurance Company)

The Contractor must complete and forward the standard certificate of insurance to the Library before the Agreement is executed as verification of coverage required in subparagraphs above. The Contractor shall not commence work until the required insurance has been obtained and until such Insurance has been reviewed by the Library. Approval of insurance by the Library shall not relieve or decrease the liability of the Contractor hereunder.

The Contractor's insurance coverage is to be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best Ratings of B+ VII or better.

All endorsements naming the Library as additional insured, waivers and notices of Cancellation endorsements as well as the certificate of insurance shall indicate:

Rosenberg Library. 2310 Sealy St. Galveston TX 77550

The "other" insurance clause shall not apply to the Library where the Library is an additional insured shown on any policy. It is intended that policies required in the Agreement, covering both the Library and Contractor, shall be considered primary coverage as applicable.

If coverage is underwritten on a claims made basis, the retroactive date shall be coincident with the date of this Agreement and the certificate of insurance shall state that the coverage is claims made and the retroactive date shall be shown. The Contractor shall maintain coverage for the duration of this Agreement and for a two year period following the end of this Agreement. The Contractor shall provide the Library annually with a certificate of insurance as evidence of such insurance.

If insurance policies are not written for amounts specified above, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Agreement or as required in the Agreement.

The Contractor shall be responsible for premiums, deductibles, self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the certificate of insurance.

The Contractor shall defend, indemnify and hold harmless the Library and its respective officers, agents and employees from any and all claims, damages, losses, demands, suits, judgments and costs, including court costs and attorney's fees, arising or resulting from the negligent performance of services by the Contractor.

The Library reserves the right to review the insurance requirements set forth during the effective period of this Agreement and to make reasonable adjustments to insurance coverage, limits and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, and the claims history of their industry or financial condition of the insurance company as well as the Contractor.

The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of the Contractor.

Photographic Releases

Photographers filming or photographing on Library premises have sole responsibility for gaining all necessary releases and permissions from persons who can be identified in any photography. The library undertakes no responsibility for obtaining these releases.

Nonprofit, Academic or Research Projects

If a photographer working on nonprofit, academic, or research projects has a project that may affect the library, they must receive permission and coordinate the project in advance.

Using library facilities as interview venues for unrelated stories as well as photographing library users for opinion polls or “person on the street” interviews is prohibited without prior approval from the Executive Director.

Researchers and journalists are responsible for obtaining their own permissions when photographing copyrighted material in the library.

Amateur Photography

Casual amateur photography by customers and visitors is permitted inside library facilities so long as additional equipment such as tripods and/or lighting is not used and filming only captures the image of the person filming or of people who have provided express permission to be filmed/recorded. Photographing the exteriors of library buildings does not require permission; photography may not impede the ingress or egress of visitors or staff to or from any Library building. There may be designated areas in library locations and/or exhibition areas or other areas or events where photography is prohibited.

Media Requests

For interviews and other news media related requests related to the Rosenberg Library, please contact the Communications Coordinator.