



Public Affairs Office **Film/Photography/Drone Request**

The conditions below govern filming and photography by individuals, commercial production companies, and media (“applicant”) at cemeteries and memorials managed by the American Battle Monuments Commission (ABMC). A form is not required to cover official ABMC ceremonies such as D-Day, Memorial Day or Veterans Day. However, media and organizations intending to film at one of these events should RSVP to publicaffairs@abmc.gov.

Applicants seeking permission to film, use a drone or take photographs at an ABMC cemetery or memorial must complete and sign this form and submit the form, along with the required supporting documents specified below, for review and approval by the ABMC Public Affairs Office. By submitting the form, the applicant acknowledges they understand and accept all stated conditions.

For film requests, ABMC requests a script or summary providing enough details for ABMC to determine whether the proposed film is appropriate to an ABMC site.

The completed application and any required documentation should be emailed to filmrequest@abmc.gov. Please allow 10 business days for processing. The ABMC Public Affairs Office will only review and process applications once all required documentation is received.

Please type responses or ensure they are legible. Should you have any questions, please email us at filmrequest@abmc.gov.

ABMC will not approve requests that are not related to ABMC’s commemorative mission and simply use the cemetery as a backdrop, or requests that have a commercial, advertising, political or partisan purpose.

If the request is approved, film crews and photographers must check-in with the ABMC public affairs representative or ABMC representative on site prior to any filming or photography.



Film/Photography/Drone Conditions

Permission to film or photograph at ABMC cemeteries and memorials is subject to the applicant's agreement to fully comply with the following conditions:

1. Filming or photography will not disrupt or intrude upon the privacy of visitors paying respect to the war dead nor interfere with the work of ABMC employees.
2. Filming and photography will be accomplished at no cost to ABMC or the U.S. Government and will be scheduled between 9 a.m. and 5 p.m. (local time for the individual ABMC property). Drones can only be flown outside of opening hours and flights must be approved and coordinated in advance.
3. No modification of existing terrain features will be allowed. Construction of any kind undertaken by the applicant must be approved in advance by ABMC. Approved construction will be accomplished at the applicant's expense, will be temporary, and will be removed at the applicant's expense.
4. The applicant agrees to promptly reimburse ABMC for the costs of:
 - a. Restoration of any damage to ABMC facilities caused by the applicant (excepting reasonable wear and tear from approved use);
 - b. Removal of any construction or equipment which the applicant fails to timely and fully remove;
 - c. Restoration of any area where construction has occurred;
 - d. Staff and/or security guards required after hours to support filming; and
 - e. Additional staff and/or security guards required during business hours to support filming.
5. The applicant further agrees that:
 - a. Reasonable determination of the amount of any restoration and removal costs due shall be made by a representative of ABMC following an inspection of the site;
 - b. A representative of the applicant may accompany the ABMC representative on the inspection and provide comments on any problem areas identified;
 - c. Participation in the inspection is the only process for the applicant to have input in the determination of required reimbursements; and,
 - d. The inspection will not be delayed if a representative of the applicant is not present.



6. Except if due to the negligence of ABMC or the U.S. Government, applicant waives any and all claims against ABMC or the U.S. Government for any injuries, death, property damage, or loss of profits that may occur to the applicant or applicant's employees, or any other person or entity either directly or indirectly, during filming or photography at ABMC sites.
7. Applicant agrees to indemnify and hold ABMC harmless against any claim by a third party of unauthorized use of trademarked or copyrighted material or infringement of rights of publicity (name, image, or likeness) arising from any publication or program that incorporates film or photography taken at an ABMC site.
8. Other than the performance of their routine responsibilities, ABMC employees on duty will not perform or provide services or support to any filming or photography activity without the approval of ABMC Public Affairs.
9. Prior to filming or photography, the applicant will submit the following documentation to the ABMC Public Affairs Office for review and approval:
 - a. For motion film and video: a script, storybook, story synopsis, or film scenario.
 - b. For still photography: a synopsis of the intended use of the photographs and, if applicable, the book manuscript pages the photographs will accompany or illustrate.
 - c. A listing of all personnel, equipment and vehicles to be used in the film production or photography.
 - d. Proof of adequate insurance coverage for any person participating in the film production or photography, as well as any spectator who may be at the site and might be injured as a result, directly or indirectly, of the filming or photography. Adequacy of coverage will be as determined by ABMC, acting reasonably.
10. ABMC acknowledges that, unless specified otherwise in writing, the applicant shall be the sole and exclusive owner of the entire copyright and all other rights of every kind in and to the results and proceeds of film material and photography taken at the cemetery and/or memorial site and that the applicant shall be entitled to assign, license and/or exploit the same by all means and all media throughout the world in perpetuity. The applicant shall be entitled to assign the benefit of this agreement to any third party but shall remain liable for the applicant's obligations under this agreement.
11. Applicant agrees that film material and photography taken at the cemetery and/or memorial site may not be used to raise funds or to advertise, market or promote any commercial product, program or service without the express written consent of ABMC, except that applicant shall be entitled to use film material and photography of the cemetery and/or memorial in connection



with promoting, advertising and publicizing the program or publication for which filming and/or photography was specified on this application and within the supporting documentation.

12. Applicant agrees that film material and photography taken at the cemetery and/or memorial site may not be used in support of or in connection with any political campaign or referendum, or in support of any political candidate, party, or advocacy group.
13. Upon approval of this application, no changes or modifications to the approved terms and conditions of the project will be permitted without written approval. In the event of any actions inconsistent with the approved terms and conditions, ABMC has the authority to immediately revoke the permit to film at the requested locations.
14. This permit will be construed, and the rights and obligations thereunder will be governed by the laws applicable to contracts of agencies of the U.S. Government executed in the District of Columbia, United States of America, as interpreted by the applicable U.S. Federal Courts located in the District of Columbia, regardless of the place of execution or performance.

FOR DRONES

Drone flights for professional/commercial filming/photography must be made by professional operators duly authorized by the local Civil Aviation Authority (CAA).

The company must present proof of authorization issued by the local CAA.

In all cases, direct overflight of any individual is prohibited and a minimum horizontal distance of 100 feet (30 meters) shall be maintained at all times between the Unmanned Aerial Vehicle and any individual on the ground unrelated to the drone's activity.

Flying a camera-equipped UAV is not allowed near crowds or over public spaces in urban areas or over roads and streets. Drone flights are only allowed outside of public operating hours at ABMC sites.

Companies are required to provide these documents along with this signed request:

- Proof of local CAA authorization
- Proof of professional insurance
- A flight plan for the UAV

ABMC has drone footage of its sites available for download and use at <https://www.flickr.com/photos/usabmc/>.



YOUR APPLICATION

(Please complete this form entirely and in English)

Applicant Name: _____

Agency/Organization: _____

Address: _____ Country: _____

Telephone/Mobile: _____ Email: _____

Website: _____

Number of people in the crew: _____

What types of equipment will you and/or your crew bring on the day of the photo or film shoot?

List the ABMC cemetery or memorial where the crew requests to film/photograph:

ABMC will not approve requests for a range of dates. Please provide specific dates and times to ensure we have staff to support your request if approved.

Requested Date: _____ Hours: From _____ To _____

Back-up date in case of inclement weather: _____ Hours: From _____ To _____

Type of content requested (select): Video Still Photography Drone*

**See the [“For Drones”](#) section to ensure all required documentation is submitted.*

Purpose of film/photographs (program/publication name): If the images filmed or photographed will appear online, please include the website where the content will appear:



Please provide a detailed synopsis of your project to include how ABMC and/or its site will be featured in the project and how your project aligns with ABMC's commemorative mission.

Would you like a tour of the site before filming? Yes No

Do you need an interview with an ABMC spokesperson? Yes No

If you answered "yes" to the previous question, in which language are you requesting an interview?

If you answered "yes" to the previous question, please provide topics for questions or actual questions for the interview.

I UNDERSTAND AND AGREE TO COMPLY WITH THE CONDITIONS STATED ABOVE:

Signature: _____ Date: _____

Print name: _____