

Regulations for Photography at Weiwuying National Kaohsiung Center for the Arts

Approved on August 22, 2018 by the Board

Article 1. Scope

The Weiwuying National Kaohsiung Center for the Arts (hereinafter referred to as this venue) has established this regulation to assist and standardize the sharing of public resources and enhance the efficient utilization of this venue.

Article 2. Location

The outdoor venue (east, west, south, north sides), outdoor theatre, and Banyan Plaza (see diagram) are available for photography at this venue.

Article 3. Categories

The photography referred to in this regulation refers to the act of taking photographs (video) at this venue. All categories of photography shall be submitted before the deadline specified in this regulation and only performed upon passing review by this venue. The categories are as below:

- I. Commercial: Photography for graphic design, Internet, film, television programming, advertisement, music video, and other types unrelated to the second category.
- II. Non-profit or non-commercial: Photography for government propaganda with positive social impact or other non-profit purposes verified by this venue.
- III. Personal archive, media interview, wedding photography, academic visit, and photography authorized by this venue are not applicable to this regulation.

Article 4. Qualification

Natural person, registered legal person, school, government agency, and public institution (hereinafter referred to as applicant).

Article 5. Application

I. Application Process

Online application only. The applicant shall submit and upload the following to the “Photography Permit Application” section of the official website no later than 30 days (referring to business days hereinafter in this regulation) before the date of photography:

- i. Photography permit application form.
- ii. Digital files of the registration documentation of the applicant and front/back ID of the person in charge.
- iii. Photography proposal plan (including script, site plans, staff list, and prop illustration etc.)

II. Application Review

- i. This venue will review the application with 10 days after receiving the application and notify the results by phone or e-mail. This venue reserves the right to revoke the application in case of operation concerns and questionable photography subjects.
- ii. Invalid or missing documentation must be resubmitted within the deadline as notified by this venue. Failure to do so will result in termination of the application.

III. Venue Review Meeting

This venue will, depending on the application, request the applicant to cooperate with the relevant personnel of this venue to conduct on-site inspection review within 7 days from the date of notice to confirm the venue layout, electrical circuitry, and photography location. If there is any violation of this regulation or the relevant regulations of this venue during the site inspection, the applicant may waive the application, or this venue may cancel the application.

IV. Contract Signing and Payment

- i. The applicant shall fill out two of the contract form for this venue. The application information is part of the contract and is of equal authenticity with the contract.
- ii. The applicant shall sign the contract within 3 days after the venue inspection review and pay the deposit and hiring fees. Failure to do so will result in termination of the application.
- iii. Payment
 1. This venue accepts ATM transfer, online transfer, and bank remittance.
Bank Account
Bank Name: Taishin International Bank
Bank Code: 812
Account No.: 2015-01000-38335
Account Name: Weiwuying National Kaohsiung Center for the Arts
 2. The applicant shall keep the origin copy of the invoice for verification purposes.

Article 6. Photography Hours and Fees

I. Hours

- i. Weekdays from Monday to Thursday 11:00-21:00; holidays and the day before are not available for photography.
- ii. Photography hours are subject to change in case of safety and operation concerns.

II. Fees

- i. Deposit: NT\$50,000. Upon completion of the photography, the applicant shall restore the venue to its original state within the hired time. Any additional fees for the venue hiring service will be deducted from the deposit and insufficient funds shall be paid by the applicant. The deposit is refunded in full without interest after this venue has completed inspection and verified the condition of the venue.

ii. Fee Chart

| Location \ Category | Commercial | Non-profit or Non-commercial |
|---|-------------------------|------------------------------|
| | Standard Fee (per hour) | Standard Fee (per hour) |
| Outdoor Venue, Outdoor Theatre, Banyan Square | NT\$6,000 | NT\$3,000 |
| <p>Note</p> <ul style="list-style-type: none"> ⊙ Hiring hours include installation, arrangement, photography, and restoration time. ⊙ Additional service fees shall be charged for extra time used. Minimum of one hour shall be charged. ⊙ The abovementioned fees do not include service charges for labor, equipment, and other spaces. | | |

Article 7. Cancellation

- I. If the applicant cannot perform the photography according to the original applied schedule, the applicant shall notify this venue 7 days in advance via e-mail to reschedule or cancel the application. The applicant may only be rescheduled once, and paid fees cannot be refunded. Special circumstances verified by this venue are exempt from this regulation.
- II. If the photography is cancelled or interrupted due to weather conditions or in the event of force majeure, the applicant shall reschedule or cancel the photography. If the photography cannot be rescheduled, this venue will refund the deposit and hiring fees for the venue without interest to the applicant.
- III. The original copy of the insurance policy for the rescheduled photography upon approval by this venue shall be submitted to this venue for review no later than the first day of the rescheduled photography.

Article 8. Restrictions

- I. The act and location of photography by the applicant shall adhere to the approved application. All images and video from the photography shall not be retransmitted and used outside the scope of the application.
- II. The applicant shall be held legally responsible for any acts or finished products of the photography that are in violation of the law or public order, cause damages to the facilities and equipment of this venue, result in personal injury or death, subject to unprofitable administrative sanctions on this venue, or other behaviors that may impact the image and reputation of this venue, and shall be responsible for compensation for damages to this venue and third-parties.
- III. The applicant shall obtain consent if the photography and finished products infringe on the portrait and trademark rights of this venue or third-party and bear all costs and legal responsibilities. The applicant shall be responsible and held liable for compensation in damages claimed against this venue due to said infringement.
- IV. The applicant shall be responsible for safety and public order without affecting the guests and working staff during the photography under the supervision of this venue and shall not violate the relevant laws and other regulations of this venue.
- V. In accordance with the relevant provisions of the Tobacco Hazards Prevention Act, this venue is fully smoke-free except for designated smoking areas and is subject to relevant laws and regulations.
- VI. This venue will may request the photography be stopped if noise being generated is affecting nearby residents and the applicant shall not object to the decision.
- VII. All vehicles shall not enter Banyan Square without consent from this venue. Delivery vehicles are restricted to the designated location (in front of the parking bend) and must leave immediately after loading and unloading. The applicant shall be responsible for damages done to the ground surface of Banyan Square.
- VIII. The applicant shall not use props and devices that cause damage to the venue. All equipment shall be organized, cables and wires shall be properly planned and fixed by the trough cover. The applicant shall immediately clean and restore the venue after the photography is completed.
- IX. Basic electrical power is provided by this venue. The applicant shall not use external power sources or related equipment without consent from this venue and the applicant shall be held liable for any electrical accident or damage as a result.
- X. The application shall obtain consent upon investigation by this venue for props and equipment such as rails, cantilever, overhead equipment, and drones etc.
- XI. Rubber feet or wood planks must be installed under the equipment to protect the ground from structural damages and the applicant shall be held responsible for damages caused to the ground.

- XII. The applicant shall adhere to the “Civil Aviation Law of the Republic of China” and “The Civil Aeronautics Administration of the Ministry of Transportation and Communications: The Rule and Regulation of Obstruction to Flying Aircraft” for operating drones. The applicant shall be held legally responsible for property damages, personal injury or death, invasion of privacy, or in violation of the law against this venue or third-party and bear the relevant damages and fines.
- XIII. All photography subjects, actors, staff, and accompanying person must wear their work permit during the photography and follow the access rules of this venue.
- XIV. Wireless devices such as walkie-talkie and microphone must not interfere or interrupt the operation of this venue.
- XV. The applicant shall not modify, adjust venue facilities, equipment, and devices without consent.
- XVI. The applicant shall not engage in explosion, create smoke, set fire, or use open flames that may result in fire hazards in this venue.
- XVII. The applicant shall, in its name, be the insured (the premium shall be borne by the applicant) with public accident liability insurance for the photography duration. The applicant shall submit the original copy of the insurance policy for review by this venue at the latest on the first day of the photography. The insurance contract (insurance policy) signed by the applicant and the insurance company shall be marked with “Any change or termination of this insurance policy will be invalid without the consent of the Weiwuying National Kaohsiung Center for the Arts.” This venue may request the applicant to insure fire insurance for this venue as the beneficiary and the premium shall be paid by the applicant. The original copy of the insurance policy shall be submitted before the deadline as indicated in the previous provision. The insurance period shall include the planning, arrangement, and photography to cover the venue restoration period.
- XVIII. This venue will terminate the photography permit in violation of any of the abovementioned provisions for all photography categories.

Article 9

If the applicant shall violate any of the provisions in this regulation and the applicant’s photography permit is terminated by this venue, the photographs and works produced with the photography permit shall not be distributed. In case of serious circumstances, the applicant shall be permanently barred from subsequent photography permits.

Article 10

The “Venue Hiring Service Policy for Weiwuying National Kaohsiung Center for the Arts” and “Public Area Management Guideline for Weiwuying National Kaohsiung Center for the Arts” for this venue will become additional references for photography services in case of insufficiencies in this regulation.

Article 11

This regulation will be implemented upon approved by the board of directors and submitted to the supervisory authority for future reference. The same holds true for amendments.