

CITY OF LOS ANGELES
DEPARTMENT OF AIRPORTS

FILM PERMIT

The Board of Airport Commissioners Resolution No. 18978 authorizes:

The Executive Director, or designee, to issue permits for the use of all facilities under the control and jurisdiction of the Department of Airports for the purpose of taking motion pictures or still photographs for commercial use, subject to the approved terms and conditions specified by the Executive Director, or his/her designee.

Described below are the conditions, procedures, and policies governing obtaining and using a valid film permit with the City of Los Angeles, Department of Airports a.k.a. Los Angeles World Airports (hereinafter referred to as "LAWA").

1. All permits shall be issued by the Executive Director, or his/her designee (hereinafter collectively referred to as "Executive Director") subject however, to the right of the Executive Director, or his/her designee, to specify which facilities/locations may be used, the hours during which the facilities/locations may be used, and to impose such conditions in each instance as are necessary to ensure that the operations approved shall not interfere with the integrity of the ongoing operations of aviation commerce related activities or the safety of such operations, nor unduly inconvenience the public using the terminal facilities. Notwithstanding the foregoing, the Production Company's use of the Los Angeles International Airport (hereinafter referred to as "LAX"), Ontario International Airport (hereinafter referred to as "Ontario"), Palmdale Regional Airport (hereinafter referred to as "PMD"), and/or Van Nuys Airport (hereinafter referred to as "VNY") airport facilities shall take place at the dates and times to be agreed upon by the parties pursuant to good faith negotiations. LAWA acknowledges and agrees that it will undertake to make good faith efforts, consistent with its business necessities and security considerations, to provide Production Company with film permits providing access to the portions of LAX, Ontario, PMD, and/or VNY (hereinafter referred to collectively as "Airport") requested by Production Company, on a schedule consistent with Production Company's production schedule. To the extent it is unable to do so at any particular time, it shall endeavor to notify Production Company on a timely basis if it is unable to provide Production Company with such access with sufficient notice to Production Company to enable it to make other arrangements for a particular shoot or episode. LAWA acknowledges and understands that Production Company has relied on this promise of access in order to film its project (hereinafter referred to as "Program"). LAWA shall not withdraw or withhold such access or withhold any permit other than on emergency or security based grounds, or LAWA's sole discretion for a breach of this Agreement.

2. Permits must be obtained by airport tenants (Airlines, Fixed Base Operators, Concessionaires, etc.) for all film/photographic/video production work being conducted on property leased at the Airport under the control and jurisdiction of LAWA.

3. Production activities shall not disrupt ongoing airport/airline operations.
4. Production Company is responsible for all Production Persons in attendance at the Airport filming location. The term Production Persons shall be defined as including, but not limited to the following: executive producer, producer, director, assistant director, cast, crew, agents, contractors, sub-contractors, clients and invitees of the Production.
5. Production Persons must strictly confine themselves to the designated area that has been permitted/approved for production related activities.
6. Production Company shall provide a copy of the script and/or storyboard to the Film Coordinator or his/her designee (hereinafter collectively referred to as "Film Coordinator") upon request. LAWA agrees that it does not have the right to any creative control over the content of the Program or any advertising or promotion for the Program.
7. Production Company shall provide in writing to the Film Coordinator, a 'letter of intent' containing the following information:
 - a) number of cast and crew/personnel, clients/invitees
 - b) production dates (specify prep, strike and filming)
 - c) arrival and departure hours
 - d) number and type of production vehicles
 - e) items of equipment to be used, e.g. cranes, scissor lifts, etc.
 - f) lighting requests
 - g) identification and use of large, disruptive, and/or hazardous props, e.g. weapons, picture vehicles, etc.
 - h) aircraft (specify type and use)
 - i) special effects requests, e.g. rain/smoke, explosives, etc.
 - j) identification and use of animals
 - k) alteration requests, e.g. painting/sign removal, etc.
 - l) stunt requests
8. Production Company will be charged for the use, if any, of airport personnel and for any facility or location usage. The Film Coordinator prior to the production start date will provide the estimate of charges.
9. All payments for fees due LAWA, shall be made in advance, unless credit arrangements, satisfactory to the Executive Director, are made in advance. Deposits guaranteeing payment of fees and charges in an amount equivalent to 120% of the estimated charges will be required prior to production start. Excess deposits will be refunded upon completion of the billing process.
10. Cancellations or charges in production starting times which are made within twenty four (24) hours of the scheduled production date, will cause the Production

Company to be charged for Airport personnel assigned for the day of production in question.

11. The determination as to the necessity of the use of personnel of LAWA shall rest with the Executive Director, whose decision shall be final and conclusive.

12. Production Company shall provide evidence of insurance, which is satisfactory to the Executive Director, prior to entering upon Airport property for film/photographic/video/production/pre-production purposes. Insurance requirements are determined by the Executive Director and include where specified: Comprehensive General Liability, Excess/Umbrella Liability, Comprehensive Automobile Liability, Workers Compensation and Aviation/Aircraft Liability.

13. When activity is conducted in a security identification display area or any sterile area of the Airport, the Production Company must meet current Federal Aviation administration, Transportation Security Administration, and Airport security requirements.

14. Production Company shall furnish the Executive Director with a complete written list of full legal names with dates of birth of all Production Persons who will be in attendance at the Airport location. If required to do so by the Executive Director, Production Company shall provide the social security numbers of all production persons who will be in attendance at the Airport location.

15. Each 'production person' shall provide photo identification and submit to personal search if asked to do so by the Executive Director acting within applicable federal, state, and/or municipal statutes, codes, ordinances, and/or guidelines.

16. All production vehicles, including picture vehicles and private vehicles shall be subject to search.

17. All Production Persons are required to wear badges for identification purposes when not acting in a scene. These badges must be made to comply with specifications including but not limited to those of size, color, material, etc., to be determined by the Executive Director or his/her designee.

18. Production Company shall provide and display disclaimer placards when directed to do so by the Executive Director. Production Company will indemnify, defend, keep, and hold the City of Los Angeles, including its Board of Airport Commissioners, officers, employees, agents, and servants harmless from any and all costs, liabilities, damages, and/or expenses (including costs of suit, fees and legal services) claimed by anyone by reason of injury to or death of persons or damage to or destruction of property, including property of Production Company, sustained in, on, or about Airport, arising out of Production Company's use or occupancy at/or Airport, or arising out of the acts and/or omissions of Production Company, its directors, officers,

employees, agents, servants, contractors and/or sub-contractors of any type or kind acting within their scope of employment or agency.

19. Production activity involving special effects, stunts, props, property use and facility involving cast or other Production Persons, shall be kept away from public view at the discretion of the Executive Director.

20. No weapons/ammunition of any kind, either functional or non-functional, may be brought to Airport property without the permission of the Executive Director, such permission shall not be unreasonably withheld. Handling, usage and storage shall be determined by the Executive Director or his/her designee.

21. All special effects, stunts, lighting, props (including vehicles, aircraft and animals) and property use, shall be assessed on an individual basis. Permission for usage/employment shall be granted at the discretion of the Executive Director. The time, place and manner of usage/handling shall be reasonably determined by the Executive Director.

22. No animals, other than professionally trained animals, which shall be under the supervision, handling, and care of a professional trainer/handler at all times, shall be brought onto Airport property without prior approval of the Executive Director.

23. All Fire Safety rules and regulations shall be adhered to by Production Company. Production Company shall contact the Fire Department jurisdictional representative specified for the particular filming location. Fire Department representative Information may be obtained from the Film Coordinator.

24. Smoking is prohibited in all restricted areas. Restricted areas include the Air Operations Area and buildings owned by LAWA.

25. All cable shall be flown, unless otherwise specified.

26. No person shall drive or walk on the airfield unless under positive escort, or explicit permission is granted by the Executive Director.

27. No privately owned vehicles shall be allowed on the Air Operations Area.

28. Production vehicle curbside unloading shall be limited to 'key' vehicles, e.g. equipment trucks. Key vehicles will be determined by the Film Coordinator. These vehicles must be attended at all times. Production vehicle placement will be determined by the Film Coordinator.

29. LAWA reserves the right to photograph, film or videotape production activity when taking place at facilities under its control. LAWA shall not film, photograph or videotape (hereinafter collectively referred to as "filming") while the

Production Company is filming scenes without the permission of the Production Company.

30. Filming/photography/videotaping of the security screening areas or in the security screening areas, is prohibited.

31. LAWA acknowledges and agrees that (i) all rights of every kind in and to all photography and sound recordings made pursuant to the terms and conditions of this Permit, which may include the lighted columns, designation signs, directional signs, and/or welcoming signs (including the freestanding "Welcome to LAX" sign located at the entrance to LAX) on or about Airport that are owned by LAWA shall be solely owned in perpetuity by Production Company and its licensees, successor and assigns ("Successors") for use in the Program, in advertising and promotion of the Program in any media whatsoever, whether now known or as hereafter devised and/or developed; (ii) neither LAWA nor any tenant or other party now or hereafter having an interest in the Airport, nor any party claiming through or under any of the foregoing, shall have any interest or claim in any such rights. Any filming by Production Company of any murals within or on Airport shall be done with the prior written consent of the owner of the respective mural.

32. Any alteration, relocation or removal of Airport property, i.e., painting, carpeting, set dressing, shall be done only with the permission of and under the supervision and direction of the Executive Director.

33. All production locations shall be left in, or restored to the original condition by the Production Company via the means and manner determined by the Executive Director, unless otherwise specified.

34. Production Company shall provide sufficient trash receptacles for filming location and remove same from Airport property at the close of production activity, unless otherwise specified by the Film Coordinator. Film Coordinator shall inspect and approve the clean-up effort upon completion.

35. Use of Airport equipment, electricity, water, and property (other than structures) e.g. escalators, baggage, carousels, etc., is prohibited without prior permission from the Film Coordinator.

36. Production Company directional signs placed along route to and from production location must be removed upon completion of production activity.

37. All Production Persons are required to be familiar with and obey the rules contained herein. Additionally, said Production Persons shall comply with the Airport security requirements in effect at the time of production.

38. Cooperation shall be given to all Federal Agencies.

39. The LOS ANGELES WORLD AIRPORTS appreciates being credited in commercial production projects whenever possible. Please identify in the following manner: PRODUCTION ASSISTANCE PROVIDED BY LOS ANGELES WORLD AIRPORTS.

40. Production Company shall keep and hold the City of Los Angeles, its Board of Airport Commissioners, its officers, agents, and employees free and harmless from any and all liability, costs, damage or expense (including cost of suit and reasonable attorney's fees) claimed by anyone by reason of death or injury to any person, or for damage to any property, sustained in, on or about the Airport arising out of Production Company's activities therein or thereon; and shall further hold the City of Los Angeles, its Board of Airport Commissioners, its officers, agents or employees free and harmless from any claim or claims for death, injury, and/or damage to the person or property of the Production Company, its officers, agents or employees arising out of Production Company's activities on the Airport.

41. Production permit may be terminated by the Executive Director for failure to comply with the above-mentioned conditions, procedures and policies. In the case of any failure to comply that does not pose a threat to the safety or security of the airport, or of disrupting its activities, or of violating FAA or other federal, state or municipal statutes and/or codes, Production Company shall be given written notice of such failure, and an opportunity to cure within twenty-hour (24) hours of receipt of such notification.

42. The breach, revocation, voiding, and/or cancellation of this Agreement shall not affect Production Company's rights under this paragraph with respect to photographs, films, and/or recordings already made.

43. If any provision of this Agreement is determined to be void by any Court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement, and all such other remaining provisions shall remain in full force and effect.

44. This Agreement is entered into in Los Angeles, California. This Agreement shall be construed in accordance with the laws of the State of California. Venue shall lie in the appropriate Federal or State Court located in the County of Los Angeles. The prevailing party in any action to enforce its rights under this Agreement shall be entitled to costs of suit and reasonable attorneys' fees and costs.

The undersigned has read, understands and, on behalf of Production Company, agrees to comply with the foregoing conditions, rules and regulations contained herein. The undersigned represents to LAWA that he/she is authorized to sign on behalf of Production Company.

Name (Please Print) _____

Title _____

Signature _____ Date _____

Project Title _____

Airport Filming Location _____

Production Company _____

Address _____

City _____ State/Zip Code _____

Telephone _____

Filename: 4_NH01!.doc
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Settings\Temporary Internet Files\OLK183
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Keywords:
Comments:
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Last Saved By: a25jcs
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Number of Words: 2,506 (approx.)
Number of Characters: 14,287 (approx.)