

**Austin-Bergstrom International Airport
City of Austin Department of Aviation**

**Rules
Photography, Filming, and Videotaping at Airport**

I. AUTHORITY AND PURPOSE

1. These rules are adopted by the Executive Director, City of Austin Department of Aviation pursuant to Chapter 17-2 of the Austin City Code.
2. The purpose of these rules is to establish guidelines under which the Department of Aviation, acting through its Director, or designee, may consider requests from persons to take still, motion pictures, or videotape for commercial use, public exhibition, publication, or display, or to film any motion picture, television program or commercial advertisement on Airport property.
3. These rules are not applicable to taking of still or motion pictures or video taping (a) by Airport Users for personal non-commercial purposes, or (b) by the press or news media in covering newsworthy events at the Airport.

II. DEFINITIONS

1. Airport – The City of Austin Austin-Bergstrom International Airport.
2. Airport User – Any person using or patronizing the Airport or any authorized service or business at the Airport, and includes, without limitation, travelers, persons meeting, greeting, or transporting travelers, and the officers and employees of the City, Airport tenants and contractors.
3. Applicant – A person applying for a Permit to engage in Photography at the Airport.
4. City – The City of Austin, a Texas home-rule municipal corporation.
5. Day – a calendar day; i.e. a period of 24 hours commencing at 12:00 a.m.
6. Department – The City of Austin Department of Aviation.
7. Department Official – The officer of the Department designated by the Director to administer these rules.
8. Director – The Director of the City of Austin Department of Aviation.
9. Permit – A written authorization to engage in Photography at the Airport.
10. Permit Holder – An Applicant who has been granted a Permit.
11. Photography – shall include the taking of still or motion pictures or video taping for commercial use or public exhibition, publication, or display, or the filming of any motion picture, television program or commercial advertisement, at the Airport.
12. Pre-Production – Ancillary activities on the Airport that are necessary to prepare the Premises for Photography.

13. Premises – That portion of the Airport or Airport Terminal for which a Permit Holder has been granted a Photography Permit.
14. Post-Production – Ancillary activities on the Airport that are necessary to restore the Premises to their original condition after Photography.

III. POLICY

1. A person may not take still or motion pictures or video tape for commercial use or public exhibition, publication, or display, or film, make, or produce any motion picture, television program or commercial advertisement, on any portion of the Airport, including, but not limited to, the Airport Terminal, unless that person completes a Permit application for such Photography in the form adopted by the Director, and the application is approved by the Department Official or Director.
2. Applications for a Permit shall be submitted to the Department Official at least ten (10) working days prior to the commencement of any on-airport Photography or pre-production activity. The Director may waive the ten working day advance filing requirement upon written request for good cause shown. Permit applications shall be considered in a fair, impartial, and content-neutral manner, and processed on first-come, first-served basis, subject to availability of space. If a Permit application is denied, the Applicant shall be informed of the grounds for denial. Grounds for denial of a Permit application shall include:
 - a. Failure of the Applicant to file a complete and accurate application, or to supplement upon request the application with additional information reasonably required by the Department to consider the application;
 - b. The making of any false statement or misrepresentation in the application, or the failure to disclose any material fact, which if disclosed, would cause the application to be denied;
 - c. The failure of the Applicant to pay outstanding damage or payment claims arising out of prior Permits, or to provide surety bonds, or liability insurance, if required.
 - d. Lack of available space;
 - e. The proposed Photography would adversely affect the safe, orderly and efficient operation of the Airport, disrupt travel, impair airport security measures, or materially increase congestion at the Airport.
 - f. Preservation of public health and safety;
 - g. Interference with flight operations at the airport;
 - h. Compliance with applicable Federal, State or local laws, statutes, ordinances, rules and regulations governing operation and security of the Airport, including, but not limited to, regulations promulgated by the Federal Aviation Regulations and Transportation Security Regulations;
 - i. Construction, repair or maintenance activities at the Airport;
 - j. An airport emergency;

- k. The termination of a prior Permit by the Applicant within the previous twelve months for failure of the Permit Holder to comply with Permit conditions.
3. The Permit shall be in writing, incorporate the provisions of these rules and such other terms and conditions as the Director may reasonably require, and must be executed by the Director or Department Official and an authorized officer of the Applicant prior to commencing Photography at the Airport. A Permit grants the Permit Holder only a license to use the Premises in accordance with the terms of the Permit and these rules. It is not a lease and creates no estate or property interest in the Permit Holder to the Premises. A Permit is personal to the Permit Holder, and may not be assigned or transferred in whole or in part.
4. The use by the Permit Holder for Photography shall at all times be subordinate to the use of the Airport for aviation purposes. Due to space and design limitations of the Airport and the Airport Terminal, the Director may reasonably limit the kind, duration, and location of the Photography.
5. Default and Termination.
 - a. A Permit may be terminated upon notice to the Permit Holder upon the occurrence of any of the following:
 - i. The making of any material false statement or misrepresentation, or the failure to disclose material information, in the application for a Permit.
 - ii. Failure of the Permit Holder to pay any fee, charge, or other amounts due the City under the Permit, or to comply with the terms of the Permit and these rules, and such violation is not promptly cured upon notice from the City; provided, however, no prior notice and opportunity to cure shall be required if the nature of the violation presents an immediate danger to public health or safety, airport security, or interferes with airport or flight operations.
 - iii. Natural disaster, acts of God, unanticipated damage or destruction to Airport property, Airport emergency, Airport Security requirements, requirements of law, rules, regulations, an order of a court or regulatory agency having jurisdiction, or other cause not within the control of the City.
 - b. If a Permit is terminated under section 5.a.i or 5.a.ii., the Department Official shall not approve another Permit application by the Permit Holder for a period of twelve months. Upon termination of a Permit, the Permit Holder shall immediately leave the Airport together with all of its personal property.
6. The denial or termination of a Permit by the Department Official may be appealed to the Director. Appeals shall be in writing and must be submitted to the Director within five days of the date of denial or termination.
7. Unless otherwise expressly agreed by the Director in writing, all Permits shall be subject to the following conditions:
 - a. Photography shall be limited to the Premises designated in the Permit.
 - b. A Permit Holder shall not Photograph any Airport User without the User's consent.

- c. A Permit Holder may not obstruct, impair or interfere with the free movement of pedestrian or vehicular traffic, or the conduct of any authorized business at the Airport.
- d. Except for persons in front of the camera during actual Photography, each person engaged in Photography shall wear an identification badge while on Airport property that prominently displays the person's name, and the name of the group or organization holding the Permit. Permit Holder shall provide the Department Official with a list of contact persons responsible for the Premises. The list shall include numbers that can be called during any 24-hour period and on weekends. The Department Official shall provide Permit Holder a list of names and phone numbers for Permit Holder to call in case of an emergency.
- e. If any property damage or personal injury results from a Permit Holder engaging in Photography at the Airport, the Director may condition the issuance of any other or future Permit to Permit Holder upon the posting of a damage deposit, surety bond, or liability insurance in an amount determined by the Director.
- f. The Permit Holder shall provide all equipment and materials necessary or appropriate, to conduct the activities authorized under its Permit, consistent with the requirements of these rules. An Applicant shall identify in its application any special equipment or materials that it proposes to supply or use on the Premises. The Department Official may deny or restrict the use of such display materials or equipment. Set-up and removal of equipment will be the responsibility of the Permit Holder.
- g. Smoking is not permitted inside City-owned buildings.
- h. The Department does not provide reserved or free parking. Permit Holders may park in the Airport's public parking lots at their own expense.
- i. In conducting Photography in an outdoor location, the Permit Holder expressly assumes all risks relating to weather. The term of a Permit will not be extended, nor will the location of the authorized Premises be changed, due to inclement weather.
- j. Nothing herein is intended, or shall be construed, to grant any person rights to conduct Photography on areas of the Airport exclusively or preferentially leased to any Airport tenant, without the prior express written consent of such tenant.
- k. A Permit Holder shall not conduct any activity on the Airport under a Permit for more than eight hours in any Day, unless expressly authorized in the Permit. Additional Fees may apply for extended daily hours of Photography.

8. Fees and Payments.

- a. Permit Holder shall pay the City's actual cost for City staff, and utilities and security used to escort, support or assist the Permit Holder. The hourly reimbursement rate for City staff is as follows:

Airport Operations Specialist	\$40.28
Airport Operations Supervisor	\$46.64
Security and Ground Transportation Controller	\$28.64

Security and Ground Transportation Supervisor	\$33.15
Other	\$37.00

The City shall give the Permit Holder a written estimate of the amount the Permit Holder will be required to reimburse the City for staff time and utilities. The Permit Holder shall pay the City the estimated cost in advance prior to commencing any filming activities. After the completion of filming activities, the City shall calculate the actual amount owed for City staff and utilities, and if the actual amount exceeds the pre-paid estimate, the City shall invoice the Permit Holder for the difference. The Permit Holder shall pay the City's invoice within thirty (30) days after City the difference upon receipt of invoice. All payments shall be made payable to the City of Austin, Attn: Accounts Receivable, Austin-Bergstrom International Airport, 3600 Presidential Boulevard, Austin, Texas 78719. The Director may, upon written request of the Applicant, waive or reduce the charges authorized under this Section for certain Applicants, such as students or non-profit charitable organizations, if the imposition of such charges would impose financial hardship.

9. Use of Premises by Permit Holder.

- a. The Permit Holder must scout the Premises before the day or days of actual Photography.
- b. Areas of the Airport that may be restricted for purposes of Photography include, without limitation, the Air Operations Area, Sterile Area, Security Identification Display Area, and the Passenger Screening Points.
- c. Permit Holder shall not make any modifications, alterations, or other changes ("Changes") to the Premises, even if temporary in nature, without the Director's prior written approval. Such approval may be granted, denied, or conditioned, in the Director's sole and exclusive discretion. Any approved Changes to the Premises will be at Permit Holder's expense and Permit Holder shall coordinate such authorized Changes with the Department Official. Upon termination of this License, Permit Holder shall, at its sole expense, dismantle and remove any Changes and restore the Premises to its original condition. Permit Holder shall pay for all labor or materials furnished in the authorized repair, replacement, development or improvement of the Premises, and shall keep the Premises and Airport free and clear of any mechanic's or materialmen's lien or encumbrance of any kind whatsoever created by act or omission of Permit Holder, its agents, employees or contractors.
- d. Permit Holder, at Permit Holder's expense, shall provide janitorial and custodial services to maintain the Premises in a clean, neat and sanitary condition. Permit Holder shall provide for an adequate and sanitary means for garbage collection on and removal from the Premises at its expense. Permit Holder shall keep the Premises clean and free of litter and debris at all times. Upon expiration, or termination, of a Permit, the Permit Holder shall remove all equipment and sets from the Premises, return the Premises to the City in the same condition it was in at the inception of the Permit term, and shall repair any damage to the Premises, or the property of the Airport, or any of the Airport Users caused by the Permit Holder, its agents, employees, representatives or customers. If Permit Holder fails to comply with the

provisions of this subsection, the City may clean the Premises or make any necessary repairs, and the Permit Holder shall reimburse the City for such cost.

- e. The Department shall have the right of access to the Premises at all reasonable times. Permit Holder will provide keys or cards to the Department Official to facilitate access to the Premises.
- f. In its use of the Premises, Permit Holder shall comply with all applicable State, Federal, and City laws, ordinances, rules, and regulations regarding its work, and the operation, maintenance and use of the airport, including, but not limited to Federal Aviation Regulations, Transportation Security Regulations, and OSHA regulations. PERMIT HOLDER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST, AND SHALL TIMELY PAY, ALL FINES OR PENALTIES IMPOSED FOR VIOLATIONS OF SUCH LAWS, ORDINANCES, RULES AND REGULATIONS BY PERMIT HOLDER, OR ITS AGENTS, EMPLOYEES, OR CONTRACTORS.
- g. No hazardous materials or toxic substances shall be kept, stored, used or discharged on Premises without the prior written consent of the Director, which may be denied or granted subject to such conditions as the Director may deem appropriate in its absolute discretion. Permit Holder shall comply strictly with all applicable Federal, State, and local laws, ordinances, rules and regulations that are intended for the protection of the environment or govern, control, restrict or regulate the use, handling, treatment, storage, discharge, disposal or transportation of hazardous materials or toxic substances. PERMIT HOLDER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM PERMIT HOLDER'S USE, HANDLING, STORAGE, OR DISCHARGE OF HAZARDOUS MATERIALS OR TOXIC SUBSTANCES ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL COSTS TO REMOVE, REMEDIATE, ASSESS, TEST AND DISPOSE OF SUCH HAZARDOUS MATERIALS OR TOXIC SUBSTANCES, AND FOR BODILY INJURY, DEATH, OR DAMAGE TO, OR LOSS OF USE OF, PROPERTY.
- h. Permit Holder shall secure the Premises. Permit Holder shall be solely responsible for the security of its personnel and equipment. City personnel shall have the authority to prohibit any activity when necessary to protect airport property and equipment or the public health and safety; however this shall not decrease the liability of Permit Holder in any way.
- i. Permit Holder shall provide fire extinguishing equipment at its own expense, as directed by the Department Official.
- j. Permit Holder shall use only the designated route to and from the Premises indicated in the Permit. Permit Holder shall insure that its personnel, visitors, and contractors use only the designated vehicle parking area. Permit Holder shall advise its personnel and visitors that entrance to areas of the Airport other than the designated Premises is strictly prohibited.
- k. Permit Holder shall not permit the use or possession of firearms, alcoholic beverages, illegal drugs, or controlled substances on the Premises.

- l. The Permit does not grant Permit Holder the right to use those portions of the Airport exclusively leased to airport tenants, such as airlines or concessionaires. Nor does it grant Permit Holder any rights to use, photograph, or reproduce any signs, logos, trademarks, or other property of tenants. Permission to use tenant property (including intellectual property) must be obtained directly from the applicable tenant(s). PERMIT HOLDER SHALL HOLD THE CITY HARMLESS FROM AND AGAINST ANY CLAIMS OF SUCH TENANTS AGAINST THE City ARISING OUT OF ANY UNAUTHORIZED USE OF TENANT PROPERTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY, BY PERMIT HOLDER.
 - m. The City reserves the right of flight for the passage of aircraft above the Premises, and such right of flight includes the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or hereafter used for navigation of or flight in the air, and the right to use said airspace for landing at, taking off from or operating aircraft on or over the Airport. Permit Holder shall not permit or create any electrical or other interference with radio communications between the Airport and aircraft. Permit Holder may not install any lighting on the Premises that would make it difficult for pilots to distinguish between Airport lights and those of Permit Holder, impair visibility in the vicinity of the Airport, or otherwise endanger landing, taking off, or maneuvering of aircraft.
 - n. Permit Holder agrees that no person, on the grounds of race, color national origin, age, sex, or handicap, shall be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the use of the Premises under the Permit. Permit Holder shall comply fully with all provisions of Public Law 101-336, Americans with Disabilities Act of 1990 to the extent applicable.
10. Department of Aviation Responsibilities.
- a. The Department shall provide Permit Holder reasonable access to the Premises for the purposes intended under this Permit.
 - b. The Department shall not be obligated to make any improvements or repairs whatsoever to the Premises while in use under this Permit. In the event that the Premises or the utility services to the Premises become unsuitable for the uses intended under the Permit, the Department shall have no obligation to either repair or remedy any defects causing such event, nor shall the Department be obligated to provide suitable replacement facilities.
 - c. The Department shall provide electric, gas, water, wastewater, and drainage utility services associated with the Premises. Permit Holder shall maintain electric loads within the designed capacity of the system.
11. Insurance and Liability.
- a. Permit Holder shall carry and maintain insurance coverages as reasonably required by the Director and specified in the Permit for the duration of the Permit, and shall furnish the Director with certificates evidencing such coverage prior to commencing Photography. Commercial advertisement and television and motion picture production must carry commercial general liability and, if applicable automobile and

aircraft liability insurance, with minimum policy limits of not less than \$1,000,000 combined single limit.

- b. PERMIT HOLDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, "INDEMNIFIED PARTIES") AGAINST ANY CLAIMS, CAUSES OF ACTION, LIABILITY, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION (COLLECTIVELY "CLAIMS"), FOR (A) BODILY INJURY OR DEATH TO ANY PERSON, (B) DAMAGE TO PROPERTY OF ANY PERSON, RESULTING FROM, OR ARISING OUT OF, THE WILLFUL MISCONDUCT OR NEGLIGENCE OF PERMIT HOLDER, OR ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, THE INDEMNIFIED PARTIES, OR OTHER PARTICIPANTS IN THE ACTIVITIES SPONSORED AND CONDUCTED BY PERMIT HOLDER, OTHER THAN CLAIMS TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.
- c. IN NO EVENT SHALL CITY BE LIABLE TO PERMIT HOLDER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING UNDER OR CONCERNING THIS AGREEMENT. PERMIT HOLDER'S EXCLUSIVE REMEDY IN THE EVENT OF BREACH BY THE CITY SHALL BE A REFUND OF ANY FEES AND PAYMENTS ACTUALLY MADE TO THE CITY.

12. Special Provisions applicable to Permits for the use of the Airport as a location in a Motion Picture or Television Show.


- a. The Applicant must provide the Director with a copy of the script for the motion picture or television show, and the story boards for all scenes to be shot at the Airport with its completed Application. The Applicant may not thereafter modify the script or story boards in any manner that would embarrass or tarnish the image of the City, the Department, or the Airport.
- b. In the event of a claim by the City against Permit Holder arising under or concerning this License, City agrees that it shall not be entitled, to enjoin, restrain or interfere with the advertising, distribution, or exhibition of the motion picture or television show. The City expressly reserves all other rights or remedies against Permit Holder under the Permit, at law, or in equity for breach of the Permit, including but not limited to, its rights of suspension or termination.
- c. Subject to the terms of the Permit and these rules, and with full reservation of all of the City's trademark and other intellectual property rights in and to "Austin-Bergstrom International Airport" and the associated Airport logo, all rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made in connection with the use of the Premises by Permit Holder shall be and remain the sole and exclusive property of Permit Holder, including, without limitation, the perpetual and irrevocable right and Permit to use and re-use said photography and/or said sound recordings in connection with any motion picture or

television show as Permit Holder shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion picture or television show, in any manner whatsoever and at any time by all means media, devices, processes and technology now or hereafter known or devised in perpetuity.

- d. Any film or television production receiving a benefit under these Rules shall place a credit on each film or television episode providing: "Thank you to the City of Austin for its generous support of this production. Filmed on location in Austin, Texas, U.S.A" or a similar credit.

13. Miscellaneous.

- a. Permits granted under these rules are made under the laws of the State of Texas, and any disputes that arise under or concern the Permit shall be governed by the laws of the State of Texas, without regard to conflicts of laws principles. Venue for any suit at law or in equity involving the Permit shall be proper and lie exclusively in Travis County, Texas.
- b. If any covenant, condition, or clause, herein contained in these rules or any Permit granted hereunder, is held to be invalid or unenforceable by a court of competent jurisdiction, such finding shall not affect the validity or enforceability of any other provision of these rules or the Permit, and the remainder shall be construed and enforced as if the invalid or unenforceable provision were never included in the Policy or Permit.
- c. In any action brought by the City for the enforcement of the obligations of Permit Holder, the City shall be entitled to recover interest at the maximum lawful rate, reasonable attorney's fees and court costs and other expenses of litigation.



Jim Smith
Executive Director, Department of Aviation
Date: 4/24/09