



NORFOLK AIRPORT AUTHORITY

NORFOLK INTERNATIONAL AIRPORT

FILM PERMIT POLICY

In order to promote the safe, orderly and efficient operation of the Norfolk International Airport (the "Airport"), the Norfolk Airport Authority (the "Authority") has established the following policy for issuance of a valid film/photographic/video permit (a "Film Permit") at the Airport.

1. All permits shall be issued by the Authority's Executive Director or his/her designee, (hereinafter collectively referred to as "Authority"), subject to the right of the Authority to specify which facilities and locations may be used, the hours during which the facilities and 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, the safety and security of such operations, nor unduly inconvenience the public using the Airport.
2. Applications for a permit shall be submitted to the Authority at least ten (10) calendar days prior to the start of any on-airport photography or pre-production activity.
3. The Authority will make a good faith effort, consistent with its business necessities and security considerations, to provide the film production company with a Film Permit as requested. In its sole discretion, the Authority may deny a permit for any reason, including but not limited to:
 - 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 Authority to consider the application;
 - Making false statements or misrepresentations in the application, or the failure to disclose any material fact, which if disclosed, would cause the application to be denied;
 - Failure of the applicant to pay outstanding damage claims arising out of prior permits, or to provide security deposits, surety bonds, or liability insurance, if required;
 - Lack of available space;
 - Negative impact on the safe and efficient operation of the Airport, disruption of travel, impairment of security measures, or material increase

of congestion at the Airport;

- Preservation of public health and safety;
 - Interference with flight operations at the airport;
 - Failure to comply with 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 Administration and Transportation Security Administration;
 - Construction, repair or maintenance activities at the Airport;
 - An Airport emergency. Emergencies include, but are not limited to, natural disasters, acts of God, unanticipated damage or destruction to Airport property, security requirements, an order of a court or regulatory agency having jurisdiction over the Airport, or other cause not within the control of the Authority;
 - The termination of a prior permit by the applicant for failure of the permit holder to comply with permit conditions;
4. Should the Authority issue a Film Permit, such permit shall not replace or render unnecessary any other permit required by law.
 5. Production activities shall not disrupt ongoing operations of the Airport or its tenants. Nothing herein is intended, or shall be construed, to grant any person rights to conduct photography in areas of the Airport exclusively or preferentially leased to any Airport tenant, without the prior express written consent of such tenant. Production activities, filming, photography, or videotaping of property, signs and logos of Airport tenants and advertisers must have the express consent and authorization of those tenants and advertisers.
 6. The production company shall warrant that its project is compatible with both Airport operations and the community with respect to issues such as noise, traffic, schedule and scale. No production company shall be permitted to obstruct, impair or interfere with the free movement of pedestrian or vehicular traffic. The Authority may require the production company to warrant that its activities will not be intrusive to either residential or commercial neighbors of the Airport.
 7. The production company is responsible for all production personnel at the Airport filming location. The production company personnel must confine themselves to the designated area(s) which have been permitted/approved for production related activities.
 8. The production company shall provide the Authority with a description of all

equipment and materials that will be used in connection with the production activities. All equipment and materials may be subject to inspection by the Authority.

9. Prior to filming, the Authority shall have the discretion to require a representative from the production company to attend a mandatory site visit with Authority personnel. The purpose of a site visit is to coordinate logistics such as parking requirements, shooting schedule, equipment staging, security, and public safety issues.
10. At its discretion, the Authority may assign an Authority representative to serve as an escort. This escort shall be present on the film set at all times to monitor the film production. The Authority may also require the production company to designate one of its employees to serve as the official contact person who the Authority can contact 24 hours a day, seven days a week, to discuss any developing problems or existing questions.
11. The Authority may assess a charge for permit application processing, along with a charge for commercial filming on Airport property. Should the Authority assess a fee for either service, the Authority may issue an invoice to the production company. The production company shall be required to submit prompt payment. If a production company is delinquent or no payment is remitted, the Authority may pursue all available remedies at law until the account is settled.
12. The production company shall provide a certificate of insurance, naming the Authority as certificate holder, which is satisfactory to the Authority, prior to the commencement of production activities. Insurance requirements are determined by the Authority and may include Comprehensive General Liability, Automobile Liability, Excess/Umbrella Liability, Workers Compensation and Employers Liability. At its discretion, the Authority may also require the production company to procure, and continuously maintain during the term of the permit, Commercial General Liability Insurance with minimum limits of \$1,000,000 per occurrence for bodily injury and property damage. The production company shall furnish such other insurance as the Authority may from time to time reasonably require to cover the activities covered under this permit. This paragraph shall not limit or otherwise affect the obligations of the production company as set forth in any other paragraph of this permit.
13. Production Company shall provide and display disclaimer placards when directed to do so by the Authority. At its discretion, the Authority may also require all production company employees to wear ID badges while on premises. Should the Authority require badge identification, such badge should display the person's name, photo, and the name of the organization that holds the permit. Failure to display a badge could result in removal from the Airport.
14. No production company shall bring hazardous materials onto the Airport.

15. Smoking is prohibited on the Airport.
16. Use of the Airport public address system for production activities is prohibited.
17. Scenes in public view involving weapons, acts of violence, or breaches of security are prohibited.
18. Production activities within the secured, sterile or aircraft operations areas of the Airport are prohibited.
19. Production activities, filming, photography, or videotaping of the passenger and baggage screening or in those areas are prohibited.
20. Use of Airport equipment, electricity, water and property such as escalators, elevators, baggage claim devices, and moving sidewalks is prohibited without prior permission of the Authority.
21. The Authority, in its sole discretion, may place prohibitions on any film activities involving any stunts, balloons, pyrotechnics, animals or any potential runway incursions. The Authority may also issue express limitations on the amount of noise and light that may be produced.
22. The production company, its employees, invitees, and those doing business with it shall conduct its operations in such a manner so as not to annoy, disturb or be offensive to others at the Airport, and shall maintain all property under its control in a clean and orderly manner as prescribed by the Authority. The production company shall obey all rules and regulations of the Authority.
23. The production company must conduct any filming of Airport passengers at a distance sufficient enough for identities to remain anonymous unless the film production is using actors. No Airport user may be filmed without that user's written consent. The Authority shall have the discretion to require that the production company obtain a signed release for any unauthorized filming of the general public. The production company warrants that the Authority is not responsible for any claims of right of publicity violations.
24. Any real property used by the production company shall at all times be made accessible to police, or other emergency personnel, for public health, safety, and general welfare. If filming is conducted in an interior location, the Authority shall have the discretion to require that a fire safety officer be present at the filming location. If a production company utilizes high efficiency lights and/or electrical dependent equipment during its filming project, the Authority shall have the discretion to require the production company to secure the services of an authorized electrician. In addition, any costs incurred by the Authority, including but not limited to the use of any equipment, the assignment of Authority

employees, and the dispatch of any police and fire personnel must be reimbursed to the Authority by the production company.

25. Any alteration, relocation, or removal of Airport property shall be done only with the permission of and under the supervision and direction of the Authority.
26. Production company signs of any nature are prohibited without prior permission of the Authority. If approved, the signs must be removed immediately upon completion of the production.
27. 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 Authority. The production company shall remove its trash from Airport property at the completion of each day's film production activities. Upon completion of all filming activities, the production company shall exit the Airport promptly, together with all of its personal property.
28. All curbside vehicular activity (including parking, stopping, unloading, loading, and staging) must be pre-arranged with the Authority. Production-related vehicles may not be left parked at the curbsides unattended, and those vehicles parked in the public parking facilities are subject to the posted fees.
29. Areas for the staging and feeding of production company personnel must be arranged with the Authority. The production company shall be subject to the fees and costs associated with these areas.
30. All cables and cords must be covered so as not to be a safety hazard to the public, tenants or employees of the Airport.
31. The production company shall keep and hold the Authority, its commissioners, officers, employees and agents 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 the production company's activities therein or thereon; and shall further hold the Authority, its commissioners, officers, employees or agents 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, employees or agents arising out of the production company's activities at the Airport.
32. The production company agrees to assume the risk for any and all defects and/or other conditions, whether these defects or other conditions are dangerous and/or whether these defects or other conditions are discoverable by either party, and/or known or unknown to either party. The production company further agrees that the Authority assumes NO responsibility or liability for any defects or other conditions of the Airport, dangerous or otherwise, whether the conditions are

known or unknown to either party, and/or discoverable by either party. Furthermore, the Authority disclaims that the Airport is appropriate for the intended purpose of the production company, artistic or otherwise.

33. The production company agrees that at no time will it discriminate against any employee or applicant for employment based upon race, religion, national origin, sex, age, pregnancy, marital status, disability, or any other category which has been the subject of local, state or federal prohibition. In addition, the production company shall not discriminate based on the aforementioned factors in any contract, transfer, use, occupancy, tenure, or enjoyment of the Airport or any operations or activities conducted at the Airport.
34. The production company shall immediately inform the Authority of any suspected or discovered violation of any applicable environmental rule, regulation, or law. The Authority reserves the right to notify the appropriate authorities concerning any such suspected or discovered violation. Further, the production company shall agree in advance of filming to comply with all environmental laws, rules, regulations, orders and/or permits applicable to its operations on or in the vicinity of the Airport.
35. The film permit may be terminated by the Authority for failure to comply with the above mentioned conditions, procedures and policies contained herein. In the case of any failure to comply that does not pose a threat to or the safety or security of the Airport, or of disrupting its activities, or of violating Federal Aviation Administration, Transportation Security Administration or other federal, state or local Regulations and/or codes, the Authority may halt the production until the infraction of rules and regulations regarding conditions, procedures and policies stated in the film permit document are corrected.
36. Location Release: The production company and its employees, agents, contractors and representatives are granted access to and from, and the use of, the Airport for production activities, filming, photography, or videotaping for use in any and all other programs, projects and productions of the production company and/or its affiliates, licenses, successors and assigns, and any authorized versions thereof (collectively referred to hereinafter as the "Program"). This authorization includes, but is not limited to, the filming, photographing and videotaping in the public areas of the Airport, its contents and the persons therein (employees, tenants, the public or otherwise who have individually consented to being filmed) for possible use in the Program. The access to and from and the use of said property is subject to compliance with all security, safety and operational rules and regulations applicable to the property. Subject to the permit, the production company shall have total ownership for perpetuity and throughout the world and shall have all rights in and to the Program and all film, photographs, videotapes, and/or recordings of any kind made by it, and its employees, agents, contractors and representatives, on or about the Airport, and that production company, its affiliates, licenses, subsidiaries, successors, and assigns may exhibit, distribute,

broadcast, display or otherwise use this film, photographs, videotapes and/or other recordings, in whole or in part, throughout the world, with or without copyright, in any existing or future media, including without limitation broadcast or cable television, satellite transmission, films, videotapes, videocassettes, digital video discs, the print media, the Internet and/or by any method or device now known of hereafter devised, in connection with the Program.

Approved effective January 22, 2008.

Charles W. Braden
Associate Vice President, Market Development

**FILM PERMIT
FOR NORFOLK INTERNATIONAL AIRPORT**

Dates of Permit _____

Location and activities permitted _____

Restrictions _____

The undersigned has read, understands and, on behalf of the production company, agrees to comply with the conditions, rules, and regulations contained in the Film Permit Policy attached hereto. The undersigned represents to the Authority that he/she is authorized to sign on behalf of the production company.

Name (Please Print) _____

Title _____

Signature _____ Date _____

Production Company _____

Address _____

City _____ State/Zip Code _____

E-Mail _____

Telephone _____

Fax _____

Accepted and approved on behalf of the Norfolk Airport Authority by:

Name (Please Print) _____

Title _____

Signature _____ Date _____