



DALLAS /FORT WORTH INTERNATIONAL AIRPORT
 3200 EAST AIRFIELD DRIVE, P.O. BOX 619428
 DFW AIRPORT, TEXAS, 75261-9428

PUBLIC AFFAIRS DEPARTMENT
 PHONE +1 972 973 5555
 FAX +1 972 973 5556

PHOTOGRAPHY / VIDEOTAPING / FILMING PERMIT APPLICATION

Applicant: Please fill out this section (Please print legibly)	
APPLICANT FIRM/NAME:	
APPLICANT ADDRESS:	
City / State / Postal:	
CONTACT NAME:	
CONTACT TITLE:	
Telephone:	Main: _____ Mobile/Alternate: _____
Fax number:	
E-mail address:	
TYPE OF SHOOT:	Video / Film / Still Photography / Other (Specify)
EFFECTIVE DATE/TIME:	(Starts)
EXPIRATION DATE/TIME:	(Ends)
LOCATION REQUESTED:	
CREW INFORMATION:	(Number of Persons/Gear)
APPLICATION DATE:	
For completion by the Public Affairs Department of the DFW International Airport Board	
PRIVILEGE / PURPOSE:	
FEES:	\$600 per half day (0-4 hours) \$1000 per day (4-8 hours)
TOTAL FEES DUE:	
CONDITIONS:	<ul style="list-style-type: none"> • All guests in secured areas of the Airport must be escorted at all times by badged personnel, with no more than five guests per badged employee escort. • Vehicles parked at terminal curbside may not be left unattended. • Equipment, bags and/or cases may not be left unattended in the terminals. • Personnel must comply with all security directives and security employees. • All shoot dates and times must be finalized at least 10 calendar days in advance of actual shooting date. • This permit is invalid unless signed by a DFW Airport representative. • Permittee must carry approved and signed permit while on premises.
APPROVAL:	
Please fax completed application (all pages) to DFW Public Affairs at 972 973 5556	

PHOTOGRAPHY / VIDEOTAPING / FILMING POLICY

Permissions. The Permittee may not take still or motion pictures for commercial use or public exhibition, publication, or display, or produce any motion picture, television program or commercial advertisement, on any portion of the Airport grounds unless that person completes a Permit application for such photography in the form adopted by the DFW Airport Board's Department of Public Affairs and that application is approved by the Department. Completed applications should be faxed to DFW Public Affairs at 972-973-5556. Any and all Permittees shall be escorted by a member of the Public Affairs Department or a designee while on the premises.

Exceptions. Permits are not needed for the taking of still or motion pictures or videotaping (a) by Airport users for personal non-commercial purposes, or (b) by accredited news media in covering news events or filming documentary productions at the Airport.

Application for Permit. Applications for a Permit shall be submitted to the Department at least ten (10) calendar days prior to the start of any on-airport photography or pre-production activity. 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:

- 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;
- 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;
- The 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;
- The proposed photography would affect the safe and efficient operation of the Airport, disrupt travel, impair security measures, or materially increase 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 Regulations and Transportation Security Regulations;
- Construction, repair or maintenance activities at the Airport;
- An Airport emergency;
- 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.

Permit. The Permit shall be in writing, incorporate the provisions of these rules and such other terms and conditions as the Department may reasonably require, and must be executed by the Department 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. The use by the Permit Holder for photography shall at all times be subordinate to the use of the Airport for aviation purposes.

Revocation and Termination. A Permit may be revoked or terminated upon the occurrence of any of the following:

- The making of any material false statement or misrepresentation, or the failure to disclose material information, in the application for a Permit.
- Failure of the Permit Holder to pay Permit Fees or other amounts due the Airport 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 Airport; 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.

- Natural disaster, acts of God, unanticipated damage or destruction to Airport property, Airport emergency, 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 Airport.
- Upon termination of a Permit, the Permit Holder shall immediately leave the Airport together with all of its personal property.

Appeal. 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.

Limits. All Permits shall be subject to the following conditions:

- Photography shall be limited to the premises designated in the Permit.
- All members of the Permit Holder's crew must remain under escort of the Airport Public Affairs Department representative or designee, and must remain within plain sight of the escort at all times while in secured areas of the Airport. All Permit Holder crew members in secured areas of the Airport must be escorted by a badged Airport employee escort at all times, at the rate of no more than five persons per badged employee escort.
- A Permit Holder shall not photograph any Airport User without the User's consent.
- 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.
- 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 displays the person's name, and the name of the group or organization holding the Permit. Permit Holder shall provide the Department 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 shall provide Permit Holder a list of names and phone numbers for Permit Holder to call in case of an emergency.
- If any property damage or personal injury results from a Permit Holder engaging in photography at the Airport, the Department 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 Department.
- The Permit Holder shall provide all equipment and materials necessary 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 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.
- Smoking is not permitted inside any Airport buildings.
- The Department does not provide reserved or free parking. Permit Holders may park in the Airport's public parking lots at their own expense.
- In conducting photography in an outdoor location, the Permit Holder expressly assumes all risks relating to weather. Reasonable accommodations will be made to extend the term of a Permit in cases of inclement weather.
- 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.
- 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.

GENERAL TERMS AND CONDITIONS

USE OF AIRPORT

No Leasehold Interest. Although Permittee may be instructed or allowed to use particular areas of the Airport (Designated Operating Areas) for the exercise of the privileges hereunder,

Permittee acknowledges that this permit is not a lease, that there is no leased premises, and that this permit does not create a leasehold interest in any part of the Airport. The Board may change the Designated Operating Areas at any time and for any reason, in the Board's sole discretion.

No Warranties of Suitability. Permittee acknowledges that the Board has made no representations whatsoever concerning the suitability of any Airport property or facilities for the exercise of the above-stated privileges.

Ingress and Egress. Permittee, its employees, invitees and those doing business with it shall have the right of ingress and egress to the Airport, subject to applicable parking fees, traffic regulations, and other operational rules prescribed by the Board.

Nuisances and Board Rules. Permittee, 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 Board. Permittee shall obey all rules and regulations of the Board as same may be amended from time to time.

Repairs and Improvements. Permittee shall promptly repair or replace any property of the Board damaged by Permittee's operations hereunder. Permittee shall make no improvements or alterations to Airport property without prior approval, in writing, by the Board's Director of Airport Real Estate and the Board's Airport Development Department. The Board or its agents shall have the right at any reasonable time to inspect Permittee's activities pursuant to this permit.

COMPLIANCE WITH APPLICABLE LAWS

General. Permittee shall pay all taxes, fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder, and shall make all applications, reports, and returns required in connection therewith. Permittee shall procure all licenses, certificates, permits or other authorization from all governmental authorities, if any, having jurisdiction over the operations of Permittee at the Airport which may be necessary for Permittee's operations. Permittee shall promptly comply with the provisions of any and all governmental laws, rules, regulations, requirements, orders and directions which may pertain or apply to Permittee's operations at the Airport, including the requirements of the Americans with Disabilities Act. Permittee's obligations to comply with governmental requirements are provided herein for the purpose of assuring proper safeguards for the protection of persons and property and are not to be construed as a submission by the Board to such requirements or any of them.

Non-Discrimination. Permittee agrees that no person shall be excluded from participation in, denied the benefits of, or otherwise discriminated against in connection with Permittee's activities pursuant to any Board permit because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. Permittee shall conduct all of its activities in compliance with and pursuant to Title 49, Part 21 of the Code of Federal Regulations (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), as said regulations may be amended. Permittee shall maintain and, upon demand, make available to an authorized representative of the Board copies of any and all agreements it has made with suppliers, employees or customers, or any other agreements concerning Permittee's operations at the Airport.

Environmental. Permittee shall immediately inform the Board of any suspected or discovered violation of any applicable environmental rule, regulation, or law. The Board reserves the right to notify the appropriate authorities concerning any such suspected or discovered violation. Permittee agrees to comply with all environmental laws, rules, regulations, orders and/or permits applicable to Permittee's operations on or in the vicinity of the Airport, including but not limited to required National Pollutant Discharge Elimination System Permits and all applicable laws relating to the use, storage, generation, treatment, transportation, and/or disposal of hazardous or regulated substances. Permittee shall not knowingly use, store, generate, treat, transport or dispose of any hazardous or regulated substances or waste on or near the Airport without first obtaining prior written approval from the Board's Environmental Affairs Department and all required permits and approvals from all authorities having jurisdiction over Permittee's operations on or near the Airport. If Permittee determines at any time

through any means that any threat of any potential harm to the environment, including but not limited to any release, discharge, spill or deposit of any hazardous or regulated substance, has occurred or is occurring which in any way affects or threatens to affect the Airport, or the persons, structures, equipment, or other property thereon, Permittee shall immediately notify, in person or by telephone: (1) the Board's Environmental Affairs Department, (2) the Board's Fire Marshal, and (3) all emergency response centers and environmental or regulatory agencies, as required by law or regulation, and shall follow such verbal report with written confirmation within seventy-two (72) hours. Permittee agrees to cooperate fully with the Board in promptly responding to, reporting, and remedying any threat of potential harm to the environment, including without limitation any release or threat of release of hazardous or regulated substances into the drainage systems, soils, ground water, waters or atmosphere, in accordance with applicable law or as authorized or approved by any agency having authority over environmental matters. Permittee shall be responsible to the Board, including remediation and all costs associated therewith, for Permittee's action or inaction which is directly or indirectly responsible for any failure of the Airport to materially conform to all then applicable environmental laws, rules, regulations, orders and/or permits. The rights and obligations set forth in this paragraph shall survive the termination of this permit.

INDEMNITIES

Permittee agrees to indemnify, hold harmless, defend and insure the Airport Board, the Cities of Dallas and Fort Worth, their directors, officers, agents, councils and employees from and against any and all claims and causes of action, administrative proceedings, judgments, penalties, fines, damages, losses, demands, liabilities, or expenses whatsoever (including reasonable attorney's fees and costs of litigation, mediation and/or administrative proceedings) which may be brought, alleged, or imposed against the Board, the Cities of Dallas and Fort Worth, their directors, officers, agents, councils, or employees arising directly or indirectly from or in any way connected with (1) any property damage or loss, personal injury, including death, or adverse effect on the environment, arising out of Permittee's action or inaction with regard to the operations of Permittee hereunder; (2) the failure of the Permittee, its agents or employees, to comply with the terms and conditions of this permit, or to comply with any applicable federal, state, or local laws, rules, regulations, ordinances, or orders including, but not limited to, any and all applicable environmental laws, rules, regulations, or orders; and/or (3) release of any hazardous or regulated substances or waste onto, into, or from the Airport, connected in any way with Permittee's operations or action or inaction of Permittee, its agents or employees, regardless of whether the act, omission, event, or circumstance constituted a violation of applicable law at the time of the occurrence. The rights and obligations set forth in this paragraph shall survive the termination of this permit.

INSURANCE

Permittee shall procure, and continuously maintain during the term of the permit, Commercial General Liability Insurance with minimum limits of \$1,000,000 combined single limits per occurrence for bodily injury and property damage, with a company or companies licensed to do business in the State of Texas and reasonably acceptable to Board. Such policies shall be primary without any right of contribution from the Board or the Cities of Dallas or Fort Worth, and such policies shall specifically insure the liability assumed by Permittee. Permittee shall furnish the Public Affairs Department with certificates of insurance evidencing all required coverage and special provisions. Permittee shall furnish such other insurance as the Board may from time to time reasonably require to cover Permittee's activities under this permit. This paragraph shall not be interpreted to limit or affect the obligations of Permittee as set forth in any other paragraph of this permit. Permittee shall not do or suffer anything to be done on the Airport which will increase the rates of fire, liability, or any other type of insurance on the Airport.

MONETARY OBLIGATIONS

Fees. Permittee shall pay all fees in advance. Fees are \$600 for a half-day shoot (4 hours or less) and \$1000 for a full day shoot (4-8 hours). Fees apply to all productions outside the scope of news or news documentary production. All fees should be made payable to "DFW International Airport Board".

Fee Waivers. The CEO of the Airport may, upon written request of the Applicant, waive or reduce the photography Permit Fee for certain Applicants, such as student productions or non-profit organizations.

Credit Terms. If approved in writing by the Airport's Director of Finance, Permittee may receive credit privileges for its operations in accordance with the Schedule of Charges. The extension of credit and the terms thereof shall be within the sole discretion of the Board.

Deposits. For Permits having a term of one day or more, the Permit Holder shall deliver to the Department a security deposit in an amount reasonably determined by the Department. The Security Deposit shall be in the form of cash or an irrevocable letter of credit payable to DFW Airport. The security deposit or any remaining balance thereof shall be returned to Permit Holder within 30 days after expiration of the Permit, provided Permit Holder is not in default.

DEFAULT AND REMEDIES

Default. If the Board is required or reasonably elects to pay any sum or sums, or incurs any obligations or expenses due to the failure, neglect or refusal of Permittee to perform or fulfill any one or more of the conditions, covenants, or agreements set forth in this permit, or as a result of an act or omission of Permittee contrary to said conditions, covenants and agreements, Permittee agrees to pay within ten (10) days the sum or sums so paid or the expenses so incurred, including all interest, costs, damages and penalties, and the same may be added to fees due hereunder.

Restoration of Property. Upon termination of this permit, Permittee shall at its sole expense restore any Airport property under its control to its original condition as required by the Board, exclusive of normal wear and tear. Any property of Permittee placed on or kept at the Airport by virtue of this permit shall be removed on or before the expiration or earlier termination of the permit.

MISCELLANEOUS

No Assignment. This permit shall not be assigned, sold, conveyed, mortgaged, or pledged (other than to an affiliated or related company) without the prior written approval of the Board.

Entire Agreement. This permit constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended except by written instrument duly executed on behalf of the parties.

Notices. All notices hereunder may be delivered or mailed to the Board at the following address, or such other address as designated in writing by the Board:

DFW International Airport Board
Attn: Public Affairs Department
P.O. Drawer 619428
DFW Airport, Texas 75261-9428

DALLAS/FORT WORTH
INTERNATIONAL AIRPORT BOARD

By: _____
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

Legal Counsel for the Board

PERMITTEE or REPRESENTATIVE:

By: _____

Title: _____

Date: _____