

**(Date)**

To: **(Primary Contact Name)**  
**(Company)**  
RE: **(Film Title)**

(Name):

Thank you for your interest in filming at Oakland International Airport. For many film production Companies, local artists and schools, the Oakland Airport has proven to be a great location for various projects. More information about Oakland International Airport as well as filming requirements is available on line at [www.oaklandairport.com](http://www.oaklandairport.com)

To plan for your film or TV project at Oakland International Airport, we recommend scheduling a site visit and tour of the desired film location. OAK staff will meet with your agency representatives to discuss your project in detail.

**(Name)**, enclosed are the necessary documents that must be completed, signed and returned to the Port for approval prior to filming rights being granted.

Exhibit A Letter to the Board of Port Commissioners: provides the applicant's indemnification of the Port, the Board of Port Commissioners, and the Port's officers, employees and representatives thus applicant's assuming liability arising from the permitted use and/or occupancy of Port premises.

Exhibit B Permit Conditions: sets forth the permit conditions and limitations under which filming, photographing or other use of Port premises, facilities and materials is authorized.

Exhibit C Services and Fees: All applicable Fees are listed in this exhibit. Fees will be calculated based on the scope of the project and will be confirmed in writing prior to the issuance of the filming permit.

Exhibit D Permit Application - to be completed by the applicant

Exhibit E Permit for Material use - to be completed and signed by the applicant

Exhibit F Certificate of Liability Insurance - based on the scope of your Companies project, proof of insurance must be provided by your insurer in the amount of \$1 million up to five million dollars. This insurance certificate must be issued naming the Port of Oakland as additional insured.

In an effort to enable Airport administration personnel adequate time to process your permit for filming at Oakland International Airport, we request that all completed forms be submitted two (2) weeks prior to your scheduled filming event. When this is not possible, we will make every effort to process your request for film or photography permit in the most expeditious manner possible.

Sincerely,

Arthur V. Whitmore  
Airport Operations Manager, Landside

Exhibit A

Date:

Board of Port Commissioners, City of Oakland  
530 Water Street  
Oakland, California 94607

Sirs/Madams:

In consideration of the Port of Oakland permitting the undersigned to occupy, to enter, or to use certain Port property described as:

Airfield operational areas and adjacent areas including terminal and roadways immediately in front of terminals.

For a period commencing **(Date)** and ending on **(Date)** a compensation of \$1,000.00 minimum fee to the Port, the undersigned hereby agrees that the Port of Oakland, members of the Board of Port Commissioners, its officers, agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person(s) or death(s) of any person(s) or damages to property of any kind whatsoever, whether the person(s) or property of the undersigned, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof or occasioned by any occupancy, or use of said premises or any activity carried on by the undersigned in connection therewith, and the undersigned hereby covenants and agrees to indemnify and to save harmless the Port of Oakland, members of the Board of Port Commissioners, its officers, agents and employees from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injury or injuries, death(s) liabilities, claims, suits or losses however occurring or damages out of same.

The undersigned shall maintain in force during its occupancy, public liability and property damage insurance, including contractual, completed operations, and owned and non-owned automobile coverage, for the full limits in existing policies, but in no event for less than the sum of One Million Dollars combined single limit; and the undersigned agrees that the Port shall be named as an additional insured by endorsement under such liability insurance policy or policies.

All such policies shall be endorsed with a severability of interests or cross-liability endorsement, reading generally as follows:

Cross Liability – In the event of one of the assureds incurring liability to any other of the assureds, this policy shall cover the assured against whom claim is or may be made in the same manner as if separate policies had been issued to each assured. Nothing contained herein shall operate to increase underwriters' limit of liability.

A certificate and endorsement evidencing such insurance coverage shall be filed with the Director of Aviation or her Designee prior to the commencement of the undersigned's occupancy and said certificate shall provide that such insurance coverage will not be cancelled or reduced without at least thirty (30) days' prior written notice to the Director of Aviation. At least thirty (30) days prior to the expiration of any such policy, a certificate showing that such insurance coverage has been renewed or extended shall be filed with the Director of Aviation. If such coverage is cancelled or reduced, the undersigned shall within fifteen (15) days after receipt of written notice from the Port of such cancellation or reduction of coverage, file with the Director of Aviation a certificate showing that the required insurance has been reinstated or provided through another insurance company or companies.

Notwithstanding any of the foregoing provisions herein to the contrary, the undersigned with the prior written consent to the Executive Director of the Port or his designated representative may maintain a plan of self-insurance affording full protection to the Port for risks covered herein in lieu of any insurance policy or policies. The undersigned agrees that said plan of self-insurance shall provide the Port with the same defense and indemnity that would have been afforded the Port under a policy or policies of liability insurance as otherwise required herein.

Date

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Name / Title (Print)

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Signature

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Company

Exhibit B

## **OAKLAND INTERNATIONAL AIRPORT FILM AND PHOTOGRAPHY PERMIT TERMS AND CONDITIONS**

The Director of Aviation, or his/her designee, issues permits for the purpose of taking motion pictures or still photographs for commercial use, subject to approved terms and conditions. The Airport is a security sensitive environment, certain restrictions may be imposed, and access to certain areas denied. Below are the terms and conditions of OAK filming and photography permits.

1. All permits shall be issued by the Director of Aviation, 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 necessary to ensure that the film production project 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. The Director of Aviation, or his/her designee, shall have the right to terminate such permit without cause.

2. A permit must be obtained by film or TV production companies, including Airport tenants (Airlines, Fixed Base Operators, Concessionaires, etc.) for all film/photographic or video production work being conducted on property leased or occupied under the control and jurisdiction of the Oakland International Airport.

3. Permittee shall provide in writing to the Airport Landside Operations Administrative office a fully completed Permit Application at least two weeks prior to the proposed date of filming.

**Application shall include full information regarding:**

- 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 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.*

4. Permittee applying for a permit shall submit a brief synopsis of the script/storyboard along with the permit application

5. Permittee will be charged fees for the use of Airport personnel and for any facility or location usage. Payment must be in the form of a cashiers check, Company Business Check or Money Order made to the order of: The Port of Oakland

6. All payments for fees due to the Port of Oakland shall be made in advance, unless payment arrangements, satisfactory to the Director of Aviation or his/her designee, are agreed to prior to the date of the film shoot.

7. Permittee shall provide evidence of insurance, which is satisfactory to the Director of Aviation or his/her designee, prior to entering upon Airport property for film/photographic/video production/pre-production purposes.

8. Permittee 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: Cast, crew, agents, contractors, sub-contractors, clients and invitees of the production.

9. Production persons must strictly confine themselves to the designated area which has been permitted/approved for production related activities.

10. Film and TV production projects are usually only permitted in the public (non-secured) areas of the airport, however, if activity is approved to be 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 OAK Airport Rules and Regulations including the Airport Security Program.. A sufficient number of approved escorts must be on-site when in these areas. Additional Fees will be assessed for these services.

11. Permittee shall furnish the Director of Aviation or his/her designee with a complete written list of full legal names of all 'production persons' who will be in attendance at the Airport location.

12. All 'production persons' shall wear temporary identification badges supplied by The Port of Oakland, or identification provided by the Production Company as approved by the Director of Aviation or his/her designee.

13. Each 'production person' shall provide photo identification and submit to personal search if asked to do so by the Transportation Security Administration / DHS, the Alameda County Sherriff, or other Law Enforcement personnel. Permittee must cooperate with all federal, state, and local agencies including law enforcement personnel.

14. All production vehicles, including picture vehicles and private vehicles may be subject to search.

15. Production company may be requested to provide and display disclaimer placards when directed to do so by the Director of Aviation, or his/her designee.

16. No weapons/ammunition of any kind, either functional or non-functional, may be brought to Airport property without the permission of the Director of Aviation or his/her designee. Handling, usage and storage shall be determined by the Director of Aviation or his/her designee.

17. Production activity involving special effects, stunts, props, property use and activity involving cast or other 'production persons', 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

18. Approval for all special effects, stunts, lighting, props (including vehicles, aircraft and animals) and property use, shall be assessed on an individual basis and shall be granted at the discretion of the Director of Aviation or his/her designee.

19. All Fire Safety rules and regulations shall be adhered to by production company.

20. No animals of any kind may be brought to Airport property without prior approval of the Director of Aviation or his/her designee.

21. Animals approved for the Airport location shall, at all times, be under the supervision, handling and care of a trainer/handler.

22. Smoking is prohibited in all Airport buildings and grounds unless specifically indicated.

23. Unless properly secured by a guard, or locked in a storage area, production equipment in the Terminal areas must be supervised at all times. No items shall be left unattended.

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

25. Production vehicle curbside parking shall be limited to 'key' vehicles, e.g. camera truck. Key vehicles will be determined by the Director of Aviation or his/her designee. These vehicles must be attended at all times.

26. The Port of Oakland reserves the right to photograph, film or videotape production activity when taking place at facilities under its control.

27. Filming/photography/videotaping of the security screening areas or in the security screening areas, is prohibited. The TSA will consider requests by commercial entities to photograph Airport screening checkpoints if submitted and approved by the TSA Office of Public Affairs.

28. Any alteration, relocation or removal of Airport property, i.e. painting, carpeting, set dressing, shall be done only with the permission of the Director of Aviation or his/her designee.

29. All production locations shall be left in, or restored to the original condition by the production company . Permittee is responsible for costs borne by the Port to clean, repair or restore facilities.

30. Production company shall provide sufficient trash receptacles for filming location and remove same from Airport property. The Director of Aviation or his/her designee shall inspect and approve the clean-up upon completion.

31. Production company shall appoint a “point person” for contact with the airport. Point person shall be at production site at least 30 minutes prior to the start of production, and remain at site until the Director of Aviation or his/her designee determines the production has been satisfactorily concluded.

32. Use of Airport equipment, electricity, water, property, e.g. escalators, baggage carousels, etc., is prohibited without prior permission.

33. Production company directional signs placed along route to and from production locations must be removed upon completion of production.

34. 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.

35. The Port of Oakland appreciates being credited in commercial production projects wherever possible. Please identify in the following manner: Port of Oakland / Oakland International Airport

36. Permittee shall keep and hold the Port of Oakland, members of the Board of Port Commissioners, its officers, agents and employees free from all liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person(s) or death(s) of any person(s) or damages to property of any kind whatsoever, whether the person(s) or property of the undersigned, its agents or employees, or third persons, from any cause or causes whatsoever while in or upon said premises or any part thereof or occasioned by any occupancy, or use of said premises or any activity carried on by the undersigned in connection therewith, and the undersigned hereby covenants and agrees to indemnify and to save harmless the Port of Oakland, members of the Board of Port Commissioners, its officers, agents and employees from all liabilities, charges, expenses (including counsel fees) and costs on account of or by reason of any such injury or injuries, death(s) liabilities, claims, suits or losses however occurring or damages out of same.

\*\*\*\*\*

I have read, understand and agree to comply with the foregoing conditions, rules and regulations contained herein and am authorized to sign as representative for the (production company).

Name: (Please Print) \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Project Title: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Exhibit C

**FILMING AT OAKLAND INTERNATIONAL AIRPORT**

Services & Rates

<b>Film Type - Note: Rates are per day, plus other associated Fees that may be charged based on the scope of the project</b>	
Feature	\$ 150
Television	\$ 150
Commercial	\$ 150
Industrial	\$ 100
Music Video	\$ 100
Short Subject	\$ 50
Still Photography	\$ 50
Student Projects: Grades K-12	Fee Waived - Letter from school required
Student Projects: Vocational or Trade School, College, University	Fee Waived - Letter from organization required

<b>Services: As determined necessary in support of the project or due to safety and security reasons</b>	
Firefighter or Law Enforcement (ALCO) Services	\$ 55 hr
Security Guard (ABC)	\$20 hr on shift \$40 hr call-in / after shift assignment

<b>Locations: Rates are per hour based on the scope of the project</b>	
Terminal One & Terminal Two (curbside exterior areas)	\$ 500 hr (minimum 2 hours)
Terminal One & Terminal Two (interior ticketing and bag claim areas)	\$ 500 hr (minimum 2 hours)
Roadway Areas	\$ 500 hr plus other associated Fees that may be charged to ensure the safety and security of the cast, crew, or the general public while on Airport property
Oakland Maintenance Center (OMC)	\$ 500 hr (minimum 2 hours)
Tower Lounge	\$600 hr (minimum 2 hours)

<b>Parking: Rates are per hour based on the scope of the project</b>	
Fee assessed based on Oakland Parking Rates	TBD based on the number of parking stalls used in the filming, or for staging ground equipment, creating sets, etc.

Exceptions to fees Assessed

These fees may not apply when such commercial advertising filming activity is conducted exclusively on leased premises, or when such activity is sponsored by an airport tenant to promote its own activities exclusively at the Oakland International Airport. Direct cost to the airport for tenant sponsored advertising activities, such as airport personnel provided to protect public safety, etc., will be billed at fee structures established in .

Exhibit D

## **FILMING AT OAKLAND INTERNATIONAL AIRPORT**

In addition to the other required forms, (exhibits) you may mail, fax or email the OAK Film Permit Application and the signed “Conditions Governing Issuance of Film Permits” to the Landside Manager at:

Mail: Oakland International Airport  
One Airport Drive, Box 45  
Oakland, CA 94621

Email: [awhitmore@portoakland.com](mailto:awhitmore@portoakland.com)

Fax: 510-639-7673

It is highly recommended that applications be received at the Landside Operations Administrative Office a minimum of two weeks prior to film date. However, please note that completion of the application does not necessarily guarantee that a permit will be issued.

**OAK FILM PERMIT APPLICATION**

Date of application: \_\_\_\_\_

Title of the film: \_\_\_\_\_

Production Company: \_\_\_\_\_

Address/City/Zipcode: \_\_\_\_\_

Telephone FAX: \_\_\_\_\_

Email: \_\_\_\_\_

Type of filming: Still photography \_\_\_\_\_ Motion picture photography \_\_\_\_\_ Other \_\_\_\_\_

Brief synopsis of topic of the film and anticipated rating:

Area(s) of filming (must be specific as to location ie: Ticketing area, Bag Claim, Curbside)

Effective date(s) \_\_\_\_\_ and time(s) \_\_\_\_\_  
(including prep, strike and actual filming)

Anticipated number of cast and crew members: \_\_\_\_\_

Special needs or requirements while on Airport property? Refer to exhibit B

Primary person onsite on the date of the shoot who will be the primary contact for the Port of Oakland.

Name: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Exhibit E

**PERMIT FOR MATERIAL USE**

Date: \_\_\_\_\_

Series/Program: \_\_\_\_\_

Permitor: Port of Oakland (“Port”)

Permittee: \_\_\_\_\_ (“Permittee”)

This Permit dated confirms that, PERMITTEE has requested and the Port does hereby permit PERMITTEE the non-exclusive use of the above described Material in the Program, and as part of the Program only, including Program distribution, transmission, display, performance, publication, and licensing, for viewing on television whether now known or hereafter devised, including related promotional use of the Material in the Program, worldwide and in all languages for the duration of copyright in the Program (including renewals or extensions thereof). The Port agrees to make the Material available to **PERMITTEE** for such use subject to the following terms and conditions:

1. The Material shall be used solely for the purpose, media, territory, and term specified above, with **PERMITTEE** having the right to edit the Material as reasonably necessary for inclusion in the Program.
2. PERMITTEE may not use the Material for any purpose that is unlawful or prohibited by these terms and conditions. PERMITTEE may not use the Material nor authorize or permit its use by any person, in any manner that could damage, discredit, impair or interfere with the reputation of the Port, its officers, directors, representatives, agents, or employees.
3. The Port has the right to enter into this agreement and to grant all rights granted under this agreement. The permission of no other party is necessary for **PERMITTEE** to exercise its rights hereunder, and the individual signing this agreement on its behalf has the full right, power and authority to do so.
4. **PERMITTEE** will not make or permit the making of any reproductions of or from the Material whatsoever, in whole or in part, except in connection with the purpose specified above.
5. **PERMITTEE** agrees that the Program in which the Material is incorporated will contain a copyright protection notice in accordance with the requirements of the Universal Copyright Convention.
6. A waiver by either the Port or **PERMITTEE** of any of the terms and conditions of this agreement in any instance shall not be a waiver of those terms or conditions for the future, or of any subsequent breach of those terms or conditions.
7. The Port and **PERMITTEE** agree that any disputes arising under this agreement shall be decided under the laws of the State of California, applicable to agreements entered into in California and to be wholly performed in California. Both The Port and **PERMITTEE** further agree to be subject to the jurisdiction of courts located in California, which shall be the exclusive forum for such dispute.

8. The permission granted herein is for the Material described above and is not a grant of permission to photograph, videotape, film or otherwise record images of individuals at the facility.

9. **PERMITTEE** use of facilities shall be in conformity with and subject to the operational and security requirements and directions of the Port of Oakland and applicable federal, state and local rules, regulations, laws and ordinances applicable to the site where the filming shall take place.

10. **PERMITTEE** agrees that, in addition to its covenants and agreement to indemnify the Port of Oakland, members of the Board of Port Commissioners, its officers, agents and employees from liabilities previously given pursuant to terms set forth by agreement dated April 20, 2007, **PERMITTEE** covenants and agrees to indemnify the Port of Oakland, members of the Board of Port Commissioners, its officers, agents and employees from all liabilities, charges, expenses, (including counsel fees) and costs on account of or by reason of any liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person(s) arising out of **PERMITTEE**'s unauthorized photographing, videotaping, filming, or otherwise recording of images or using, displaying, airing or otherwise publishing said images.

11. Incorporated by reference herein, Indemnity Agreement.

**ACCEPTED AND AGREED on date:** \_\_\_\_\_

PORT of OAKLAND

By: \_\_\_\_\_

Deborah Ale Flint  
Director of Aviation  
Port of Oakland  
530 Water Street  
Oakland, CA, 94607  
Phone/Fax: (510) 627-1127 / (510) 839-1766

