



PERMIT AND HOLD HARMLESS AGREEMENT

This permit authorizes _____ (“Permittee”), to take motion pictures, video tapes, still photographs, and/or sound recordings. Permittee is granted access to the public area known as _____ on Level _____ of the terminal building of the Savannah/Hilton Head International Airport (“Airport”).

This permit is valid only between the hours of _____ (a.m.) (p.m.) and _____ (a.m.) (p.m.), on _____ **20** _____.

By signing below, Permittee hereby makes application for a permit and agrees and accepts the following rights and restrictions:

- (1) A summary, script or story board outlining the general scope of the film as well as a script for the specific scenes to be filmed at the Airport must be included with this application permit.
- (2) Airport, in its sole discretion, will determine whether the content or nature of the film is acceptable and reserves the right to reject or refuse filming operations at the Airport for any or for no reason;
- (3) Permittee agrees that the production will reflect positively on the Savannah/Hilton Head International Airport, its officers, agents, staff, employees, and tenants.
- (4) Permittee is restricted from using obscene language, gestures or signs, and permittee and his/her production staff and personnel agree to dress appropriately.
- (5) Permittee agrees that all personnel must be identified with an approved form of identification;
- (6) Upon arrival at the Airport and prior to the commencement of filming or photography, Permittee must report to the Airport Police Department on the third floor of the terminal building and will be escorted to the approved location of production by an Airport Security Officer.
- (7) Permittee has the right to enter upon the premises as outlined above with personnel and approved equipment, including but not limited to props, temporary sets, lighting apparatus, camera(s), and/or special effects equipment, for the purpose of photographing scenes and making recordings in connection with the production of a motion picture, video tape, and/or sound recordings. Any and all equipment is subject to screening and inspection by the Department of Public Safety and the Transportation Security Administration (TSA).

(8) Permittee and his/her staff and personnel agree to ensure that all equipment is kept away from the traveling public, and that electrical cords and wires that are run along the floor must be taped and/or monitored so as not to constitute a tripping hazard. Use of existing wall outlets is allowed for low light demand; however, Permittee agrees that its electrical requirements will not exceed the capabilities of airport wall outlets. Any additional power requirements must be provided by Permittee through power generators, etc.

(9) Permittee hereby understands and agrees that the Savannah Airport Commission shall not be held responsible for any of the permittee's equipment, props, cameras, or other devices or belongings of permittee or his/her staff or personnel.

(10) Permittee specifically agrees and understands that NO filming, motion pictures, tapes, and/or sound recordings are to be made of the airport security checkpoint area. The Savannah Airport Commission reserves the right to terminate the production and confiscate the tape or film if it is determined, at its discretion, through its agents, employees, or tenants that the permittee and/or her staff or personnel is in violation of this paragraph.

(11) The Permittee must obtain the written consent of airport tenants, advertisers and/or any third party to photograph, film or use other visual images depicting a trademark, brand name, logo, or other visual image on or within the airport premises.

(12) Permittee will ensure that the day-to-day operations of all Savannah/Hilton Head International Airport tenants are not affected or disrupted by on-location filming, and that the customers of the Airport are not inconvenienced or delayed in any manner as a result of filming activities. Any activity that interferes with or negatively impacts normal activity in the terminal or general airport operations will not be approved. Restrictions will be identified at the time the permit is approved; however, the Airport reserves the right to modify such restrictions on the day of filming should circumstances warrant.

(13) Permittee agrees not to film any customers or passengers in the airport who express a desire not to be photographed or filmed;

(14) Lighting may not be directed towards the control tower or at aircraft in the air or on the airfield. Lights may be turned on only when taking light readings and during active filming.

(15) To avoid traffic congestion, production equipment and vehicles are not permitted to park curbside, except as approved by Airport staff. Any production vehicles (i.e., trailers, semi's, box trucks) staged in non-public parking areas may be charged \$25 per day per vehicle. Any and all vehicles are subject to search by Airport Security Officers.

(16) Permittee and his/her staff or personnel agree to comply with the Rules and Regulations of the Savannah Airport Commission;

(17) Permittee is responsible for any claims or causes of action, whether known or unknown, for defamation, invasion of privacy, right of publicity or any similar matter or any other claim or cause of action based upon or relating to the production of the movie on the premises;

(18) No animals are permitted on Airport property without prior consent. If consent is granted, animals must be kept under control at all times by qualified personnel.

(19) Repairs, clean up or restoration will be the responsibility of the Permittee for damage caused by filming activity or alteration to the site; i.e., furniture changes, props, etc. Damages will be repaired at the Permittee's expense to the satisfaction of Airport. Permittee agrees to remove all equipment, props, or materials used or debris created during the production process and to leave the premises in the same clean condition as prior to their arrival;

(20) For final approval of filming or photography at the Airport, this permit application must be submitted to the Director of Marketing a minimum of ten business days prior to the commencement of filming. The Airport will endeavor to respond to all requests within two (2) business days.

(21) Insurance and Indemnification

Permittee shall provide to Commission prior to the commencement of any filming activities a current insurance certificate from Proposer's current insurance company stating that the insurance company would provide insurance at the limits required herein. The Permittee shall provide to the Commission and maintain on file with Commission during the term of this agreement a current certificate of insurance for general liability in an amount of no less than \$1,000,000; auto liability insurance in an amount of no less than \$1,000,000; and workers compensation coverages as applicable by state law.

This permit is issued with the understanding that Permittee (including Permittee's staff and/or assistants) conduct activities at its own risk and that Permittee and its staff shall protect, defend, and indemnify Commission and its officers, agents, employees and tenants from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person, or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs, and expert fees), of any nature whatsoever arising out of or incident to this permit and the use of Airport property by Permittee and its staff and/or the use or occupancy of the premises or the acts or omissions of Permittee's company's officers, agents, employees, contractors, subcontractors, licensees, or invitees, regardless of where the injury, death or damage may occur, unless such injury death or damage is caused by the sole negligence of the Commission. The Commission shall give reasonable notice of any such claims or actions. It is also agreed that Permittee shall also use counsel reasonably acceptable to Commission in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

If Permittee fails to adhere to any of these restrictions, this permit may be revoked and Permittee will be asked to leave airport property. This permit is issued under the laws of the State of Georgia with the understanding that venue of any action brought hereunder shall be exclusively in the County of Chatham.

If you are in agreement with the above, please indicate your acceptance below and return this agreement to us.

SAVANNAH AIRPORT COMMISSION

BY: _____
Greg B. Kelly
Executive Director

400 Airways Avenue
Savannah, Georgia 31408
Telephone: (912) 965-0514; Fax (912) 964-0877

DATE: December 20, 2017

ACCEPTED:

_____.

BY: _____

(Printed Name/Title)

cc: Chief, Airport Police
Operations