



Commercial Film, Video, and Photography
Guidelines and Permit

This Permit, including all additional documentation requested herein, must be completed and signed prior to filming.

This Location Permit (“Permit”) is granted this day of _____ (“Effective Date”), by the Greenville-Spartanburg Airport District (“GSP”), to _____ (“Company”), for the purpose of allowing Company to use certain facilities and locations at Greenville-Spartanburg International Airport under the control and jurisdiction of the Greenville-Spartanburg Airport District (collectively, the “Facilities” and as more particularly defined in Section 1, below), for commercial filming and photography (collectively, “Production Activities”) as allowed under the GSP Commercial Filming and Photography Policy (“Policy”). To the extent of any inconsistency or conflict between the terms and conditions of the Policy and the terms and conditions of this Permit, the terms and conditions of this Permit shall prevail and control. GSP and the Company are sometimes individually referred to herein as a “Party” and collectively as the “Parties.” Failure to comply with any applicable guidelines is grounds for immediate termination of the project, and immediate escort of project members from GSP secure areas.

This Permit is subject to the following terms and conditions:

1. The Facilities, Dates and Times. GSP shall have the ultimate right to specify which Facilities may be used, the hours during which the Facilities may be used, and to impose such conditions in each instance as are necessary, as determined by GSP, to ensure that the operations approved 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 airport and/or terminal Facilities. Notwithstanding the foregoing, the Company shall be entitled to use the following Facilities: _____ on the following dates and times _____ or at such other Facilities at dates and times agreed upon in writing by the Parties for its Production Activities. GSP acknowledges and agrees that it will undertake to make good faith efforts, consistent with its business necessities and security considerations, to provide the Company with access to the above-described Facilities at the above-described dates and times, which GSP acknowledges is consistent with the Company’s Production Activities schedule. In the rare event GSP is unable to provide Company with such access, GSP shall endeavor to notify the Company on a timely basis. GSP shall not withdraw or withhold such access to Company other than on emergency or security-based grounds, or based on unanticipated or unforeseen circumstances.

2. Payment. In consideration for the rights granted pursuant to this Permit, Company has agreed to pay GSP \$[INSERT COST] (“Payment”). The Payment shall be made in advance, unless credit arrangements, satisfactory to GSP, are made in advance. Any Production Activity that substantially deviates from activity approved in the GSP Commercial Film and Photography Application may be denied or prohibited at any time or will result in additional charges at the rates specified in the Policy.

3. Compliance with all Applicable Laws, Rules, Regulations and Ordinances. The Company will fully comply with all Facility rules and regulations, including all security and operational restrictions related to any use of the Facilities. Further, the Company agrees to conduct its Production Activities in accordance with all applicable laws, ordinances or other such governmental regulations, whether municipal, state or federal, including, but not limited to all nondiscrimination laws and environmental laws, and will immediately, upon request by GSP, verify compliance to any such requirement(s). The Company shall be required to comply with all applicable FAA requirements.

Company agrees to adhere to the activities and schedule approved by GSP's Vice President of Commercial Business & Communications, the Vice President's designee, or GSP's film administrator ("Film Administrator"). Unauthorized deviation may result in delays or cancellation of the Production Activity.

4. Production Personnel. Company is responsible for all Production Personnel in attendance at the Facilities pursuant to this Permit. The term Production Persons shall be defined as including, but not limited to the following individuals: executive producer, producer, director, assistant director, cast, crew, background, agents, contractors, subcontractors, clients and invitees of the Company. Production Personnel must strictly confine themselves to the designated area which has been permitted/approved for the Production Activities. Should GSP raise concerns regarding the conduct, demeanor and/or appearance of the Production Personnel, the Company shall immediately remedy the concerns of GSP, to GSP's satisfaction.

5. Security. All production personnel must adhere to established security policies and procedures. Failure to follow all security policies, procedures and instructions may result in revocation of this Permit.

Access to secured areas requires prior approval from the Film Administrator and an authorized GSP escort. No persons or equipment shall enter sterile areas unless screened by authorized governmental or airline personnel. All equipment, vehicles, personnel and props associated with the Production Activity are subject to search while on airport property. All cast/crew must wear a production credential while on-site.

GSP shall have the right to request a background check on any and all production. If requested, Company must provide the Film Administrator the following at least five (5) business days prior to any Production Activity:

- Copies of valid government-issued photo ID for ALL persons who will be on-site for the project.
- List of all participants who will be on-site for the project including legal name and date of birth (as it appears on each valid photo ID) on an Excel spreadsheet.

Persons who were not vetted or whose names do not match their valid photo ID when presented upon check-in, will not be allowed on-site during the Production Activity.

6. Insurance and Permits. Prior to conducting any Production Activities at the Facilities, the Company must file a general liability insurance policy which is satisfactory to GSP and issued by a company authorized to do business in South Carolina. If filming landside, the Company must name GSP as a co-insured on a comprehensive policy of at least \$3 Million and/or an automotive policy of at least \$1 Million. If filming airside, the Company must name GSP as a co-insured on a comprehensive policy of at least \$3 Million and/or an automotive policy of at least \$5 Million.

The Company will obtain any additional permits from the South Carolina Film Commission prior to beginning Production Activities.

GSP reserves the right to request additional permits and documentation, including but not limited to:

- Script or outline for scenes proposed to be located at GSP
- List of vehicles to be used in production (year, make, model, description, purpose, proposed location and copy of Comprehensive Automobile Liability Insurance for each)
- Tenant authorization letter(s) and detailed agreement for airlines, concessions, or other businesses operating at GSP to be included in filming

7. Indemnity. In addition to the insurance requirements set forth in Section 5 above, the Company shall, to the fullest extent permitted by law, forever defend, indemnify and hold harmless, GSP, and any and all of GSP's directors, officers, agents, employees, representatives, attorneys, assigns and successors in interest, from and against any and all suits, claims, causes of action, liability, losses, damages, demands or expenses (including, but not limited to attorneys' fees

and costs of litigation), claimed by anyone (including, but not limited to the Company and/or the Company's agents or employees), by reason of injury to, or death of, any person(s), or for damage to, or destruction of, any property or for any and all other losses founded upon or alleged to arise out of, pertain to, or relate to the Company's Production Activities at the Facilities, whether or not contributed to by any act or omission of GSP, or of any of GSP's directors, officers, agents, employees, representatives or attorneys. The provisions of this Section shall survive the termination of this Permit.

8. Film, Photography and Sound Rights. GSP acknowledges and agrees that: (i) all rights of every kind in and to all film, photography and sound recordings made pursuant to the terms and conditions of this Permit, which may include the designation signs, directional signs, and/or welcoming signs located on or about the Facilities that are owned by GSP shall be solely owned in perpetuity by the Company and its licensees, successor and assigns, for use in any media whatsoever, whether now known or as hereafter devised and/or developed; and (ii) neither GSP nor any other party now or hereafter having an interest in the Facilities, nor any party claiming through or under any of the foregoing, shall have any interest or claim in any such rights.

9. Care and Return of Facilities. Any alteration of the airport facilities or relocation or removal of property located at the airport facilities, i.e., painting, carpeting, set dressing, etc., shall be done only with the prior written approval of GSP, and under the supervision and direction of GSP.

Production Activity shall not interfere with air transportation and related operations, nor affect the safety of such operations. Terminal entrances shall not be obstructed. All cables must be matted and taped. There shall be no undue inconvenience to the public or tenants using the Facilities. No violence will be portrayed within public view.

All Production Activity-related props, debris, rubbish and trash shall be removed by the Company, at the Company's expense, unless otherwise agreed to in writing by GSP. All Production Activity locations shall be left in, or restored to, the same condition they were in when the Production Activity began by the Company, at the Company's expense, unless otherwise agreed to in writing by GSP. Any damage to GSP property resulting from any Production Activity that is not promptly repaired by the Company may be repaired by GSP or a GSP-approved vendor. Any such repair expenses will be charged back to the Company plus a twenty percent (20%) administrative fee.

10. Publicity. Neither the Company nor GSP will promote the Production Activity without mutual consent.

11. Termination and Cure. This Permit may be terminated by GSP for the Company's failure to comply with the terms and conditions of this Permit, the Policy, or GSP's instructions. In the case of any failure to comply that does not pose a threat to the safety or security of the Facilities, or of disrupting the activities therein, or of violating FAA or other federal, state, county, municipal rules, regulations, ordinances, statutes and/or codes, the Company may be given written notice of such failure by GSP, and an opportunity to cure within twenty-hour (24) hours of receipt of such notification.

The Director or his/her designee may revoke this Permit upon written or oral notice, with or without providing the Company the opportunity to cure as set forth above, and the Company must cease all operations immediately or as directed by the Director or his/her designee, and the Company shall restore GSP facilities to their original condition.

In no event will GSP be liable to the Company for any special, indirect, incidental, punitive or consequential damages (including loss of business or profits) arising out of or in connection with this Permit, including without limitation, any damages resulting from any termination of this Permit, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), or otherwise, and whether or not the Company has been advised of the possibility of such loss or damage.

12. Severability. If any provision of this Permit is determined to be void by any Court of competent jurisdiction, then such determination shall not affect any other provision of this Permit, and all such other remaining provisions shall remain in full force and effect.

13. Governing Law, Venue, Attorneys' Fees and Costs. This Permit shall be construed in accordance with the laws of the State of South Carolina. Venue shall lie in the appropriate U.S. Federal or South Carolina State Court located in the County of Spartanburg. The prevailing Party in any action to enforce its rights under this Permit shall be entitled to costs of suit and reasonable attorneys' fees and costs.

14. No Discrimination. The Company shall ensure that no person will, on the grounds of race, creed, color, national origin, or sex, be excluded from participating in or receiving the services or benefits of any program or activity covered by the Permit. Company agrees to conduct its Production Activities in accordance with all applicable nondiscrimination laws, ordinances or other such governmental regulations, whether municipal, state or federal.

15. No Assignment. The Company shall not assign its rights or duties hereunder, in whole or in part, except with prior written approval of GSP.

16. Permit Subject to Approval by Commission. The Company acknowledges and understands that this Permit and all rights and obligations hereunder are subject to approval by the Greenville-Spartanburg Airport Commission, the governing body of the Greenville-Spartanburg Airport District which operates Greenville-Spartanburg International Airport.

17. Miscellaneous. Section or paragraph headings, titles or captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or extent of any provision of this Permit. This Permit is binding upon the Company, its affiliated entities, employees, agents, representatives, contractors, subcontractors, and upon their respective successors.

Signatures Contained on the Following Page

The undersigned has read, understands and, on behalf of the Company, agrees to comply with all of the terms and conditions contained herein. The undersigned further represents to the CCDOA that he/she is authorized to sign on behalf of the Company.

This Permit may be executed and delivered by electronic means and upon such delivery the electronic signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.

Company

Printed Name _____

Title _____

Company _____

Project Title _____

Signature _____

Date _____

Greenville-Spartanburg International Airport

Printed Name _____

Title _____

Signature _____

Date _____