

PORT OF SEATTLE
FILM/VIDEO/PHOTOGRAPHY PRODUCTION
LICENSE APPLICATION

This Production License Application is required of all companies wishing to obtain a Production License to conduct film/video/photography production activities on Port of Seattle ("Port") property, including, but not limited to, Seattle-Tacoma International Airport, Economic Development property, and all Maritime facilities hereinafter referred to as the "Premises."

Application Date: _____ Approval Date: _____

Fee Paid: _____

This section to be completed by company requesting Film Production License

Company Name: _____

Contact Person: _____

Local Address: _____

Local Telephone: _____

Fax Number: _____

Corporate Address: _____

E-Mail Address: _____

APPLICATION REQUIREMENTS

1. PROOF OF INSURANCE

Applications must be accompanied by proof of adequate insurance. See No. 6 below.

2. LICENSE FEE

License is subject to approval and permission granted by Real Estate, Maritime and Aviation Divisions, property tenants and specific property managers.

- A. Professional production – For profit commercial project (including, but not limited to, movies, commercials, promotional materials, book and magazine photography)
 - a. Full day (10 hours): \$1000. Half day (5 hours): \$500
 - b. Escorted access to secured Port locations may be provided.

- B. Professional production – not for profit project (including, but not limited to Port approved charities, U.S. military, internal use by Licensee.
- a. Full day (10 hours): \$500 Half day (5 hours): \$250
 - b. A fee will be charged for escorted access to secured Port locations.
- C. Professional production – Port customer, partner, tenant or product resulting in positive publicity or advertising for the Port. Value gained by the Port would be determined by Division Directors or their appointees.
- A fee will be charged for escorted access to secured Port locations.
- D. Non-professional production – Accredited degree program student project
- A fee will be charged for escorted access to secured Port locations.
- a. All projects will be reviewed for purpose, content, size of production and scheduling to make sure appropriate Port costs are recovered. Additional costs may be added due to increased complexity of any factor of the above elements. Access to some Port properties may be denied if the project cannot configure to necessary size and scheduling.

Licensee is responsible for payment of any tax levied on or measured by the access fee paid by Licensee. Per Washington state law (RCW 82.29.A) leasehold tax is applicable on all terms 30 days or more. In compliance with RCW 82.29A the above stated amount does not include leasehold excise tax.

3. PRODUCTION INFORMATION

All applications must include the following information:

- A summary of the production and the relationship to the Port.
- A script or storyboard of all portions of the production which deal with the Port.
- The specific dates and times when shooting will occur.
- The number of crew and type of equipment to be used at Port locations.
- Proposed specific filming location on Port properties.
- Anticipated security problems or labor disputes where crowd control may be an issue.
- A list of contacts made with airlines, automobile rental agencies, bus companies, catering companies, tenants, unions, securities, terminal operators, etc. that may be necessary
- A list of previous film production experience at any Port locations or at other airports/seaports.

LICENSES WILL BE GRANTED TO ELIGIBLE APPLICANTS ONLY AFTER THE PORT DETERMINES, IN ITS SOLE DISCRETION, THAT THE PROPOSED ACTIVITY IS IN ACCORDANCE WITH FEDERAL, STATE AND LOCAL LAWS AND WITH ALL PORT RULES, REGULATIONS AND TARIFFS AND WILL NOT INTERFERE WITH PORT OPERATIONS

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PORT OF SEATTLE
FILM PRODUCTION LICENSE

1. This LICENSE, dated this _____ day of _____, 20____ is granted by the PORT OF SEATTLE (the “Port”), a municipal corporation of the State of Washington, to _____ (“Licensee”). The Port is the operator of Seattle-Tacoma International Airport and major maritime terminals and marinas as well as other Port owned facilities (“Premises”). Licensee desires to photograph, film, video tape or otherwise record certain parts of the Premises for the following project:

_____.

The relationship between the Port and Licensee is not one of landlord and tenant, but rather one of licensor and licensee. The incurrence of any costs with respect to the Premises shall in no way operate to confer upon Licensee any other interest, status, or estate of any kind other than licensee nor obligate the Port to enter into any agreement conferring such other interest. Licensee shall have no recourse against the Port for any breach hereunder.

2. Duration. This License shall commence on _____ and may remain in effect until _____, unless otherwise revoked by the Port.
3. Consideration. In consideration for Licensee’s payment of fees designated above the Port grants Licensee a License for the uses permitted as described in the Application.
4. Grant of License: Use of Premises: Times and Locations. The Port grants Licensee a limited, non-exclusive License to conduct the following filming activities on designated Port property during the following times and locations:

Licensee’s only use of the Premises shall be for the purposes set forth in this License. Licensee must obtain prior written approval of the Port before conducting any activity other than the use contemplated by this License.

5. Hold Harmless and Indemnification.
- A. Licensee shall defend, indemnify, and hold harmless the Port including any of the Port's past or present parent, subsidiaries or otherwise affiliated corporations, partnerships, or other business entities or enterprises, and all of its or their past or present affiliates, related entities, partners, subsidiaries, insurers, predecessors, successors, assigns, directors, officers, commissioners, members, investors, attorneys, accountants, representatives, agents and employees from all liability, claims, damages, losses, and expenses (including, but not limited to, attorneys' and consultants' fees and other expenses of litigation or arbitration) caused, or alleged to have been caused, as a result of or in connection with any Licensee's activities undertaken pursuant to this License; PROVIDED, that this paragraph shall not be construed to require Licensee to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port; PROVIDED further, that to the extent this License is construed to be subject to the provisions of Section 4.24.115 of the Revised Code of Washington, it is expressly agreed that where such liability, claim, damage, loss, or expense arises from the concurrent negligence of the Port and of Licensee, Licensee's obligations of indemnity under this paragraph shall be effective only to the extent of Licensee's negligence. The obligations of this paragraph shall not be construed to negate, abridge, or otherwise reduce any other right or obligation which would otherwise exist as to any person or entity described in this paragraph.
- B. In any and all claims against the Port by any employee of Licensee, the indemnification provision of Subparagraph A of this paragraph shall not be limited in any way by any limitation on the amount or type of damages or compensation benefits payable by or for Licensee under applicable worker's compensation, benefit, or disability laws (including, but not limited to, the Industrial Insurance laws, Title 51 of the Revised Code of Washington). Licensee expressly waives any such immunity Licensee might have under such laws, and, by agreeing to enter into this License, acknowledges that the foregoing waiver has been mutually negotiated by the parties.
- C. For purposes of this paragraph only, the term "Port" shall mean and include the Port and its Commissioners, other officers, employees, and agents, and the term "Licensee" shall mean and include Licensee, its employees, contractors, subcontractors, suppliers, agents, and any other person directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.
6. Insurance. Licensee shall maintain liability insurance of a type and in an amount of \$1,000,000.00 for coverage of any damages or injuries incurred or alleged to occur with respect to this License. The Port will be named as an additional insured; and this policy will be primary over any other valid collectible insurance. The Port shall be furnished with appropriate evidence to establish (1) that Licensee's insurance obligations as herein required have been met, and (2) that the insurance policies as herein required are not subject to cancellation without at least forty-five (45) days advanced written notice to the Port. This requirement may be waived for projects of students belonging to accredited educational institutions.

7. Non-Interference with Port Facilities and Airport Activities. Licensee's activities under this License shall not interfere with or disrupt any activities of the Airport, Port facilities, its lessees, passengers, customers, or other users of the Airport or Port facilities. Licensee shall immediately suspend all activities on Port property upon Port request.
8. Temporary Modification of Facilities or Grounds. Licensee may request permission to temporarily rearrange facilities or grounds in order to perform the activities authorized under this License. The Port will consider and review such a request only after receiving from Licensee no later than ten (10) days before the effective date of this License, a detailed list and description of the proposed temporary changes. The Port shall have sole discretion in determining whether to grant a request under this paragraph. The Port's final determination shall be in writing. If temporary changes are authorized by the Port under this paragraph, Licensee shall restore the facilities and grounds to the Port's satisfaction, to the condition existing prior to Licensee's activities. Licensee shall bear all costs of restoring the facilities and grounds to their prior condition. The Port reserves the right to conduct any restoration, and bill Licensee for all such costs.
9. Damage to Port Property. Licensee shall, at its sole expense, repair or replace at the Port's option, all personal property of the Port that is damaged by Licensee's activities. In the event the Port incurs any costs as a result of Licensee's failure to comply with the provisions of this License, the Port will invoice Licensee for such costs. Licensee shall repay the Port's costs within fifteen (15) days of receiving the Port's invoice.
10. Port Tenants. It shall be the sole responsibility of Licensee to determine whether its activities under this License will affect other Port or Airport tenants. Any impact on other tenants shall be reported to the Port at the time Licensee applies for the License. Licensee's submittals shall include a statement of how it intends to coordinate with the affected tenant and a written authorization by the affected tenant.
11. Permits. Licensee shall be solely responsible for obtaining, at its sole costs all permits necessary to conduct the activities authorized under this License.
12. Labor Agreements. In the event Licensee's activities require agreements with labor organizations, Licensee shall be responsible for obtaining such agreements prior to commencing its activities under this License. Licensee shall make all reasonable efforts to avoid disruptions of any Port or Airport facilities as a result of any dispute with labor organizations.
13. Port Name/Unauthorized Use. Licensee shall not use the name, logo and/or insignia of the Port of Seattle in any disparaging, defamatory or illegal manner. Licensee shall not incorporate the name, logo and/or insignia of the Port of Seattle into a logo, trademark or service mark. Any unauthorized use of the name, logo and/or insignia of the Port of Seattle constitutes a breach of this License entitling the Port of Seattle to exercise all rights and remedies available to it.
14. Compliance with Laws. Licensee shall be aware of and comply with all applicable federal, state, and local laws and with all Port rules, regulations, security plans and tariffs when conducting its activities under this License.

15. Terminal Security. Licensee will comply at all times with all local, state and federal laws, rules and regulations relating to security (“Security Laws”) at any Port facility. If the Premises are subject to a government-approved security plan (“Security Plan”), Licensee will fully and promptly comply with the Security Plan. If the Premises is not subject to a Security Plan and if Licensee undertakes any activity or handles any cargo that brings the Premises or surrounding area under the Security Laws, Licensee will be fully liable for all its costs and Port costs associated with complying with the Security Laws for the Premises and surrounding areas. Licensee will provide the Port evidence satisfactory to the Port that the appropriate government authority has approved any Licensee-prepared security plan. Licensee will be liable for any fines or penalties for its failure to comply with the Security Laws or the Security Plan whether assessed against Licensee or the Port. Licensee may be required to maintain and pay for off-duty Port police officers as the Port deems necessary at the scene of any activities authorized under this License.
16. Environmental. Licensee agrees to comply with all applicable rules and regulations of the Port pertaining to the Premises in existence or hereafter promulgated for water quality and pollution prevention, for the general safety and convenience of the Port, its various tenants, invitees, licensees and the general public. Licensee further agrees to comply with all applicable federal, state, and municipal laws, ordinances and regulations, including without limitation those relating to environmental matters.
17. Utilities. Except as expressly agreed, the Port shall have no obligation to provide any utility services to the Premises. Licensee shall be liable for payment of any utilities consumed, either directly to utility suppliers or as pro-rated by the Port to multiple users. Licensee shall be responsible for its own janitorial and garbage collection services.
18. Licensee Responsible for Safety and Property. Licensee specifically accepts the Premises in their present condition on an as-is, where-is basis. Licensee’s activities within, on or about the Premises shall be at Licensee’s sole risk, and the Port shall not be responsible for the safety of Licensee, its employees, agents, licensees or invitees, or for the condition or loss of any items of personal property brought onto the Premises by any of them.
19. Rights Clearance.
 - A. The Port acknowledges that Licensee shall own all rights to all photographs and audiovisual recordings of any kind made by Licensee pursuant to the terms of this License for use in the production (and any advertising and promotion of the production, if any) in all medium now known or hereafter devised, and in perpetuity throughout the world, all without inspection or further consent or approval by the Port of the finished project.
 - B. Licensee shall also be licensed, solely in connection with and for use as part of the production to depict and display the actual name(s)/trademarks/logos connected with the Premises and owned by the Port that are captured as part of Licensee’s photographing and recording on or about the Premises; provided, however, any such depiction and/or display shall be non-disparaging of the Port

or the Premises and shall not, in any way, suggest the Port's endorsement of the production or any particular product or service featured in the production.

- C. The Port warrants that the Port is the owner of the Premises and the trademarks/logos/names connected to same and is fully authorized to execute this release and, to the best of the Port's knowledge, the rights granted in this License do not violate the rights of any person or organization. Notwithstanding the foregoing, the Port specifically discloses the use of any photograph or recording of any artwork on or about the Premises or the names/trademarks/logos of any tenant of the Port at the Premises may require separate rights clearances, and the Port makes no representation or warranty as to the same.

20. Notices. All notices hereunder may be delivered, emailed or mailed. If emailed or mailed, they shall be sent to the following respective addresses:

PORT OF SEATTLE:

Perry Cooper
Seattle-Tacoma International Airport
PO Box 68727
Seattle WA 98168-0727
cooper.p@portseattle.org
Office: 206-787-4923

LICENSEE:

Or to such other respective addresses as either party hereto may hereafter designate in writing.

21. Captions. The captions in the License are for convenience only and do not in any way limit or amplify the provisions of this License.
22. Invalidity of Particular Provisions. If any term or provision of this License or the application thereof shall be invalid or unenforceable the remainder of this License or the application of such term or provision shall not be affected and shall continue in full force and effect.
23. Nondiscrimination. Licensee understand that the Port will not tolerate discrimination against any persons on grounds of age, race, color, national origin/ancestry, ethnicity, religion, disability, Family Medical Leave Act (FMLA) use, pregnancy, sex/gender, sexual orientation, whistleblower status, military affiliation, marital status, workers' compensation use, transgender status, political beliefs, or any other protected status, as guaranteed by local, state and federal laws. Licensee agrees that non-compliance with the provisions of this clause shall constitute a material breach of this License. In the event of such noncompliance, the Port may take appropriate action to enforce compliance, may terminate this License, or may pursue such other remedies as may be provided by law.

- 24. Assignment. This License is not assignable or transferable. Any such prohibited transfer/assignment shall result in immediate revocation of this License.
- 25. Termination of Agreement. Notwithstanding any specific term set forth in this License, the Port may terminate this License, in its sole discretion and for any reason whatsoever, effective upon delivery of written notice to Licensee at the address set forth below.
- 26. Applicable Law; Attorneys' Fees. This License shall be construed and enforced in accordance with the laws of the State of Washington. In the event the Port requires the services of an attorney in connection with enforcing the terms of this License, the prevailing party shall be entitled to a reasonable sum for attorneys' fees, witness fees and other court costs and expenses, both at trial and on appeal.
- 27. Entire Agreement. This License constitutes the entire agreement between the parties. There are no other written or verbal agreements between the parties relevant to the subject matter of this License. No subsequent alteration, amendment, change or addition to this License shall be binding upon the Port or Licensee unless reduced to writing and signed by both parties.

Dated the day and year first above written.

Licensee

Port of Seattle

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____
Print Title

Title: _____
Print Title

Port Property Manager Approval (if required) _____

Title: _____