

**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 property, including, but not limited to, Seattle-Tacoma International Airport (Airport) and all Marine facilities (Seaport).

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. The Port of Seattle must be named as an additional insured in order for the License to be approved.

2. LICENSE FEE

A fee of \$1,000 per production day or \$500 per half-day will be required of all Applicants at the time of License is approved. Failure to pay the License fee will result in the license not being approved.

3. PRODUCTION INFORMATION

All applications must include the following information prior to being considered for approval:

- A statement about the general theme of the production and the relationship of Port of Seattle facilities to your production.
- A script or storyboard of all portions of the production, which, deal with the Port facilities or locations.
- 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.
- Whether you anticipate any security problems or labor disputes where crowd control may be an issue.
- 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 the Port or Airport and at other airports.

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 AIRPORT RULES AND REGULATIONS AND WILL NOT INTERFERE WITH AIRPORT OPERATIONS.

PORT OF SEATTLE FILM PRODUCTION LICENSE

1. This LICENSE, dated _____ 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 ("Airport") and major seaport terminals as well as other Port owned facilities. Licensee desires to photograph, film, video tape or otherwise record certain parts of the Airport or other Port facilities for the following project:

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 one thousand and 00/100 Dollars (\$1,000) per day (\$500/half day) the Port grants Licensee a License for the uses permitted herein.
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. Port Name. Licensee shall not use the name, logo, and/or insignia of the Airport and/or the Port, without the express written consent of the Port's Audio/Video Services Manager or other authorized Port employee.
6. Hold Harmless and Indemnification.
 - A. Licensee shall defend, indemnify, and hold harmless the Port 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 Commissioner, 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 other them may be liable.
7. 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 and herein provided 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.
8. Non-Interference with Port and Airport Activities. Licensee’s activities under this License shall not interfere with or disrupt any activities of the Airport, the Port, its lessees, passengers, customers, or other users of Port or Airport facilities. Licensee shall immediately suspend all activities on Port property upon Port request.
9. 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.

10. Other Obligations of Licensee.

- 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.
- 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.
- Licensee shall be solely responsible for obtaining, at its sole costs, all permits necessary to conduct the activities authorized under this License.
- 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 operations as a result of Licensee's dispute with labor organizations.

11. Security. Licensee might be required to maintain and pay for as many off-duty Port police officers as the Port deems necessary at the scene of any activities authorized under this License.

12. Compliance with Laws. Licensee shall be aware of and comply with all applicable federal, state, and local laws and Airport regulations when conducting its activities under this License.

13. Revocation. In the event Licensee fails to comply with any of the provisions required herein, the Port may revoke this License without advance notice to Licensee.

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

To Port:
Chris Nardine, Public Affairs
Seattle-Tacoma International Airport
PO Box 68727
Seattle WA 98168-0727

To Licensee:

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

15. Captions. The captions in the License are for convenience only and do not in any way limit or amplify the provisions of this License.
16. Invalidity of Particular Provisions. If any term or provision of this License or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable the remainder of this License or the application of such term or provision to person or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and shall continue in full force and effect.
17. Nondiscrimination. Licensee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, sex, age, creed, color or national origin in furnishing, or by refusing to furnish, to such person, or persons, the use of the facility herein provided, including any and all services, privileges, accommodations, and activities provided thereby. Licensee covenants and agrees that in all matters pertaining to this License, the Licensee shall at all times conduct its business in a manner which assures fair, equal and nondiscriminatory treatment of all persons without respect to race, sex, age, color, creed or national origin and, in particular, it is agreed that Licensee's 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.

18. Assignment. This License is not assignable or transferable. Any such prohibited transfer/assignment shall result in immediate revocation of this License.
19. 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.

Dated this _____ day of _____ 20__.

Licensee

Port of Seattle

By: _____

By: _____

Title: _____

Title: _____

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared _____ to me known to be the _____ of the Port of Seattle, the organization that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said organization for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute said instrument and that the seal affixed is the corporate seal-of said organization.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

 Notary Public in and for the
 State of _____
 Residing at _____
 Commission expires _____