

COMMERCIAL FILMING/ PHOTOGRAPHY ACTIVITIES APPLICATION

GENERAL

The San Diego County Regional Airport Authority (“SDCRAA”) manages and operates San Diego International Airport (“SDIA”). In order to ensure SDIA safety, security and operational requirements are not compromised; guidelines for Commercial Filming/Photography (“Filming”) have been established.

PURPOSE FOR A COMMERCIAL FILMING/PHOTOGRAPHY ACTIVITIES PERMIT APPLICATION

The Commercial Filming/Photography Activities Application (“Application”) and Commercial Filming/Photography Activities Permit (“Permit”) are to provide guidance to and govern the activities of photographers, film crews and other individuals involved in conducting Filming activities at SDIA. Filming areas are not designated by SDCRAA as a public forum for First Amendment/Free Speech purposes. First Amendment/Free Speech areas are designated elsewhere within SDIA and are governed under SDCRAA’s Expressive Activities Permit.

COMMERCIAL FILMING/PHOTOGRAPHY ACTIVITIES PERMIT APPLICATION SUBMITTAL PROCESS

The SDCRAA Airside and Terminal Operations Department is responsible for the coordination of Filming. Airside and Terminal Operations will process all Applications and issue Permits for all related activities conducted on SDIA property.

The following documents must be completed prior to Filming:

- a. **Commercial Filming/Photography Activities Application:**
Complete and submit the Application form in its entirety at least ten (10) business days prior to the requested Filming date(s).
- b. **Signed Permit:**
The Permit is not valid until an authorized representative of SDCRAA executes it.
- c. **Applicable Insurance Certificate(s):**
The following insurance coverages are required and must be in effect at all times during Filming:

General Liability	Automobile Liability	Workers’ Compensation / Employers Liability
\$2M	\$2M	\$1M

PAYMENT

Payment is due at least one (1) week prior to the first day of the event.

Submit the Application and documentation to:

Mailing Address

San Diego County Regional Airport Authority
Airside and Terminal Operations Department
P.O. Box 82776
San Diego CA, 92138-2776

Overnight or Hand-Delivered Mail

San Diego County Regional Airport Authority
Airside and Terminal Operations Department
3225 North Harbor Drive
Commuter Terminal, 3rd Floor
San Diego, CA 92101

ADDITIONAL INFORMATION

1. An Airside and Terminal Operations Coordinator (TOC) will review the Application to establish the full scope of the request and determine its impact on SDIA operations.
2. The TOC will contact the Applicant within five (5) business days, from the date of Application receipt, to discuss the status of the Application.
3. Prior to Filming, the Applicant must attend a mandatory coordination meeting with Authority personnel. The TOC will determine if additional coordination meetings will be held with the Applicant and the TOC to discuss the Filming and associated logistics. Logistics may include, but may not be limited to, Filming schedule, parking requirements (Terminal and Airside), equipment staging (Terminal and Airside), security escorts, contract security, Authority management oversight, public safety issues, and public and tenant impact issues. Coordination meetings will generally be scheduled Monday through Friday, except for holidays, between 8:00 am and 5:00 pm. Any meetings scheduled during non-business hours must be coordinated at least three (3) business days in advance of the meeting date so that SDCRAA staff scheduling and availability can be evaluated and confirmed.
4. As a part of the Application, Permittee shall provide a "Letter of Intent" in writing to SDCRAA that contains the following information:
 - a. Script and/or storyboard to be approved by SDCRAA
 - b. Number of cast and crew, personnel, clients, and invitees of Permittee;
 - c. Production dates where such dates specify the Filming scheduled to occur on each day (e.g., preparation, filming, striking, etc.) and the arrival/departure times;

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- d. Number and type of vehicles to be associated with the Filming operations;
 - e. Support equipment to be used (e.g., cranes, scissor lifts, etc.);
 - f. Identification and use of large, disruptive, and/or hazardous props (e.g., weapons, replicas of weapons, picture vehicles, etc.);
 - g. Aircraft by type and intended use;
 - h. Intended special effects (e.g., rain, smoke, etc.);
 - i. Animals by type and intended use;
 - j. Desired alterations to SDIA facilities (e.g., painting, removal of signs, construction of walls, etc.);
 - k. Planned stunts; and
 - l. Intended use of SDIA equipment (e.g., escalators, baggage carousels, etc.) and utilities including water and electricity.
5. If Filming includes a security checkpoint scene, the following must be adhered to, without exception:
- a. The Transportation Security Administration (TSA), the federal agency responsible for operation of the security checkpoints, must be contacted and must approve the Filming at least three (3) business days in advance of the Filming. A written approval from the TSA is required prior to any Filming of the security checkpoints.
 - b. Filming of the security checkpoints is permitted only from the public side. **Filming of the TSA's x-ray images, security checkpoint equipment or procedures is subject to approval by the TSA.** When Filming, the distance of the checkpoint should be sufficient enough for identities to remain anonymous unless the film production is using actors.
 - c. The respective tenant or air carrier must approve any Filming of a SDIA tenant or airline space, including logos or signs, at least three (3) business days in advance of Filming. A written approval from the respective tenant or air carrier is required.
6. The TOC will collect all required documentation on behalf of SDCRAA. Applicant must deliver copies of the required documentation to the TOC at least two (2) business days prior to Filming. Setup of the Filming will not be permitted at SDIA until SDCRAA staff receives all required documentation.
7. The Applicant shall be responsible for and reimburse SDCRAA for any expenses incurred by SDCRAA in support of the Filming. These costs shall include SDCRAA

administrative support services provided by SDCRAA staff. In the event of cancellation, there will be a minimum non-refundable charge of \$150.

8. The decision to issue a Permit is in the sole and absolute discretion of SDCRAA. SDCRAA may revoke a Permit at any time for any reason.

If you have any questions about the application and/or process, please call the Airside and Terminal Operations Administrative Assistant at 619-400-2451.

COVID-19 Information

The Airport Authority is taking all applicable measures as recommended by federal, state and local authorities to prevent the spread of COVID-19. Please take some time to review and familiarize yourself with the most recent version of the County of San Diego Health Order, which is available at this link: <https://www.sandiegocounty.gov/coronavirus/>

Please be advised that you are **required** to comply with all the following precautions:

1. Every day, before entering San Diego International Airport (SDIA) you must conduct a temperature and symptom screening for each employee and prohibit entry to SDIA of any employee:
 - a. with a temperature of 100 degrees or more,
 - b. exhibiting COVID-19 symptoms as described by the Centers for Disease Control and Prevention, or
 - c. who has recently been exposed to a person what has tested positive for COVID-19.
2. You must conduct hazard assessment of all event registration booths and meet/greet locations at the airport every two (2) hours.
3. Your employees must wear a face covering at all times while at SDIA.
4. You must immediately contact the Airport Authority should an employee/participant become sick or shows symptoms of COVID-19 at SDIA.
5. Create physical spacing between employees and participants by erecting partitions, stanchions and signage to guide spacing at least six feet apart for social distancing and assign at least one employee to monitor queue flow. You must provide the Airport Authority with your proposed counter/partition/queuing/signage illustration for approval before finalizing and setting up.
6. Provide supplies for employees and participants such as, hand sanitizer that contains at least 60% alcohol, tissues, trash baskets, disposable facemasks, cleaners, and disinfectants.
7. [Clean and disinfect](#) surfaces frequently touched by multiple people and final cleaning end of day should the event be for multiple days.
8. Assign employee to rotate throughout the workplace to clean and disinfect surfaces.

9. Schedule handwashing breaks for employees to wash their hands with soap and water for at least 20 seconds.
10. Require employees to maintain social distancing when on a meal or rest break.

Guidance from federal, state and local authorities on COVID-19 is constantly changing and evolving. As such, the Airport Authority may update and change the above required precautions at any time and without advance notice.

We appreciate your partnership and understanding as we work through the complications arising from the ongoing pandemic.

APPLICATION FOR COMMERCIAL FILMING/PHOTOGRAPHY ACTIVITIES PERMIT

Permit #: _____

Date Received: _____
(SDCRAA Use Only)

APPLICANT AND/OR SPONSORING ORGANIZATION INFORMATION

Name of Organization, Group or Individual: _____

Applicant (Name): _____

Address: _____

City: _____ State: _____ Zip: _____

Driver's License: State _____ No. _____

(Subject to verification)

On-Site Primary Contact (if different from above)

Name: _____

Phone Number: _____

Cell Number: _____

Email: _____

On-Site Secondary Contact

Name: _____

Phone Number: _____

Cell Number: _____

Email: _____

Requested Event Date(s): _____

Time Period(s): _____ am pm - _____ am pm

Estimated Number of Film Crew: _____

LOCATION(S)

Check all desired locations:

Locations	4-Hour Minimum	4-8 Hours	No. of Days	Item Total
Terminal 1 Internal Pre-Security	\$200	\$400		
Terminal 1 Internal Post-Security**	\$200	\$400		
Terminal 2 Internal Pre-Security	\$200	\$400		
Terminal 2 Internal Post-Security**	\$200	\$400		
Airfield**	\$500	\$1,000		
Additional:				
**Additional \$50 per hour due to escorting requirements	Rate	Hours (4-Hour Minimum)	No. of Days	Item Total (Multiply all Columns)
	\$50			
<i>Based on the type of Filming, duration and logistics involved, SDCRAA will determine the level of supervision required. Should the site survey require access outside the public areas of the terminals, including but not limited to the airfield environment, the appropriate security escort is required. A maximum of five (5) Filming personnel per security escort can be escorted; however, all Filming personnel must remain visible to the security escort and within 25 feet at all times.</i>				
TOTAL (Add to table in Total Payment Due section)				

Specific Area(s) (i.e., by Gate 33, etc.): _____

Estimated Space Requirements: _____

ADMINISTRATIVE SUPPORT

Time Frame	Rate	No. of Days	Item Total
< 4-Hour Filming	\$250		
4-8 Hour Filming	\$500		
TOTAL (Add to table in Total Payment Due section)			

EQUIPMENT

A detailed written plan for delivery of equipment is to be submitted to and approved by the Terminal Operations Coordinator.

PARKING

Terminal

Do you require curbside parking? ☐ Yes ☐ No

Total number of vehicles? _____

Total number of trailers? _____

Estimated duration (hours): _____

Vehicle Make

Vehicle Model

Color

Vehicle Height*

Airside

Do you require airside parking?

☐

Yes

☐

No

Total number of vehicles?

Total number of trailers?

Estimated duration (hours):

Vehicle Make

Vehicle Model

Color

Vehicle Height*

***Note: Maximum vehicle height at the Terminals.**

Terminal 1

Bridge height 16' 4"

Terminal 2 East

Bridge height 13' 4"

Terminal 2 West

Bridge height 13' 4"

TOTAL PAYMENT DUE

Please calculate the total amount due for the Commercial Filming/Photography Activities Area(s):

	Totals
Non-Refundable Charge	\$150
Location(s)	
Administrative Support	
TOTAL PAYMENT DUE	

Payment for Filming must be made at least one (1) week prior to the first day of the event.

Payment is either by check or money order made payable to SDCRAA, and must be received by the TOC prior to Filming. Filming will not be permitted if payment is not received by the date of your reservation.

Materials left behind during Filming will be discarded. There may be an additional charge assessed for the disposal of large amounts of items.

ACKNOWLEDGMENT

The undersigned certifies under penalty of perjury under the laws of the State of California that all information furnished to SDCRAA in this Application is true and correct to the best of his or her knowledge.

Signature of Applicant

Print Name & Title

Date

FOR AIRPORT MANAGEMENT USE ONLY

APPROVED BY: _____
(PRINT NAME AND SIGN) DATE

COMMERCIAL FILMING/PHOTOGRAPHY ACTIVITIES PERMIT (RIGHT OF ENTRY)

Upon execution of this Permit for Commercial Filming/Photography Activities (hereinafter "Permit") by the SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local governmental entity of regional government (hereinafter the "Authority") and [_____] , a [_____] (hereinafter "Permittee"), Permittee and its authorized agent(s) are hereby granted permission to enter upon that certain property located at San Diego International Airport ("Airport"), San Diego, California, more particularly delineated on "Exhibit A", attached hereto and by this reference made a part hereof (hereinafter "Premises") upon the following terms and conditions:

1. Permitted Use. The use of the Premises by Permittee, its authorized agent(s) and/or contractor(s) shall be limited to the following:
 - a. Entry into [_____] where depicted on the attached "Exhibit A", for the purpose of conducting activities related to commercial filming and/or photography ("Filming") as are mutually agreed to by the Authority and Permittee (both collectively referred to hereinafter as "Parties"). All Filming on the Airport shall be in accordance with what the Authority has previously reviewed and approved for Filming on the Airport via the Application for Commercial Filming/Photography Permit, a copy of which is attached hereto as "Exhibit B" and incorporated herein.
 - b. Permittee acknowledges that certain security measures and equipment at the Airport may not be photographed, filmed, or otherwise documented. Permittee agrees:
 - i. To abide by all security regulations in effect at the Airport;
 - ii. To not film, photograph or otherwise document any security measures and/or equipment at the Airport which the Authority has notified the Permittee may not be filmed, photographed or otherwise documented;
 - iii. To not include any proprietary information concerning security measures and/or equipment located at the Airport (collectively, the "Proprietary Information");
 - iv. To allow the Authority, subject to the terms below, the right to review the applicable footage shot at the Airport to ensure that no Proprietary Information has inadvertently been filmed or photographed: (A) Permittee will give one designated representative of the Authority ("Authority Rep") and one representative of an appropriate United States Government agency ("Government Rep") the right to review applicable footage shot at the Airport for such purpose. (B) Said review may be performed in the presence of

Permittee during filming, but if circumstances require further review, then such further review shall be performed at a location on the Airport at a time and date as mutually agreed, but, in any event, no later than twenty-four (24) hours after the Authority notifies Permittee of the need for such review. (C) The Authority Rep and Government Rep must identify to Permittee in writing any Proprietary Information in the applicable footage within forty-eight (48) hours after the review, with the express understanding that failure to notify will be deemed approval of the footage. (D) Permittee agrees to edit out any such Proprietary Information that is contained in the footage and identified by the Authority Rep and/or Government Rep.

- c. Subject to the preceding limitations, Permittee shall retain all rights to films, photographs, and recordings made by Permittee at the Airport and have the right to assign, license, or otherwise exploit the films, photographs, and recordings made by Permittee at the Airport, except that Permittee agrees that the film shall not contain any defamatory material regarding the Airport or the Authority and shall not be used to discredit the Airport or the Authority.
 - d. Permittee shall not infringe on privately held rights of copyright to public art displayed at the Airport.
 - e. If requested by the Authority, Permittee shall provide and display disclaimer placards.
2. This Permit shall be for a term of [_____] commencing [_____] and terminating [_____].
3. This Permit is not intended to, nor shall it constitute the creation of a public forum for First Amendment or Free Speech purposes under the United States or California Constitutions. First Amendment/Free Speech areas are designated elsewhere within the Airport and are governed under a separate application process and the Authority's Expressive Activities Permit.
4. Permittee agrees to pay all fees and expenses at the Authority's standard rates for Filming, which have been provided to Permittee as part of the application process. Payment in full must be received and acknowledged by the Authority at least one (1) week prior to the issuance of this Permit. All payments shall be made payable to: "San Diego County Regional Airport Authority" and mailed to the Administrative Assistant, Airside & Terminal Operations Department, San Diego County Regional Airport Authority, P.O. Box 81323, San Diego, CA 92138-1323; or deliver to Airside & Terminal Operations Department, Administration Building, 3225 North Harbor Drive, 3rd floor, San Diego, California.

5. This Permit may be terminated by the Authority, or by Permittee, as a matter of right with or without cause at any time upon providing twenty-four (24) hours' written notice to the other party of such termination.
6. This Permit may be terminated by Authority immediately and without prior notice to Permittee in the event of a major incident at the Airport. For the purposes of this Permit, a "major incident" shall mean a fire, flood, security incident, terrorist attack or any similar event.
7. The Authority may immediately terminate this Permit if the Authority, in its sole discretion, determines that Permittee is engaged in any inappropriate or unlawful activities, or where such activities impede the security of or operations at the Airport.
8. In the event the Authority requires the Premises covered by this Permit for any reason, the Authority reserves the right to provide Permittee with an alternate location at the Airport. In such event, the Authority will use good faith efforts to locate Permittee to an area as close to the original area as practicable.
9. Authority's execution of this Permit does not: (i) confer any right or interest on Permittee other than those rights or interests expressly granted to Permittee in this Permit, as such rights or interests are limited and qualified herein; or (ii) create or impose any obligation whatsoever on the Authority.
10. Permittee shall obtain, at no cost to Authority, all necessary permits and authority from all other governmental entities and agencies having jurisdiction over the conduct of the activities covered by this Permit, and shall make the same available for Authority's review at its request. Permittee shall comply with all federal, state, and local laws, ordinances, orders, and the Authority's Rules and Regulations with respect to its activities on the Premises, including without limitation the Permitted Use.
11. Permittee shall be escorted by designated Authority personnel while conducting any Filming activities at the Airport. Determination of the need for and use of Authority personnel in this regard shall be at the sole discretion of the Authority.
12. Permittee's use of any motorized vehicle at the Airport shall be subject to prior written authorization of the Authority. All vehicles brought onto Airport property by Permittee, including picture vehicles and private vehicles, shall be subject to search.
13. Permittee shall string any needed wires, cables, pipes, etc. in accordance with directions

provided by the Authority. Where feasible, cable shall be flown.

14. No animals, other than service animals and professionally trained animals, which shall be under the supervision, handling, and care of a professional trainer/handler at all times, shall be brought onto Airport property without prior approval of the Authority.
15. Use of Airport equipment, electricity, water, and property (other than structures) e.g. escalators, baggage carousels, etc. is prohibited without prior permission of the Authority.
16. Permittee assumes all responsibility for any damage and/or consequence resulting from use of the Premises, including all costs associated therewith. By no later than the termination of this Permit, Permittee as determined by the Authority must repair or pay for any damage to Authority improvements and restore the Premises to the satisfaction of Authority.
17. Permittee shall indemnify the Authority against any loss or damage to the Authority and personal injury or death to any person resulting directly from any act or omission by the Permittee and/or its agents or employees in connection with Permittee's use of the Airport. This indemnity shall apply for the entire time that any third party can make a claim against or sue the Authority and Authority- Related Parties and shall survive the termination of this Permit. Permittee and the Authority agree to promptly provide notice to each other of any claim of liability following the learning thereof by such party.
18. Permittee may not assign this Permit to any third party.
19. Permittee warrants that all of the information provided to the Authority as part of its Application for this Permit, including all information contained in "Exhibit B", is true and correct.
20. This Permit and all of its terms and conditions shall be construed, interpreted, and applied in accordance with the laws of the state of California. Notwithstanding applicable provisions of 28 U.S.C. § 1391 or California Code of Civil Procedure § 394, Permittee and the Authority agree that venue in all matters arising out of this Permit shall be the Superior Court of California, County of San Diego.

21. Permittee shall procure at its expense, and keep in effect at all times during the term of this Permit the types and amounts of insurance specified below:

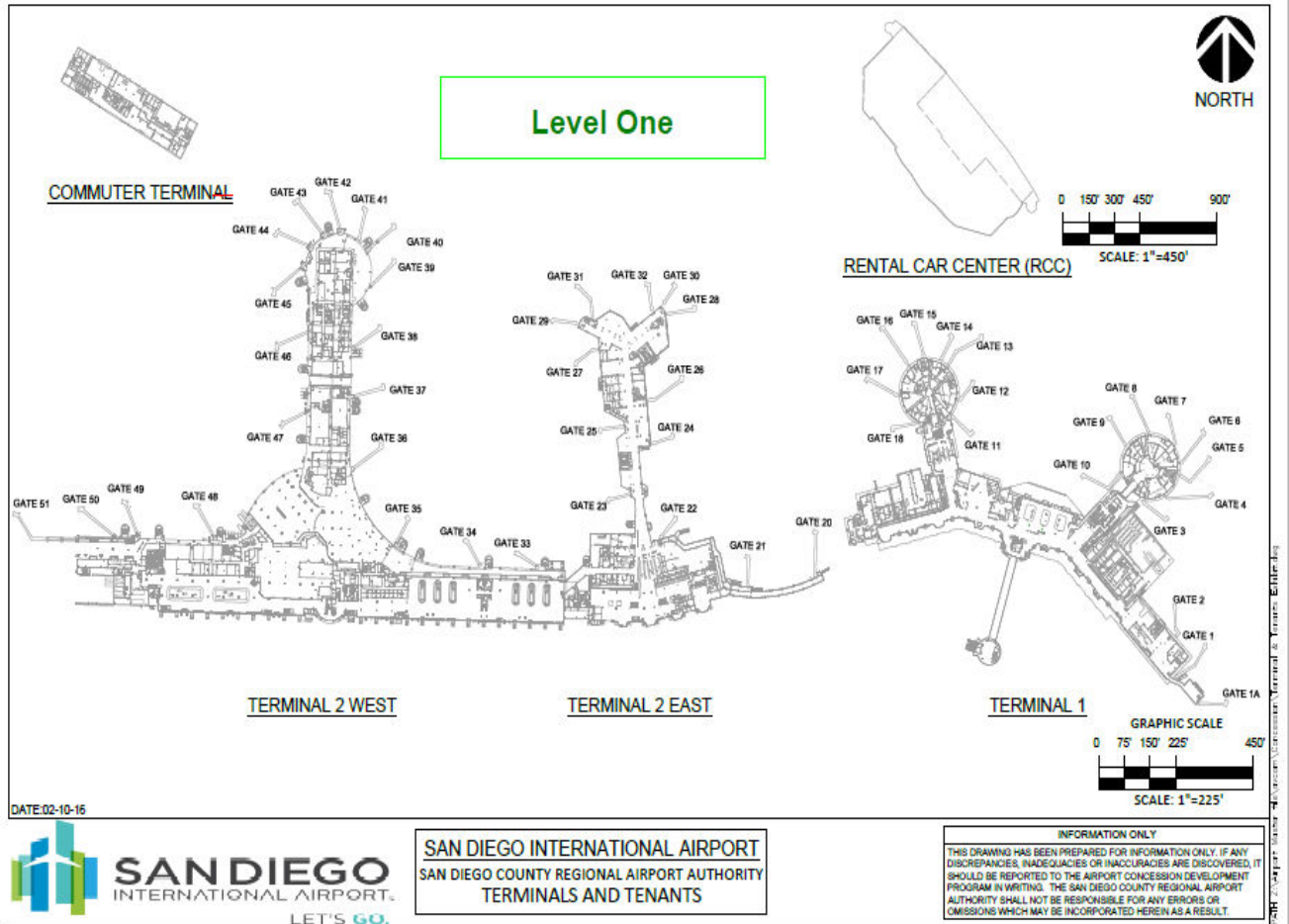
- a) Worker's Compensation with statutory limits and Employer's Liability. Said coverage shall have limits not less than one million dollars (\$1,000,000) per occurrence. Permittee may request a waiver of this requirement if they are exempt from Workers' Compensation coverage in accordance with California law.
- b) Commercial General Liability, including, without limitation, Contractual Liability, Personal and Advertising Injury, and Products/Completed Operations coverages written on an "occurrence," not "claims made" basis. Coverage shall be in the amount of two million dollars (\$2,000,000) each occurrence and in the aggregate. The policy shall be endorsed to include the Authority, its Board, directors, agents, officers and employees as additional insureds. The coverage provided to the Authority, as an additional insured, shall be primary and noncontributing with any insurance policy held by the Authority.
- c) Commercial Automobile Liability. Coverage shall cover Owned, Non-Owned, or Hired Automobiles and shall be written on an "occurrence," not "claims made" basis in the amount of [] million dollars () million dollars combined single limit for bodily injury and property damage.

Prior to use or occupancy of the Airport, Permittee shall provide to the Authority copies of all Certificates of Insurance for types and limits of insurance and, where requested, copies of Additional Insured Endorsement. Permittee agrees to provide that the policies and coverages shall not be subject to cancellation or non-renewal except after written notice to the Authority at least thirty (30) days prior to the effective date thereof. Permittee shall ensure its subcontractor(s) satisfies all substantive requirements for the work set forth by this Permit, including insurance and indemnification.

The procuring of such required policies of insurance shall not be construed to limit Permittee's liability hereunder, or to fulfill the indemnification provisions and requirements of this Permit. Notwithstanding said policies of insurance, Permittee shall be obligated for the full and total amount of any damage, injury, and/or loss caused by its negligence or neglect connected with this Permit or with the use or occupancy of the Premises.

22. Permittee shall credit the Authority in the production project whenever possible and appropriate by use of the following: "PRODUCTION ASSISTANCE PROVIDED BY THE SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY".

EXHIBIT A



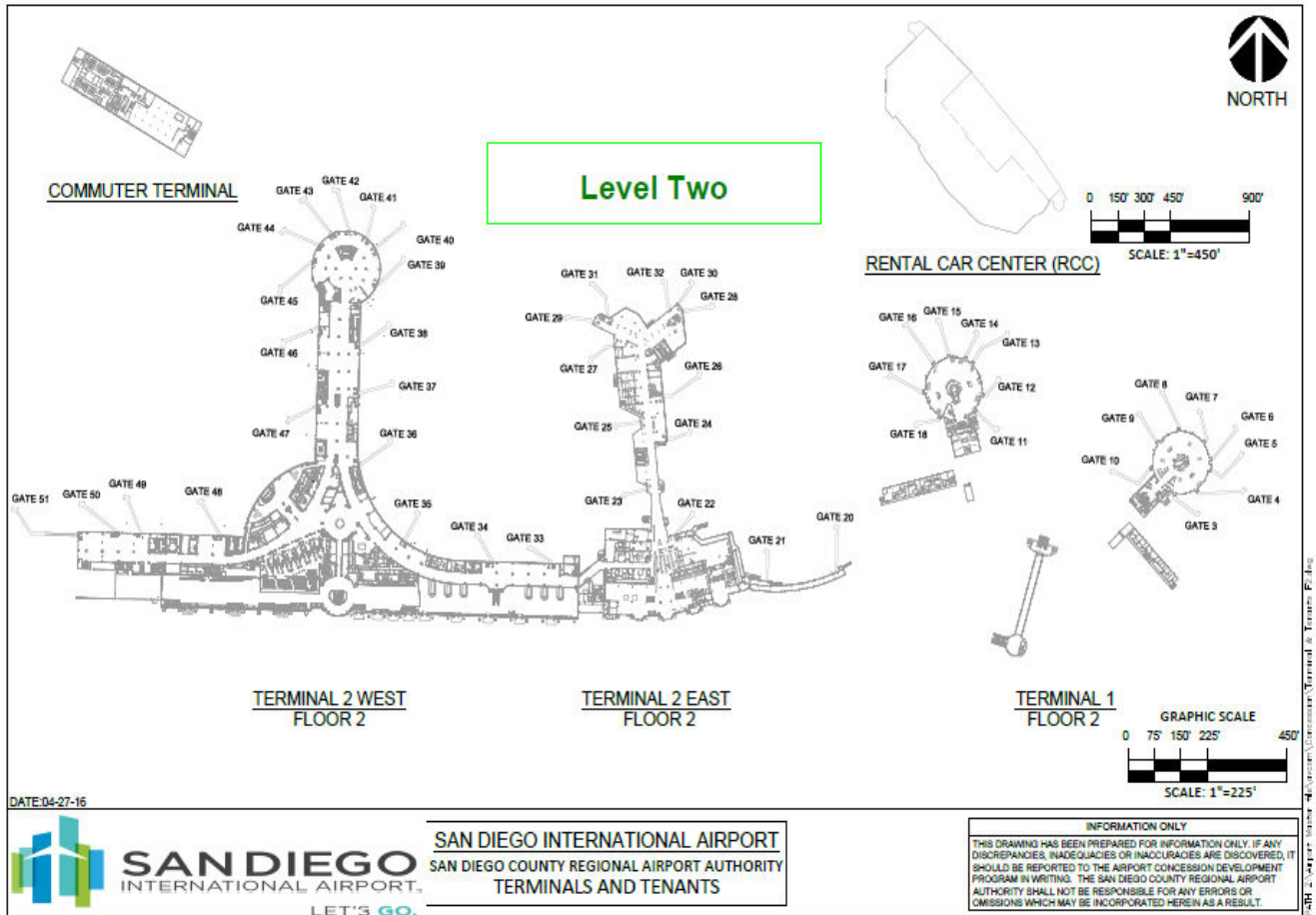


EXHIBIT B



PERMIT # _____

Commercial Filming/Photography Activities Permit

This Commercial Filming/Photography Activities Permit must be in the possession of EACH individual while on Airport Property and must be presented when requested by Airport Management or Harbor Police.

REQUESTED BY (NAME OF ORGANIZATION OR INDIVIDUAL)		
NAME	EMAIL ADDRESS	TELEPHONE NO.
EFFECTIVE DATES:		
TO	FROM	
EFFECTIVE TIMES:		
TO	FROM	
PERSONNEL AUTHORIZED TO CONDUCT ACTIVITIES:		
NAME	CONTACT NUMBER	
NAME	CONTACT NUMBER	
NAME	CONTACT NUMBER	
NAME	CONTACT NUMBER	
ADDITIONAL INFORMATION:		
PERMITTED ACTIVITY:		
TYPE OF FILMING		METHOD OF FILMING
COMMERCIAL ☐		MOTION PICTURE ☐
NON-PROFIT ☐		VIDEO ☐
		STILL ☐
AUTHORIZED LOCATION FOR PERMITTED ACTIVITY:		
TERMINAL 1	INTERIOR ☐	EXTERIOR ☐
TERMINAL 2 – EAST	☐	☐
TERMINAL 2 - WEST	☐	☐
AIRPORT MANAGEMENT USE ONLY		
APPROVED BY:		DATE:
(PRINT NAME & SIGN)		

ACKNOWLEDGEMENT & ACCEPTANCE

By the signature of its authorized agent below, Permittee acknowledges it has read, understands and accepts the terms, conditions, restrictions and obligations contained within this Permit.

Print Name / Title

Date

Signature

By my signature above, I _____ [print name/title],
of _____ [company/name], hereby certify
under penalty of perjury under the laws of the State of California
that I am an owner, officer or employee of Permittee with authority
to obligate Permittee.

FOR OFFICIAL USE ONLY. DO NOT WRITE BELOW THIS LINE.

DATE OF PERMIT ISSUANCE: _____

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY

By: _____

This Permit must be in the possession of Permittee or his/her authorized representative at all times while on Airport Property and must be presented when requested by Airport Management or Harbor Police.