

**POLICY ON PHOTOGRAPHY, FILMING, AND VIDEOTAPING AT
AUSTIN-BERGSTROM INTERNATIONAL AIRPORT**

SECTION 1. AUTHORITY AND PURPOSE.

- A. This policy is adopted by the director of the City of Austin Department of Aviation pursuant to Chapter 13-1 of the Austin City Code.
- B. The purpose of this policy is to establish guidelines under which the Department of Aviation, acting through its director, or designee, may consider requests from persons to take still, motion pictures, or videotape for commercial use, public exhibition, publication, or display, or to film any motion picture, television program or commercial advertisement (“Photography”) on airport property without causing disruption or inconvenience to airport passengers, patrons, and tenants, or otherwise impeding airport operations.
- C. This policy is not applicable to taking of still or motion pictures or videotaping (a) by airport users for personal noncommercial purposes, or (b) by the press or news media in covering newsworthy events at the airport.

SECTION 2. DEFINITIONS.

Unless specifically defined otherwise herein, or unless a different meaning is apparent from the context, the following terms used in this policy have the following definitions, whether or not such terms are capitalized:

- A. **AIRPORT** means the City of Austin Austin-Bergstrom International Airport.
- B. **AIRPORT USER** means any person using or patronizing the airport or any authorized service or business at the airport, and includes travelers; persons meeting, greeting, or transporting travelers; and the officers and employees of the City, airport tenants, and contractors.
- C. **APPLICANT** means a person applying for a permit to engage in photography at the airport.
- D. **CITY** means the City of Austin, a Texas home-rule municipal corporation.
- E. **DAY** means a calendar day, i.e., a period of 24 hours commencing at 12:00 a.m.
- F. **DEPARTMENT** means the City of Austin Department of Aviation.
- G. **DEPARTMENT OFFICIAL** means the officer of the department designated by the director to administer this policy.

- H. DIRECTOR means the director and chief executive officer of the City of Austin Department of Aviation.
- I. PERMIT means a written authorization to engage in photography at the airport.
- J. PERMIT HOLDER means an applicant who has been granted a permit.
- K. PHOTOGRAPHY includes the taking of still or motion pictures or videotaping for commercial use or public exhibition, publication, or display, or the filming of any motion picture, television program or commercial advertisement, at the airport.
- L. PRE-PRODUCTION means ancillary activities on airport property that are necessary to prepare the premises for photography.
- M. PREMISES means that portion of the airport for which a permit holder has been granted a permit.

SECTION 3. POLICY.

- A. A person may not take still or motion pictures or videotape for commercial use or public exhibition, publication, or display, or film, make or produce any motion picture, television program, or commercial advertisement, on any portion of the airport, unless that person completes a permit application for such photography in the form adopted by the director, and the application is approved by the department official.
- B. The application must include:
 - 1. Title and description of the photography project;
 - 2. Name of the requesting person, production company, or organization;
 - 3. Description of the scenes to be filmed/photographed at the airport, including storyboards, if available;
 - 4. Production dates and times;
 - 5. Arrival and departure hours;
 - 6. Requested locations;
 - 7. Number of cast and crew members involved, including background extras;

8. Flight information, if applicable;
9. Number and type of production vehicles;
10. Identification of equipment to be used, e.g., cameras, cranes, lifts, etc.;
11. Identification and use of props;
12. Special effects requests;
13. Identification and use of animals;
14. Stunt requests; and
15. Lighting requests.

C. Applications for a permit must be submitted to the department official at least ten working days prior to the commencement of any airport photography or pre-production work on airport property. The department official may waive the ten business day advance filing requirement upon written request for good cause shown. Permit applications will be considered in a fair, impartial, and content-neutral manner, and processed on a first-come, first-served basis, subject to availability of space. If a permit application is denied, the applicant will be informed in writing of the grounds for denial. Grounds for denial of a permit application include:

1. failure of the applicant to file a complete and accurate application or to supplement, upon request, the application with additional information reasonably required by the department official to consider the application;
2. the making of any false statement or misrepresentation in the application, or the failure to disclose any material fact which, if disclosed, would cause the application to be denied;
3. the failure of the applicant to pay outstanding damage or payment claims arising out of prior permits, or to provide surety bonds, or liability insurance, if required;
4. lack of available space;
5. the proposed photography would adversely affect the safe, orderly, and efficient operation of the airport, disrupt travel, impair airport security measures, or materially increase congestion at the airport;

6. preservation of public health and safety;
7. interference with flight operations at the airport;
8. compliance with applicable federal, state, or local laws, statutes, ordinances, rules, and regulations governing operation and security of the airport, including, but not limited to, regulations promulgated by the Federal Aviation Administration and Transportation Security Administration;
9. construction, repair, or maintenance activities at the airport;
10. an airport emergency; or
11. the termination of a prior permit of the applicant within the previous 12 months for failure of the permit holder to comply with permit conditions.

D. The permit will be in writing, incorporate the provisions of this policy and such other terms and conditions as the director may reasonably require, and be executed by the department official and an authorized officer of the applicant prior to commencing photography at the airport. A permit grants the permit holder only a license to use the premises in accordance with the terms of the permit and this policy. A permit is not a lease and creates no estate or property interest in the permit holder to the premises. A permit may not be assigned or transferred in whole or in part.

E. The use of airport by the permit holder for photography is subordinate to the use of the airport for aviation purposes. Due to the space and design limitations of the airport, the director may reasonably limit the kind, duration, and location of the photography.

F. Termination.

1. A permit may be terminated upon notice to the permit holder of the occurrence of any of the following:
 - a. the making of any false material statement or misrepresentation, or the failure to disclose material information, in the application for a permit;
 - b. failure of the permit holder to pay any fee charge, or other amounts due the City under the permit, or to comply with the terms of the permit and this policy, and such violation is not promptly cured upon notice from the City; provided, however, no prior notice and

opportunity to cure will be required if the nature of the violation presents an immediate danger to public health or safety, airport security, or interferes with airport or flight operations; or

- c. natural disaster, acts of God, unanticipated damage or destruction to airport property, airport emergency, airport security requirements, requirements of law, rules, regulations, an order of a court or regulatory agency having jurisdiction, or other cause not within the control of the City.
2. If a permit is terminated under subsection 3(F)(1)(a) or 3(F)(1)(b), the department official may not approve another permit application by the permit holder for 12 months. Upon permit termination, the permit holder must immediately leave the airport with all of its personal property.
- G. The denial or termination of a permit by the department official may be appealed to the director. Appeals must be in writing and submitted to the director within five days of the date of denial or termination.
- H. Unless otherwise expressly agreed to by the director in writing, all permits are subject to the following conditions:
1. photography will be limited to the premises designated in the permit;
 2. a permit holder may not photograph any airport user without the user's consent;
 3. permit holder's crew members in secured areas of the airport will be always escorted by a badged airport employee, at the rate of no more than five persons per badged employee escort;
 4. a permit holder may not obstruct, impair, or interfere with the free movement of pedestrian or vehicular traffic, or the conduct of any authorized business at the airport;
 5. except for persons in front of the camera during actual photography, each person engaged in photography must wear an identification badge while on airport property that prominently displays the person's name, and the name of the group or organization holding the permit. The permit holder must provide the department official with a list of contact persons responsible for the premises. The list must include numbers that can be called during any 24-hour period and on weekends. The department official will provide permit holder a list of names and phone numbers for permit holder to call in case of an emergency;
 6. if any property damage or personal injury results from a permit holder

engaging in photography at the airport, the department official may condition the issuance of any other or future permit to permit holder upon the posting of a damage deposit, surety bond, or liability insurance in an amount determined by the department official;

7. the permit holder must provide all equipment and materials necessary or appropriate, to conduct the activities authorized under its permit, consistent with this policy. An applicant will identify in its application any special equipment or materials that it proposes to supply or use on the premises. The department official may deny or restrict the use of such equipment or materials. Set-up and removal of equipment will be the responsibility of the permit holder;
8. smoking, including use of electronic smoking devices, is not permitted in City-owned buildings or in areas of the airport where a sign restricting smoking is posted;
9. the department does not provide reserved or free parking. Permit holders may park in the airport's public parking lots at their own expense;
10. in conducting photography in an outdoor location, the permit holder expressly assumes all risks relating to weather. The term of a permit will not be extended, nor will the location of the authorized premises be changed, due to inclement weather;
11. nothing herein is intended, or will be construed, to grant any person rights to conduct photography on areas of the airport exclusively or preferentially leased to any airport tenant, without the prior express written consent of such tenant;
12. photography is not permitted in any areas controlled or occupied by the Transportation Security Administration, the Federal Aviation Administration, or U.S. Customs and Border Protection unless the applicant has express permission from the respective federal agency and the department;
13. a permit holder may not conduct any activity on the airport under a permit for more than eight hours in any day, unless expressly authorized in the permit. Additional fees may apply for extended daily hours of photography; and
14. the permit holder must remain at least ten feet away from passengers standing in line as to not obstruct the orderly flow and formation of passenger traffic.

I. Fees and Payments.

1. Permit holder must pay the City's actual cost for City staff, and utilities and security used to escort, support, or assist the permit holder. The hourly reimbursement rate for City staff is as follows:
 - a. Airport Operations Specialist: \$25.52
 - b. Airport Operations Supervisor: \$32.30
 - c. Security and Ground Transportation Coordinator: \$39.66
 - d. Security and Ground Transportation Supervisor: \$32.30
 - e. Other: \$20.00

2. The department official will give the permit holder a written estimate of the amount the permit holder will be required to reimburse the City for staff time and utilities. The permit holder must pay the City the estimated cost in advance prior to commencing any photography activities on airport property. After the completion of the photography activities, the department official will calculate the actual amount owed for City staff and utilities. If the actual amount exceeds the pre-paid estimate, the City will invoice the permit holder for the difference. The permit holder must pay the City's invoice within 30 days upon receipt of invoice. All payments must be made payable to the City of Austin, Attn: Accounts Receivable, Austin-Bergstrom International Airport, 3600 Presidential Boulevard, Austin, Texas 78719. The director may, upon written request of the applicant, waive or reduce the charges authorized under this section for certain applicants, such as students or non-profit charitable organizations, if the imposition of such charges would impose financial hardship.

J. Use of Premises by Permit Holder.

1. The permit holder must scout the premises before the day of actual photography.
2. Areas of the airport may be restricted for purposes of photography including, without limitation, the air operations areas, sterile areas, security identification display areas, and the passenger screening points.
3. Permit holder may not make any modifications, alterations, or other changes ("Changes") to the premises, even if temporary in nature, without the department official's prior written approval. Such approval may be granted, denied, or conditioned, in the department official's sole and exclusive discretion. Any approved changes to the premises will be at permit holder's expense and permit holder will coordinate such authorized changes with the department official. Upon termination of the permit, permit holder must, at its sole expense, dismantle and remove any changes and restore the premises to its original condition. Permit holder must pay for all labor or materials furnished in the authorized repair, replacement, development, or

- improvement of the premises and must keep the premises and airport free and clear of any mechanic's or materialmen's liens or encumbrances of any kind whatsoever created by act or omission of permit holder, its agents, employees, or contractors.
4. Permit holder, at permit holder's expense, must provide janitorial and custodial services to maintain the premises in a clean, neat, and sanitary condition. Permit holder must provide for an adequate and sanitary means for garbage collection on and removal from the premises at its expense. Permit holder must keep the premises clean and free of litter and debris at all times. Upon expiration or termination of a permit, the permit holder must remove all equipment and sets from the premises, return the premises to the City in the same condition it was in at the inception of the permit term, and must repair any damage to the premises or airport property, or to any of the airport users caused by the permit holder, its agents, employees, representatives, or customers. If permit holder fails to comply with the provisions of this subsection, the City may clean the premises or make any necessary repairs, and the permit holder must reimburse the City for such cost.
 5. The department will have the right of access to the premises at all reasonable times.
 6. In its use of the premises, permit holder must comply with all applicable state, federal, and City laws, ordinances, rules, and regulations regarding its work, and the operation, maintenance, and use of the airport, including, but not limited to Federal Aviation Regulations, Transportation Security Regulations, and OSHA regulations. **PERMIT HOLDER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST, AND SHALL TIMELY PAY, ALL FINES OR PENALTIES IMPOSED FOR VIOLATIONS OF SUCH LAWS, ORDINANCES, RULES AND REGULATIONS BY PERMIT HOLDER, OR PERMIT HOLDER'S AGENTS, EMPLOYEES, OR CONTRACTORS.**
 7. No hazardous materials or toxic substances may be kept, stored, used or discharged on premises without the prior written consent of the director, which may be denied or granted subject to such conditions as the director may deem appropriate. Permit holder must comply strictly with all applicable federal, state, and local laws, ordinances, rules, and regulations that are intended for the protection of the environment or govern, control, restrict, or regulate the use, handling, treatment, storage, discharge, disposal, or transportation of hazardous materials or toxic substances. **PERMIT HOLDER SHALL INDEMNIFY AND HOLD THE CITY HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM PERMIT HOLDER'S USE, HANDLING,**

STORAGE, OR DISCHARGE OF HAZARDOUS MATERIALS OR TOXIC SUBSTANCES ON THE PREMISES, INCLUDING, WITHOUT LIMITATION, ALL COSTS TO REMOVE, REMEDIATE, ASSESS, TEST, AND DISPOSE OF SUCH HAZARDOUS MATERIALS OR TOXIC SUBSTANCES, AND FOR BODILY INJURY, DEATH, OR DAMAGE TO, OR LOSS OF USE OF, PROPERTY.

8. Permit holder must secure the premises. Permit holder will be solely responsible for the security of its personnel and equipment. City personnel will have the authority to prohibit any activity when necessary to protect airport property and equipment or the public health and safety; however, this will not decrease the liability of permit holder in any way.
9. Permit holder must provide fire extinguishing equipment at its own expense, as directed by the department official.
10. Permit holder must use only the designated route to and from the premises indicated in the permit. Permit holder must insure that its personnel, visitors, and contractors use only the designated vehicle parking area. Permit holder must advise its personnel and visitors that entrance to areas of the airport other than the designated premises is strictly prohibited.
11. Permit holder must supply a power generator as required. No surplus power for photography is available. Use of wall outlets for low demand lighting may be allowed by the department official. All cords and wiring on the floor must be taped or guarded.
12. Permit holder may not permit the use or possession of firearms, alcoholic beverages, illegal drugs, or controlled substances on the premises.
13. The permit does not grant permit holder the right to use those portions of the airport exclusively leased to airport tenants, such as airlines or concessionaires. Nor does it grant permit holder any rights to use, photograph, or reproduce any signs, logos, trademarks, or other property of tenants. Permission to use tenant property (including intellectual property) must be obtained directly from the applicable tenant(s). **PERMIT HOLDER SHALL HOLD THE CITY HARMLESS FROM AND AGAINST ANY CLAIMS OF SUCH TENANTS AGAINST THE CITY ARISING OUT OF ANY UNAUTHORIZED USE OF TENANT PROPERTY, INCLUDING, BUT NOT LIMITED TO, INTELLECTUAL PROPERTY, BY PERMIT HOLDER.**
14. The City reserves the right of flight for the passage of aircraft above the premises, and such right of flight includes the right to cause in such airspace such noises as may be inherent to the operation of aircraft now known or

hereafter used for navigation of or flight in the air, and the right to use said airspace for landing at, taking off from, or operating aircraft on or over the airport. Permit holder may not permit or create any electrical or other interference with radio communications between the airport and aircraft. Permit holder may not install any lighting on the Premises that would make it difficult for pilots to distinguish between airport lights and those of permit holder, impair visibility in the vicinity of the airport, or otherwise endanger landing, taking off, or maneuvering of aircraft.

15. No animals are permitted on airport property without written approval by department official and must be requested at the time the application is submitted. If approval is granted, the animals must be kept under control by qualified personnel, and no animal is to be harmed.
16. No scenes in public view involving weapons, acts of violence, or breaches of security are permitted.
17. Permit holder agrees that no person, on the grounds of race, color national origin, age, sex, or handicap, will be excluded from participation in, denied the benefits of, or be otherwise subject to discrimination, in the use of the premises under the permit. Permit holder must conduct all its activities in compliance with and pursuant to Title 49, Part 21 of the Code of Federal Regulations (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964), as said regulations may be amended. Permit holder must comply with the Americans with Disabilities Act of 1990 to the extent applicable. Permit holder must maintain and, upon demand, make available to the department official copies of all agreements it has made with suppliers, employees or customers, or any other agreements concerning permit holder's operations at the airport.

K. Department of Aviation Responsibilities.

1. The department will provide permit holder reasonable access to the premises for the purposes intended under this permit.
2. The department will not be obligated to make any improvements or repairs whatsoever to the premises while in use under this permit. If the premises or the utility services to the premises become unsuitable for the uses intended under the permit, the department will have no obligation to either repair or remedy any defects causing such event, nor will the department be obligated to provide suitable replacement facilities.
3. The department will provide electric, gas, water, wastewater, and drainage utility services associated with the premises. Permit holder must maintain electric loads within the designed capacity of the system.

L. Insurance and Liability.

1. Permit holder will carry and maintain insurance coverages as reasonably required by the director and specified in the permit for the duration of the permit and must furnish the director with certificates evidencing such coverage prior to commencing photography. Permit holder must carry commercial general liability and, if applicable, automobile and aircraft liability insurance, with minimum policy limits of not less than \$1,000,000 combined single limit. Higher limits may apply for certain filming locations, e.g., the airfield. Such policies will be primary without any right of contribution from the airport or the City, and such policies will specifically insure the liability assumed by permit holder. This paragraph may not be interpreted to limit or affect the obligations of permit holder as set forth in this policy. Permit holder may not do or suffer anything to be done on the airport which will increase the rates of fire, liability, or any other type of insurance on the airport.
2. **PERMIT HOLDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, OFFICIALS, EMPLOYEES, CONTRACTORS, AND AGENTS (COLLECTIVELY, "INDEMNIFIED PARTIES") AGAINST ANY CLAIMS, CAUSES OF ACTION, LIABILITY, OR DAMAGES, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION (COLLECTIVELY "CLAIMS"), FOR (A) BODILY INJURY OR DEATH TO ANY PERSON, (B) DAMAGE TO PROPERTY OF ANY PERSON, RESULTING FROM, OR ARISING OUT OF, THE WILLFUL MISCONDUCT OR NEGLIGENCE OF PERMIT HOLDER, OR ITS AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, THE INDEMNIFIED PARTIES, OR OTHER PARTICIPANTS IN THE ACTIVITIES SPONSORED AND CONDUCTED BY PERMIT HOLDER, OTHER THAN CLAIMS TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES.**
3. **IN NO EVENT SHALL CITY BE LIABLE TO PERMIT HOLDER FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY ARISING UNDER OR CONCERNING THIS AGREEMENT. PERMIT HOLDER'S EXCLUSIVE REMEDY IN THE EVENT OF BREACH BY THE CITY SHALL BE A REFUND OF ANY FEES AND PAYMENTS ACTUALLY MADE TO THE CITY.**

M. Special Provisions applicable to Permits for the use of the Airport as a location in a Motion Picture or Television Show.

1. The applicant must provide the department official with a copy of the script for the motion picture or television show, and the story boards for all scenes to be shot at the airport with its completed application.
2. In the event of a claim by the City against permit holder arising under or concerning the permit, City agrees it will not be entitled to enjoin, restrain, or interfere with the advertising, distribution, or exhibition of the motion picture or television show. The City expressly reserves all other rights or remedies against permit holder under the permit, at law, or in equity for breach of the permit, including its rights of suspension or termination.
3. Subject to the terms of the permit and this policy, and with full reservation of all of the City's trademark and other intellectual property rights in and to "Austin-Bergstrom International Airport," "AUS" and the associated Airport logo, all rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made in connection with the use of the premises by permit holder will be and remain the sole and exclusive property of permit holder, including, without limitation, the perpetual and irrevocable right and permit to use and re-use said photography and/or said sound recordings in connection with any motion picture or television show as permit holder may elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion picture or television show, in any manner whatsoever and at any time by all means media, devices, processes and technology now or hereafter known or devised in perpetuity.
4. Any film or television production receiving a benefit under this policy must place a credit on each film or television episode providing: "Thank you to the City of Austin for its generous support of this production. Filmed on location in Austin, Texas, U.S.A." or a similar credit approved by the department official.

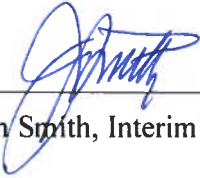
N. Miscellaneous.

1. Permits granted under this policy are made under the laws of the State of Texas, and any disputes that arise under or concern the permit will be governed by the laws of the State of Texas, without regard to conflicts of laws principles. Venue for any suit at law or in equity involving the permit will be proper and lie exclusively in Travis County, Texas.
2. If any covenant, condition, or clause contained in this policy or any permit granted hereunder, is held to be invalid or unenforceable by a court of

competent jurisdiction, such finding will not affect the validity or enforceability of any other provision of this policy or the permit, and the remainder will be construed and enforced as if the invalid or unenforceable provision were never included in the policy or permit.

3. In any action brought by the City for the enforcement of the obligations of permit holder, the City will be entitled to recover interest at the maximum lawful rate, reasonable attorney's fees, and court costs and other expenses of litigation.
- O. Airport Promotional Photography of Passengers. The City and department may on occasion take photographs and/or videos of patrons or event participants at the Austin-Bergstrom International Airport ("AUS") for use in print materials or by electronic methods, including but not limited to, the Fly Austin website and/or AUS social media accounts. Your entry into AUS or participation in AUS events grants permission for the City to use these photographs and/or video in its marketing and public relations efforts. If you wish to be excluded from any photograph and/or video used by the City, please contact the Airport at 512-530-2242 or e-mail at AUSMedia@flyaustin.com with the specific photograph and/or video you wish to be excluded from.

ADOPTED this ___ day of May, 2023.



Jim Smith, Interim Director of Aviation

