

**WAYNE COUNTY AIRPORT AUTHORITY  
COMMERCIAL FILMING AND PHOTOGRAPHY PROCEDURES  
FOR DETROIT METROPOLITAN WAYNE COUNTY AIRPORT  
GENERAL TERMS AND CONDITIONS**

The Permittee agrees to the following General Terms and Conditions for commercial filming procedures established by the Wayne County Airport Authority (referred to as "Airport Authority") at Detroit Metropolitan Wayne County Airport (referred to as "Airport").

**1. Authorized Purpose**

The Permittee shall not take still, motion or sound pictures, videotape or film or produce any motion picture, television program, or commercial advertisement at the Airport for commercial purposes without an authorized permit from the Airport Authority. The Permittee has the right to film, videotape, and photograph real and personal property at the Airport, subject to the express representations made at the time of application as to the time, date, location and nature of filming authorized by the Airport Authority, in advance. Any other activity not approved by the Airport Authority at the Airport, in advance, is prohibited.

**2. Location**

Permittee is strictly confined to the designated area which has been permitted/approved for production-related activities. The Permittee has the right to use areas of the Airport stated in its approved Commercial Filming & Photography Permit ("Permit") or as otherwise approved by Airport Authority.

The commercial filming procedures govern only public areas controlled by Airport Authority. For permission to use leasehold areas, such as airline gates or airline clubs, the Permittee agrees to contact the tenant holding that lease. Permittee must provide the Airport Authority with written permission from leaseholder before filming will be approved.

Permit applications will be processed subject to availability of space. The use by the Permittee for filming or photography shall at all times be subordinate to the use of the Airport for aviation and related commercial purposes. Due to space and design limitations of the Airport and the Airport terminal(s), the Airport Authority may limit the kind, duration, and location of the filming or photography.

Areas of the Airport that may be restricted for purposes of filming or photography include, without limitation, the Air Operations Area (AOA), Sterile Area, Security Identification Display Area (SIDA), and the Transportation Security Administration (TSA) Passenger Screening areas. Filming of security checkpoints is permitted with written approval from the TSA.

**3. Date and Time**

The Permittee may only use the Airport premises on and during the dates and times stated in the permit. The Permittee must provide to the Airport Authority reasonable notice before filming. Film permits issued by the Airport Authority shall not exceed a term of fifty (50) filming days. Any changes are subject to the mutual approval of Permittee and Airport Authority, with Airport Authority's approval not to be unreasonably withheld or delayed.

#### **4. Disapproval, Changes or Cancellation**

The Airport Authority has the right to deny requests to film at the Airport and to limit the number of participants, the size, and quantities of vehicles and equipment that may be used during filming. The Airport Authority also has the right to cancel filming or alter dates, times and specific locations for the safety of the public, when the activity unreasonably disrupts public use of the property, or for other Airport needs. Airport Authority reserves the right to cancel the Permit without cause or incurring any liability.

#### **5. Oversight by Airport Authority Staff**

The Airport Authority reserves the right to assign authorized staff members or security or safety personnel to monitor the Permittee's filming at the Airport. Permittee may and is encouraged to make a pre-production site visit with Airport Authority personnel prior to the actual filming to determine logistics, shooting schedule, parking requirements, equipment staging, Airport escorts, Airport management oversight, public safety issues and public and tenant impact issues. All meetings shall be scheduled during regular business hours; Monday through Friday, except for holidays, between 8:00 a.m. and 4:30 p.m., unless otherwise agreed to by the Airport Authority.

The Airport Authority reserves the right to charge Permittee for the use of airport personnel, Police Officers, airport vehicles, production vehicle and cast/crew/extras parking, base camp, facility maintenance materials and utility charges in addition to published permit fees. Permittee shall be solely liable for any and all charges by Airport Authority for Airport personnel assigned to the production due to cancellations or changes in production dates and/or times made by Permittee subsequent to Permit approval.

#### **6. Conduct**

Permittee will be responsible for all production persons in attendance at the Airport filming location. The term 'production persons' shall be defined as including, but not limited to the following: executive producer, producer, director, assistant director, all crew members, cast, agents, contractors, subcontractors, clients and invitees of the Permittee.

Possession or use of firearms (including prop items in the form of weaponry), explosives, alcoholic beverages, controlled substances or illegal drugs are expressly prohibited. Permittee shall not permit or allow the use or possession of firearms, explosives, alcoholic beverages, illegal drugs, or controlled substances by production persons on the premises.

The Permittee, its crew and participants, shall not interfere with the traveling public using terminal facilities or air transportation and related operations or adversely impact the safety of such operations. The Permittee shall not impede the flow of traffic, cause undue disturbance, or disrupt Airport passenger or operations. The Permittee shall take direction from authorized Airport Authority staff members at all times.

Permittee's cast and crew members are required to wear a visible production identification (I.D.) card (minimum size: 2" x 4", uniform in color, highly contrasted with black ink print) which shows the production company name and the individual wearer's name. If Permittee's crew already possesses photo I.D. badges for the production, such I.D. may satisfy this requirement for those crew members; all others must otherwise meet the uniform I.D. requirements stated herein. Any cast or crew member not displaying their production I.D. will be escorted from Airport property.

## **7. Condition of Premises**

Permittee must maintain the premises (the authorized filming location(s) at the Airport) in a clean, neat, and sanitary condition. Permittee shall keep the premises clean and free of litter and debris at all times. The Permittee agrees to maintain a clean working area and to restore any Airport property used to the same condition in which it was found. The Permittee shall pay for any damage to Airport property resulting from use of Airport property for filming. If Permittee fails to comply with the provisions of this Section, the Airport Authority may clean the premises or make any necessary repairs, and the Permittee shall reimburse the Airport Authority for such cost.

Upon expiration, or termination of a Permit, the Permittee shall remove all equipment and sets from the premises, return the premises to the Airport Authority in the same condition it was in at the inception of the Permit term, and shall repair any damage to the premises, or the property of the Airport, caused by the Permittee, its agents, employees, representatives or customers.

At the discretion of Airport Authority, the Permittee and Airport Authority agree to jointly inspect Airport property prior to and following the Permittee's use, for the purpose of observing and noting, in writing, existing damage, if any. Airport Authority agrees to provide Permittee with notice of specific damage, in writing, within ten (10) days of the Permittee vacating the Airport property. Additional damage noted at a later date shall be forwarded to the Permittee promptly. Airport Authority shall permit the Permittee's representative to inspect such damage.

Permittee shall not make any modifications, alterations, or other changes to the premises without advance written approval by the Airport Authority's Chief Executive Officer, or his/her designee.

## **8. Production Subject Matter**

With the completed application, the Permittee must provide the Airport Authority with a script or detailed description of what the Permittee hopes to capture by recording audio and/or images for any video, motion or sound picture, television program, or commercial advertisement. The description must at least include the subject, purpose, theme and any other information necessary to comprehensively convey Permittee's intent. Once the Permit is issued, the Permittee may not thereafter modify the script or subject matter in any manner that would embarrass or tarnish the image of the Airport or the Airport Authority.

The Airport Authority reserves the right to require that anything offensive, including but not limited to nudity, pornography, child pornography, distasteful language or excessive violence be omitted from the scenes filmed at the Airport.

## **9. Documentaries/Reality Television**

Documentaries and Reality Television programs will be treated as any other film project, and those involved will be subject to provide Insurance and adhere to the General Terms and Conditions set forth herein.

## **10. Parking and Vehicle Restrictions**

The Permittee agrees to park its equipment and production vehicles only in areas designated by the Airport Authority for such activity. Loading and unloading may be done only in areas approved in advance by authorized Airport Authority staff. The Permittee shall not park vehicles on any Airport roadways, including the curbs in front of the Airport Terminal buildings. Production vehicles, curbside, loading or unloading, shall be limited to 'key' vehicles only, as determined by

the Airport Authority. These vehicles must be attended at all times, and may remain at the curb only while loading or unloading. The act of loading or unloading must be completed within a reasonable time. Permittee shall provide the Airport Authority with a complete list of vehicles to be parked at the Airport or to be loaded/unloaded at the Airport, including the make, model, color and license plate number of each vehicle.

All vehicles using the Airport's public structured parking facility must be within Airport Authority height and weight restrictions. The Permittee agrees to pay for all parking at standard parking rates. All production vehicles, including picture vehicles and private vehicles shall be subject to search. The Permittee shall not impede traffic flow on any Airport roadway.

#### 11. **Food and Beverage**

The Permittee shall not bring outside food or beverage items into active passenger terminals at the Airport for consumption (e.g., catering, craft service, etc.). All food and beverage items intended for consumption by cast and/or crewmembers inside an active terminal building must be purchased from and/or provided by an existing Airport concessionaire and/or Airport-authorized airline catering provider.

#### 12. **Indemnification**

The Permittee will indemnify, defend, and hold harmless the Airport Authority, and its respective board members, officers, employees, agents, and representatives, and Delta Air Lines, Inc., from and against any and all claims, liabilities, losses, demands, causes of action, suits or judgments including, but not limited to, those for death or injury to persons and for loss of or damage to property, arising or alleged to arise, either directly or indirectly, out of or in connection with the Permittee's use of the Airport, or out of or in connection with the acts or omissions of the Permittee, its officers, employees, agents, representatives, contractors, guests or other invitees where such acts or omissions occur at the Airport.

In no event shall the Airport Authority be liable to the Permittee for consequential, incidental, punitive or exemplary damages under any cause of action or theory of liability arising under or concerning this Agreement.

#### 13. **Insurance**

Permittee, at its own expense and in its own name, and with the Wayne County Airport Authority; the County of Wayne, Michigan; and Delta Air Lines, Inc., ***each*** named as additional insureds including their employees, directors, officers, appointed and elected officials for commercial general and automobile liability coverages on a primary/non-contributory basis, and must provide and keep in force during the term of this Permit the following types of insurance in not less than the amounts indicated below, with a financially responsible insurance company or companies licensed to conduct business in the State of Michigan and satisfactory to the Airport Authority:

- A. Commercial General Liability Insurance, which includes coverage for premises and operations, personal and advertising injury, copyright and trademark infringement and a contractual liability endorsement covering the obligations assumed by Permittee to indemnify the Airport Authority under the terms of this Agreement or, in lieu of a contractual liability endorsement, a policy from which any contractual exclusion has been deleted, e.g., *Media Liability*. Such policy must provide liability insurance for personal injury and property damage on an

“occurrence” basis with a limit of not less than **One Million Dollars (\$1,000,000.00)** for each occurrence; and,

- B. Automobile Liability Insurance in accordance with the laws of the State of Michigan, which includes coverage for any auto including non-owned and hired with a per occurrence limit of not less than **One Million Dollars (\$1,000,000.00)** for each occurrence; and,
- C. Workers’ Compensation Insurance as required by the State of Michigan or the State in which a particular employee is employed, or participation in any self-insured workers’ disability compensation program approved by the State of Michigan, or the State in which a particular employee is employed; and Employer’s Liability Insurance with all limits in amounts of not less than **Five Hundred Thousand Dollars (\$500,000.00)**.

Each policy required hereunder must include a waiver of subrogation in favor of the additional insureds and provide for at thirty (30) days advance written notice of cancellation/non-renewal, or material change in the terms of insurance and/or coverage afforded by the policy and ten (10) days for non-payment of premium to the Airport Authority.

At the time this Permit is approved and issued by the Airport Authority, and by the expiration date of any expiring policies, the Permittee must file with the Airport Authority, either a certified copy of each insurance policy required by the Airport Authority in the preceding paragraphs, or a certificate of insurance, as evidence of Permittee’s compliance with this Section; provided, however, that within thirty (30) days following the written request of the Airport Authority, Permittee will replace any insurance certificate with a certified copy of each insurance policy. In the event the Permittee requests to film at or in additional locations at the Airport, and is granted written approval from the Airport Authority to do so, Permittee will be required to include additional entities as additional insureds for commercial general and automobile liability coverages.

If any of the required insurance policies are terminated or canceled during the term of this Permit, Permittee will cease operations until such insurance is reinstated.

Permittee will waive any rights of subrogation for personal injury or property damage against the Airport Authority, its employees and agents arising from this Permit. In the event of any payment by any insurer of Permittee, such insurer will not be subrogated to any of Permittee’s rights of recovery thereof against the Airport Authority, its employees and agents. Permittee will not execute, nor deliver any instruments or other documents, nor take any other action to secure any such rights for Permittee’s insurer(s) against the Airport Authority, its employees and agents.

In addition, Permittee waives any rights of recovery it may have against the Airport Authority, its employees and agents for insured losses occurring to any property insured by Permittee in accordance with this Permit.

*Addresses for Insurance Certificates (if needed):*

**Wayne County Airport Authority**  
Detroit Metropolitan Airport  
11050 Rogell Dr. #602

Detroit, MI 48242

**County of Wayne Michigan**

500 Griswold St.  
Detroit, MI 48226

**Delta Air Lines, Inc.**

Attn: Risk Management – Dept. 858  
1030 Delta Blvd., Administrative Bldg.  
Atlanta, GA 30320

**14. Air Operations Area and Security Identification Display Areas**

The Permittee shall not have access to the Air Operations Area (AOA) or any other secured areas of the Airport unless specifically authorized by the Airport Authority in the Permit. The AOA includes any area of the Airport intended to be used for aircraft parking, taxiing, landing of, taking off of aircraft, and all other areas within the Airport safety perimeter.

To use the AOA or Secured Areas, the Permittee must be accompanied by an authorized Airport Authority staff member or airline personnel at all times, must not interrupt Airport operations, and must provide commercial general liability insurance in the amount of Five Million Dollars (\$5,000,000.00). Use of the AOA or Secured Areas is subject to the availability of Airport Authority staff and may be cancelled or postponed for Airport purposes. If Permittee is allowed access to the AOA, Permittee shall furnish the Airport Authority or its designee with a complete written list of full legal names and dates of birth of all persons who will be provided access to the AOA within three (3) business days prior to production or permit is subject to cancellation. Each production person shall provide photo identification and submit to personal search if asked to do so by the Airport Authority acting within applicable federal, state, and/or municipal statutes, codes, ordinances and/or guidelines. All production persons are required to wear badges for identification purposes when not acting in a scene. No person shall drive or walk on the AOA unless under escort, or explicit permission is granted by the Airport Authority. No privately owned vehicles shall be allowed on the AOA.

**15. Hazardous Materials Prohibited**

No hazardous materials or toxic substances shall be kept, stored, used, or discharged on the premises.

**16. Choice of Law**

Permits granted under these procedures are governed by Michigan law and venue shall be proper and lie exclusively in Wayne County, Michigan.

**17. Filming Rights**

The Permittee has the exclusive rights to all photography, filming and sound recordings made on Airport property authorized in accordance with the Permit in all media, whether now known or hereafter devised, throughout the universe in perpetuity. Airport Authority grants to the Permittee and its successors the right to duplicate and recreate all or a portion of the Airport premises and

to use it in any media or manner now known or hereafter devised, including but not limited to any theatrical or non-theatrical exhibition, subscription, or pay or free television exhibition. The Permittee also has exclusive right to any publicity, promotion, advertising, or merchandise related to the Production for the purpose set forth in the Permit Application. Any other use of the photography, filming and sound recordings made on Airport property is prohibited without further approval of the Airport Authority.

Notwithstanding the foregoing, the footage will not be used separate or apart from the Production. Notwithstanding any of the foregoing or anything contained herein to the contrary, nothing contained herein shall limit or restrict Permittee's right to use the Production containing the footage in any and all media now known or hereafter devised throughout the universe in perpetuity, including without limitation clip/compilation shows, licensing of clips of the footage to other television shows, movies or productions, "behind-the-scenes" and/or "making of" materials, recaps contained in any episode, flashbacks contained in any episode, any "bonus" or "additional material" included in the release of episodes on DVD or any other platform and any promotion, advertising, or publicity of the Production.

**18. Credit**

Permittee shall acknowledge the cooperation of the Airport Authority substantially in the form of "Wayne County Airport Authority" during the credits of the film. The aspects of such credit shall be at the full discretion of Permittee.

**19. Communication**

All inquiries and requests should be directed through designated persons in the Airport Authority. Notices to the Airport Authority should be delivered, unless otherwise indicated, to:

Communications and External Affairs  
Wayne County Airport Authority  
11050 Rogell Dr. #602  
Detroit, MI 48242  
external.affairs@wcaa.us

**20. Airport Authority Recording Activities**

Airport Authority reserves the right to photograph, film, videotape or otherwise record images and sound of production activity when taking place at the locations approved for Permittee's filing activities under this Permit.

**21. Non-Transferability**

During the term, the Permittee may not transfer or assign this Permit or this Agreement to any person or entity without Airport Authority's prior written consent. This Agreement is binding on any transferees or assigns. Notwithstanding the foregoing, Permittee may transfer the rights conferred in Section 17 herein in the normal course of business.

**22. Compliance with Laws**

The Permittee agrees to comply with all applicable federal, state, and local laws; Airport ordinances; and Federal Aviation Administration and Transportation Security Administration regulations.

Permittee acknowledges that any documents or records provided to the Airport Authority in relation to the filing activities pursuant to this Permit or Agreement are subject to the Michigan Freedom of Information Act, being MCL 15.232, et al.

**23. Public Use**

The Airport Authority's operations are primarily focused on serving the transportation needs of the general public and common carriers operating at the Airport. Such operations take precedence over the activities described in this Permit or Agreement. Therefore, the Airport Authority retains the right to terminate this Permit or Agreement at any time if the Airport Authority, in its sole discretion, determines that the activities conducted hereunder interfere with the public use of the Airport.

**24. Severability**

If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstances is, to any extent, judicially determined to be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, is not affected and is enforceable.

**25. Remedies**

In the event of any claim by the Airport Authority against Permittee, whether or not material, the Airport Authority shall be limited to Airport Authority's remedy at law for monetary damages, if any, and the Airport Authority agrees not to enjoin, restrain or interfere with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings with respect to the limited rights granted Permittee pursuant to this Permit.

**26. Terms of Authorization**

The undersigned has read, understands, and agrees to comply with the foregoing conditions, rules and regulations contained herein. The undersigned further understands that failure to comply may result in the revocation of its Commercial Filming & Photography Permit. The undersigned represents that he/she is authorized to sign on behalf of Permittee.

**Name (Print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_