

**GENERAL TERMS AND CONDITIONS FOR FILMING AT MSP AIRPORT**

The requesting party (referred to as “the Company”) agrees to the following General Terms and Conditions established by the Metropolitan Airports Commission (referred to as “MAC”) for using Minneapolis-St. Paul International Airport (referred to as “Airport”) subject to the specific terms of the Airport Filming Agreement.

**1. Authorized Purposes**

The Company has the right to film, videotape and photograph (collectively referred to as “film” or “filming”) real and personal property at the Airport. The Company may refer to the Airport by a fictitious name and attribute any fictitious events as occurring at the Airport.

**2. Location**

The Company has the right to use areas of the Airport stated in the Airport Filming Agreement or as otherwise approved by MAC's Airport Director's Office. This Agreement governs only public areas controlled by MAC. For permission to use leasehold areas such as airline gates or retail shops, the Company agrees to contact the tenant holding that lease. Company must provide the MAC with written permission from leaseholder before filming will be approved. **Filming may only take place at the specific locations approved on the permit. Any change to the permit with regards to location for filming, the numbers of people involved in the filming, etc. must be pre-approved and a new permit issued.**

**3. Date and Time**

The Company may only use the Airport premises on days and times stated in the Airport Filming Agreement or as otherwise approved in advance by the Airport Director's Office. The Company agrees to give the Airport Director's Office reasonable notice before filming. The Company must provide at least 5 business days' notice of intent to film on the Airfield / Air Operations Area (AOA). See paragraph 14.

**4. Disapproval, Changes or Cancellation**

MAC has the right to deny requests to film at the Airport and to limit the size and quantities of vehicles and equipment that may be used. MAC 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. MAC reserves the right to cancel this Agreement without cause or incurring any liability.

In the event that the COMPANY cancels a production date, a 15% cancellation fee based on estimated location fees and labor charges will be assessed.

**5. Oversight by MAC Staff**

MAC reserves the right to assign an authorized staff member to monitor the Company's filming at the Airport or require a pre-location meeting with the company to see the proposed area and discuss logistics. The Company agrees to pay for the authorized staff member's time according to the User Fee Schedule.

**6. Conduct**

The Company shall not impede the flow of traffic, cause undue disturbance, or disrupt Airport operations. The Company shall take direction from authorized MAC staff members at all times and shall pay for MAC staff members to handle any necessary crowd control as determined by MAC.

**7. Condition of Premises**

The Company agrees to maintain a clean working area and to restore any Airport property used to the same condition in which it was found. All temporary alterations to the premises must be approved in advance by the Airport Director's Office. The Company shall pay for any damage to Airport property resulting from use of Airport property for this filming. MAC contractors will perform necessary repairs.

At the discretion of MAC's Airport Director's Office, the Company and MAC may agree to jointly inspect Airport property prior to and following the Company's use, for the purpose of observing and noting, in writing, existing damage, if any. MAC agrees to submit to the Company in writing, within ten (10) days of the Company vacating the Airport property (and within ten (10) days of completion of any additional use by the Company is responsible. Additional damage noted at a later date shall be forwarded to the Company promptly. MAC shall permit the Company's representatives to inspect such damage.

**8. The Picture**

Prior to the execution of this Agreement, the Company shall upon request provide MAC a summary of the film, television program, video, commercial, photo shoot or anything else being filmed at the Airport (referred to as "the Picture"). The Company will notify MAC of any substantial content changes in the Picture. The Company agrees that there will be no live animals on Airport property unless authorized by MAC's Airport Director's Office. The Company further agrees that there will be no carrying or use of firearms or violence without the express permission of the MAC Police Department and any such use must be under the direction of the MAC Police Department. The Company agrees that there shall be no nudity or offensive or profane language on Airport property.

**9. Electricity**

The Company shall either provide its own portable generator with prior approval from MAC or the Company is required to have a MAC electrician oversee all electrical

hook-ups and use of electricity at the Airport. The Company agrees to pay hourly wage for electrical labor according to the User Fee Schedule.

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

The Company agrees to park its equipment and production vehicles only in areas designated by MAC. Loading and unloading may only be done in areas approved by authorized MAC staff. The Company cannot park vehicles on roadways in front of the Terminal buildings (including the Lindbergh, Humphrey and Regional) without previous arrangements with MAC. All vehicles using the structured parking facility must be under MAC's height and weight restrictions. The Company agrees to pay for all parking at standard parking rates. The Company shall not impede traffic flow on any Airport roadway, including Glumack Drive, Post Road, 34<sup>th</sup> Avenue, any other Airport roadway.

#### **11. Food**

The Company shall serve no food in the Terminal buildings unless it is provided by an airport approved vendor, and that vendor has granted the Company permission to serve food. If food is to be served, the Company must arrange with MAC for a location to serve it and provide its own tables and chairs. The Company agrees to pay for the use of non-public space used to serve food or for other purposes.

#### **12. Indemnification**

The Company shall indemnify and hold MAC harmless from any and all claims of any person or entities resulting from the use of Airport property by the Company or any of its agents or employees including, but not limited to, injury or death of persons and damage to or destruction of Airport property. The Company shall use counsel satisfactory to MAC.

#### **13. Insurance**

The Company shall maintain commercial general liability insurance providing at least one million dollars as a combined single limit for property damage and bodily injury. Insurance will include MAC as an additional insured and will provide at least (10) days' notice of cancellation or any material change in coverage. A certificate of general liability insurance will be provided to MAC prior to any use of Airport property. The Company shall also maintain automobile liability insurance in the amount of five hundred thousand dollars.

In addition, the Company shall maintain and provide a certificate of coverage to MAC of any Workers' Compensation and employers' liability insurance as required by Minnesota Statutes.

#### **14. Air Operations Area and Security Areas**

The Company shall not have access to the Air Operations Area (AOA) unless they are a tenant or airline, and are specifically authorized by MAC per the Airport Filming

Agreement. The AOA includes any area of the Airport intended to be used for landing, taking off or surface maneuvering of aircraft, and all other areas within the Airport safety perimeter. To use the AOA or Secured Areas, the tenant must provide general liability insurance described in paragraph 13 in the amount of five million dollars. The tenant is responsible for providing their own, badged escort. Use of the AOA or Secured Areas may be cancelled or postponed for Airport purposes. Non-tenants are prohibited from filming on the AOA or other secured areas of the airport as defined by the Airport Master Security Program.

## **15. Fees**

The following fixed fees are applicable whether or not there are any labor charges:

1. User fee in advance according to MAC's attached User Fee Schedule.
2. Parking fees. See paragraph 10.

The following billable charges will be assessed, if applicable. Rates are based on MAC's hourly labor charges as stated on the User Fee Schedule.

1. Electrician to oversee any use of electrical power. See paragraph 9.
2. MAC staff to oversee the Company's activity at the Airport or to provide crowd control if MAC deems it necessary. See paragraph 4-5.
3. Rental rate for any non-public space. See paragraph 11.
4. Other applicable charges as billed.
5. A 12% Administrative Fee for overhead on the total amount billed.
6. 7.275% Minnesota tax.

## **16. Non-Transferability**

The Company may not transfer or assign this Agreement to any person or entity without MAC's prior written consent. This Agreement is binding on any transferees or assigns.

## **17. Minnesota Law**

This Agreement is governed by Minnesota law.

## **18. Compliance with Laws**

The Company agrees to comply with all applicable federal, state and local laws, including those of MAC and the Federal Aviation Administration.

**19. Filming Rights**

The Company has the exclusive rights to any photography and sound recordings made on Airport property for this Picture. MAC grants to the Company and its successors the right to duplicate and recreate all or a portion of the Airport premises for this Picture and to use it in any media or manner known or unknown, including but not limited to any theatrical or non-theatrical exhibition, subscription, or pay or free television exhibition. The Company also has exclusive right to any publicity, promotion, advertising or merchandise related to this Picture. If the Company elects not to use the premises, the Company will pay MAC or MAC's documented out-of-pocket expenses.

**20. Communication**

All inquiries and requests should be directed through designated persons in the Airport Director's Office. Notices required by law or this Agreement should be communicated to the contact person the Company has designated on the Airport Filming Agreement or to:

Airport Director's Office  
Room 3000  
Minneapolis-St. Paul International Airport  
4300 Glumack Drive  
St. Paul, MN 55111  
Telephone: (612) 725-6464  
Fax: (612) 726-5527

**21. 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, pay appropriate fees and adhere to this Terms and Conditions Contract.

**22. Tenants**

A tenant of MSP is defined as a company that rents/leases space at the airport. A company that installed a fixture, light, display or other item at MSP but does not lease/rent space at MSP is not considered a tenant and will pay full fees to film at the airport.

**See attached location fees**

**LOCATION FEES**

**Still Photography Photo Shoot** (production involving up to 6 people)

Up to 2 hours	\$100
Each additional hour	\$50

**Still Photography Photo Shoot** (production involving more than 6 people)

Up to 2 hours	\$200
Each additional hour	\$100

**Film/Video** (productions involving up to 6 people)

Up to 2 hours	\$250
Each additional hour	\$150

**Film/Video** (productions involving 7 to 15 people)

Up to 2 hours	\$1,000
Each additional hour	\$225

**Film/Video** (productions involving more than 15 people)

Up to 2 hours	\$2,000
Each additional hour	\$450

**Administration fee (12% of total billed)**

**Tax (7.275%)**

**MAC EMPLOYEE LABOR CHARGES**

Standard Rate

Electricians	\$52.50/hour
Building Service Workers	\$50.00/hour
Police Sergeant	\$80.00/hour
Police Officers	\$70.00/hour
Community Service Officer	\$50.00/hour
Airside Ops Asst. Manager	\$58.50/hour
MAC Escort	\$50.00/hour

- Standard rate will be charged except that doubletime rate applies on Sundays and holidays.

**CONFERENCE ROOM RENTAL** - Please contact the airport conference center for scheduling of conference rooms/catering 612/794-4500

\*\*Rates established 2/05  
BH/film.4

11/99 3/03 2/05 09/06  
06/08 07/09 03/10 07/10