

Items to cover (see film projects):

1. Hold Harmless Agreement (**Revised form to be returned**)
2. Permit (**sign and returned prior to authorization by Aviation Director**)
3. Insurance
4. Fee (Minimum \$600.00 paid in advance of the filming on date of the shoot)
Note: payment by cashiers check to: The Port of Oakland, Landside Operations
5. Number of personnel on site (_____)
6. Equipment and equipment needs (_____)
7. Locations for shooting
(_____)
8. Parking arrangements (**Public parking**)
9. Loading/unloading locations (**Public parking**)
10. Guards (_____)
11. Operations assistance (_____)
12. Facilities (ESE's) assistance (_____)
13. Dates and times of project (_____)
14. Airport personnel (additional) (**One Landside Manager, or Coordinator**)
15. Include map of airport-mark sites to be used.
(_____)

PERMIT FOR MATERIAL USE

Date: _____ (“Date”)

Series/Program: _____
 (“Program”)
 at _____ minutes and _____ seconds recording time.

Description of Material: _____ and other public
 areas in close proximity thereto, as specifically identified and approved by the Port, will be filmed. Recording
 will be by use of _____.
 Recording will be taken or produced by Permittee in connection with said Program
 (“Material”)

Permitor: _____ Port of Oakland _____ (“Port”)

Permittee: _____
 (“Permittee”)

This Permit dated confirms that, PERMITTEE has requested and the Port does hereby permit PERMITTEE the non-exclusive use of the above described Material in the Program, and as part of the Program only, including Program distribution, transmission, display, performance, publication, and licensing, for viewing on television whether now known or hereafter devised, including related promotional use of the Material in the Program, worldwide and in all languages for the duration of copyright in the Program (including renewals or extensions thereof). The Port agrees to make the Material available to **PERMITTEE** for such use subject to the following terms and conditions:

1. The Material shall be used solely for the purpose, media, territory, and term specified above, with **PERMITTEE** having the right to edit the Material as reasonably necessary for inclusion in the Program.
2. PERMITTEE may not use the Material for any purpose that is unlawful or prohibited by these terms and conditions. PERMITTEE may not use the Material nor authorize or permit its use by any person, in any manner that could damage, discredit, impair or interfere with the reputation of the Port, its officers, directors, representatives, agents, or employees.
3. The Port has the right to enter into this agreement and to grant all rights granted under this agreement. The permission of no other party is necessary for PERMITTEE to exercise its rights hereunder, and the individual signing this agreement on its behalf has the full right, power and authority to do so.
4. PERMITTEE will not make or permit the making of any reproductions of or from the Material whatsoever, in whole or in part, except in connection with the purpose specified above.
5. PERMITTEE agrees that the Program in which the Material is incorporated will contain a copyright protection notice in accordance with the requirements of the Universal Copyright Convention.
6. A waiver by either the Port or PERMITTEE of any of the terms and conditions of this agreement in any instance shall not be a waiver of those terms or conditions for the future, or of any subsequent breach of those terms or conditions.
7. The Port and PERMITTEE agree that any disputes arising under this agreement shall be decided under the laws of the State of California, applicable to agreements entered into in California and to be wholly performed in California. Both The Port and PERMITTEE further agree to be subject to the jurisdiction of courts located in California, which shall be the exclusive forum for such dispute.

8. The permission granted herein is for the Material described above and is not a grant of permission to photograph, videotape, film or otherwise record images of individuals at the facility.

9. PERMITTEE use of facilities shall be in conformity with and subject to the operational and security requirements and directions of the Port of Oakland and applicable federal, state and local rules, regulations, laws and ordinances applicable to the site where the filming shall take place.

10. PERMITTEE agrees that, in addition to its covenants and agreement to indemnify the Port of Oakland, members of the Board of Port Commissioners, its officers, agents and employees from liabilities previously given pursuant to terms set forth by agreement dated _____, PERMITTEE covenants and agrees to indemnify the Port of Oakland, members of the Board of Port Commissioners, its officers, agents and employees from all liabilities, charges, expenses, (including counsel fees) and costs on account of or by reason of any liabilities and claims for damages and/or suits for or by reason of any injury or injuries to any person(s) arising out of PERMITTEE's unauthorized photographing, videotaping, filming, or otherwise recording of images or using, displaying, airing or otherwise publishing said images.

11. Incorporated by reference herein, Indemnity Agreement.

ACCEPTED AND AGREED this _____ day of _____, 2007.

PORT of OAKLAND

Permittee:

By:

Steven Grossman
Director of Aviation

By:

Address: Port of Oakland
530 Water Street
Oakland, CA, 94607

Address:

Phone/Fax: (510) 563-2849
(510) 639-7673

Phone/Fax: