

FILM PRODUCTION
AGREEMENT

THIS AGREEMENT is made and entered into as of this _____ day of _____, _____ by and between the LOUISVILLE REGIONAL AIRPORT AUTHORITY, a body politic and corporate and a political subdivision of the Commonwealth of Kentucky (the "Authority"), and [COMPANY NAME] (the "Operator").

Authority owns and operates Bowman Field located in the County of Jefferson, State of Kentucky (the "Airport").

Operator desires to conduct an activity at the Airport, such activity described as motion picture filming, videotaping and/or still photography and for no other purposes (the "Filming").

Authority desires to permit Operator to use certain facilities on the Airport for the Filming, upon the terms and conditions stated in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other valuable consideration, the parties agree, for themselves, their successors and assigns, as follows:

SECTION 1. TERM

- 1.1 The term of this Agreement shall be for ____ day(s) and shall commence [DATE] at [TIME] a.m./p.m. (the "Commencement Date") and shall end [DATE] at [TIME] a.m./p.m. (the "Expiration Date") unless terminated earlier as permitted elsewhere herein.

SECTION 2. FACILITIES

- 2.1 Authority grants to Operator the right, license and permission to use those facilities and areas of the Airport as are more fully described as the _____ (the "Facilities").

SECTION 3. SCOPE OF ACTIVITIES

- 3.1 Operator shall use and occupy the Facilities on a non-exclusive basis solely for the purpose of motion picture filming, and activities related to and in conjunction with the Filming.
- 3.2 Operator shall conduct its activities strictly in accordance with the rules, regulations, restrictions and requirements set forth in this Agreement and the Authority's Regulations as may be amended from time to time.

- 3.3 Operator's right to use the Facilities shall cease upon the termination or expiration of this Agreement, and Operator shall thereupon immediately surrender and return the Facilities in the same condition as received as of the Commencement Date hereof, ordinary wear and tear excepted.

SECTION 4. FEES

- 4.1 As a License Fee for use of the Facilities, operator hereby covenants and agrees to pay Authority the fee of:
- A. \$_____ (the "Base Fee"), which is \$300.00 per day multiplied by the number of days of the term of the Agreement, in advance, not less than 14 calendar days before the Commencement Date of this Agreement,
- plus,
- B. the costs and expense of all Authority personnel providing escort and oversight of the Filming, which is the sum of \$47.00 per hour per Authority personnel (the "Administrative Fee") (the Base Fee and Administrative Fee collectively being the "License Fee").

SECTION 5. OBLIGATIONS AND PERSONNEL OF THE PARTIES

- 5.1 Operator agrees that it shall be solely responsible for protecting the general public or invitees or licensees entering upon the Facilities from loss or damages to persons or property occasioned by Operator's activities or Operator's occupancy and use of the Facilities. Operator shall provide, at Operator's sole expense, an adequate number of trained and qualified personnel in order to fulfill Operator's obligations under this Agreement.
- 5.2 During Operator's occupancy of the Facilities, Authority may provide any or all of the personnel whom the Authority deems necessary for the protection of Authority's property.
- 5.3 It is understood and agreed that the Authority does not undertake to assume Operator's duties and responsibilities to protect the general public or any invitees or licensees entering upon the Facilities from loss or damages to persons or property occasioned by Operator's activities or Operator's use and occupancy of the Facilities, and that Operator shall remain solely liable therefore.
- 5.4 Operator agrees to obtain and furnish to the Authority copies of all necessary and required permits and licenses issued by the Commonwealth of Kentucky and Louisville Metro Government, if any.

SECTION 6. OPERATOR'S REPRESENTATIVE.

- 6.1 The name, address, telephone and fax numbers of Operator's representative are as follows:

[NAME]
[COMPANY NAME]
[ADDRESS]
[CITY, STATE ZIP CODE]
[TELEPHONE]

- 6.2 Operator represents and warrants to Authority, and covenants and agrees with Authority, that Operator's representative, [NAME] has the power and authority to act for and to bind Operator with respect to all matters arising out of or in any way connected with this Agreement or Operator's use or occupancy of the Facilities or its activities.

SECTION 7. [RESERVED]

SECTION 8. CONDUCT OF ACTIVITIES

- 8.1 Operator shall comply with all federal, state, and local laws, ordinances, rules and regulations, including the Regulations of Authority, as each and any of the same may be amended from time to time, that apply to the conduct of the Filming herein contemplated and keep in effect and prominently post all licenses or permits necessary or required by law. Operator shall indemnify and hold Authority free and harmless from any act or failure by Operator to comply with the terms and conditions of this Agreement.
- 8.2 Operator and all of its contractors, employees, personnel, agents and representatives shall be bound and shall abide by all rules, procedures, regulations and laws of all governmental bodies, including regulations and rules and procedures of the Authority, as the same may be promulgated from time to time, that relate to Airport access, security and/or safety, including the Transportation Security Administration (the "TSA") and Federal Aviation Administration (the "FAA"). Operator understands and agrees that fines and penalties may be assessed by the TSA for Operator's noncompliance with the provisions of 49 CFR Parts 1540 and 1542. In the event TSA assesses a civil penalty against the Authority for any violation of any rule, regulation or standard as result of any act or failure to act on the part of the Operator, its tenants, subtenants, patrons, agents, servants, employees, invitees or independent contractors, Operator shall, upon demand of the Authority, immediately pay the Authority in the amount of the civil penalty assessed, plus any attorney fees associated with this incident which the Authority incurred.

- 8.3 Operator shall conduct the Filming so as to maintain a friendly, cooperative relationship with others at the Airport and shall not impair the orderly, safe and efficient operation of the Airport, nor conduct its activity in a manner disruptive to the safety of the public or incompatible with the best interest of the public at the Airport. In conducting the Filming hereunder, Operator acts as an independent contractor and not as an agent of Authority.
- 8.4 The Filming shall be conducted by the Operator only at such times and under such conditions as may be approved by the Executive Director or his/her designee to insure no interference in the normal operations of the Airport. Operator agrees not to use or have any equipment or permit any condition to exist as to interfere with or compromise the safe and efficient operation of the Airport.
- 8.5 Operator and its representatives agree to strictly confine themselves to the designated area that has been permitted or approved for Filming related activities.
- 8.6 Operator agrees that all production vehicles, including picture vehicles and private vehicles shall be subject to search.
- 8.7 Operator and its representatives shall wear badges for identification purposes when not acting in a scene. These badges must be made to comply with specifications, including but not limited to size, color, and material, as determined by the Executive Director or his/her designee.
- 8.8 No weapons or ammunition of any kind, either functional, non-functional or toy-like, may be brought to the Airport for Filming without the written permission of the Executive Director or his/her designee.
- 8.9 All special effects, stunts, lighting, props (including vehicles, aircraft and animals) and property use, shall be assessed and approved by the Authority on an individual basis.
- 8.10 The Operator shall not film, videotape and/or photograph any scene or sequence identifying the Airport or any other facility on the Airport. The Operator shall not use or permit the use in any scene of any vehicles, uniforms, signs or posters or dialogue, which in any way bear or carry the name of the Airport or the name of any other facility on the Airport.

SECTION 9. INDEMNITY AND INSURANCE

- 9.1 Operator agrees to indemnify and save the Authority, its officers, agents, and employees free and harmless from and against any and all liabilities, losses, costs, suits, judgments, expenses, fees or demands of any kind (including, but not

limited to costs of investigations, attorney fees, court costs and expert witness fees) (collectively "Indemnified Losses") arising out of or resulting from any injury or death to persons or damage to property of any nature whatsoever resulting from, arising out of or related to the use or occupancy of the Airport by Operator, its agents and employees, or caused by or resulting from the exercise of the rights and privileges granted hereunder, to the extent that the Indemnified Losses do not result from the negligence or willful misconduct of the Authority, its officers, agents or employees. It is the intent of the parties that, where the negligence or willful misconduct of the Authority, its officers, agents or employees is determined to have been contributory to the Indemnified Losses, the principles of comparative negligence as applied by the courts of the Commonwealth of Kentucky shall be followed and each party shall bear the proportionate cost of any Indemnified Loss attributable to its own negligence or misconduct.

- 9.2 Operator agrees to carry and furnish to Authority a certificate(s) of insurance with combined single limits not less than \$1,000,000, that provides coverage for public liability, property damage, bodily injury in a company or companies acceptable to Authority in which Authority shall be named an additional insured. Operator shall, not less than 14 calendar days before the Commencement Date, furnish satisfactory evidence that such insurance is in effect and will not be canceled during the term of this Agreement without 30 calendar days' prior written notice of such cancellation to Authority. Operator shall carry Workers' Compensation and Employee Liability Insurance covering its employees employed at the Airport.
- 9.3 Authority shall not be liable to Operator for any damage either to person or property due to the Airport or any improvements thereon or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the Airport, or due to any act or neglect of any tenant or occupant of the Airport, or of any other person. Without limiting the generality of the foregoing, Authority shall not be liable for damage caused by water, steam, sewerage, gas, bursting or leaking of pipes or plumbing or electrical causes, or the negligence of contractors, employees, agents, or licensees of Authority, unless such damage is proved to be the result of the sole negligence of Authority.

SECTION 10. NONDISCRIMINATION

- 10.1 The Operator for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

In the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Federal

Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- 10.2 The Operator for itself, its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator shall use the Premises in compliance with all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities.
- 10.3 During the performance of this Agreement, the Operator, for itself, its assignees and successors interest, agrees as follows:
- A. Compliance With Regulations. The Operator (hereinafter includes consultants) shall comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
 - B. Nondiscrimination. The Operator, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Operator shall not participate either directly or indirectly in the discrimination prohibited by the Acts and Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of C.F.R. part 21.
 - C. Solicitations for Subcontractors, including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding, or negotiation made by the Operator for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier shall be notified by the Operator

of the Operator's obligations under this Agreement and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

- D. Information and Reports. The Operator shall provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Authority or the Federal Aviation Administration to be the pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Operator shall so certify to the Authority or the Federal Aviation Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance. In the event of the Operator's noncompliance with the nondiscrimination provisions of this Agreement, the Authority shall impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - i. Withholding of payments to the Operator under the Agreement until the Operator complies, and /or
 - ii. Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions. The Operator shall include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Operator shall take such action with respect to any subcontract or procurement as the Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Operator becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Operator may request the Authority to enter into any litigation to protect the interests of the Authority. In addition, the Operator may request the United States to enter into the litigation to protect the interests of the United States.

10.4 General Civil Rights Provision. The Operator agrees that it shall comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure

that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Operator from the bid solicitation period (if applicable) through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the Operator or its transferee for the period during which Federal assistance is extended to the Airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- A. the period during which the property is used by the Authority or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- B. the period during which the Authority or any transferee retains ownership or possession of the property.

10.5 Title VI List of Pertinent Nondiscrimination Authorities. During the performance of this Agreement, the Operator, for itself, its assignees, and successors in interest (hereinafter referred to as the “Operator”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- B. 49 C.F.R. part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. part 27;

- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

SECTION 11. DISADVANTAGED BUSINESS ENTERPRISES

14.1 Notwithstanding any provision contained herein, Authority or its authorized representative may terminate this Agreement verbally or in writing, at its convenience or for Operator's default. Upon notice of termination, Operator shall cease operations at the Airport. Operator's obligations and liability to Authority shall survive termination.

SECTION 15. SEPARABILITY OF TERMS

15.1 If a provision hereof shall be finally declared unenforceable or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be unenforceable, but the remaining provisions shall continue as nearly as possible in accordance with the original intent of the parties.

SECTION 16. LAW GOVERNING; ENTIRE AGREEMENT

16.1 This Agreement shall be governed by the laws of the Commonwealth of Kentucky and contains all of the agreements of the parties with respect to the subject matter hereof.

Form of Agreement

IN WITNESS WHEREOF, the parties have duly affixed their signatures on the date first written above.

WITNESS

LOUISVILLE REGIONAL
AIRPORT AUTHORITY

By: _____

C.T. "Skip" Miller, A.A.E.

Title: _____
Executive Director

WITNESS

[COMPANY NAME]

By: _____

[NAME]

Title: _____

This Agreement has been approved
for the Authority as to legality of
form and content by:

Brenda Allen
Director of Legal Affairs
Louisville Regional Airport Authority