GTAA

TERMS AND CONDITIONS OF PERMIT

The following terms and conditions may be modified subsequent to receipt of details related to the Activity.

- 1. The activities of the Permit Holder shall be limited to the Permitted Activity at the Designated Location(s). The Permit Holder shall at all times have a copy of this Permit available for presentation to representatives of the GTAA.
- 2. The Permit Holder shall conduct the Permitted Activity in a manner so as not to disrupt or interfere with: (i) access to or from any part of the Airport by the travelling public, emergency response vehicles, passengers, employees of the GTAA or any tenant or occupant of the GTAA or any other person using the Airport; (ii) the safe, secure and efficient operation of Airport; or (iii) the activities or operations of other persons (including passengers, airport workers and tenants) using the Airport.
- 3. The Permit Holder shall conduct the Permitted Activity in accordance with all applicable laws, statutes and regulations. Without limiting the generality of the foregoing, the Permit Holder shall ensure that all of its employees, agents, contractors, invitees and other persons participating in the Permitted Activity comply with all applicable Airport rules and directives including, without limitation, those relating to access to restricted areas, the carrying of restricted area passes and other identification and escorts as required. The Permit Holder shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein and the Permit Holder agrees to attorn to the jurisdiction of the court of Ontario.
- 4. The Permit Holder shall conduct the Permitted Activity on the Airport premises at its own risk and shall exercise all reasonable diligence and precaution to avoid damage to property or injury or death to persons. The Permit Holder shall ensure that the areas in which it conducts the Permitted Activity are maintained in a safe and tidy condition and that any refuse or equipment are removed at the end of the day from all areas in which it has conducted such activity.
- 5. To the extent that the Permitted Activity is a tour of any lands, buildings or other facilities at the Airport (a "Tour"), the following conditions shall apply: (a) the Tour shall be limited to the Designated Location(s), (b) in no circumstances shall the Tour be conducted (i) in any area other than the Designated Location(s), (ii) on the Airside (as defined by the GTAA) except with the GTAA's express prior permission, or (iii) in any other locations designated by the GTAA which would in the opinion of the GTAA interfere with the safe, secure and efficient operation of the Airport, and (c) the Permit Holder shall take all steps necessary to ensure that participants in the Tour abide by the terms and conditions of this Permit. If requested by the GTAA, the Permit Holder shall ensure that all persons participating in the Tour sign a waiver in the form provided by the GTAA.
- 6. The Permit Holder acknowledges and agrees that the GTAA shall not be liable or responsible in any way to the Permit Holder, its employees, officers, directors, agents, contractors or any other persons whatsoever, for any injury to or death of persons arising out of any occurrence relating to, arising out of, or in connection with, the Permitted Activity or any loss or damage to property (including loss of use thereof) of the Permit Holder or such other parties from any cause whatsoever, whether or not such injury, loss or damage results from any fault, default, negligence, act or omission of the GTAA, its agents, directors, officers, employees or any other person for whom the GTAA is in law responsible. The Permit Holder shall at all times defend, indemnify and save harmless the GTAA and its directors, officers, employees, agents and contractors and their respective heirs, executors, administrators, successors and assigns from and against and be responsible for all claims, demands, losses, costs, damages, actions, suits, or proceedings by whomsoever made, brought or prosecuted, in any manner based upon, arising out of, related to, occasioned by, or attributable to, the Permitted Activity or failure to abide by the terms and conditions of this Permit. This provisioning shall survive the termination or expiry of this Permit.
- 7. The GTAA reserves the right at all times to impose such other terms and conditions as the GTAA in its sole discretion deems necessary to avoid injury to persons or damage to property or to assure the safe, secure and orderly use of the Airport facilities including, without limiting the generality of the foregoing, any additional conditions attached hereto.

- 8. The GTAA reserves the overriding right to revoke this Permit in emergencies or when the GTAA determines that the Permit Holder's activities are or will interfere with, impede or hinder the safe, secure and efficient operation of the Airport or are in violation of any of the terms and conditions of this Permit.
- 9. The Permit Holder shall ensure that any photographic recordings made pursuant to the Permit (including, without limitation, motion pictures, still pictures or video recordings) do not in any way contain: (a) any logos, trademarks or other corporate signage or identification of the GTAA or any air carriers, tenants or concessions operating at the Airport, or (b) any images of persons on Airport premises, unless the Permit Holder first obtains the prior written approval of the GTAA, the air carrier, tenant, concessionaire or person, as applicable.
- 10. Permit Holder shall pay the GTAA commercial filming fees as outlined in the attached Schedule "B" prior to the commencement of the Permitted Activity. This provisioning shall continue after the termination or expiry of this Permit.
- 11. Permit Holder shall pay the GTAA the reasonable cost of GTAA's employees for their time and services related to the Permitted Activity. This provisioning shall continue after the termination or expiry of this Permit.
- 12. Permit Holder shall pay the GTAA a security deposit in the amount of twenty five (25%) percent of the total filming fee outlined in Schedule "B" prior to the commencement of the Permitted Activity. The security deposit shall be applied by the GTAA if the Permit Holder fails to perform any of its obligations resulting in any loss or damage or expense to the GTAA or any property of the GTAA or to the Airport. If no such expense, loss, damage or destruction to the Designated Location(s) occurs the security deposit shall be returned to the Permit Holder once filming has been completed. This provisioning shall continue after the termination or expiry of this Permit.
- 13. Permit Holder shall pay any contractor of the GTAA the cost of services performed by such contractors directly to such contractor(s). This provisioning shall continue after the termination or expiry of this Permit.
- 14. Permit Holder may park those motor vehicles used for purposes of the Permitted Activity designated by GTAA. Such vehicles shall not be left unattended at any time. Permit Holder shall pay the GTAA the applicable fee for such motor vehicle staging.
- 15. Permit Holder shall park all motor vehicles, trucks and trailers at the GTAA parking facility designated by the GTAA in connection with the Permitted Activity. Permit Holder shall pay the GTAA the applicable parking charge plus HST in addition to the fee described in Schedule "B".
- 16. The Permit Holder shall not film or photograph non routine airport or any aircraft operations or activity including, but not limited to, any type of emergency involving an aircraft, airline, any employee of the GTAA or any other guest or person visiting or occupying the Airport property.
- 17. No filming or photography of, or in the vicinity of, passenger or employee security screening activities, processes, systems or equipment, or other security related facilities or activities, and federal government inspection services. To ensure compliance with this provision, upon request of the GTAA, the Permit Holder shall provide GTAA with the film footage taken at the Airport for its review. This provisioning shall continue after the termination or expiry of this Permit.
- 18. The Permit Holder must adhere to all AVOP (Airside Vehicle Operator's Permit) and ATD (Airport Traffic Directives) rules and regulations.
- 19. The Permit Holder shall ensure that the Permitted Activity does not interfere with or disrupt Airside operations including airside vehicle corridors, taxi lanes and apron entrances shall remain open and unobstructed at all times.
- 20. The Permit Holder shall ensure that at all times, all participants in the Permitted Activity wear reflective safety vests (CSAZ96-02) while in the Airside restricted areas of the Airport.
- 21. Permit Holder shall ensure that Permitted Activity does not interfere with, disrupt, hamper or impede passenger departure or arrival activity or the activities of the public or any airport tenants including airlines, concessions and government agencies.
- 22. Permit Holder shall provide as requested by the GTAA's Fire Prevention Officer dry chemical fire extinguishers in good working condition in connection with the Permitted Activity that shall be readily accessible on site at all times.

- 23. Exit doors, aisles, thoroughfares, escalators, elevators, fire department routes and emergency evacuation staging areas shall be maintained clear and unobstructed at all times during the Permitted Activity.
- 24. Permit Holder shall ensure that all equipment used in the Permitted Activity shall not obstruct nor activate building life safety systems.
- 25. Power cords and cables shall be protected by Permit Holder against trip hazards in public concourses and exit aisles.
- 26. Permit Holder shall designate at least one (1) individual to act as safety officer in the event of an emergency or if evacuation of the premises is necessary. In the event of an emergency, such individual shall call the GTAA's emergency number 416-776-3033 (DO NOT CALL 911).
- 27. Permit Holder shall ensure that no smoking (including e-cigarettes) takes place except at GTAA designated smoking locations.
- 28. Permit Holder shall ensure that the catering service used in the Permitted Activity shall not be served to the public and that no food or beverage items whatsoever are sold or provided to the public.
- 29. Permit Holder shall provide a smoke alarm in good working condition for the craft or food service vehicle.
- 30. Permit Holder shall ensure that a spills response plan is available in the event that a spill occurs. In particular, it is recommended that if the generators need to be refueled while on-site, that a spill kit be positioned in close proximity in the event of an incident. All spills must be immediately cleaned by the Permit Holder and immediately reported to the GTAA's emergency number 416-776-3033.
- 31. In areas where the Permitted Activity is taking place, the Permit Holder shall use free-standing signs, placards or other means advising the public that they may be included in the film footage taken as part of the Permitted Activity.
- 32. Permit Holder shall ensure that all waste is either recycled or reused where possible (ie: waste generated from crew lunch) or disposed of in accordance with applicable laws.
- 33. Permit Holder shall ensure location of the Permitted Activity is cleaned immediately upon completion of the Permitted Activity.
- 34. Permit Holder shall comply with all requirements of the GTAA with respect to the Permitted Activity following a site security and safety inspection conducted prior to the commencement of the Permitted Activity.
- 35. Immediately upon completion of the Permitted Activity, the Permit Holder shall return all facilities, equipment, signs and other structures altered for purposes of the Permitted Activity to their condition or appearance as they were immediately prior to the Permitted Activity.
- 36. Permit Holder shall ensure that the volume of sound relating to the Permitted Activity does not interfere with, disrupt, or impede (a) announcements over the Airport's public address system, (b) the operations of government agencies including US Customs and Border Protection and Canada Border Services Agency, and (c) airline and concession operations.
- 37. Provided that the Permit Holder has complied with all of the terms and conditions of this Permit, the GTAA acknowledges that it shall not have any right or interest of any kind in and to all still pictures, music videos, videotapes, motion picture film, photographs and sound recordings made hereunder, and the GTAA shall not have any right of action against the Permit Holder or any other party arising out of any use of said still pictures, music videos, videotapes, motion picture film, photographs and/or sound recordings.
- 38. The Permit Holder shall ensure that if the Toronto Pearson brand, logo and name are displayed in said still pictures, music videos, videotapes, motion picture film, photographs and/or sound recordings that the context or display of such logo or name is not portrayed in an unfavorable manner. The Permit Holder shall obtain written approval from the GTAA of the filming of any Toronto Pearson logo, name or GTAA logo.
- 39. The Permit Holder shall permit authorized representatives of the GTAA to attend the planning, filming and editing sessions at its discretion and at its sole cost for observation purposes.

images or film footage that contravenes the terms of this Permit or which the GTAA deems in its sole discretion to objectionable or which portrays the GTAA or the Airport in an unfavorable manner.						

40. The GTAA shall have the right to review any photos or video recordings filmed at the Airport which the Permit