



## DEPARTMENT OF AVIATION

### **Terms and Conditions for Aviation Activity Permit** Dallas Love Field, Dallas Executive Airport and Dallas Heliport

#### Scope

Any person desiring to solicit money, or anything of value, distribute literature, conduct a survey, or engage in filming activities, must have an approved Aviation Activity Permit issued by the Director of Aviation, Assistant Director of Aviation, or a designated representative. If the person will be engaging in activity for commercial gain, a fee shall be charged for use of the facilities. The fee will be waived if activity is for a non-profit purpose.

#### Registration Required

Any person desiring to conduct an activity at Dallas Love Field Airport, Dallas Executive Airport, or Dallas Heliport shall first register with the Director of Aviation by completing an application form setting forth the following:

- (1) The full name, mailing address and telephone number of the person desiring to conduct the special activity;
- (2) The full name, mailing address and telephone number of the person or organization sponsoring or promoting the proposed activity;
- (3) The full name, mailing address and telephone number of the contact person in the organization who will have supervision of and responsibility for the proposed activity;
- (4) The dates and hours during which the proposed activities, will occur, including the type of communication with the public, to be involved.

Upon receipt of the application containing the required information, the Director of Aviation or his designee will approve or deny the application. If the application is denied, the applicant will be given reason(s) for the denial in writing. The applicant may appeal the denial to the appropriate Assistant City Manager. If the application is approved, the applicant will be given a copy of the approved application containing a permit number for the aviation activity. The permit shall be issued for a period of up to 30 days. Any person conducting any activities approved under these Terms and Conditions shall display a copy of the approved application containing the permit number, upon request of any person.

Any commercial filming that directly shows the property of the City of Dallas must also have an Office of Special Events permit issued by the City of Dallas. This permit has its own separate fee. Any photographs or filming of airlines or concessionaires' branding must be



approved by their corporate offices through a letter attached to the activity permit. This is not necessary when airlines and/or concessionaires are filming/taking photographs of their own leased space. Any applications submitted for welcoming/greeting convention participants, must attach a copy of their signage art.

### "Area" Defined

The term "area" as used in these Terms and Conditions shall mean any one of those areas which are at Love Field Terminal, Dallas Executive Airport and the Dallas Heliport.

### Restricted Areas

Aviation Activities as identified herein, such as solicitation and surveys, shall be conducted only in designated, public use areas. Under no circumstances shall such activities be conducted:

- (1) In space exclusively leased to a tenant of the airport/heliport or within 10 feet of any such area; or
- (2) Within 50 feet of any security check point; or
- (3) In any space reserved for particular uses, such as restaurants, restroom facilities, parking areas and baggage claim areas; or
- (4) Within 10 feet of the exit or entrance to any escalator or elevator; or
- (5) At any location on the premises of the airport/heliport not designated for such activity; or
- (6) At any other space not designated as Heliport and where such property is that of the Dallas Convention Center.

### Number of Persons Involved (filming activities excluded)

- (1) The total number of persons engaged in an aviation activity in any one designated area of the airport/heliport shall not exceed two (2).
- (2) In the event that two (2) or more persons or organizations seek to conduct the activities described herein at the same time, the Director of Aviation or his designee shall assign the available areas between or among them on as equitable a basis as possible and may take whatever measures necessary to insure effective operation of the facility.



### Prohibited Activities

Aviation Activities described herein shall be conducted strictly in conformity with the terms and conditions as described. In conducting said activities, no person shall:

- (1) In any manner intentionally obstruct, delay or interfere with the free movement of any other person, or seek to coerce or physically disturb any other person;
- (2) Use any sound or voice-amplifying apparatus or noise-making devices on the premises of the airport/heliport without written approval of the Director of Aviation;
- (3) Receive or accept any donation of money except as permitted under these terms and conditions;
- (4) In any way misrepresent to the public that he or she is a representative of the City of Dallas or the airport/heliport or any airline;
- (5) Pose a safety hazard to any person or vehicle on the airport/heliport;
- (6) Impede the orderly flow of aircraft, vehicular, or pedestrian traffic on the airport/heliport;

### Violations

Any violation of any provision of these Terms and Conditions shall constitute grounds for immediate withdrawal of the Aviation Activity Permit issued to the individual or organization by the Director of Aviation. Organizations are responsible for the conduct and violations of their individual members under these Terms and Conditions. A person or organization whose permit is withdrawn by the Director of Aviation for violation of these Terms and Conditions shall be ineligible to apply for an Aviation Activity Permit for a period of six (6) months from the date of withdrawal.

An Aviation Activity Permit is non-transferable from one individual to another individual or from one organization to another organization without the written approval of the Director of Aviation.

The Director of Aviation reserves the right to withdraw a permit at any time, if the activity poses a safety hazard or an impediment to the operation of the facility.



### Film & Photography

Any filming or photography work, including that requiring access to the Aircraft Operations Area (AOA), will necessitate special coordination with the Department of Aviation. The activity must be scheduled and conducted so as not to interfere, restrict or otherwise hinder passengers, tenants, or the movement of aircraft on the airport/heliport. Filming or photography work will require a Department of Aviation employee escort at all times while in the airport/heliport.

### Permittee Obligations

Permittee shall be required to provide insurance as required by City's Department of Aviation.

Permittee agrees to indemnify, hold harmless, defend and insure the City of Dallas, its Directors, Officers, Agents and employees from all claims and demands of third parties for personal injuries (including death) or property damages arising out of the operations of Permittee hereunder.

Permittee shall promptly repair or replace any property of City of Dallas damaged by Permittee's operations hereunder. Any property of Permittee permitted to be placed on or kept at the Airport/Heliport by virtue of this Permit shall be removed on or before the expiration or earlier termination of the Permit.

Permittee, its employees, members and others in association within the terms hereof shall check in and out daily with the Airport/Heliport Operations Office when exercising the privilege granted under this permit.

Any payments hereunder shall be made in advance to the City of Dallas, Department of Aviation, LB 16 Love Field Terminal Building, Dallas, Texas 75235, or such other office as may hereafter be substituted therefor by notice to Permittee.

Permittee shall pay all taxes, licenses, certifications, permits and examination fees and excises which may be assessed, levied, exacted or imposed on its property or operations hereunder, or on the gross receipts or income therefore, and shall make all applications, reports and returns required in connection therewith.

Permittee shall promptly observe, comply with, and execute the provisions of any and all present and future governmental laws, rules, regulations, requirements, orders and directions which may pertain to or apply to Permittee's operations at the facility.

However, compliance with same shall not necessarily bind the City itself to submit to the application of such laws, rules, regulations, etc. If City of Dallas is required or elects to pay any sum or sums or incurs any obligations or expense by reason of the failure, neglect or



refusal of Permittee to perform or fulfill any one or more of the conditions, covenants and agreements, Permittee agrees to pay within thirty (30) days the sum or sums so paid or the expense so incurred, including all interest, costs, damages and penalties, and the same may be added to fees due hereunder.

The Permittee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

Permittee shall forfeit the Aviation Activity Permit granted by application for failure to perform in accordance with the dates and times approved on the application.

### Entire Agreement

This permit constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged, or extended, except by written instrument duly executed on behalf of the parties.

### Definitions

- (1) Director of Aviation: The Director of the Department of Aviation designated by the City Manager.
- (2) Permittee: The individual or organization to whom an Aviation Activity Permit has been issued by the Director of Aviation. This permit is non-transferable, without written approval of the Director of Aviation.
- (3) Religious Solicitation: (MUST HAVE TAX EXEMPT CERTIFICATE.) Conduct whereby a person, organization, society, corporation, or its agent, member or representative:
  - (a) solicits property, financial aid, gifts in money, or any article representing monetary value; or
  - (b) sells or offers to sell a product, article, tag, service, or printed material on the plea or representation, whether express or implied, that the proceeds from the solicitation or sale are for a religious purpose.
- (4) Religious purpose: The use of money or property for the support of a church, religious society, or other religious sect, group, or order.



- (5) Public Place: Any property open or devoted to public use.
- (6) Charitable Solicitation: (MUST HAVE TAX EXEMPT CERTIFICATE.)  
Conduct whereby a person, organization, society, corporation, or its agent, member or representative:
- (a) solicits property, financial aid, gifts in money or any article representing monetary value;
  - (b) sells or offers to sell a product, article, tag, service, publication, ticket, advertisement, subscription; or
  - (c) holds, promotes, or participates in an entertainment, sports event, benefit dance, fair, bazaar, or other type of organized social entertainment on the plea or representation, whether express or implied, that the proceeds from the solicitation, sale, or entertainment are for a charitable purpose or purposes.
- (7) Charitable Purposes: The use of money or property for:
- (a) philanthropy, including:
    - (1) aiding poor, impoverished, destitute, under-privileged, needy, refugee, diseased, injured, crippled, disabled, or handicapped persons, or persons in need of rehabilitation;
    - (2) teaching patriotism or the relief or assistance of veterans or veteran's organizations;
    - (3) aiding existing educational institutions, the establishment or endowment of educational institutions, or aiding the education of any person or group of persons.
    - (4) aiding homeless, neglected, abused, mistreated, diseased, injured, or crippled animals;
    - (5) promoting the arts and artistic endeavor
    - (6) historic preservation; or
    - (7) community enhancement.
  - (b) public education



**AVIATION ACTIVITY PERMIT  
FEE SCHEDULE**

Charges will be set by the Director of Aviation for any approved aviation activity for profit not listed on this fee schedule. All items are on a space available basis.

ACTIVITY

Conducting a Survey for Profit	.....	\$150 per 8 hr day (2 interviewers) \$75 per additional (interviewer)
Filming for Profit (along with City of Dallas Office of Special Events Application)		
Still photographs	.....	No Charge
Movies/Commercials/ Trade Videos In-House Training Videos	.....	\$300 per hour + any cost for area of storage of equipment, materials, etc.
Soliciting for Profit (depending on available space) – Landside (pre-security) only		
Love Landing		\$500 per day (up to 7 hours)
Baggage Claim		\$250 per day (up to 7 hours)
Parking Garage Foyer		\$200 per day (up to 7 hours)

ADDITIONAL CHARGES (If Required)

Filming Activity Requiring:

Aviation	.....	\$50 per hour
Personnel Escort on AOA		
Airport Vehicle	.....	\$250 per hour
Use of Public Space for private functions	.....	\$500 per hour 4 hr minimum (per 50 people)
Heliport Parking (Secured Area) if space available		\$50 per day (per parking space)

Note: Additional fees may be charged for any special equipment, materials, personnel or other items needed by the permittee and supplied by the Department of Aviation in conjunction with the implementation of an approved aviation activity.