

## MIDDLE HARBOR SHORELINE PARK – FILM PERMIT REQUEST

### To Whom It May Concern:

Thank you for your interest in filming at Middle Harbor Shoreline Park (“MHSP”). For many films production companies, local artists and schools, MHSP has proven to be a great location for various projects. More information about MHSP is available online at [www.portofoakland.com](http://www.portofoakland.com).

To plan for your film/photography or TV project, we recommend scheduling a site visit and tour of the desired film location. Park staff will meet with your representatives to discuss your project in detail.

Exhibit A - Filming Permit Application: All filming, videography and photography requests must be reviewed and approved by Port of Oakland management. **Please complete and return the attached Filming Permit Application to Social Responsibility Division, MHSP Manager, 530 Water Street, Oakland, CA 94607, as soon as possible, but no later than eight (8) weeks prior to your planned start date.**

Exhibit B - Location Agreement: This agreement sets forth the permit conditions and limitations under which filming, photographing or other use of park premises, facilities and materials may be authorized. **Please sign and return the Location Agreement with the Filming Permit Application.** If your permit request is approved, we will finalize the Location Agreement by filling in the applicable terms and conditions according to the approval granted, countersign the Location Agreement, and return a copy to you. Pursuant to Paragraph 8 of the Location Agreement, you will have five (5) days to make any objections to the terms filled in by the Port.

Please note that the Location Agreement includes the following Schedules:

Schedule 1 - Services and Rates: All applicable fees are listed in this schedule, and will be calculated based on the scope of the project. The final fees to be charged will be confirmed in the countersigned Location Agreement. **There is nothing to submit now.**

Schedule 2 Filming Log: You must complete and submit to the Park Manager a filming log in the form provided in this schedule no later than the conclusion of the period scheduled for the use of the Port premises. **There is nothing to submit now.**

Schedule 3 – Insurance Requirements: Proof of insurance must be provided by your insurer(s) in accordance with the requirements of Paragraph F.5 and Schedule 3 of the Location Agreement. **The Certificate(s) of Insurance must be submitted with the Filming Permit Application.**

Schedule 4 – Security Deposit. The Port may require a security deposit.

Schedule 5 – Point Person. The Point Person will be the person you have designated on #8 of the Filming Permit Application.

Please note that completion of the application does not necessarily guarantee that a permit will be issued. The issuance of a filming permit will, in all cases, be subject to your agreement to the terms and conditions contained in the Location Agreement as completed by us, and to any other conditions as determined by us in connection with our review of the documents you submit.

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You may mail, fax or email the required documents to the MHSP Manager at:

Mail: Port of Oakland, Maritime Division  
530 Water Street  
Oakland, CA 94607

Email: [mhsp@portoakland.com](mailto:mhsp@portoakland.com)

Phone 510-627-1434  
Mobile: 510-715-7467

Sincerely,

**Ramona Dixon**  
**MHSP Manager, Social Responsibility Division**

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Exhibit A

**FILMING PERMIT APPLICATION**

1. Date of application: \_\_\_\_\_ (Please note that no application will be considered unless submitted at least eight (8) weeks prior to the anticipated start date of on-site preparation for filming.)

2. Title of the film/production: \_\_\_\_\_

3. Production Company: \_\_\_\_\_

4. Address/City/Zip code: \_\_\_\_\_

5. Telephone: \_\_\_\_\_

6. Fax: \_\_\_\_\_

7. Email: \_\_\_\_\_

8. Designated person on-site on the date(s) of the shoot who will be the primary contact for the Port:

Name: Ramona Dixon  
Office Phone: 510-627-1634  
Cell Phone: 510-715-7467  
Email: rdixon@portoakland.com

9. Type of recording:
- a. Still photography \_\_\_\_\_
  - b. Motion picture (audiovisual) photography \_\_\_\_\_
  - c. Audio only recording \_\_\_\_\_
  - d. Other \_\_\_\_\_

10. Brief synopsis of topic of the film and its anticipated rating: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

11. Desired area(s) of filming (must be specific as to location, e.g., Pt. Arnold Pier, Large Lawn, curbside). ***Please note that film and TV production projects are not permitted to use the shipping names on containers, vessels, etc. in the background, and unless otherwise expressly authorized by the Port, your filming shall be limited to only public (non-secured) areas of the park.***

\_\_\_\_\_  
MHSP Connector on 7<sup>th</sup> ST. side of main Park.  
\_\_\_\_\_

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12. Production Dates (specify dates and times): \_\_\_\_\_

Prep: From \_\_\_\_ am/pm to \_\_\_\_ am/pm on \_\_\_\_\_

Filming: From \_\_\_\_ am/pm to \_\_\_\_ am/pm on \_\_\_\_\_

Strike: From \_\_\_\_ am/pm to \_\_\_\_ am/pm on \_\_\_\_\_

13. Anticipated number of cast, crew members, clients and/or invitees: \_\_\_\_\_

14. Number and type of production vehicles (e.g., cast trailers, camera trucks): \_\_\_\_\_

15. Items of production equipment to be used (e.g., cranes, scissor lifts): \_\_\_\_\_

16. Identification and use of props (e.g., weapons, picture vehicles): \_\_\_\_\_

17. Tower (specify type and use): \_\_\_\_\_

18. Lighting requests:

***Park does not offer utilities or lighting. You must supply your own lighting.***

19. Special effects requests (e.g., rain/smoke): \_\_\_\_\_

20. Stunt requests: \_\_\_\_\_

21. Identification and use of animals: \_\_\_\_\_

22. Alteration requests (e.g., painting, sign/fixture removal): \_\_\_\_\_

23. Other special needs or requirements: \_\_\_\_\_

24. Attach a brief synopsis of the entire script/storyboard to this Permit Application, highlighting those parts which will be filmed at and/or refer to Port facilities.

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Exhibit B

**LOCATION AGREEMENT**

Date: \_\_\_\_\_

Series/Program: \_\_\_\_\_ (the  
“**Program**”)

Permitter: The City of Oakland, a municipal corporation, doing business by and through its Board of Port Commissioners (the “**Port**”)

Permittee: \_\_\_\_\_ (the “**Permittee**”)

Premises: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (the “**Premises**”)

This agreement (the “**Agreement**”) is made and entered into as of the date first written above by and between the Port and Permittee.

WHEREAS, Permittee has requested to use the Premises in connection with the filming of the Program;

WHEREAS, a permit must be obtained by film or TV production companies, including adjacent tenants of the Port of Oakland (the “Port”) (e.g., neighboring terminal operators) for all film/photographic or video production work being conducted on property owned, leased, occupied and/or under the control and/or jurisdiction of the Port;

WHEREAS, the Director of Maritime, or his/her designee, has the sole and absolute authority and discretion to issue permits for the purpose of taking motion pictures or still photographs at Middle Harbor Shoreline Park (“MHSP”) for commercial and/or public use;

WHEREAS, the Port is a security sensitive environment, and certain restrictions may be imposed which specify which facilities/locations may be used, and the hours during which such facilities/locations may be used. The security restrictions are meant to ensure that no film production project interferes with the integrity or safety of the ongoing operations of maritime commerce related activities, or unduly inconveniences the public using the Port facilities;

WHEREAS, Permittee has provided in writing to the MHSP Manager, Maritime Division office a fully completed Filming Permit Application (the “**Filming Permit Application**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Port and Permittee hereby agree as follows:

**A. Rights Grant:**

1. Subject to the terms of this Agreement, the Port hereby grants to Permittee a limited non-exclusive license during the period \_\_\_\_\_ (the “**Scheduled Period**”) to use, film and/or photograph (including, without limitation, by means of motion picture, still or video device photography) the real and personal property located at the Premises, including the right to record

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any sounds at the Premises, for the limited purpose of producing the Program. Permittee shall also have reasonable access to and egress from the Premises, as approved by the Director of Maritime or his/her designee. In exercising these rights, Permittee may enter and assemble upon the Premises with such personnel and equipment as the Park Manager or his/her designee may reasonably approve, provided, however, that Permittee agrees and acknowledges that Permittee is solely responsible for any and all costs associated with Permittee's access granted under this Agreement.

2. Subject to Paragraph B.1 below, the Premises shall also include, without limitation (i) any signs, logos and verbiage located in, on and/or about the Premises and (ii) any other identifying features of the Premises. Subject to Paragraph B.2 below, the Port also grants to Permittee the right to refer to the Premises or any part thereof by any fictitious name, and the right to attribute any fictitious events as occurring on the Property.

3. Permittee shall have the non-exclusive right to use any audiovisual materials recorded on the Premises during the Scheduled Period (the "**Material**") in the Program, and as part of the Program only, including Program distribution, transmission, display, performance, publication, licensing, viewing and promotion, in any media whether now known or hereafter devised, worldwide and in all languages, for the duration of copyright in the Program (including renewals or extensions thereof).

4. Subject to Paragraph B.2 below, Permittee shall have the right to edit the Material as reasonably necessary for inclusion in the Program.

### **B. Limitations on Rights Grant:**

1. The permission granted herein is for use of the Material described above and is not a grant of permission to photograph, videotape, film or otherwise record, or exploit in any way, images of individuals on the Premises (including, without limitation, Maritime employees and customers), or the trademarks, signs, logos or other intellectual property of any third parties (including, without limitation, Airport concessionaires and advertisers). If any individual or the intellectual property of any third party is to appear in the Materials, Permittee shall obtain all necessary clearances, disclaimers and licenses in connection therewith, and shall provide copies of all such clearances, disclaimers and licenses to the Park Manager or his/her designee prior to the commencement of the Scheduled Period.

2. Permittee shall not use the Material, nor authorize or permit its use by any person, (i) for any unlawful purpose, (ii) for any purpose not expressly authorized pursuant to this Agreement, or (iii) in any manner that could damage, discredit, impair or interfere with the reputation of the Port, its officers, directors, representatives, agents, or employees. Without limiting the generality of the foregoing, Permittee shall not materially deviate from the script/storyboard provided in connection with submission of the Filming Permit Application without the prior written consent of the Park Manager or his/her designee. Further, if any information included in the Filming Permit Application changes, Permittee shall immediately re-submit the Filming Permit Application to the Park Manager or his/her designee for approval, which may be withheld in the sole and absolute discretion of the Park Manager or his/her designee. In the event of any such disapproval, Permittee shall have no further right to use the Premises, nor any of the Material recorded thereon, and the Port shall be entitled to retain any monies previously paid by Permittee in connection herewith.

3. Permittee shall not make or permit the making of any reproductions (e.g., derivative works) of or from the Material whatsoever, in whole or in part, except in connection with the Program and the promotion thereof.

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4. Permittee shall ensure that the Program contains a copyright protection notice in accordance with the requirements of the Universal Copyright Convention and the Berne Convention.

### **C. Fees:**

1. Permittee shall also pay for the use of Port personnel and services, and for any facility or location usage, in accordance with the schedule of Services and Rates attached hereto as Schedule 1 (the “**Fees**”).

2. Permittee shall make all payments under this Agreement in the form of a cashier’s check, company business check or money order made to the order of: The Port of Oakland. All payments to the Port of Oakland shall be made in advance, unless payment arrangements, satisfactory to the Park Manager or his/her designee in his or her sole discretion, are agreed to prior to the commencement of the Scheduled Period.

### **D. Representations and Warranties:**

1. 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.

2. Permittee has obtained, or prior to the commencement of the Scheduled Period shall obtain, all relevant consents, disclaimers (including of any privacy, publicity and/or other intellectual property rights) and/or licenses from any third parties whose likenesses and/or intellectual property may appear in the Material (excluding shipping lines).

### **E. Additional Terms and Conditions Relating to Use of the Premises:**

#### **1. Secure Areas:**

a. If activity is approved to be conducted in a security identification display area or any sterile area of the Harbor (each a “**Secure Area**”), Permittee shall (i) observe all then-current Federal Aviation Administration (“**FAA**”), Transportation Security Administration (“**TSA**”), and Maritime/Aviation rules and regulations including, without limitation, those in connection with the Maritime Security Program, and (ii) maintain a sufficient number of approved escorts (as determined by the Park Manager or his/her designee) on-site when in any Secured Area. Additional fees will be assessed for these services, pursuant to Paragraph C above.

b. Permittee shall not photograph the security screening areas or maritime terminal operations areas. The marine terminals may consider requests to photograph terminal screening checkpoints or operations if submitted and approved by their Terminal Ops Manager (which approval must be separately obtained by Permittee).

#### **2. Security: Safety:**

a. Permittee acknowledges and agrees that all production vehicles including, without limitation, picture vehicles and private vehicles, may be subject to search at any time. Permittee shall park production vehicles only in areas previously designated and approved.

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b. Permittee shall ensure that all production personnel (including, without limitation, all cast, crew, agents, contractors, sub-contractors, clients and invitees of Permittee (the “**Production Persons**”) are familiar with, obey and comply with (i) the terms and conditions contained in this Agreement, (ii) all maritime security requirements in effect during the Scheduled Period, (iii) all fire safety rules and regulations promulgated by the FAA, and maritime security, (iv) the operational and security requirements and directions of the Port, and (v) applicable federal, state and local rules, regulations, laws and ordinances applicable to the site where the filming shall take place. Permittee shall cooperate with all federal, state, and local agencies including, without limitation, all law enforcement personnel.

c. Permittee shall ensure that all production equipment brought into the terminal areas will be, at all times, either (i) properly secured by a guard, (ii) locked in a storage area, or (iii) supervised by production personnel.

d. Permittee acknowledges and agrees that the Port reserves the right to photograph, film or videotape all production activity taking place at facilities under its control. **(N/A)**

### 3. Responsibility for Production Persons:

a. Permittee shall be responsible for the acts and omissions of all Production Persons on the Premises during the Scheduled Period, and shall indemnify and hold harmless the Port, members of the Board of Port Commissioners, and their respective officers, agents and employees from all liabilities, charges, expenses (including counsel fees), penalties, claims, suits, and losses on account of or by reason of the acts and omissions of any and all Production Persons, including, without limitation, bodily injury, death or property damage.

b. Permittee shall cause each Production Person to provide photo identification and submit to a personal search if and when asked to do so by the Department of Homeland Security personnel, the Alameda County Sherriff, Maritime Security or other law enforcement personnel.

c. Permittee shall ensure that all Production Persons are strictly confined to the Premises and the approved routes of ingress/egress.

### 4. Alteration; Inspection; Clean-Up; Repairs; Security Deposit:

a. Permittee shall not alter the Premises in any way (e.g., painting, carpeting, set dressing) or relocate, remove or alter any Port property without the prior written consent of the Park Manager or his/her designee in each instance.

b. Permittee shall, prior to the conclusion of the Scheduled Period, restore the Premises to its original condition.

c. Permittee shall provide sufficient trash receptacles for use in connection with its activities, and shall remove the same from the Premises upon completion of the Scheduled Period.

d. Permittee and a representative of the Port shall walk through the Premises before commencement of the Scheduled Period and again immediately following the conclusion of the Scheduled Period in order to identify any damage to the Premises and/or cleaning required as a result of Permittee’s use of the Premises. Permittee bears the burden of proving that any damage pre-existed Permittee’s entry on the Premises or is otherwise not the responsibility of Permittee.

e. In addition to the fees set forth in Paragraph C above, Permittee shall pay the Port as a security deposit the amount set forth in Schedule 4 (the “**Security Deposit**”). The Port shall be entitled to use the Security Deposit to offset (i) any Fees unpaid as of the completion of the Scheduled Period, (ii) the cost of any repairs and/or cleaning of the Premises, and/or (iii) any other amounts owing to the Port under this Agreement and unpaid as of the completion of the Scheduled



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Period. To the extent the Security Deposit is insufficient to cover any amounts owing to the Port as of the conclusion of the Scheduled Period including, without limitation, any amounts borne by the Port to clean, repair or restore the Premises, Permittee shall pay all such amounts to the Port within 30 days following submission of an invoice therefore, regardless of any obligation Permittee's insurance carrier may have to pay such sums to the Port. Any excess amounts of the Security Deposit shall be promptly refunded to Permittee. **(N/A)**

### 5. Non-Interference with Harbor Operations:

a. Permittee shall not use any special effects, stunts, lighting or props (including, without limitation, vehicles, aircraft or animals) without the prior written consent of the Park Manager or his/her designee in each instance. If such activities are permitted, Permittee may be required to provide evidence of types/amounts of insurance not currently listed in Paragraph F.5.

b. Permittee shall ensure that (i) any production activity involving special effects, stunts, lighting or props, (ii) any activity involving cast or other Production Persons, and (iii) Permittee's presence on the Premises and other Port property shall not interfere with the integrity or safety of the ongoing operations of maritime commerce related activities, nor unduly inconvenience the public using Port facilities.

c. Permittee shall not use Port equipment, electricity, water, trash receptacles, internet access or other property or services without the prior written consent of the Park Manager or his/her designee.

### 6. Contact Person:

a. Permittee shall cause the person set forth in Schedule 5, who can be contacted at the number set forth on Schedule 5 (the "**Point Person**") to be on the Premises at least thirty (30) minutes prior to the commencement of any production related activities on each day during the Scheduled Period, and to remain on the Premises until the Park Manager or his/her designee determines the production has been satisfactorily concluded for that day.

b. Permittee shall ensure that the Point Person is available (in person or by means of the contact information set forth at Paragraph E.6.a above) at all times during the two (2) week period leading up to, as well as during, the Scheduled Period, to respond to the Port's inquiries and concerns.

## F. **Miscellaneous**

1. Credit: The Port shall be accorded credit in connection with each physical/electronic copy and/or display of the Program in the following manner: "Port of Oakland".

2. Filming Log: Permittee shall complete and submit to the Park Manager or his/her designee, no later than the conclusion of the Scheduled Period, a filming log in the form attached hereto as Schedule 2.

3. Termination: The Director of Social Responsibility, or his/her designee, shall have the right to terminate this Agreement at any time with or without cause. In the event of a termination without cause prior to the commencement of the Scheduled Period, all amounts paid hereunder shall be refunded to Permittee. In the event of a termination without cause during the Scheduled Period, the parties shall negotiate in good faith a refund of a reasonable portion of all amounts paid hereunder. In the event of a termination for cause, no amounts shall be refunded to Permittee.

4. Governing Law; Dispute Resolution: 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. Any disputes arising from or relating to this Agreement

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shall be determined by a competent State court in Alameda County, California or by the U.S. District Court for the Northern District of California, which courts shall be the exclusive forum for such dispute.

5. Insurance: Permittee shall maintain in force, during the Scheduled Period, the types and amounts of insurance required in Schedule 3.

6. Release; Indemnification:

a. Permittee hereby releases the Port, members of the Board of Port Commissioners, and their respective officers, agents and employees (the “**Released Parties**”) from all liabilities and claims (including claims arising from the negligence of any of the Released Parties) for damages and/or suits for or by reason of any injury or injuries to any person(s) or death(s) of any person(s) or damages to property of any kind whatsoever, whether the person(s) or property of Permittee, its agents or employees, or third persons, from any cause or causes whatsoever, while in or upon the Premises, other Airport property or any part thereof, or occasioned by any occupancy or use of the Premises, other Airport property or any part thereof, or any activity carried on by Permittee in connection therewith. This release of liability is intended to be as broad and inclusive, and only as broad and inclusive, as is permitted by law.

b. Permittee is familiar with and does hereby waive the provisions of Section 1542 of the California Civil Code (and similar provisions of other jurisdictions) which provides as follows:

“A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”

c. Permittee shall indemnify and save harmless the Port, members of the Board of Port Commissioners, and their respective officers, agents and employees from all liabilities, charges, expenses (including counsel fees), penalties, claims, suits, and losses on account of or by reason of (i) the injury or injuries, death(s), however occurring, or damages referred to in Paragraph F.6.a above, and/or (ii) any infringement, violation or alleged infringement or violation of any rights of any person(s) arising out of Permittee’s unauthorized photographing, videotaping, filming, or otherwise recording of images, or using, displaying, airing or otherwise exploiting said images, and/or (iii) any breach or alleged breach of any representations, warranties or agreements made, or obligation to be performed, by Permittee pursuant to this Agreement, and/or otherwise arising in connection with this Agreement.

7. Miscellaneous: If one or more, or a portion of one or more, of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed and enforced as if such invalid, illegal, or unenforceable provision had never been contained herein, and the validity or enforceability of this Agreement as a whole, shall not be affected by the illegal, invalid, or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be valid and enforceable. This Agreement may not be amended or modified in any way except by a written agreement signed by the parties hereto. 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 condition. Permittee shall have no right to assign this Agreement or any of its rights, interests or obligations herein either voluntarily or by operation of law, in whole or in part, without the prior written consent of the Port. Any purported assignment in violation of this Agreement shall be null and void. This Agreement contains the complete and exclusive statement of the parties’ agreement as to matters set forth herein and replaces and supersedes all of their prior written or oral, express or implied, agreements, understandings, communications or

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statements about such matters. The headings in this Agreement are only for convenience and are not to be considered in construing the Agreement.

*[signature page follows]*

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I have read, understand and agree to comply with the foregoing conditions, rules and regulations contained herein and I am authorized to sign as representative for Permittee, as of the date first written above:

By: (Please Print Name) \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Place of Formation/Incorporation (if corporate entity):  
\_\_\_\_\_

Tax ID # (if corporate entity) \_\_\_\_\_

**ACCEPTED AND AGREED**

The City of Oakland, a municipal corporation, doing business by and through its Board of Port Commissioners:

By: \_\_\_\_\_

Amy Tharpe  
Director of Social Responsibility  
Port of Oakland  
530 Water Street  
Oakland, CA, 94607  
Phone/Fax: (510) 627-1302

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**Schedule 1**

Services & Rates

<b>Film Type - Note: Rates are per hour, plus other associated Fees that may be charged based on the scope of the project</b>	
Feature	\$ 500
Television	\$ 500
Commercial	\$ 500
Industrial	\$ 350
Music Video	\$ 500
Short Subject	\$ 50+
Still Photography	\$ 100+
Student Projects: Grades K-12	Fee Waived - Letter from school required
Student Projects: Vocational or Trade School, College, University	Fee Waived - Letter from organization required

<b>Services: As determined necessary in support of the project or due to safety and security reasons</b>	
Firefighter or Law Enforcement (ALCO) Services	\$TBD/hr.
Security Guard (ABC)	\$20 hr on shift \$40 hr call-in / after shift assignment

<b>Locations: Rates are per hour based on the scope of the project</b>	
Public Access Areas w/in Park	\$ 500 hr (minimum 2 hours)
Roadway Areas	\$ 500 hr plus other associated Fees that may be charged to ensure the safety and security of the cast, crew, or the general public while Port property

<b>Parking: Rates are per hour based on the scope of the project</b>	
Fee assessed based on Oakland Parking Rates	TBD based on the number of parking stalls used in the filming, or for staging ground equipment, creating sets, etc.



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## Schedule 3

### Insurance Requirements

**Insurance:** Permittee shall maintain in force during the term of this Agreement:

**1. Commercial General Liability Insurance.** Such insurance shall not be less than that provided in ISO Commercial General Liability Insurance occurrence form number CG 00011093. The limits of such insurance shall not be less than \$1,000,000 per occurrence, \$2,000,000 annual general aggregate, \$1,000,000 products and completed operations aggregate and \$1,000,000 personal and advertising injury including coverage for copyright and trademark infringement. Coverage shall also include Contractor's Pollution Legal Liability when activities involve construction, demolition or digging. Such insurance shall name as additional insureds the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees, with additional insured coverage at least as broad as that provided in ISO endorsement CG 20 10 11/85, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss. Such insurance shall have a cross liability/separation of insureds provision and a waiver of subrogation in favor of the Port, its commissioners, officers, agents and employees. If the activities under this Agreement involve construction or demolition work within 50 feet of railroad property, the coverage also shall include Railroad Protective Liability insurance. ***For any activities involving the Air Operations Area ("AOA") or any active airfields, cranes, asbestos, lead abatement, demolition, excavation, or hazardous materials, animals, stunts, or for activities performed in or on water or which involve use of aircraft, additional types and amounts of insurance may be required. Please refer to the Port Risk Management Department for further explanation of any additional requirements.***

**2. Business Automobile Liability Insurance.** Such insurance shall cover liability for all owned, non-owned and hired automobiles, trucks and trailers and shall provide coverage not less than that provided in the Business Automobile Liability policy ISO form number CA 00011293, with a combined single limit of not less than \$1,000,000 each accident for bodily injury and property damage, except that such limit shall be \$5,000,000 each accident for vehicles operating in the South Field, the Air Operations Area ("AOA") or any active airfields of the Oakland International Airport. Such insurance shall name as additional insureds the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees; such insurance also shall contain a waiver of subrogation in favor of such additional insureds, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss. ***For any activities that involve stunts, additional types and amounts of insurance may be required. Please refer to the Port Risk Management Department for further explanation of any additional requirements.***

**3. Workers Compensation and Employers Liability:** Such insurance shall be statutory workers compensation coverage and also include employer's liability insurance in the amount of at least \$1,000,000 per accident, \$1,000,000 bodily injury each employee and \$1,000,000 policy limit for bodily injury by disease. If Services are performed in or around water (whether in the Port maritime area or elsewhere), such insurance shall also include United States Longshoremen and Harbor Workers Act coverage and/or Jones Act coverage, if applicable. Such insurance shall contain a waiver of subrogation in favor of the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees.

**4. Media Liability Insurance:** Media Liability insurance is required when the activities involve filming for others for a fee. Such coverage shall include coverage for copyright and trademark infringement. Such insurance shall provide limits of not less than \$1,000,000 per claim and annual aggregate.

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**5. Builders' Risk Insurance:** Builders' Risk Insurance is required when activities involve construction. Such insurance shall be in an amount equal to one hundred percent (100%) of the replacement cost of the construction, covering the entire work, including all materials and equipment stored at the site and offsite for incorporation into the work, and additionally including such property in transit. Such insurance shall insure against "all risk" or "special form" perils including risks from any and all testing of equipment and providing coverage for earthquakes and terrorism. Such insurance shall be extended to cover soft costs incurred during any delayed completion period covered by an insured peril for a period of not less than two (2) years. Such insurance shall include the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners as additional insured and loss payee; such insurance also shall contain a waiver of subrogation in favor of such additional insured, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss.

**6. Aviation Insurance:** Aviation Insurance is required when activity involves aircraft of any kind. Such insurance shall be provided on Aviation Public Liability and Passenger Liability forms or as endorsed to a Commercial General Liability insurance policy. The limits of such insurance shall not be less than combined single limit per accident for use of aircraft with up to 4 seats (including drones); such limit shall be \$5,000,000 for use of aircraft with 5 or more seats. Use of jet aircraft of any size will need to be referred to Risk Management to determine amount of insurance required. Such insurance shall name as additional insureds the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss. Such insurance shall have a cross liability/separation of insureds provision and a waiver of subrogation in favor of the Port, its commissioners, officers, agents and employees.

**7. Protection and Indemnity Insurance:** Protection and Indemnity Insurance is required when activity involves watercraft or vessels of any kind. Such insurance shall include liability coverage for bodily injury and property damage including collision liability, wreck removal, liability to crew, and including the SP-23 clause or equivalent. The limits of such insurance shall not be less than \$1,000,000 per person, occurrence, or accident, for bodily injury and property damage, but no less than \$5,000,000 for watercraft of a length of 30 feet to 39 feet and no less than \$10,000,000 for watercraft 40 feet and over. Any passenger services watercraft will need to be referred to Risk Management to determine amount of insurance required. Such insurance shall name as additional insureds the City of Oakland, a municipal corporation, acting by and through its Board of Port Commissioners, Port of Oakland, its commissioners, officers, agents and employees, and shall be primary insurance; no insurance or self-insurance of the Port shall be called upon to contribute to a loss. Any language that limits coverage to additional insured in the event the Limitation of Liability Statute applies must be deleted. Such insurance shall have a cross liability/separation of insureds provision and a waiver of subrogation in favor of the Port, its commissioners, officers, agents and employees.

**8. Deductibles or Self-Insured Retentions:** For all required insurance, deductibles or self-insured retentions may not exceed Twenty-Five Thousand Dollars (\$25,000), unless approved by the Port Risk Management Department.

**9. Notice of Cancellation:** For all required insurance, Permittee, or Permittee's agent shall provide for thirty (30) days prior written notice to the Port of cancellation or material reduction in coverage, except ten (10) days prior written notice shall be allowed for non-payment of premium.

**10. Proof of Insurance:** Permittee shall deliver to the Port Risk Management Department, prior to the commencement of Services, certificates of insurance evidencing all required insurance including the applicable additional insured and waiver of subrogation policy provisions or endorsements. Upon the Port's request Permittee shall submit to the Port copies of the actual insurance policies or renewals or replacements thereof. All required insurance shall be provided



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by insurance companies with A.M. Best ratings of A VII or better. Failure to provide evidence of insurance could result in suspension of Permittee activities.

***Note: The types and amounts listed above are intended to be minimum requirements and may be increased by the Port depending on the scope of activities.***

Please send certificates to:

Port of Oakland  
Attn: Risk Management Dept.  
530 Water Street  
Oakland, Ca 94607  
Fax: (510) 627-1626  
Email: [risktransfer@portoakland.com](mailto:risktransfer@portoakland.com)

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**Schedule 4**

Security Deposit

A security deposit in the amount of \$ 0 will be required.

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Schedule 5

Point Person

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_