

Georgia Aquarium, Inc.

Filming and Photography Guidelines

Georgia Aquarium Inc. (GAI) reserves the right to cancel any shoot at any time if it is not in the best interest of Aquarium animals, staff or guests, or if it defies the Aquarium's mission or any of the guidelines outlined below.

Permission:

GAI's vision extends to all members of the media. Requests to film and photograph at GAI will be evaluated on an individual basis. We will try to accommodate requests that are made, but given the nature of operating one of the world's largest aquariums, some requests may be denied. GAI's participation is dependent upon a number of factors including the focus of filming or event, prior filming commitments and staffing availability. GAI reserves the sole right to grant or refuse access to any media organization based on the advice or request of staff members and to determine under what terms filming may take place.

Application:

All interested parties must complete GAI's Filming and Photography Application and submit a completed application at least two weeks in advance to GAI's Public Relations team through the media inbox or staff member designated. Project applications submitted less than two weeks in advance may not be accommodated and no filming will be accommodated with less than 24 hours' notice.

Guidelines:

- Filming must not inhibit or impede with the visitor experience or daily staff operations.
- Behind-the-scenes access is subject to approval by facilities' personnel, zoological personnel, veterinary staff, public relations staff and/or management and may be denied at any time.
- GAI's responsibility is first to our living collection and then to our guests. If at any time any GAI staff member believes the actions of the production company, or the actions of any individuals associated with the production company, threaten the well-being of any of the Aquarium's animals, patrons or exhibits, the production company will be ordered to alter or discontinue production until the threat is alleviated.
- GAI reserves the right to stop or cancel production at any time due to the health of an animal, which may or may not be related to the production.
- GAI management may deem blackout film dates that are non-negotiable.
- Any media or production personnel who interfere with any guests' experience will be asked to leave the Aquarium along with the entire crew. Re-admittance to the Aquarium will be at the discretion of GAI staff.
- Crew size and equipment size must be negotiated and approved before the day of the shoot. Crews have until twenty-four (24) hours before their scheduled shoot to make changes to said agreement.
- Any deviations to said agreement upon arrival of the crew will be allowed or denied at the discretion of GAI staff.
- Each member of the crew will be held to the terms of this agreement upon its signing by a representative of the production company.
- Due to the nature of Aquarium exhibits, auxiliary lighting, including flash photography bulbs and strobes, may not be allowed in designated areas of the Aquarium.

- Certain species of fish, birds and aquatic mammals are sensitive to light and temperature. If any member of GAI's staff believes that the addition of auxiliary lights may in any way harm the collection at the Aquarium, or any exhibits, said lighting will not be allowed, no exceptions.
- Large filming equipment, such as cranes or dollies, must be approved by facilities' staff before they will be allowed in the Aquarium. Any equipment that may interfere with Georgia Aquarium operations, restrict public access or potentially present a hazard to the general public will not be allowed in GAI.
- Our animals at GAI are delicate, as are the life support systems that maintain their environments. Requests to film inside any of GAI's exhibits will be evaluated on a case-by-case basis.
- Please know that anyone requesting permission to dive must be SCUBA certified and medically capable of such activity. Certification is a preliminary requirement and does not guarantee dive access. Final approval will be at the discretion of zoological and dive operations staff. Based on the complexity of the filming schedule, a check out swim or dive might be required.
- Aquarium exhibits may not be altered or moved in any way. Limited set construction may be permitted during non-operating hours. Any sets brought into the Aquarium must be approved at least one week in advance.
- Nothing may be permanently attached to walls or other structures.
- No adhesive tape may be applied to walls or exhibits. Any materials brought into the building must be removed by members of the crew.
- GAI is a smoke-free environment. Smoking is prohibited anywhere on Aquarium property.
- All maintenance, major construction, repair and custodial work occurs at times when the Aquarium is closed. Any set construction or approved adjustments must be made during times designated by Georgia Aquarium.
- If sound is being recorded, we will make every effort to minimize noise from sources such as floor polishers, metal carts, vacuums and other machinery, but please be aware we cannot guarantee a quiet environment. Maintenance crews must have enough time to complete all work before the Aquarium opens to the public in the morning. For the safety of our animal collection, the Aquarium has a strict decibel sound limit of 85. This sound limit will be strictly enforced. Exceeding the decibel limit in our facility may result in the termination of the group that is producing the sound.
- GAI provides on-site catering courtesy of Wolfgang Puck Catering/Restaurant Associates. Any catering, food or beverage needs must be negotiated with and serviced by Wolfgang Puck Catering/Restaurant Associates.

Credit and Use:

The production company or project operators will acknowledge GAI in its production should it use any video or photos or be subject to location fees.

- Use of GAI trademarks including but not limited to images, logos, slogans, titles and names must be done so with the express written consent of GAI. GAI copyrightable materials associated with or used and published by GAI or its affiliates or licensees, shall not be used or depicted on any packaging without the approval of the Public Relations department.
- The terms of this agreement must be agreed upon by GAI and the production company before filming may commence. The product of any filming done at GAI outside the terms of this agreement shall be forfeited to GAI without compensation. Violation of one or more of the terms of this agreement by either GAI or the production company may result in the termination of this agreement without compensation to the party at fault.

Location Fees:

Location fees are determined by several factors, such as the intent of the project, its potential impact on the Aquarium, the potential promotional value to the Aquarium, the amount of support required by the Aquarium and the extent to which rights to the final product are shared with the Aquarium.

Additional Aquarium staff or trade personnel may require additional hourly fees based on the nature of the project.

This fee schedule is a benchmark against which all projects will be evaluated. Depending on the details of the project and potential impact to the Aquarium, the site fees may be quoted higher or lower than the standard schedule. Any changes will be discussed and agreed upon before any agreement is signed.

GAI staff will conduct two (2) scouts at no charge; any additional scouts will be subject to a fee that covers two hours.

Content and Script Approval:

All scripted projects must submit a full script for approval. All scripts or content must be consistent with, and not in conflict with, the mission and operations of GAI. The Aquarium's marketing and communications staff will review all requests and determine if the nature of the film conflicts or hinders the mission of the Aquarium.

- Content of shoot may not conflict with any sponsors of GAI as well. Content must not in any way portray marine animals in a manner that can be perceived as negative, nor should content portray that any animals were harmed in any way.
- Content shall not contain any of the following: unwarranted, misleading or doubtful claims or assertions; material that violates or infringes upon the personal, proprietary, or other right of any person or entity; any disparaging material regarding GAI, its services, products or its competitors; any defamatory, scandalous, obscene, profane, indecent, vulgar, repulsive, or other material that is inconsistent with the family image or high quality associated with GAI, any mention by name of any generally advertised or promoted products or services, including any inserts or promotional references to such products or services in a motion picture or audiovisual work, unless consented to in writing by Georgia Aquarium; any material promoting or presenting a lottery, drawing, contest, game of chance or gambling arrangement; or any material stating or implying that GAI endorses final package, any third party, or any product or service, without GAI's approval.
- Final scripts must be submitted to GAI's marketing and communications department at least two weeks in advance of the shoot. The Aquarium reserves the right to approve or deny use of the Aquarium's name or image in any context, and to review any scenes involving GAI.

Damages & Insurance

The production company will be held responsible for any damages to Aquarium facilities caused by any member of the shoot/film crew or induced by the actions of the shoot/film crew as a whole. If necessary, GAI will repair or replace damaged areas, or contract for the repair or replacement of damaged areas or items, and bill the production company for the expense. The production company will have up to twenty-four (24) hours to reach a payment agreement with GAI before legal action may be taken.

Any organization wishing to film or photograph on GAI property must first secure a valid certificate of general liability insurance for no less than one million dollars (\$1,000,000) listing GAI as an additional insured for the date and location of the shoot. Any agreement between a media organization and GAI shall be dependent on securing the certificate of insurance.

Signature

Date