General terms and conditions for commercial photo and film productions and for journalistic activities

Flughafen München GmbH
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1. License agreement, contractual provisions

Flughafen München GmbH (hereinafter referred to as FMG) is the owner of the Munich Airport site. The production of video and/or audio recordings on the premises of or in a building at Munich Airport for the purpose of commercial exploitation or public reproduction requires contractual permission from FMG under these terms and conditions. Deviating contractual provisions of the contractual partner shall not apply, even if FMG is aware of them and has not expressly objected to them.

2. Written form of the contract and amendments

If FMG has issued its contract form for the film or other production permit to the contractual partner and sent it with the statement that it accepts the application "in writing", the contractual partner must return the original signed application by post or a copy of it - by fax or e-mail scan - to FMG in order for the contract to be entered into. A declaration by the contractual partner in written or electronic form (Section 126b of the Bürgerliches Gesetzbuch (BGB – German Civil Code), e.g. e-mail) is otherwise sufficient to accept the application. An agreement is invalid without this form unless filming or recording has already begun.

3. Scope of permission

FMG permits the recordings exclusively for the agreed production purpose and subject to their restriction to the utilization and public reproduction required for this purpose. The recordings may not be used in whole or in part for other purposes without the consent of FMG. The contractual partner shall remain solely responsible for ensuring that copyrights, personality rights or other rights of third parties are not infringed. In particular, any permission granted by FMG does not include the necessary consent of the persons employed by FMG or other third parties (e.g. airlines, authorities or employees) and does not include any assurance or guarantee that the area or subject matter of the recordings is free of third-party rights.

4. Secure area

In accordance with the Luftsicherheitsgesetz (LuftSig - German Aviation Security Act), FMG must search persons and the items they are carrying before they enter the secure area, while carrying certain items is prohibited and punishable by law (more information will be provided on request). All participants must carry a valid official identity card or passport at all times. FMG may or must arrange for its own personnel to accompany and supervise the recordings for a fee.

5. Permitted equipment

The recordings must not interfere with airport operations. All participants must pay particular attention to this as far as their behavior and the equipment they carry are concerned. Camera tracks and cabling are not permitted, only spotlights with a maximum output of 200 watts and that are not mounted on a tripod are permitted.

6. Catering services

Catering services can be obtained only from Allresto Flughafen München Hotel und Gaststätten GmbH or another provider that has been contractually approved by FMG.

7. Charges, invoicing

An agreed flat-rate fee does not constitute consideration for permitting the recordings (license fee or similar), but is compensation for the expenses incurred by FMG on account of the recordings. Additional fees are charged for FMG personnel accompanying the recordings based on time spent. Additional charges may apply for room rental, power supply and other ancillary services. The fees stated are net plus VAT at the applicable statutory rate. The fees are invoiced by FMG. FMG invoices must be settled in full within 10 days of the invoice date by bank transfer to one of the specified accounts.

8. Duty of the contractual partner to ensure public safety

The contractual partner, and not FMG, is responsible for ensuring that public safety at the recording location is not impaired by any equipment that the contractual partner brings with it.

9. Obligation to indemnify

The contractual partner shall indemnify FMG against any claims that are made against FMG by a third party on account of a recording by the contractual partner or its utilization or public reproduction or as a result of a breach of the duty to maintain public safety at the recording location.

10. Curtailment of recordings, termination of contract

FMG may at any time and without setting or complying with a deadline demand that the recordings be curtailed, moved to another location or discontinued insofar as this appears necessary in order not to disrupt airport operations or aviation security. This shall not give rise to any claims for reimbursement of fees, damages or expenses or any other rights on the part of the contractual partner. The statutory termination rights of each party remain unaffected.

11. FMG's right to substitute performance

If the contractual partner is in default with the fulfillment of an obligation under the contract or with the remedying of a breach of duty, FMG may fulfill the obligation in its place or remedy the breach of duty and demand compensation from the contractual partner for the expenses that it may deem necessary.

12. Place of performance, legal venue, miscellaneous

The place of performance of the mutual obligations arising from a film or other production permit is exclusively the premises of Munich Airport. The legal venue for both parties in the event of disputes regarding the contractual relationship is determined exclusively by this place of performance.

In addition to these terms and conditions, all other provisions of FMG relating to users of Munich Airport apply as currently amended. These include the provisions of the regulations governing the use of the airport and the fire safety regulations for Munich Airport and the traffic and safety rules for the secure area.

If a provision of these general terms and conditions or of the contractual relationship turns out to be invalid or there is a gap or omission, this shall not affect the validity of the remaining provisions; the gap or omission shall be closed in accordance with the commercial purpose of the contract.