

# Permit for Filming and Photography on the Railway Areas and in Buildings of the ÖBB

- Individual Permit free of charge -

Österreichische Bundesbahnen-Holding AG (hereinafter "ÖBB"), FN 247642f, address: Am Hauptbahnhof 2, A-1100 Vienna hereby authorises the

making of films/taking of photographs as follows:

○ **Date and time:**

○ **Place:**

○ **Number of persons and their activity:**

○ **Title/theme of the production:**

○ **Purpose of the shots/photographs:**

○ **Contractual Partner:**

○ **Planned broadcast:**

- (1) The film shootings and photography may take place exclusively in the assigned area at the stated time. The Permit gives entitlement to be on the site.
- (2) If the production is on the railway areas and in the buildings used by the ÖBB and if these areas are not publicly accessible, the Contractual Partner shall be obliged to contact the responsible internal contact partner of the ÖBB on site and must present this Permit without being requested to do so.
- (3) The Permit applies to the aforesaid purpose or production theme. Any additional filming or photography requires the prior written agreement of ÖBB-Holding AG. The Contractual Partner warrants that personal rights (in particular the right to one's own image) of the ÖBB officials and the standing and image of the ÖBB Group shall be safeguarded with respect to the filming/photography.
- (4) The Contractual Partner undertakes to impose the obligations incumbent on him arising from this agreement on persons attributable to his sphere and to provide evidence that he has made them aware of the rules of conduct incumbent on him.
- (5) The Contractual Partner declares that he has read the house rules currently in force in the buildings used by the ÖBB and agrees with and takes cognisance of these.
- (6) The Contractual Partner declares that he has read the provision, 'Instructions for railroad facilities' and agrees with and takes cognisance of this.
- (7) The Contractual Partner declares that he has read the house rules on railway stations and agrees with and takes cognisance of these.
- (8) When filming or photographing in building used by the ÖBB, the film company must register at reception and comply with the rule that they must await collection from Reception in accordance with the house rules in force. Filming and photography are permitted solely when accompanied by the internal contact partner of ÖBB.
- (9) When filming or photographing on railway areas, which are not publicly accessible, the agreement of the railway employees responsible with respect to all the procedures must be obtained in good time. Filming and photography may take place solely in the assigned area in the company of the responsible railway employee. Barriers may be set up only subsequent to agreement with the responsible railway employee on site. Safety and the operation of the railway must on no account be impaired. Unauthorised access to railway facilities, which are not identified for public use (in particular the danger area of tracks and high-voltage facilities) is strictly forbidden. Exceptions to this are possible only under the instruction and in the company of one the employees responsible for such matters. The instructions must be complied with implicitly. The same shall apply to accessing and operating railway vehicles and trains. The railway employees responsible for rail operation and its safety are entitled to order an immediate interruption or cessation of the filming or photography, whereby the Contractual Partner shall have no claim for compensation. The passengers and customers in the railway facilities identified for public use must on no account be disturbed or inconvenienced. If the filming or photography causes operational hindrances, this shall be deemed additional expenditure.
- (10) In the case of the creation of specific hazards (e.g. artificial mist, spotlights) there must be evidence that the responsible traffic controllers at the nearest stations have been notified 30 minutes prior to the de facto occurrence of the specific hazard.
- (11) Every unreasonable inconvenience - in particular due to noise - to the passengers, customers, lessees, tenants, employees or other entitled person must be avoided.
- (12) When filming or photographing in trains the Permit always applies only to ÖBB Group trains and only when these are on the territory of the Austrian State.
- (13) The Contractual Partner shall be liable to the companies affiliated to ÖBB-Holding AG pursuant to § 189 a Austrian Business Enterprise Code (hereinafter ÖBB Group companies) and to the officials of these ÖBB Group Companies for all damage caused in connection with the filming or

photography or in connection with other measures by virtue of this agreement. Lost profit must also be compensated. The Contractual Partner shall be released from this liability and indemnification only when and insofar as he proves that the damage has been caused by the culpable intent or gross negligence of an official in the exercise of his duty. The contract partner shall be liable both for the conduct of the persons attributable to his sphere and for his own conduct.

- (14) The Contractual Partner waives claims against the ÖBB Group Companies and against the officials of these companies for compensation in damages, which are related to the filming or photography or to other measures by virtue of this agreement. As regards claims for compensation, which are related to this agreement and are asserted by persons, who are attributable to the sphere of the Contractual Partner, the Contractual Partner shall indemnify and hold harmless the ÖBB Group Companies and their officials. This waiver and duty to indemnify and hold harmless shall not apply, if the damage has been caused by the culpable intent or gross negligence of an official in the exercise of his duty.
- (15) All modifications to buildings, surface areas, vehicles and other plant and facilities require the express agreement of ÖBB-Holding AG, as well as of the respective owner or respective lessee. On completion of filming or photography the original condition must be restored. If this does not occur, those affected shall be entitled to elect to undertake this restoration work against invoicing of the costs or to commission this work in the name and on the account of the Contractual Partner.
- (16) Necessary official filming permits are not affected by the present permit and are to be produced separately and submitted at the request of ÖBB-Holding AG.
- (17) The conclusion of the present agreement is on no account deemed to be a ticket.
- (18) The applicable law is Austrian law. Vienna is agreed as the sole Court of jurisdiction for all disputes arising from this contract.

....., date .....

For the ÖBB-Holding AG

Contractual Partner

.....

.....

*Annexes:  
Instructions for railroad facilities*