

AUGSBURG COLLEGE
FILM/PHOTOGRAPHY and LOCATION USE AGREEMENT

This Agreement, made and entered into this _____ day of _____, 201____, by and between the **AUGSBURG COLLEGE**, (hereinafter referred to as "Institution") and

_____ (hereinafter referred to as "Filmmaker"), governs the use of the campus of the Institution (hereinafter referred to as the "Premises") for filming, taping and/or photography for commercial purposes (hereinafter referred to as the "Production") on _____, 201_____.

A. TERMS

1. Filmmaker shall pay to the Institution the amount of \$ _____ for the rights to use the Premises as set out in this Agreement.

This amount does not include location fees or any College service fees for things such as the Department of Public Safety, parking, facility services, or any other College services.

All location fees are due on the first day of filming taping and/or photography, unless specifically agreed to the contrary in writing.

If for any reason Filmmaker does not require the use of the Premises for all of the agreed upon date(s), said consideration shall be prorated based upon the number of film days actually used. Additional expenses will be the responsibility of the Filmmaker.

2. Filmmaker must submit, in writing, detailed information about the proposed project including:
 - a. Name of project
 - b. Primary contact information
 - c. Location manager/Unit production manager contact information
 - d. Type of production
 - e. Brief summary of project
 - f. Locations requested, including scout visits, prep time/date, shoot time/date, strike time/date
 - g. Number of people involved in each day's shooting (crew and cast)
 - h. Type of activity to be filmed/taped and/or photographed
 - i. A list of equipment and vehicles to be used in connection with the filming; and
 - j. The sizes and composition of structures that will be used in the shoot.

- k. This information and a script (if any) **must be submitted to the Institution location coordinator for review and approval at least 30 days prior to the first day of filming.** Filmmaker must obtain Institution's written approval prior to filming.
3. The Institution reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management and operation of the same. The Institution and its employees shall have free access at all times to all space occupied by the Filmmaker.
4. Filmmaker agrees to exercise best efforts to avoid portraying the Institution, its students, its employees, its alumni or its other constituencies in a negative light and not to use any footage or materials that are reasonably likely to embarrass the Institution, its students, its employees, its alumni or any of its other constituencies. Filmmaker agrees not to use video, audio or photographs in the production (or any subsequent project for which the film or materials used were shot or obtained pursuant to this Agreement) that are inconsistent with the Institution's moral or ethical standards.
5. At a minimum, the Filmmaker agrees to purchase the following insurance coverages:
 - Commercial General Liability - \$3 Million per occurrence, \$5 Million aggregate, **AUGSBURG COLLEGE** endorsed as an additional insured
 - Auto Liability - \$2 Million per occurrence for "any autos"
 - Workers' Compensation – statutory benefits applicable in the State of Minnesota
 - Volunteer Accident - \$50,000 per Volunteer / \$500,00 Aggregate; Coverage should be primary
 - Filmmakers' Errors & Omissions / Media Liability - \$2 Million per occurrence

Filmmaker's insurers agree to waive subrogation for any injuries to any person or damages to property resulting from the Filmmaker's activities.

All insurance shall be underwritten by an Insurance Company acceptable to the Institution. 30 days prior to the beginning of the project, Filmmaker agrees to provide an original certificate of insurance issued to the Augsburg College evidencing compliance with the above requirements. Claims made policies shall not be acceptable. Such insurance shall remain in full force throughout the term of this Agreement. Filmmaker shall provide immediate notice to Augsburg College should said insurance be reduced or

cancelled. All of the Filmmaker's subcontractors shall provide evidence of insurance similar to the Filmmaker four weeks prior to the beginning of the project.

6. Filmmaker will use reasonable care to prevent damage to the Premises. Any damage, including but not limited to damage to facilities, equipment, real property, personal property or surfaces, caused by Filmmaker, its agents, employees or contractors, shall be repaired to the Institution's satisfaction at the Filmmaker's expense. Notwithstanding this provision, however, Filmmaker shall not be liable for any such repairs with respect to damage caused by the sole negligence of the Institution or its officers, trustees, agents or employees.
7. It shall be the Filmmaker's sole responsibility to obtain any necessary publicity releases and intellectual property rights for the Production.
8. Filmmaker agrees to indemnify, defend and hold harmless Augsburg College, including its governing board, trustees, directors, officers, employees, and any students, agents or volunteers acting at Augsburg College's direction (collectively referred to as the "Releasees), from any and all claims, demands, actions, causes of action, judgments, damages, expenses, or costs, including, but not limited to, reasonable attorney's fees and court costs, arising out of or related to the Production, including but not limited to the failure to secure the necessary or adequate written permission of any person portrayed in the Production; any personal injury or property damage resulting from any act of negligence by Filmmaker or Institution personnel in connection with use of Premises by Filmmaker or by breach of Filmmaker's representations, warranties and agreements set forth herein; or any alleged infringement or violation of any copyright, trademark, intellectual property right, or claims based on invasion of privacy, misappropriation of likeness or other right of any person or entity resulting from any taping, production, webcast, broadcast or re-broadcast of the Production, whether by the Filmmaker or any other party.
9. With the exception of Institution-provided materials, the Institution claims no rights in and to any photographs, film, or recordings made pursuant to this Agreement.
10. All use of film, video or photographs taken on the Premises pursuant to this Agreement must be reviewed and approved by the Institution in advance of its public dissemination or its use in any commercial manner to determine compliance with this Agreement. Written approval from the Institution must be obtained prior to public dissemination.

11. The Institution shall have the right to review in advance and approve all advertising, promotional or marketing materials which use the Institution's name or other trademarks or images, as well as any graphic images created by or on behalf of Filmmaker incorporating the Institution's name or other trademarks in the Production (or any subsequent project for which the film or materials used were shot or obtained pursuant to this Agreement).

Filmmaker will in no way utilize Institution name, logos, trademarks, or copyrighted information to imply endorsement or other association with the Production without the Institution's written consent in advance of such use.

The Institution may not be mentioned or credited in the Production without the prior written consent of the Institution.

Institution name, logos, trademarks, or copyrighted information may not be used in the Production, including, without limitation, use of Institution apparel and other items featuring the Institution's name, logos, trademarks, or copyrighted information for use as costumes and/or set dressing, without the prior written consent of the Institution. No identifiable Institution buildings or landmarks may appear in the Production without the prior written consent of the Institution.

12. This Agreement may be canceled by the Institution with written notice to Filmmaker at any time. Filmmaker agrees to terminate any work hereunder upon receipt of notice of such termination or as instructed in such notice. In such an event, the Institution agrees to compensate Filmmaker for actual documented expenses incurred in reliance on this Agreement, so long as the actual documented expenses are not greater than the amount agreed to in Paragraph A1.
13. This Agreement shall be governed by the laws of the State of Minnesota and any dispute arising hereunder shall be resolved exclusively in the courts of the State of Minnesota. By executing this agreement, Filmmaker hereby submits to the jurisdiction and venue of said court and knowingly waives the right to later challenge the same in any forum.
14. This Agreement constitutes the entire understanding of the parties hereto concerning the subject matter herein. In the event any provision or portion of this Agreement is deemed invalid, or unenforceable, the remaining rights and obligations of the parties herein shall remain in full force and effect, and shall be construed and enforced accordingly.

15. There shall be no filming of nudity or pornography on campus. Profanity is also discouraged if script takes place in an open area and/or in close proximity to offices, classrooms, dorms or populated areas.
16. Generally, special effects involving pyrotechnics, high noise level activities and simulated car chases or scenes involving gunfire are not acceptable.
17. Food trucks and animals on campus require advance express written approval.
18. Filmmaker shall have access to any utilities and areas/buildings on campus as listed in Appendix A.
19. The Institution accepts no responsibility whatsoever for any property brought to the Premises by Filmmaker and will have no liability for any loss, damage, or destruction of property or personal injury that may be sustained by Filmmaker or any Filmmaker personnel or agents in connection with the scheduled use regardless of the cause of the loss.
20. Filmmaker is expressly prohibited from using drones or other remote-controlled air devices on the Premises.
21. Filmmaker agrees to remove all equipment and temporary sets after completion of its use of the Premises and to leave the Premises in as good condition as the Premises was when entered upon by the Filmmaker. Signs on the Premises may be removed or changed only with the express written permission of the Institution, and if removed or changed only with the express written permission of the Institution, and if removed or changed such signs shall be replaced and put back into as good condition as they were when removed or changed. Filmmaker is responsible and will indemnify the Institution for any and all claims or losses that may occur resulting from Filmmaker's use of the Premises.

B. COMPLIANCE WITH LEGAL REQUIREMENTS AND INSTITUTION POLICIES

1. Filmmaker will comply with all applicable laws and regulations of the United States and of the State of Minnesota, all ordinances of the City of Minneapolis, Hennepin County, Minnesota, and all rules and requirements of the police and fire departments or other municipal authorities of the county or town, and will obtain and pay for all necessary permits and licenses, and will not do or allow to be done anything on the Premises during the term of this Agreement which is a violation of any such laws, regulations, ordinances, rules or requirements.

2. Filmmaker shall follow all directions of the Institution campus safety staff.
3. Filmmaker hereby assumes full responsibility for the character, acts and conduct of all persons entering the Premises with the knowledge or consent of Filmmaker, or by or with the knowledge or consent of any person acting for or on behalf of Filmmaker. Filmmaker shall take all necessary steps that no person engages in harassment or intimidation relating to personal beliefs or characteristics of anyone on the Premises.
4. Institution shall have the right to suspend or terminate the use of Premises by Filmmaker immediately upon determining that there is reasonable belief of noncompliance with requirements or Institution's failure to follow instructions of campus safety staff.

C. FORCE MAJEURE

1. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Filmmaker's control (including without limitation any Writers Guild of America or Screen Actors Guild strike or lock-out), Filmmaker is unable to start work on the date designated above and/or work in progress is interrupted during use of the Premises by Filmmaker, Filmmaker shall have the right to request the use of the Premises at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph A2.

ACCEPTED AND AGREED TO:

FILMMAKER:

INSTITUTION:

By: _____ By: _____

APPENDIX A
SCHEDULE OF LOCATIONS AND UTILITIES

Filmmaker shall have access to the following buildings and locations as listed below:

| Building / Location | Date | Times |
|---------------------|------|-------|
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Filmmaker is permitted to use the following utilities on the dates and time listed below:

| Utility | Date | Times |
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