

FILM LOCATION LICENSE AGREEMENT

AGREEMENT made as of **date** by and between **name of auxiliary**, located at **address** (“Corporation”) and **name of production company**, located at **address** (“Company”) in connection with the film, television program, documentary, video or news broadcast, or other filming project, entitled **name of project**, as further described on Attachment 1 (the “Film”).

RECITALS

A. Company desires to use certain Locations (as defined below) on the campus of **name of College** (“College”) of The City University of New York (“CUNY”) in connection with production of the Film; and

B. The Locations are available and Corporation has been granted authority from College to license such Locations; and

C. The parties desire to enter into an agreement whereby Corporation will make the Locations available to Company in connection with production of the Film.

The parties hereby agree as follows

1.0 USE OF PREMISES

1.1. Subject to 1.2 and 1.4 below, Corporation hereby grants to Company permission:

- 1.1.1. to use the facilities at College described on Attachment 2 (the “Locations”);
- 1.1.2. to enter and exit the Locations with Company’s personnel and equipment;
- 1.1.3. to erect and maintain temporary motion picture sets and structures on the Locations; and
- 1.1.4. to photograph (including without limitation by means of motion picture, still, video, or digital photography) the Locations, sets and structures, and such other personal property located at the Locations, and/or to record sound for such Film scenes as Company may desire.

Such use, photography and sound recording are hereinafter collectively referred to as the “Shoot.” Permission is only granted for the Shoot from beginning of set-up through clean up and only for the dates and times, and for those purposes, specified in Attachment 2.

1.2. Company shall obtain the prior written approval of Corporation and College before any alterations, additions, “set dressing,” or other modification(s) to Locations, whether temporary or permanent, are undertaken. Company understands and agrees that any such modifications may increase the Fee Schedule set forth in Attachment 3 and/or the costs of restoring any Locations so modified to their original condition.

1.3. Subject to 1.4 below, Corporation further grants to Company permission to refer in the Film to the Locations or any part thereof by any fictitious name, and the right to attribute in the Film any fictitious events as occurring on the Locations.

1.4. Company agrees that one of the express conditions of this Agreement is that Company will not use nor attempt to use any part of the Locations for any purpose that is defamatory to the reputation of Corporation or CUNY. Company further agrees that Corporation and/or CUNY, in their sole discretion, if they deem any purpose to be defamatory to the reputation of Corporation or CUNY, may interrupt the

Shoot and provide notice to Company to cease such action. If such conduct is not cured within a reasonable time of giving notice, Corporation may terminate this Agreement and dismiss or cause the Company and anyone else present on the College campus or the Locations in connection with the Film or this Agreement to be dismissed. In any such event Corporation shall be entitled to retain or receive any money paid and accrued, and unpaid amounts due.

1.5. Notwithstanding anything to the contrary in this Section 1.0, Company is expressly prohibited from using, recording or photographing signs, symbols, names, language or marks contained on any part of the Locations that specifically identify Corporation, College or CUNY by name or logo, without the written permission of Corporation. This provision shall survive the termination or expiration of this Agreement.

1.6. Company shall prohibit the entrance of more than **number** persons in and around the Locations in connection with the Shoot and in connection with the permission granted by this Agreement.

1.7. Company shall have the right to remove all of its sets, structures, and other materials and equipment from the Locations, provided, however, that Company shall leave the Locations in as good condition as when received excepting reasonable wear and tear consistent with the use of the Locations for the purposes herein permitted. In the event of any damage of any kind to the Locations or the appurtenances thereof caused by the Company, its employees, agents or anyone else in connection with Company's use of the Locations, Company agrees to pay such amount as determined in good faith by College in consultation with Company's representatives, as shall be necessary to put the Locations in as good order and condition as the Locations were at the commencement of this Agreement. In the event of any dispute over whether damage to a Location has occurred, the determination of College in consultation with Company's representatives shall be conclusive. Company agrees that College may restore any such damaged Location and, further, Company agrees to reimburse College for the reasonable costs of any such restoration within ten (10) calendar days of Company's receipt of College's invoice therefore.

1.8. Corporation and CUNY, and their respective officers, agents and representatives, shall have the right at all times to enter any part of the Locations without the intention of interrupting the production of the Film, and at all other times as may be necessary to protect the health and safety of the College community or for other similar emergency purposes.

1.9. Corporation agrees to provide all ordinary electricity and water to the Locations. Corporation does not guarantee that any air-conditioning equipment will be in working order.

2.0 CUNY SETTING

2.1. Company agrees not to interfere with the normal education, research and other operations of College. Corporation reserves the right to impose restrictions on Company's activities to ensure that interference with such normal operations does not occur. Company agrees that Corporation and CUNY have the right to expel Company from the Locations if Company fails to adhere to any restrictions imposed under this Agreement.

2.2. Company shall not photograph or record, nor broadcast, print, transmit or otherwise disseminate any images of any of the CUNY's students or employees (excluding any unintended, incidental or inadvertent, unrecognizable background images) without obtaining written releases prior to such filming and/or recording, copies of which shall be provided to Corporation at the time that they are obtained.

2.3. Company agrees to respect the privacy and confidentiality of any student-, Corporation-, or CUNY-related information Company may encounter in connection with Company's use of the Locations

or the permission granted pursuant to this Agreement.

3.0 FEES

3.1. Company agrees to pay Corporation a fee in the amount(s) and at the time(s) set forth on Attachment 3, for the rights granted, and services and equipment to be provided, under this Agreement.

3.2. Company agrees that any changes to the scope of services and equipment set forth in Attachment 3 shall be made solely by means of a written agreement between Company and Corporation. Company acknowledges that additional charges will be imposed for additional time, space, equipment or services requested by Company, subject to availability and approval by Corporation, and such charges shall be billed at rates determined by Corporation and payable at least one (1) business day in advance by certified or bank check drawn on a New York bank.

3.3. In no event shall Corporation or CUNY be responsible in any way for services or equipment provided by others to Company, including, without limitation, performer or participant fees and/or benefits, and transportation of performers or participants.

3.4. Fees and sums due Corporation under the terms of this Agreement shall be made by cashiers, certified or corporate check payable to **name**. Personal checks will not be accepted as payment.

4.0 COMPLIANCE WITH LAWS

4.1. Company covenants and agrees to abide by, conform to, and comply with all of the applicable laws, rules, and regulations of the United States and the City and State of New York, and the rules, regulations and policies of College and CUNY.

4.2. Company agrees to secure in advance of the Shoot any and all licenses and/or permits that may be required for such use of the Locations and to take all other steps necessary to comply with all laws and requirements of the State and City of New York, or any department, board or authority thereof governing such use of the Locations, and provide copies to Corporation prior to the Shoot, at Corporation's request.

5.0 INSURANCE AND INDEMNIFICATION

5.1. Company shall procure and maintain in full force during the period of this Agreement, the following policies of insurance issued by a carrier(s) in good standing authorized to do business in New York:

5.1.1. personal property insurance covering the equipment, scenery, costumes and all other property of Company brought onto College campus to the extent of its insurable value;

5.1.2. workman's compensation and employers liability insurance covering Company's employees as required by law;

5.1.3. business vehicle insurance in the amount of two million dollars (\$2,000,000) for Company owned, non-owned, and/or hired vehicles; and

5.1.4. commercial general liability insurance with limits of liability of not less than two-million dollars (\$2,000,000.00) per occurrence and not less than five-million dollars (\$5,000,000.00) in the aggregate, combined single limit, for bodily injury (including death) and property damage, and that shall cover liability assumed by Company under

this Agreement.

5.2. The following additional terms shall apply to the general liability insurance required by this Section 5.0:

5.2.1. The policy of insurance shall be endorsed to name **name of auxiliary**, The City University of New York, the Dormitory Authority of the State of New York, the State of New York, the City of New York, and the directors, officers, employees, agents, representatives and assigns of each of them on a primary basis, as additional insureds.

5.2.2. The policy may not be cancelled or modified in any manner upon less than thirty (30) calendar days prior written notice to Corporation.

5.2.3. No cancellation provision in the policy may be construed in derogation of the continuous duty of Company to furnish such insurance during the term of this Agreement.

5.3. To the extent not covered by insurance, Company shall be solely responsible for the following:

5.3.1. All taxes and remittances to proper authorities;

5.3.2. All user fees;

5.3.3. Compensation, workers compensation, and disability insurance of all persons performing services in connection with the Shoot, except for Corporation, College and CUNY personnel.

5.4. At the time of delivering a signed copy of this Agreement, Company shall provide Corporation with written proof of insurance, including written endorsements for all required additional insureds, for all insurance coverages required hereunder.

5.5. Company shall indemnify, defend, and hold harmless Corporation, CUNY, the State of New York, the City of New York and the Dormitory Authority of the State of New York, their officers, employees, agents and students, from and against all expenses, claims, damages (for injury to or death of persons and for damage to or destruction of property), liabilities, penalties, losses, fines, reasonable attorneys' fees and judgments arising out of or relating to Company's use and occupancy of the Locations, or the performance of this Agreement, or the Shoot, or the conduct of Company's officers, employees, agents, guests, invitees, performers, participants, or independent contractors, including without limitation any claim of infringement or violation of any copyright or property right, to the extent that such injury, death or damages is not caused by the negligence or willful misconduct of the Corporation or CUNY, their officers, employees or agents. The word "conduct" as used in the previous sentence shall include, without limitation, any act(s) by which Shoot performers, participants, or Company encourage, suggest, or ask Shoot onlookers to come onto a stage or into any Location.

6.0 ADDITIONAL RIGHTS AND RESPONSIBILITIES OF COMPANY

6.1. Company agrees that any and all images, motion pictures and audio recordings (including, but not limited to, still photographs, film, video, digital motion pictures, sound and other recordings) created as a result of or in connection with Company's use of the Locations (collectively, the "Recordings") may only be used in connection with, or as part of, the Film and/or in connection with any publicity, promotion and/or advertising of same. Subject to the foregoing sentence, Corporation grants Company and its licensees, successors and assigns, the exclusive right (but not the obligation) to use, reproduce, exhibit and otherwise exploit the Recordings, in whole or in part, in any and all media now known or hereafter devised, throughout the world, in perpetuity.

6.2. In the event Company desires to photograph retakes or other scenes, or to obtain permission for additional time, space, equipment or services, Company may arrange with Corporation to re-enter upon and use the Locations, subject to availability and at Corporation's standard rates. Payment shall be due at least five (5) business days prior to the time of intended use, by money order or certified check only.

6.3. Neither Company, nor its agents, licensees or successors shall be obligated to make any actual use of any photography, recordings, depictions, or other references to the Locations hereunder in any film or otherwise.

6.4. All rights, title and interest of every kind (including without limitation all copyrights) in and to all photography and sound recordings made pursuant to this Agreement shall be solely and exclusively owned and controlled by Company and its successors.

7.0 MISCELLANEOUS

7.1. The following information is provided in connection with the performance of this Agreement and for purposes of any required or desired notice provided in connection with this Agreement:

For Corporation/College:

Name:

Title:

Address:

Phone:

Phone (during Shoot):

Email:

For Company:

Name:

Title:

Address:

Phone:

Phone (during Shoot):

Email:

7.2. Company does not have the right to assign this Agreement. Company hereby represents and warrants that it has not heretofore assigned or transferred, or purported to assign or transfer, and shall not assign or transfer, to any person or entity, this Agreement or any rights granted under this Agreement.

7.3. This Agreement shall be interpreted, enforced and governed by the laws of the State of New York. Any disputes arising under the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York.

7.4. Company represents and warrants that the person signing this Agreement on behalf of Company has the full right and authority to execute this Agreement and that no consent or permission of another person, firm or entity is necessary to bind Company to the terms set forth in this Agreement.

7.5. Should the Locations herein described be destroyed either wholly or in part, damaged by fire or the elements, mob or riot, or use of any part of the Locations or equipment, or performance of any part of this Agreement be prevented or interfered with, by strikes or any other cause prior to or during the time for which use of said Locations is permitted, Corporation may, in its discretion, terminate this Agreement,

returning to Company any payments that may have been made for the proportionate period of use prevented or interrupted, and Company hereby expressly waives any claims for damages or compensation should this Agreement be so terminated. Neither Corporation, nor College or CUNY shall be in any way liable for any loss or damage to personal property, or other damage, delay, inconvenience, or annoyance to Company arising from or because of strikes, lock-outs, or other labor difficulties, or for any other reason whatsoever.

7.6. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party.

CORPORATION:

By: _____
Print Name: _____
Title: _____
Date: _____

COMPANY:

By: _____
Print Name: _____
Title: _____
Date: _____

ATTACHMENT 1
DESCRIPTION OF THE FILM

ATTACHMENT 2

SCHEDULE OF LOCATIONS

Company agrees that the Shoot, from beginning of set up through clean up, shall take place only in the following Location (s) and on the dates and times set forth below:

Date	Time	Place	Activity
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ATTACHMENT 3

FEE SCHEDULE

I. LOCATION USE FEE				
<i>List dates/locations</i>		RATE	HOURS	TOTAL
				\$
				\$
				\$
TOTAL LOCATION USE FEE				\$

II. PERSONNEL, SERVICES & EQUIPMENT COSTS				
PERSONNEL	RATE	NUMBER	HOURS	TOTAL
				\$
				\$
OTHER CHARGES		RATE	UNITS	TOTAL
				\$
				\$
TOTAL PERSONNEL, SERVICES & OTHER CHARGES				\$

TOTAL AGREEMENT CHARGES	\$
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PAYMENT SCHEDULE

\$_____ Nonrefundable Deposit due on signing of this Agreement

\$_____ Balance of Fees due on or before _____, 20__.

NOTE: Additional fees may be due. See Section 3.2 of the Agreement.

Initials: Company _____/Corporation _____