

WEBER STATE UNIVERSITY FILM AGREEMENT

This Agreement is entered into as of _____ between _____ ("Producer") and Weber State University, a public institution of higher education of the State of Utah (the "University"). University and Producer are sometimes individually referred to herein as a "Party" or collectively as the "Parties."

Producer agrees to comply with the provisions set forth below while filming for the project known as " _____ " (the "Production") at specific locations ("Location") on the University campus (the "Campus").

1. **Grant.** The University hereby grants to Producer the following non-exclusive rights: (a) to enter upon and use the specified Location solely to film the Production at the agreed upon times; and (b) to bring onto the Location personnel and equipment, as the Producer reasonably deems necessary, and consistent with the terms of this Agreement, to film the Production.
2. **Limitations.** This grant of rights is subject to and contingent on Producer's compliance with the terms and conditions of this Agreement. No other rights are granted, either expressly or implied. Producer may not exercise the rights granted herein on any other property owned or controlled by the University.
3. **Scheduling.** Producer agrees to film on the Campus upon a schedule approved in writing by University, at times and in such a manner as to avoid disrupting any classes, academic pursuits, club or group activities, or other events on the Campus. Producer will work with University officials to designate times and locations for specific shoots that will minimize disruption to the Campus community and academic pursuits.
4. **Disrupting Activities Prohibited.** Filming may not disrupt the peaceful conduct of the activities and orderly operations of the University. Producer or his/her agents shall not use aggressive tactics or harass individuals while on campus. Filming may not interfere with pedestrian and/or vehicular traffic.
5. **Plan. Exhibit A, Film Plan and Scope of Use,** details the Producer's specific plan for the filming, including dates, times, locations, number of crew, size and number of trucks, parking needs, security needs, power needs, and facility needs, which must be approved by the University as part of this Agreement at least _____ days prior to filming.
6. **Restrictions.** The University may impose restrictions on Producer's production activities, including, but not limited to: (a) weight and size limitations on vehicles on the Location; (b) the amount of vehicle and pedestrian traffic permitted on the Location; (c) weight restrictions on floor loads on porches, roofs and interiors of buildings on the Location; (d) use of the University's furnishings, utensils and other personal property on the Location; and (e) parking, including number of vehicles and location where parked.

7. **Alterations or Damage to Location.** Producer shall make no permanent alteration to any real or personal property on the Location. Producer may not move any University equipment or touch any chemicals. Only approved University employees shall be allowed to move any University equipment for the Producer. The University must approve in advance any proposed temporary alterations. Upon completion of filming on the Location, Producer shall, at its sole expense, promptly restore that portion of the Location to its condition prior to the filming, except as the parties may otherwise agree in writing. Producer shall not damage or destroy or permit the damage or destruction of any portion of the Location or property situated thereon and shall, at its sole cost and expense, repair or replace any damaged property or portion of the Location to at least its previous condition to the University's reasonable satisfaction.
8. **Producer's Property.** All property placed on Location by, at the direction of, or with the consent of Producer, its employees, agents, subcontractors, licensees, or invitees, shall be at the risk of Producer or the owner thereof, and the University shall not be liable for any loss or damage to said property resulting from any cause whatsoever. Any property left on the Location and any alterations to the Location not removed by the last date of Filming may be removed by the University at Producer's expense.
9. **Stunts.** Producer will not conduct any stunts while filming on Campus without first obtaining express written permission of the University.
10. **Compliance.** The University grants Producer a limited nontransferable license described herein to access University property only to the extent necessary to carry out activities as further described in this Agreement. Producer agrees not exceed the scope of this license and to abide by applicable law and University policies, which are available online at <http://www.weber.edu/ppm/>, and govern any activity involving access to University property including, but not limited to policies related to drugs, alcohol, discrimination, harassment, and technology usage, violation of which may be deemed a material breach of this Agreement. With no penalties, additional fees, risk of breach of the Agreement, or without assuming any duty of care, the University may revoke this license without notice and immediately escort Producer from campus and/or eliminate access to University property and/or terminate the Agreement for cause when the Producer: (i) exceeds the scope of the license of this Section; (ii) violates any applicable University policy; (iii) violates any federal or state law; (iv) materially breaches this Agreement; (vi) or creates risk of damage to persons or University property.
11. **Management of University Property.** It is understood and agreed that the University reserves the right to control and manage University property and to enforce all necessary and proper rules for the management and operation of the same. The University shall have access at all times to all space occupied by the Producer, which right of access shall not be utilized unreasonably.
12. **Content of the Production.** Producer agrees that Production shall not include content related to pornography, defamation, obscenity, violence, activities that depict violation of

law, activities that would denigrate the University or otherwise cast the University in a negative light, or activities that are at odds with the University policy or mission. A description of the content of the Production and how it will be used, as well as the film and/or television industry rating the Production expects to receive, shall be attached as **Exhibit B, Description of Production** to this Agreement. University approval in no way relieves the Producer from the obligation to limit content in accordance with this paragraph if the description provided by the Producer was inadequate to fully apprise the University of the nature of the content of the Production.

13. **Representation of the University.** Producer may not use or infringe on the University's intellectual property, including name, marks, logos, trademarks, or right of publicity, without express permission. Request for use of the University's intellectual property, must be submitted to the Office of University Relations in advance. Any use of University's intellectual property will be consistent with University policies regarding Marks. Producer may not in any way create the appearance or impression that the University endorses the film. Disclaimers to that effect must be prominently displayed in the Production.
14. **Preview.** Producer shall supply a copy of the proposed final Production to the University no later than 10 business days prior to release so that University may ensure compliance with this Agreement. If the University has any concerns about non-compliance, University shall notify Producer within 3 business days of receipt of the proposed final Production. The Parties agree to work together in good faith to cure any noncompliance with this Agreement. Producer agrees not to release the Production without approval from the University, which shall not unreasonably be withheld.
15. **Liability of University; Insurance.** Producer agrees that the University shall not be liable for any damage or injury which may result to Producer, its agents, employees, or third parties through the use by Producers of the Campus, whether such damages are direct, indirect, incidental, special, or consequential damages, even if they have been advised of or should have foreseen the possibility of such damages. Producer agrees to secure insurance amounts of \$1,000,000 per event, \$2,000,000 in the aggregate, to protect against damage from such occurrences and to provide a copy of such insurance policy to University. Such insurance policy shall include the University as an additional insured and certificate of insurance shall be provided to the University ten (10) working days before scheduled filming.
16. **Copyright.** Producer warrants and represents that it holds all copyrights and other intellectual property rights necessary for making the Film. If applicable, any royalty fees, BMI, ASCAP, SESAC, AGVA, or union dues which may be required are the responsibility of the Producer. Should any infringement action arise out of the performance of this Agreement, Producer further warrants and represents that it shall solely bear any costs associated with any infringement action and shall indemnify the University from any said infringement action.
17. **Privacy.** Producer warrants and represents that it has not and will not violate the privacy

of any individual while using the Campus. Producer will get express written permission of any individual used in the Production who is filmed on Campus.

18. **No Warranties or Representations by University.** The University makes no warranties or representations, express or implied, concerning the physical condition of the Location, or concerning the fitness or suitability of the location for the purposes contemplated by this Agreement.
19. **Indemnification.** Producer agrees to indemnify and hold the University, its trustees, officers, employees and agents harmless from any and all claims, damages and liabilities arising directly or indirectly out of, attributable to or in connection with Producer's use of the Campus, including but not limited to claims, damages, and liabilities resulting from Producer's violation of copyright, privacy, or other laws or regulations.
20. **Miscellaneous:**
 - a. **Amendments and Waivers.** This Agreement may not be amended and compliance with any provision of this Agreement may not be waived except in a writing signed by the Parties. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
 - b. **Assignment.** Producer may not assign or transfer this Agreement, or any part thereof, without the prior written consent of the University.
 - c. **Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
 - d. **Entire Agreement:** This Agreement constitutes the entire understanding of the parties hereto with respect to the subject matter hereof and shall supersede all proposals or prior Agreements, oral or written, and any other communication between the parties relating to the subject matter of this Agreement.
 - e. **Governing Law.** The construction, interpretation, and performance of this Agreement and all associated or resultant transactions shall be governed in accordance with the laws of the State of Utah, without reference to its conflict of laws rules. The Parties agree that the courts of the State of Utah shall have exclusive jurisdiction over all claims relating to this Agreement and that venue is appropriate in the State of Utah.
 - f. **Remedies.** In the event of breach of this Agreement, University shall have all the remedies available at law or in equity, including but not limited to injunction or immediate termination of the Agreement and/or recovery of damages against Producer.

IN WITNESS WHEREOF, Parties have caused this Agreement to be executed as indicated below. Signed on the dates indicated, but effective as provided in the Agreement.

WEBER STATE UNIVERSITY

PRODUCER

BY: _____
Name _____
Title _____

Name _____
Title _____

Date: _____

Date: _____

EXHIBIT A
FILM PLAN AND SCOPE OF USE

EXHIBIT B
DESCRIPTION OF PRODUCTION