

# Video Production and Location Agreement

THIS VIDEO PRODUCTION AND LOCATION AGREEMENT (“**Agreement**”) is by and between the University of Indianapolis, an Indiana nonprofit corporation (“**Owner**”), who is the owner of and/or controls all rights with respect to the property that is the subject of this Agreement (hereafter the “**Property**”). Owner hereby grants permission to      , whose principal place of business is located at       , and to its employees, agents, contractors and suppliers (collectively, “**Producer**”) to enter upon and use the Property located at 1400 East Hanna Avenue, Indianapolis, Indiana 46227 on       (date), (subject to change on account of weather conditions or change in production schedule upon receipt of advance written approval from Owner) for the purpose of preparing, rehearsing, photographing, filming and recording of scenes and sounds for use in and in connection with the       program currently entitled “” (the “**Program**”) and for any additional uses as described below. The Property is more specifically described as       (e.g. name of building, designation of particular area on campus, room number, etc.). Producer may use the Property on a non-exclusive basis until all scenes requiring use of the Property have been completed. Producer will have the right to use the Property for additional filming as may be necessary and payment will be prorated from the charges (if any) listed below.

SCHEDULE: Commencing on or about       2019 at       a.m./p.m., Producer shall have access to the Property as is reasonably necessary, and such premises use by Producer may continue from day to day, Saturdays, Sunday, and holidays included, and from time to time, until the proposed scenes and work are completed. Producer estimates that it will require about       day(s) to complete its principal use of said Property. The anticipated end date and time is      , 20      at       a.m./p.m. If, because of illness of actors, director, essential artists or other personnel of Producer, weather conditions, defective film or equipment or any other occurrence beyond Producer’s reasonable control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the property by Producer, then Producer shall have the right to use the Property at a later date to be mutually agreed upon by the Parties in writing. This Agreement shall not require Producer to utilize the Property in production of the Program, nor to include the Property in any version of the Program which is shown or released to the public.

TERMINATION: Producer shall have the right to cancel this Agreement at any time prior to Producer’s use of the Property. As a courtesy to Owner, Producer shall endeavor to provide Owner with at least twenty-four (24) hours’ notice of such election to terminate, in which case neither Party shall have any obligation hereunder. Upon Producer’s cancellation of this Agreement, neither Producer nor Owner shall have any obligations whatsoever under this Agreement and Owner shall immediately refund to Producer any and all sums previously paid by Producer (if any) pursuant to this Agreement. If any provisions of this Agreement are held to be void or unenforceable, all other provisions of this Agreement shall continue in full force and effect and shall survive termination of this Agreement. Owner shall have the right to terminate this Agreement for convenience upon twenty-four (24) hours’ notice to Producer.

GRANT OF ACCESS: Producer shall have access to the grounds, buildings, fixtures, and other personal property, power outlets, utilities, and driveways specified herein with respect to the Property. Said permission shall include the right of Producer and Producer’s personnel or contractors to bring in camera(s) and lighting equipment, personal effects, props, catering, refreshments, audio visual tools as needed and to recover same from premises upon completion of work.

MODIFICATION OF PROPERTY: Producer shall obtain prior written authorization from Owner before any making any modifications or alterations to the Property. Signs on the Property may be removed or changed, but under no circumstances may they be removed or changed without prior written agreement signed by Owner. If any signs on the Property are removed or changed, Producer shall replace them promptly at Producer’s sole expense. Producer shall be fully liable for any loss or damage to the Property resulting from Producer’s exercise of rights under this Agreement. Producer shall return the Property to Owner in the same condition it was in before access was granted. However, Producer shall not be responsible for any ordinary wear and tear associated with the exercise of rights under this Agreement nor for any damage that occurs before Producer begins to use the Property.

ENVIRONMENTAL HAZARDS: Producer shall not engage in any conduct, and shall not utilize or possess any substances, which could pose any risk of environmental hazard or contamination, or cause any actual environmental hazard or contamination, to the Property or to any persons on, about, or around the Property.

OWNER’S MARKS: Producer shall not, without prior written permission from Owner, include any signs on the Property or any tradenames, trademarks, copyrights and logos of Owner or visible on the Property (collectively, the “**Owner’s Marks**”) in the photographs, film and recordings created by Producer.

Music Licensing: Producer shall be responsible for obtaining all necessary licenses and all associated costs for any music to be used in the Program. Owner shall have no rights, responsibilities, liabilities or obligations whatsoever in connection with Producer’s use of any music and associated licensing.

Clearance/Releases from Other Rights Holders: Producer shall be responsible for obtaining all necessary clearance releases, permissions and/or waivers from any other rights holders, including licensors of copyrights, trademarks, or other intellectual property that may be used, featured or appear in the Program.

CONDUCT OF PRODUCER: Producer, in its conduct while on the Property and in the content of its final product and/or Program shall abide by all handbooks, policies, rules and regulations of the University of Indianapolis as set forth at [www.uindy.edu/policies](http://www.uindy.edu/policies). This includes, but shall not be limited to Owner’s prohibition against smoking, weapons, illegal and substances. Producer shall at all times comply with the nondiscrimination policy of Owner. The Owner is committed to hosting guests on the Property who do not engage in conduct in violation of Owner’s nondiscrimination policy. If Producer is aware that Owner’s nondiscrimination policy or any of its policies may be violated in the course of Producer’s work, Producer shall notify Owner immediately. Violation of any University policy, rule, or regulation shall constitute a material breach of this Agreement.

PARKING: If Producer is in need of parking spaces, please contact the University of Indianapolis Campus Police at (317) 788-3386 or visit their offices located at 3920 S. Shelby Street (on the west side of campus). Any vehicles parked in unauthorized areas without proper parking permitting are subject to ticketing and towing.

SECURITY AND/OR CROWD/TRAFFIC CONTROL: If there will be a need to hire off-duty police officers to direct traffic or for security purposes, please contact David Shelby, Chief of Police/Director of Campus Safety at (317) 788-3386 or selbyd@uindy.edu

NOISE AND SOUND; COMPLIANCE WITH LAWS AND REGULATIONS: Producer shall at all times be aware of and comply with the applicable noise and other ordinances of the City of Indianapolis and Marion County, Indiana. At all times while on the Property, Producer shall comply with all federal, state, and local laws, rules, and regulations. Breach of this section shall constitute a material breach of this Agreement.

DISRUPTION: Producer acknowledges and agrees that at all such times that Producer is on the Property, University has all rights to carry out its normal operations on or about the Property. Under no circumstances may Producer’s use of the premises interfere with the normal operation of the Owner and Producer and its activities shall not unreasonably disrupt the academic and business activities of the Owner or the quiet enjoyment of private property owners abutting or adjacent the Property. Where Owner deems the conduct or activities of Producer to be a disruption and if Producer does not or cannot immediately eliminate the disruption, Owner may, in its sole discretion, require that Producer immediately vacate the Property and suspend and or terminate all activities on or about the Property, including filming.

ESCORT: Unless waived by Owner, Producer shall at all times it is carrying out its activities on the Property be accompanied by an escort assigned by the Owner. Producer agrees to cooperate with the Owner for all arrangements pertaining to use of the Property including parking, public safety, security, power/utility requirements, cleanup/trash removal, and other logistics, but Owner does not assume any responsibility for performing or providing the same absent express written agreement of the Parties. Owner reserves the right to review plans for the execution of Producer’s work and any related scripts or story boards. The Owner may require a walkthrough prior to any filming, videotaping, photographing or recording.

CREDIT: Upon request by Owner, Producer shall include a credit for use of the Property as follows: **Special thanks to the University of Indianapolis, Indianapolis, Indiana**.

DISCLAIMER OF ENDORSEMENT: Owner expressly reserves the right to require Producer to insert in its Program closing credits the following notice, and Producer agrees that it shall include the following notice upon request of Owner: “*Reference herein to any specific political affiliation, commercial products, process, or service by trade name, trademark, manufacturer, or otherwise, does not necessarily constitute or imply its endorsement, recommendation, or favoring by the University of Indianapolis. The views and opinions of the characters or actors expressed herein do not necessarily state or reflect those of the University of Indianapolis, and shall not be used for advertising or product endorsement purposes.”*

PROGRAM CONTENT AND COMPLIANCE: Producer covenants, warrants, and represents the following: (1) Producer shall not utilize the Property for any purpose in connection with a political campaign or political activities whatsoever, including but not limited to creation of a Program which constitutes political advertising or programming; (2) The Program shall not and does not include any political campaign or advertising material and has not been recorded on the Property for such purposes; (3) Producer will not and shall not, pursuant to this Agreement, use the Property in any connection with obscenity or pornography; (4) The Program shall not and does not include, incorporate, or film any obscene content or pornography; and (5) Producer and the Program shall fully comply with the Federal Pornography Prevention Act of 1996 (“CPPA”), The Protection of Children from Sexual Predators Act of 1998, Title 35, Article 49 Obscenity and Pornography of the 2010 Indiana Code, and all other laws, rules, and regulations concerning pornography and the protection of minors. Any violation of this paragraph shall constitute a material breach of this Agreement.

NO ANIMALS HARMED: No animals shall be used by Producer pursuant to this Agreement without the express written consent in advance by Owner, and Owner shall have no obligation to provide such consent. Owner reserves the right to impose any additional requirements with respect to animals, including but not limited to verification of health records and vaccinations, additional insurance, and engagement of a third party consultant for ethical care and treatment of animals compliance. Any such requirements shall be borne solely by Producer. To the extent Producer will use any animals in the production of the Program, a statement shall be made in the closing credits as follows: **No animals where harmed or endangered in any way in the making of this Program.**

NO COMPENSATION: Owner acknowledges and agrees that Owner will/will not (select one) be paid compensation for Producer’s use of the Property under this Agreement nor for Producer’s exercise of the rights granted by Owner under this Agreement. In the event Producer will pay compensation to Owner, the parties have agreed that compensation payable to the Owner in the amount of $      is reasonable in light of the activities undertaken by Producer subject to this Agreement. Owner further acknowledges and agrees that consideration Owner will receive for Producer’s use of the Property and/or Producer’s exercise of its rights under this contract is the opportunity for publicity that the Property and/or Owner will receive if Producer decides to include photographs, film, or recordings made on the Property in any of its productions. To the extent that Producer includes photographs, film, or recordings made on the Property in any of its productions and such items contain images and/or comments from faculty members employed by Owner, Producer shall include appropriate attribution of said faculty member(s) by including the name of the faculty member, title, and the name of the Owner as the institution at which the faculty member is employed. Producer shall also, prior to filming or broadcasting or exhibiting film content bearing images of Owner’s faculty members or other employees, obtain a signed, written release from each individual affected. **Producer shall not photograph, film, or otherwise record any images of Owner’s students whatsoever**. Any breach of this “Compensation” paragraph shall constitute a material breach of this Agreement.

INDEMNIFICATION: Producer agrees to use reasonable care to prevent damage to the Property and will indemnify, defend and hold Owner harmless from any and all claims, demands, injuries, or damages, including but not limited to personal injuries and property damage, which in any way arising out of or are connected with Producer’s use of the Property, or use by Producer’s respective injuries or property damage resulting from the gross negligence or willful misconduct of Producer or Owner and their respective officers, employees, subcontractors, agents or representatives while Producer is engaged in the aforementioned use of the Property. Additionally, Producer hereby releases any and all claims against Owner arising from injury to Producer’s personnel or equipment on the Property.

INSURANCE: Producer shall at all times during use of the Property maintain insurance in no less than the amounts shown below, with amounts subject to change in Owner’s sole discretion:

1. Commercial General Liability (Occurrence Basis)

Bodily Injury, personal injury, property damage,

Contractual liability, product/completed operations

Each Occurrence Limit $2,000,000.00

Damage to Rented Premises $100,000.00 (each occurrence)

Medical Expense Limit $5,000.00

Personal and Advertising Injury Limit $500,000.00

General Aggregate Limit $3,000,000.00

(Other than Products

Completed Operations)

1. Products/Completed Operations $1,000,000.00
2. Auto Liability $1,000,000.00

(combined single limit)

(owned, hired & non-owned)

Bodily injury & property damage $1,000,000.00 (each accident)

1. Excess/Umbrella Liability $2,000,000.00

(each occurrence and aggregate)

1. Worker’s Compensation & Disability Statutory
2. Employer’s Liability

Bodily Injury Accident $500,000.00 (each accident)

Bodily Injury by Disease $500,000.00 (each employee)

Bodily Injury by Disease $500,000.00 policy limit

All insurance procured must be from an insurance company possessing a minimum A.M. Best’s Insurance Guide rating of A VII. All insurance shall be purchased from and maintained with insurance company(ies) lawfully authorized to do business in the State of Indiana.

Certificates of Insurance, naming the University of Indianapolis as an “additional insured,” showing such coverage obtained by Producer then in force (but not less than the amount shown above) shall be filed with Owner prior to commencement of any use of the Property. These certificates shall contain a provision that the policies and the coverage afforded will not be canceled until at least thirty (30) days after written notice has been given to Owner.

If Owner claims that Producer is responsible for any such damage or injury, or both, Owner must notify Producer in writing within five (5) business days of the date that Producer vacates the Property, which writing shall include a detailed listing of all property damage and injuries for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer’s investigators to inspect the property claimed to be damaged.

CONFIDENTIALITY: Producer acknowledges the primary business activity taking place on the Property is higher education in a university campus setting. Producer acknowledges that any information it may have occasion to receive or obtain that relates to any student, including, but not limited to academic information, professional information, training and/or certifications, hereinafter (“**Student Information**”) is protected by the Family Educational Rights and Privacy Act of 1974 (“**FERPA**”). Producer agrees that it (1) will protect the confidentiality of any Student Information it may have occasion to receive or obtain; (2) will not use Student Information for any purpose other than to carry out the purposes of this Location Agreement; and (3) will not disclose Student Information except to individuals within its organization who have a legitimate need to know Student Information to carry out the purposes of this Location Agreement.

ASSIGNMENT: Owner agrees that Producer may not license, assign and otherwise transfer this contract and all rights granted by Owner to Producer under this Agreement to any person or entity without prior written authorization from Owner.

DISPUTE RESOLUTION: Any dispute arising out of or in connection with this Agreement (each “Dispute”) shall be referred by either Party first to the representatives of each of the Parties for resolution. If the Dispute cannot be resolved by the representatives of the Parties within ten (10) business days after the Dispute has arisen, either Party may give notice to the other Party in writing (“Notice”) that a Dispute has arisen. Within ten (10) business days after the date of the Notice, the Dispute shall be referred to a senior executive of each of Producer and Owner for resolution. If the Dispute is not resolved by agreement in writing between the Parties within ten (10) business days after the date of the Notice, then each Party shall be entitled to pursue such remedies as may be available to it under this Agreement or otherwise at law or in equity. This Section is without prejudice to either Party’s right to seek interim relief against the other Party (such as injunction) through local courts, as defined herein, to protect its rights and interests, or to enforce the obligations of the other Party. Owner may, in its sole discretion, require that Producer immediately vacate the Property suspend and or terminate all activities on or about the Property, including filming, until such time as any dispute is resolved.

GOVERNING LAW AND JURISDICTION: All proceedings relating to or arising out of this Agreement are subject to the exclusive jurisdiction of the State and Federal courts serving Marion County, Indiana. Both Parties expressly consent to the personal jurisdiction of the state and federal courts serving Marion County, Indiana, and each Party waives any right to object to the exercise of personal jurisdiction by these courts. Both Parties also agree that all proceedings will be venued exclusively in the circuit or superior court of Marion County in the State of Indiana or the United States District Court for the Southern District of Indiana, Indianapolis Division.

In Witness Whereof, the authorized representatives of the Parties have executed this Agreement as of the Effective Date first set forth above.

**[Insert Producers Name]**

Signature

Printed Name

Title

**University of Indianapolis**

Signature

Andrea B. Newsom\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice President and General Counsel\_\_\_\_\_\_

**University of Indianapolis**

Signature

Jason D. Dudich\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Vice President, CFO and Treasurer\_\_\_\_\_\_