

# SAMPLE

To be completed for the Client by Media Relations & Communications

## LOCATION AGREEMENT

This agreement (“**Agreement**”) is made and entered into this \_\_\_ day of \_\_\_\_\_ by and between the University of Washington, an agency of the State of Washington (“**University**”) with offices at \_\_\_\_\_, and \_\_\_\_\_, an organization based in \_\_\_\_\_ and established under the laws of the State of \_\_\_\_\_ with offices at \_\_\_\_\_ (“**Producer**”).

WHEREAS Producer is undertaking to produce \_\_\_\_\_ on the subject of \_\_\_\_\_, titled “\_\_\_\_\_” (the “**Production**”);

WHEREAS the University controls the location on which Producer wishes to film, videotape, and/or make still images of (collectively, “**to Film**”) portions of the Production, as more particularly described on Schedule A (the “**Location**”);

WHEREAS Producer seeks to Film portions of the Production at the Location, and wishes to obtain certain permissions as are set forth in this Agreement and subject to the terms hereof; and

WHEREAS the University is willing to make the Location available to the Producer subject to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

### ARTICLE 1 GRANT OF RIGHTS

**1.1. Grant.** The University hereby grants to Producer the following non-exclusive rights: (a) to enter the Location solely to Film the Production at the times set forth herein; (b) to enter upon and use the Location, and to bring onto the Location personnel and equipment, as the Producer reasonably deems necessary to Film the Production; and (c) to erect, decorate, and maintain temporary sets in connection with the Production.

**1.2. 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.

**1.3. University as Generic Location.** In all Filming, the University must remain a generic location, in other words, unidentified and not recognizable as the University of Washington. In the Production, Producer (a) may not use any icons, images, or buildings recognizable as being at the UW, and (b) may not use any of University’s names, trademarks, service marks, trade names, or trade dress (“**Marks**”).

### ARTICLE 2 USE OF LOCATION

**2.1. Availability.** The schedule of days, and hours during the day, that Producer may use the Location are appended hereto as Schedule A. Producer understands and agrees that the Location will not

be available to Producer outside the dates and times contained in Schedule A. Unless the University and Producer first execute a written amendment to Schedule A, the Producer may not make any changes to Schedule A. The University reserves the right to use the Location during Producer's Filming periods, provided such use does not materially interfere with Producer's reasonable requirements for quiet during Filming. Producer shall use its best efforts to conduct its operations in a manner minimizing disruption of the Location and its use by those entitled to use the Location.

**2.2. Restrictions.** The University may impose reasonable 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.

**2.3. Alterations or Damages to Location.** Producer shall make no permanent alteration to any real or personal property on the Location. 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.

**2.4. 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 permitted in Schedule B may be removed by the University at Producer's expense.

**2.5. Facilities.** The University, in its sole discretion, may furnish Producer with access to water for drinking and washing purposes. Producer is not entitled to use the University's telephone lines, computer, and internet connections. The University has no obligation to furnish utilities to the Location for the use of Producer and has no obligation to provide heating and cooling to Producer. It is understood that Producer will furnish electricity, water, telephone, rest room, and dressing facilities for the use of persons engaged in Filming. Producer shall remove all trash, waste, and debris from Location daily. Producer may not bring onto the Location equipment that the University, in its sole reasonable opinion, deems hazardous or as presenting a nuisance to the Location.

**2.6. Parking.** Parking availability, location, costs, dates, and time periods for that parking, is set forth on Schedule C. Parking provided pursuant to this Agreement shall be solely a license to park and not a bailment, and the University shall not be responsible for any loss, damage, or casualty to vehicles parked or the contents thereof.

### **ARTICLE 3 FINANCIAL TERMS**

**3.1. Payment.** In consideration for the rights granted under this Agreement, Producer agrees to pay the University all amounts due according to Schedules A and C. Producer further agrees that all payments may be processed electronically by Student Fiscal Services (SFS) at the University using the information on Producer's check to create an electronic funds transfer. Each time Producer sends a check as payment, Producer authorizes a one-time electronic transfer where funds will be withdrawn from

Producer's bank account. Producer acknowledges and agrees that it will not receive the cancelled check because SFS is required to destroy the check after processing. For more information or to stop the conversion of Producer's check into an electronic funds transfer, Producer may contact SFS by phone at (206) 543-4694 or by email at sfs-help@u.washington.edu .

**3.2. Reimbursements for University's Costs.** Producer shall pay the University for the University's reasonable costs: (a) in preparing or vacating production sites on the Location; (b) of redecoration at Producer's request; (c) of restoring the Location to its original condition; (d) of repair to roads and grounds on the Location altered, changed, or damaged as a result of Producer's actions; (e) of engaging counsel in connection with the negotiation and preparation of this Agreement and any other matters in connection with the University's participation in the Production; (f) of any increase in the University's insurance premiums; (g) of any deductible payments required under any University insurance policy due to Producer's conduct or activities; and (h) any other costs directly related to the Production. The University shall submit invoices for all such costs to Producer's Designated Representative, and such invoices shall be due and payable 30 days from such submission.

**3.3. Costs for Employment of University Personnel.** If the University requires University personnel from any department to perform work on behalf of Producer, then, prior to commencing such work, the University's Representative shall use reasonable efforts to discuss the University's requirements with Producer's Representative. Producer shall pay the University's estimated costs for such personnel at a rate and in a manner established by the University's Designated Representative in advance of the work performed. The parties shall amend Schedule A to reference such costs, but Producer's obligation to pay the University's costs is not contingent on the completion of such an amendment. The University will credit Producer for any overpayment, or bill Producer for any additional costs based on work actually performed. Additional amounts due will be payable on the terms set forth in paragraph 10. This requirement also applies to off-duty University of Washington police officers who are requested by Producer to be on site, or who at the sole discretion of the University, are required to help with security, safety, traffic, or crowd control.

#### **ARTICLE 4 INDEMNIFICATION AND INSURANCE**

**4.1. Indemnification.** Producer agrees to defend, indemnify, and hold the Board of Regents of the University of Washington, and its officers, employees, students, agents, and invitees harmless from and against any and all losses, claims, or damages of any nature whatsoever brought by or on behalf of any person, firm, or corporation, arising from any injury or damage to any persons or property, and occasioned in whole or in part: (a) by any act or omission on the part of Producer, its employees, agents, and contractors; or (b) by any negligent matter or thing or occurrences arising out of the use of the Location by Producer; or (c) by any matter, thing, statement, or inference contained in the contents of the Production (including without limitation claims as to invasion of privacy, unauthorized use of likeness, and similar and related claims); or (d) due to the production, distribution, or exploitation of the Production; or (e) due to non-performance or non-compliance with or breach or failure to observe any term, covenant, or condition of this Agreement upon Producer's part to be kept, observed, performed, or complied with. Producer waives its immunity under the industrial insurance provisions of Title 51 RCW (or other applicable states' statutes), as respects the Board of Regents of the University of Washington only, which waiver has been mutually negotiated by the parties.

**4.2. Insurance Requirements.** Producer shall obtain at its sole expense and maintain in full force and effect for as long as Producer shall use or occupy the Location or any portion thereof:

- a) Commercial General Liability (CGL) insurance, and if necessary, commercial umbrella insurance, with a limit of no less than **one million dollars/five million dollars** for each

occurrence. If such CGL coverage contains a general aggregate limit, it shall apply separately to this Location. CGL insurance shall be written on ISO occurrence form CG 00 01 10 93 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Board of Regents of the University of Washington shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute form providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary and non-contributory insurance with respect to any other insurance or self-insurance program maintained by the University; and

b) Worker's Compensation insurance that complies with applicable statutes.

**4.3. Proof of Insurance.** Producer shall furnish the University with certificate(s) of insurance evidencing the above coverages at least 3 days prior to the commencement of Producer's use of the Location (as described in Schedule B). The certificate(s) shall state that coverage will not be canceled or modified without 45 days prior written notice to the University. Producer shall be responsible for payment of any deductibles, co-payments, or excess losses.

## **ARTICLE 5 WARRANTIES AND REPRESENTATIONS**

**5.1. No University Warranties or Representations.** 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.

**5.2. No Other University Obligations.** Except for such obligations as the University expressly assumes under this Agreement, the University is under no other obligations to Producer, including, without limitation: (i) to provide Producer with any services other than those herein described; (ii) to endorse the Production or in any way have its name or likeness used as an endorsement of any product or service; or (iii) to indemnify Producer for any claims or losses arising out of Producer's use of the Location or any property thereon.

**5.2. Producer's Representation.** Producer represents that it has inspected the Location and its fitness and suitability for Producer's intended purposes.

## **ARTICLE 6 RIGHTS IN THE PRODUCTION**

**6.1. Producer's Rights.** All rights of every kind, including copyright, in and to the Production and all film, still images, videotapes, and/or sound recordings made by Producer on the Location in connection with the Production, shall be and remain vested in Producer, its successors, assigns and licensees, and neither the University nor any other party now or hereafter having an interest in the Location shall have any right in the Production or any element thereof.

## **ARTICLE 7 DESIGNATED REPRESENTATIVES**

**7.1. University's Representatives.** Harry Hayward, Director of Strategic Communications, and Norman G. Arkans, Executive Director of Media Relations & Communications, are the sole persons

authorized to give any approval, make any decision, or exercise any authority to act, granted to the University pursuant to this Agreement.

**7.2. Producer's Representative.** \_\_\_\_\_ is the designated representative of Producer and has the authority to bind Producer with respect to any amendments, modifications, or alterations of this Agreement.

## ARTICLE 8 GENERAL PROVISIONS

**8.1. Governmental Requirements.** In the performance of any acts required of or permitted under this Agreement, Producer shall obey and comply with all lawful requirements, rules and regulations, including but not limited to those of the University, and ordinances of all legally constituted authorities, existing at any time during the continuance of such performance and any way affecting the Location or the use of the Location by Producer.

**8.2. Breach.** Should Producer breach any term or condition of this Agreement, and the University's Designated Representative gives notice to Producer's Designated Representative of such breach, and Producer fails immediately to cure such breach, the University may require Producer to cease all activity pursuant to this Agreement until such breach is cured. Upon the second occurrence of such breach, the University may terminate this Agreement.

**8.3. No Unauthorized Use of Marks.** In order to preserve the value of each Party's Marks, neither Party shall make any use of any of the other Party's Marks for any reason (e.g., in advertising, press releases, or other publicity) except solely as may be expressly authorized in writing by the other Party.

**8.4. Entire Agreement; Headings; Rights Cumulative; Waiver.** This Agreement, together with its Schedules A through C, which are attached hereto and incorporated herein by this reference, contains the entire understanding between the parties and may not be amended, except in a writing signed by all parties hereto. Headings are for convenience only and shall not affect the interpretation of this Agreement. All rights, remedies, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation, or agreement of any party hereto. A waiver by any party of any of the terms and conditions of this Agreement in any one instance shall not be deemed to be a waiver of such terms or conditions for the future or of any subsequent breach thereof.

**8.5. Choice of Law.** This Agreement shall be governed by the laws of the State of Washington, applicable to contracts that are entered into and fully performed therein, without reference to its conflict of laws principles. All disputes arising out of this Agreement are subject to the exclusive jurisdiction of the state courts located in King County, Washington, and the parties hereby submit to the personal jurisdiction and venue of such courts.

**8.6. Authority.** The parties executing this Agreement represent that they have the full authority necessary to grant the rights and privileges contained herein.

**8.7. Counterparts.** This Agreement may be executed in separate counterparts, each of which so executed and delivered shall constitute an original, but all such counterparts shall together constitute one and the same instrument.

The parties indicate their agreement and acceptance of the terms contained herein by signing as indicated below.

UNIVERSITY OF WASHINGTON:

PRODUCER:

By: \_\_\_\_\_  
Norman G. Arkans, Executive Director of  
Media Relations & Communications

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Schedule A: Description of Locations, dates, hours and terms of use.

Schedule B: Certificate of Liability Insurance

Schedule C: Parking

**SCHEDULE A**  
**Days, Hours, and terms of use**

This is the schedule of days and hours (and rates) for filming:

Location:

Dates:

Hours of the day use allowed:

Location Fee:

Check to be made payable to the University of Washington and sent to the attention of Harry Hayward, Media Relations & Communications, University of Washington, 400 Gerberding Hall, Box 351210, Seattle, WA 98195.

Rental Fee:

Extra Costs:

In addition to the above, all operations costs (setup, cleanup, personnel, equipment, supplies) as outlined herein. Any operations costs in addition to those set forth herein must be approved by Producer and by the University in writing prior to the incurrence of those costs.

**SCHEDULE B**

**Certificate of Liability Insurance**

Certificate of Liability Insurance, in the amount of **[\$1,000,000/\$5,000,000]**, as described in Section 4.2(a), is to be made out to the Board of Regents, University of Washington, Attn: Harry Hayward, and faxed to 206-543-5651 or delivered to Harry Hayward, University of Washington, 400 Gerberding Hall, Box 351210, Seattle, WA 98195.

**SCHEDULE C**

**Parking Availability, Location,**

Parking is \$11 per passenger vehicle, payable in cash at one of the gatehouses.