LOCATION AGREEMENT

This agreement is made and entered into this ___ day of ____, by and between the University of Washington, an agency of the State of Washington, hereinafter referred to as “the University,” and “______” an organization based in _____ and established under the laws of the State of _____. hereinafter referred to as “Producer”.

WHEREAS, Producer is undertaking to produce __________ on the subject of __________, titled “______________________” hereinafter called the “Production”; and

WHEREAS, the University controls the location on which the Producer wishes to film, videotape or make still images of portions of the Production, as more particularly described on Schedule A and made a part hereof, hereinafter called the “Location”; and

WHEREAS, Producer seeks to film, videotape or make still images of 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 wishes to cooperate with Producer in the Production;

NOW, THEREFORE, the parties agree as follows:

1. **GRANT OF RIGHTS**: The University hereby grants to Producer the non-exclusive right to enter upon the Location solely to film, videotape or make still images of the Production at the times set forth herein and subject to all of the terms and conditions herein contained. Producer will have the right to enter upon and use the Location and to bring on to the Location personnel and equipment as reasonably deemed necessary by Producer to film, videotape or make still images of the Production subject to the terms and conditions hereof. Producer may not film, nor film on, any other property owned or controlled by the University. Producer is further granted the non-exclusive right to erect, decorate and maintain temporary sets in connection with the Production subject to the terms and conditions hereof.

Producer represents that it has inspected the Location and its fitness and suitability for Producer’s intended purposes. The University makes no representation or warranty, implied or express, with respect to the fitness or suitability of the Location for the purposes contemplated by this Agreement.

2. **USE OF LOCATION**: The schedule of days, and hours during the day, that Producer may use the Location are appended hereto as Schedule B and made a part hereof. Producer understands that the Location shall not be available to Producer outside the dates and times contained in Schedule B. The Producer may not make any changes to Schedule B unless the University and the Producer first execute a written amendment to Schedule B. The University reserves the right to use the Location during such filming, videotaping or still image making periods provided such use does not materially interfere with Producer’s reasonable requirements for quiet during filming or videotaping. 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.
3. **RESTRICTIONS ON PRODUCER**: 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.

4. **UNIVERSITY’S DESIGNATED REPRESENTATIVE**: Harry Hayward, Director of Digital Media and Nicole Morry Dierks, Director of Marketing Strategy in UW Marketing, 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.

5. **PRODUCER’S DESIGNATED 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.

6. **ALTERATIONS OR DAMAGE TO PREMISES**: 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, videotaping or still image making on the Location, Producer shall, at its sole expense, promptly restore that portion of the Location to its condition prior to the filming, videotaping or still image making, 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 such damaged property or portion of the Location to at least its previous condition to the University’s reasonable satisfaction.

7. **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 hereof shall be removed by the University at Producer’s expense.
8. **FACILITIES FURNISHED:** The University, to the extent it determines in its sole discretion that it is able without violating safety regulations, shall furnish Producer with access to water for drinking and washing purposes. Producer shall not be entitled to use the University’s telephone lines, computer, and internet connections. Except as provided in this clause, the University shall have no obligation to furnish utilities to the Location for the use of Producer and shall have 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 the filming of the Production, except as otherwise provided in this clause. 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, may deem hazardous or present a nuisance to the Location.

9. **EMPLOYMENT OF UNIVERSITY PERSONNEL:** If the University requires University personnel from any department to perform work on behalf of Producer, the University’s Designated Representative shall use reasonable efforts to discuss the University’s requirements with , Producer’s Location Manager, prior to commencing such work. 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, and the parties shall amend Schedule B to reference such costs. 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 11. 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.

10. **PARKING:** Parking availability, location, costs, dates, and time periods for that parking, is set forth on Schedule C, and made a part hereof. 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.

11. **REIMBURSEMENTS:** Producer shall pay the University for the University’s reasonable costs (i) in preparing or vacating production sites on the Location; (ii) of redecoration at Producer’s request; (iii) of restoring the Location to its original condition; (iv) of repair to roads and grounds on the Location altered, changed, or damaged as a result of Producer’s actions; (v) 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; (vi) of any increase in the University’s insurance premiums; (vii) of any deductible payments required under any University insurance policy due to Producer’s conduct or activities; and (viii) 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.
12. **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 by or on behalf of any person, firm, or corporation arising by reason of any injury or damage to any persons or property occurring on the Location occasioned in whole or in part by any act or omission on the part of Producer, its employees, agents, and contractors, or by reason of any negligent matter or thing or occurrences arising out of the use of the Location by Producer, or by reason of 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 due to the production, distribution, or exploitation of the Production, or 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.

13. **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/5 million dollars] 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.

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

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. 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.

14. **GOVERNMENTAL LIMITATIONS:** 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.
15. **RIGHTS:** All rights of every kind in and to all film, still images or videotapes and sound recordings made hereunder shall be and remain vested in Producer, its successor, 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.

16. **NO WARRANTIES:** The University makes no warranties or representations concerning the physical condition of the Location. The University shall be under no obligation to (i) provide Producer with any services other than those herein described; (ii) endorse the Production or in any way have its name or likeness used as an endorsement of any product or service; or (iii) indemnify Producer for any claims or losses arising out of Producer’s use of the Location or any property thereon.

17. **PAYMENT:** In consideration of use of the location and any other materials, properties, facilities, and services furnished by the University, Producer agrees to pay to the University the following in advance of exercising any rights under this agreement, including without limitation the Location Fee and the Location Rental, and:

   All amounts due under this agreement and attached schedules, especially Schedules B, and C.

   Your payment will be processed by Student Fiscal Services (SFS) at the University of Washington. SFS processes checks electronically using the information on the check to create an electronic funds transfer. Each time you send a check, you authorize a one-time electronic transfer where funds will be withdrawn from your bank account. You will not receive your cancelled check because SFS is required to destroy the check after it has been processed. For more information or to stop the conversion of your check into an electronic funds transfer, please contact SFS by phone at (206) 543-4694 or by email at sfshelp@u.washington.edu.

18. **ENTIRE AGREEMENT:** This Agreement contains the entire understanding between the parties and may not be amended, except in a writing signed by all parties hereto.

19. **GRANT OF RIGHTS:** The parties executing this Agreement represent that they have the full authority necessary to grant the rights and privileges contained herein.

20. **WAIVER:** 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.

21. **RIGHTS, REMEDIES, OBLIGATIONS CUMULATIVE:** 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.

22. **DEFAULT:** 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.
23. **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. The parties designate King County, Washington, as the exclusive jurisdiction for the resolution of any disputes that might arise hereunder and agree to accept service and be subject to the jurisdiction of the courts therein.

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

UNIVERSITY OF WASHINGTON: PRODUCER:

By: ___________________________ By: ___________________________

Harry Hayward, Director of Digital Media
UW Marketing

Date: ___________________________ Date: ___________________________

Schedule A: Description of Locations on Which Filming/Videotaping Will Occur
Schedule B: Days and Hours of Use/Fees
Schedule C: Parking
SCHEDULE A

Description of Location on which Filming, Still image making and/or Videotaping Will Occur

The University of Washington must remain unidentified in all filming, as a ‘generic location,” and not recognizable as the University of Washington, including the words “University of Washington,” “UW,” and any icons or buildings recognizable as being at the UW.

Certificate of Liability Insurance, in the amount of $1,000,000/$5,000,000, as described in Paragraph 13, is to be made out to the Board of Regents, University of Washington, Attn: Harry Hayward, and faxed to 206-685-1201 or delivered to Harry Hayward, University of Washington, 209 Gerberding Hall, Box 351242, Seattle, WA 98195.

SCHEDULE B

Days, Hours, and Rates 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, 209 Gerberding Hall, Box 351242, 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 C

Parking Availability, Location,

Parking is $15 per passenger vehicle, payable in cash at one of the gatehouses.