

Photography/Filming Location Agreement

This Photography/Filming Location Agreement (the "Agreement") is entered into between Utah Valley University, a body politic and corporate of the state of Utah, as the filmmaker or production company shooting the film, stills, audio and video ("Filmmaker"), and _____, as owner of premises or other person authorized to consent to use of the premises ("Grantor"), is entered into this _____ day of _____, 20____.

The parties agree as follows:

1. BASIC TERMS

Grantor Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail Address: _____

Location of Property: _____

_____ (the "Property").

Contemplated Starting Date: _____

Contemplated Ending Date: _____

Fee for Use (if applicable): _____

2. SCHEDULE: Commencing on or about _____ 20____ at ____ a.m./p.m., Filmmaker shall have access to the Property as is reasonably necessary, and such premises use may continue from day to day, Saturdays, Sunday, and holidays included, and from time to time, until the proposed scenes and work are completed. It is estimated that it will require about _____ day(s) to complete its principle use of said premises. The anticipated end date is _____, 20_____. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Filmmaker's control, Filmmaker is unable to start work on the date designated above and/or work in progress is interrupted during use of the property by Filmmaker, then Filmmaker shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth above, and any such use shall be included in the compensation paid pursuant to Paragraph 4. This Agreement shall not require Filmmaker to utilize the Property in production of the Film nor to include Property in any version of Film which is shown or released to the public. Filmmaker may at any time elect not to use the Property by giving Grantor 24 hours notice of such election, in which case neither party shall have any obligation hereunder.

3. GRANT OF ACCESS: Filmmaker shall have access to the grounds, buildings, fixtures, and other personal property, power outlets, utilities, and driveways. Said permission shall include the right of Filmmaker and Filmmaker'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.
4. MODIFICATION OF PROPERTY: Filmmaker agrees to seek permission from Grantor before any making modifications or alterations to the Property. Filmmaker shall return the Property to Grantor in the same condition it was in before access was granted. However, Filmmaker 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 Filmmaker begins to use the Property.
5. PAYMENT: Grantor and Filmmaker hereby agree that the Filmmaker shall pay \$_____. All charges are payable on completion of all work completed, unless specifically agreed to the contrary. No other payment of any kind will be due and payable by Filmmaker to Grantor for use of the Property or distribution of the film.
6. CREDIT: Provided that a substantial portion of footage is incorporated in the Film, credit for use of Property shall read: _____. No inadvertent failure by Filmmaker to comply with the credit line set forth above nor any failure by third parties to so comply, shall constitute a breach of this agreement.
7. RIGHTS TO RECORDING: Grantor, being the legal owner of, or having the right to permit the taking and use of photographs, or filming, of certain property designated as the Property, does irrevocably grant to Filmmaker, its legal representatives, agents, and assigns the full perpetual rights to take and use such photographs, or film, in advertising, trade, or for any purpose. Grantor also consents to the use of any printed matter in conjunction therewith. Grantor hereby waives any right that it may have to inspect or approve the finished product or products, or the advertising copy or other published matter that may be used in connection therewith, or the use to which it may be applied. Grantor hereby releases, discharges, and agrees to save harmless and defend Filmmaker, its legal representatives, and assigns, and all persons acting under its permission or authority, or those for whom it is acting, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise, that may occur or be produced in the taking of said picture, or film, or in any subsequent processing thereof, as well as any publication thereof, even though it may Grantor, its heirs, representatives, successors, and assigns, to ridicule, scandal, reproach, scorn, and indignity. Grantor hereby warrants that it is a legally competent adult and has every right to contract in its own name in the above regard. Grantor states further that it has read the above authorization, release, and agreement, prior to its execution, and that it is fully familiar with the contents thereof. If Grantor is signing as an agent or employee of a firm or corporation, the undersigned warrants that it is fully authorized to do so. This release shall be binding upon Grantor and its heirs, legal representatives, successors, and assigns.
8. PORTRAYAL: Grantor hereby acknowledges that, unless otherwise specified in this agreement, Filmmaker is not required or expected to depict the Property in any particular fashion in the Film.

9. GRANTOR'S RELEASE: Grantor hereby releases any and all present and future claims for libel, defamation, or invasion of privacy or publicity that Grantor may have against Filmmaker or Filmmakers successors, assignees, employees, and agents resulting from the Film or the exercise of any right associated with this agreement.
10. INDEMNIFICATION: Filmmaker hereby indemnifies Grantor against the claims of third parties for injuries arising from Filmmaker's exercise of rights under this Agreement. This section shall not apply in the case of breach by Grantor of this agreement or Grantor's willful misconduct or negligent acts or omissions. Grantor acknowledges that Filmmaker is a governmental entity under the Governmental Immunity Act of Utah, Utah Code Ann., Section 63G-7-101 et seq., as amended (the "Act"). Nothing in this Agreement shall be construed as a waiver by Filmmaker of any protections, rights, or defenses applicable to Filmmaker under the Act, including without limitation the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of Filmmaker to incur by contract any liability for the operations, acts, or omissions of Grantor or any third party and nothing in this Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in this Agreement, the liability of Filmmaker and any obligations of Filmmaker to indemnify, hold or save harmless, and/or defend contained in this Agreement are subject to the Act, are limited only to claims that arise directly and solely from the negligent acts or omissions of Filmmaker, and, inclusive of attorney's fees, are limited to the amounts established in Section 63G-7-604 of the Act.
11. INSURANCE: Filmmaker is insured through its participation in the Risk Management Fund of the State of Utah, see Utah Code 63A-4-101-104, 201. Nothing in this Agreement shall require Filmmaker to carry different or additional insurance, and any obligations of Filmmaker contained in this Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to Filmmaker's negligent acts or omissions. If Filmmaker is required to defend, indemnify or hold harmless Grantor, a defense shall be provided by the State of Utah Division of Risk Management through its contracted Assistant Attorneys General.
12. AUTHORITY: The undersigned Grantor has the power to execute this agreement and grant the rights and permissions listed below. Filmmaker and Grantor certify and warrant that they have, individually or collectively, secured any and all permits required by state or local governments and that no other person or entity is required to consent or give permission in order to effectuate the purposes of this agreement.
13. GOVERNING LAWS AND DISPUTE RESOLUTION: Any modifications or amendments to this agreement require the written consent of both Grantor and Filmmaker. The laws of the state of Utah shall govern this Agreement. In the event any dispute arising under this Agreement results in litigation, arbitration or mediation, such action or proceeding shall be brought within the state or federal courts of the state of Utah. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.
14. SEVERABILITY: If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement that can be given effect

without the invalid provisions or application, and to this end, the provisions of this agreement are declared severable.

15. ENTIRE AGREEMENT; AMENDMENT; WAIVER; MISCELLANEOUS. This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. Neither Party has relied upon any other promise, representation or warranty, other than those contained herein, in executing this Agreement. Any amendment of this Agreement shall be valid only if in writing and signed by both Parties hereto. Any waiver of any term or condition of this Agreement shall be valid only if in writing and signed by the waiving Party, and shall only apply to the limited circumstance for which it is provided. If any provision of this Agreement is found to be inconsistent with or contrary to any applicable law or regulation, that shall control and this Agreement shall be treated as modified accordingly, giving maximum permissible effect to the Parties' intentions expressed herein, and the remainder of this Agreement shall continue in full force and effect.

In witness whereof, the undersigned individuals hereby certify that they are duly authorized to execute this Agreement.

UTAH VALLEY UNIVERSITY

Signature: _____

Name: _____

Title: _____

Date: _____

GRANTOR

Signature: _____

Name: _____

Title: _____

Date: _____