**UNIVERSITY OF ARIZONA FILMING LOCATION AGREEMENT**

THIS AGREEMENT IS FOR CREATIVE OR DOCUMENTARY FILMING ON CAMPUS AND NOT FOR PRODUCT OR BRAND ADVERTISING SHOOTS FOR COMMERCIAL OR FOR-PROFIT ENTITIES

This agreement is made this day of , 20\_\_ by and between the Arizona Board of Regents on behalf of The University of Arizona (hereinafter referred to as “University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as “User”);

WHEREAS, User wishes to obtain the temporary use of the facilities described below located on The University of Arizona campus and University wishes to permit such use by User under the following terms and conditions;

NOW THEREFORE it is agreed as follows:

1. USE OF FACILITIES:

(A) The University hereby grants to User, and User’s employees, contractors, licensees, successors and assigns, non-exclusive permission to use the locations and buildings listed below (collectively the “Facilities”) at the dates and times specified for the purposes of recording, photographing, videotaping and/or filming in connection with an educational program commissioned by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tentatively entitled “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,” more specifically described on the attached Exhibit A (the “Film” or “Production”). All physical embodiments of filming, videotaping, recording and photographing in and outside the Facilities shall hereinafter be known as the “Materials”:

Campus Location(s)/Building(s):

Date(s) Time(s):

Number of Accompanying Vehicles:

Personnel/Agents:

(B) If the usage of the Facilities will be recurring during the period(s) listed above, User agrees to keep a log of the each use and provide the log to the University at the completion of the Production. User may bring customary equipment, and its personnel and agents listed above, into the Facilities in connection with the Production.

(C) User agrees to exercise due care in the use of the Facilities, and at the end of the Production to return the Facilities and University property in as good a condition as when received. User agrees to indemnify University against any damages occasioned to the Facilities and equipment and furnishings contained therein, by reason of the User’s use and occupancy thereof.

(D) User agrees to comply with all applicable State and University Fire Code requirements, including but not limited to the orderly evacuation of the Facilities, buildings and other occupied areas should a fire alarm sound.

(E) User agrees to comply with all applicable University and Arizona Board of Regents policies and local, state and federal laws, and to obtain any required permits for the Production.

(F) User is not obligated to actually use the Facilities or produce the Production or include the Materials in the Production for which it was shot or otherwise.

2. OTHER PERMISSIONS:

(A) User will not permit the filming, recording, photographing, or use of the name or likeness, of any employee or student of the University, except for incidental background photographing, without the express written consent of such student or employee. All consents or other agreements obtained from students or employees shall be obtained individually by User, and shall not alter this Agreement or the relationship or rights of the parties hereto.

(B) Subject to the terms and conditions of this Agreement, the University grants to User and its respective trustees, parents, subsidiaries, affiliates, licensees, successors and assigns, the nonexclusive limited license to use images of the Marks (as defined herein) in scenes shot on the University campus in connection with the Production for non-commercial, not for profit purposes as permitted under this Agreement and agrees that such entities may utilize the University’s name in statements of fact about the University in connection with the advertising and promotion of the Production. User shall not state that the University sponsored or endorses the Production. Other than as permitted in this Paragraph 2(B), User shall not use the University’s names, trademarks, signage and logos (collectively, the “Marks”) in scenes shot on the University campus in connection with the Production in any advertising or ancillary uses thereof.

Subject to the limitations on the use of the Marks as set forth hereunder, the University grants to User and its respective trustees, parents, subsidiaries, affiliates, licensees, successors and assigns, all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, whether now known or hereafter invented, including but not limited to the internet and any other digital transmission and delivery methods, including in connection with the Production or otherwise as User shall determine and for advertising and promotional purposes in connection therewith.

This Agreement and License Grant does **not** grant User the right to manufacture, market, sell or have manufactured marketed or sold on its behalf any merchandise (for example t-shirts, caps, mugs, etc.) bearing the Marks. If User learns of any infringing uses of the Marks related to this Agreement or User’s use of the Marks, it shall promptly notify the University of such uses and assist in causing such practices to cease. Any Marks that appear in the Film shall not be altered or modified by User, and shall appear as they appear on the University campus and in the Facilities. All clothing or apparel bearing the Marks and appearing in the Film shall have been supplied by vendors officially licensed by the University to use its Marks.

(C) User agrees that the portrayal of the University shall be substantially as indicated in Exhibit A, incorporated herein, for the Film or Production, and shall not depict University in a disparaging, defamatory, derogatory or unflattering manner. The inclusion in the Film of any of the Marks shall be limited to the scenes described on Exhibit A. Any uses of the Marks, other than those described herein, must be approved in writing in advance by the University’s Office of Trademarks and Licensing.

3. NCAA Rules:

User will comply with and be bound by all pertinent regulations of the National Collegiate Athletic Association (“NCAA”), specifically including Regulation 12.1.1, related to amateur status and prohibited forms of remuneration, payment, services or other benefits for student-athletes; Regulation 12.5.1.8, related to promotion by third-party of highlight film, videotape or media guide; Regulation 12.5.2.2, related to the use of a student-athlete’s name or picture without permission; Regulations 12.5.3(a) and (b), related to student-athlete media activities; Regulations 13.10.1 and 13.10.3, related to prohibited media presence or activities involving prospective student-athletes and recruiting contacts; and Regulation 13.11.1, related to prohibited activities involving tryouts.

4. INDEMNITY:

User shall indemnify, defend, and hold harmless to the fullest extent allowed by law the State of Arizona, the Arizona Board of Regents and the University, its officers, agents, and employees (“Indemnitees”) from any and all claims, demands, suits, actions, proceedings, loss, cost, and damages of every kind and description, including attorney’s fees and/or litigation expenses, which may be brought or made against or incurred on account of breach, or loss of or damage to any property, or for injuries to or death of any person, or financial loss incurred by Indemnitees, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of User, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incident to the performance of the Agreement, or arising out of Workers Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of User and/or its subcontractors of claims under similar such laws and obligations. User’s obligation under this provision shall not extend to any liability caused by the sole negligence of the State of Arizona, Arizona Board of Regents, University or its officers, agents, and employees. Such indemnification shall specifically include infringement claims made against any and all intellectual property supplied by User and third-party infringement under the Agreement.

5. INSURANCE REQUIREMENTS:

User shall provide and maintain insurance coverage applicable to the Production as follows:

1. Commercial general liability in the amount of: $2,000,000 (each occurrence);
2. Comprehensive automobile liability in the amount of $2,000,000; and
3. Workers’ Compensation as required by statute.

Upon signing of this Agreement and prior to the Production, User will furnish certification of such coverage that names the Arizona Board of Regents on behalf of the University of Arizona as additional insured for the Production. The certificate shall clearly establish that the coverage provided is primary and that any insurance carried by the University is excess.

6. TERMINATION:

The University may remove User from the Facilities, and any other University building, structure, property or grounds, and terminate use of the Facilities immediately if necessary to protect the public health, safety or welfare of the University community.

7. DESIGNATED REPRESENTATIVES:

Each Party shall designate one person who shall serve as the primary point of contact between the User and the University. The name of each primary contact is set forth below:

For User:

For University: Pam Scott

8. MISCELLANEOUS PROVISIONS:

(A) The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act.

(B) This Agreement is subject to cancellation under A.R.S. §38-511 regarding conflict of interest on the part of individuals negotiating contracts on behalf of the University.

(C) The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to A.R.S. § 12-133.

(D) The parties recognize that the performance by the Arizona Board of Regents for and on behalf of The University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University’s appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The Board agrees to notify other party(ies) as soon as reasonably possible after the unavailability of said funds comes to the Board’s attention.

(E)  To the extent applicable to rights granted under this Agreement, the User represents and warrants that all articles and services furnished under this Agreement meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91-596) and its regulations, in effect or proposed as the date of this Agreement, which shall include the following publication “Guidance on Preparing Workplaces for COVID-19,” available at the following link <https://www.osha.gov/Publications/OSHA3990.pdf>. In addition, User, User employees, and/or subcontractors who will be granted access to the University of Arizona locations, indoor or outdoor, must review and abide by the mask requirements listed at: <https://covid19.arizona.edu/reentry-plan/return-workspaces/face-coverings>.

(F) Neither party will assign this Agreement without the consent of the other party.

(G)  The University represents and warrants that it has full right, power and authority to enter into this Agreement and to grant the rights hereunder. This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement is governed by the laws of Arizona.

“USER”

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Inc. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title

Dated

“UNIVERSITY”

ARIZONA BOARD OF REGENTS On behalf of THE UNIVERSITY OF ARIZONA

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Chief Procurement Officer

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dated

 **EXHIBIT A**

User intends to film …

The Production will initially be made available (network, program, web site, etc)...