

LOCATION AGREEMENT AND RELEASE – Film/Video Shoot on Campus for FTVP courses

This understanding is made between _____ (FILMMAKER) and _____ (GRANTOR*) as owner of premises or other person authorized to consent to use of the property located at _____ (PROPERTY). FILMMAKER shall have access to the PROPERTY for filming and recording of scenes and sounds for the motion picture currently titled _____ (FILM). FILMMAKER and GRANTOR agree that the following provisions are incorporated into this understanding:

PROVISIONS:

1. SCHEDULE: Commencing on or about _____, 20____ at _____ a.m./p.m., FILMMAKER shall have access to PROPERTY as is reasonably necessary, until the proposed scenes and work are completed. It is estimated that it will require about _____ day(s)/hour(s) to complete its principle use of said premises. The anticipated end date is _____, 20____.
2. 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 crew and cast members 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.
3. MODIFICATION OF PROPERTY: FILMMAKER agrees to seek permission from GRANTOR before making any modifications or alterations to the PROPERTY. FILMMAKER shall return the PROPERTY to GRANTOR in the same condition it was in before access was granted. FILMMAKER shall not be responsible for normal wear and tear or any damage that occurs before FILMMAKER begins to use the PROPERTY.
4. CREDIT AND CONSIDERATION: Provided that a substantial portion of footage is incorporated in the FILM, credit for use of PROPERTY shall read: _____.
FILMMAKER will provide GRANTOR with a copy of the FILM and make a good faith effort to notify the GRANTOR of screenings of the FILM.
5. RIGHTS TO RECORDING: FILMMAKER shall have the exclusive, global rights to any and all images and sounds recorded on the PROPERTY, for use in making, distributing, or exhibiting FILM. These rights include, without limitation, copyrights, promotional, assignment, and license rights as to any portion if the still pictures, motion pictures, videotapes, photographs and/or sounds recorded on the PROPERTY (together with all rights of extension or renewal), in any and all media, whether currently existing or not. FILMMAKER has these rights regardless of whether these recordings are incorporated into the FILM. In no event shall GRANTOR have the right to enjoin the development, production, distribution or exploitation of the FILM.
6. PORTRAYAL: GRANTOR hereby acknowledges that, unless otherwise specified in this understanding, FILMMAKER is not required or expected to depict the PROPERTY in any particular fashion in the FILM.
7. 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 resulting from the FILM or the exercise of any right associated with this understanding.
8. FILMMAKER'S RELEASE AND INDEMNIFICATION: FILMMAKER hereby releases any and all claims against the GRANTOR arising from injury to FILMMAKER'S volunteer cast and crew members, or equipment on the PROPERTY. 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.

*Note: Finance & Administration is authorized to sign as "Grantor" in most locations on University premises. For individual office location, Filmmaker is required to ask for permission from staff/faculty who is assigned to the specific location.

Submission instruction:

Submit the form online through Film Shoot on Campus Procedure

www.webster.edu/finance-and-administration/procurement-services/insurance.html or via email to reynojas@webster.edu

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9. INSURANCE: FILMMAKER will procure and maintain, during the term of the location agreement, comprehensive general liability insurance as follows:

General Liability	\$1M Per Occurrence/ \$3M Aggregate
AD&D and Accidental Medical Expense	\$10,000

The GRANTOR shall be named as an additional insured. FILMMAKER will provide a certificate of insurance providing proof of coverage.

10. AUTHORITY: The undersigned GRANTOR has the power to make this understanding and grant the rights and permissions listed below. FILMMAKER and GRANTOR certify and warrant that they have, individually or collectively, secured permission 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 understanding.

11. OTHER TERMS:

12. ENTIRETY OF AGREEMENT: This agreement constitutes the entire agreement between the parties. No modifications shall be enforceable except in writing and signed by both parties hereto.

13. 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.

AGREED TO AND ACCEPTED:

FILMMAKER		GRANTOR	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Date:	_____	Date:	_____
Address:	_____	Address:	_____
City/State/Zip:	_____	City/State/Zip:	_____
Telephone:	_____	Telephone:	_____
Email Address:	_____	Email Address:	_____

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