

SAMPLE

UNIVERSITY OF CALIFORNIA, IRVINE FILM LOCATION AGREEMENT

Student Center and Event Services

A311 Student Center, Irvine, CA 92697-2050 Phone (949) 824-5252 Fax (949) 824-3055 Email reserver@uci.edu

This Agreement is made as of *DATE ON ESTIMATE* by and between The Regents of the University of California, on behalf of its Irvine campus (hereinafter called "University"), and *PRODUCTION COMPANY NAME* (hereinafter called "Company"), a corporation with business offices at *PRODUCTION COMPANY ADDRESS*.

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. **Definitions:**

- a. "Filming" – the capturing of moving or still images of UC Irvine property by any means or any media now known or that may be invented in the future including, but not limited to, film, videotape, digital disk or any electronic transmission to or via any medium, including the Internet.
- b. "Shoot" – Any Filming activities taking place on premises owned or operated by the University as set forth in Schedule of Locations (Exhibit A hereto) and the Application for the UC Irvine Film and Photography Permit, as approved (Exhibit F hereto).
- c. "Location(s)" – Specific area or areas on premises owned or operated by University to be used in the Shoot.

2. **Locations To Be Provided by University:** Company agrees that all Filming carried out in connection with the Shoot, from beginning of set up through clean up, shall take place only in the Location(s) on the dates and times set forth in Exhibit A, Schedule of Locations, attached hereto and incorporated herein.

3. **Payments:**

- a. Company agrees to pay University *\$ESTIMATE* for the permit fee, venue rental, services and equipment to be provided by University in the amounts set forth in the Estimate of Expenses set forth in Exhibit B, attached hereto and incorporated herein.
- b. The amount listed in the Estimate includes the non-refundable deposit ("c" below). Company agrees that any changes, modifications, additions or adjustments to the scope of services and equipment set forth in Exhibit B shall be accomplished solely by means of a written amendment or amendments to the Estimate of Expenses signed by the Company and University before any such changes, modifications, additions or adjustments are implemented. Company understands and agrees that any such changes, modifications, additions, or adjustments may result in an increase in the Estimate of Expenses. In no event shall University be responsible in any way for services or equipment provided by others to Company, including without limitation, performer or participant fees and/or benefits, and transportation of performers or participants.
- c. Company agrees to pay University a non-refundable deposit of *\$DEPOSIT* upon execution of this Agreement.
- d. Company agrees to pay any balance remaining on the Estimate of Expenses no later than three (3) business days prior to the commencement of the Shoot and any increase(s) to the Estimate of Expenses within fifteen (15) business days of receipt of University's invoice therefore.
- e. All payments shall be made by cashier's, certified or corporate check payable to:
The REGENTS OF THE UNIVERSITY OF CALIFORNIA
C/O STUDENT CENTER AND EVENT SERVICES
A311 STUDENT CENTER
IRVINE, CA 92697-2050
UC IRVINE TAX ID 95-2540117
- f. Company agrees that if any payments specified above are not made by the agreed dates, University may cancel Shoot and terminate this Agreement. Company further agrees that in the event of termination for non-payment, University shall be entitled to, and will retain any monies paid to University for charges incurred up to and including the date of cancellation pursuant to the provisions set forth in Paragraph 13 of this Agreement.

4. **Rights and Duties:** The parties hereto agree to act reasonably and in good faith in connection with the performance of all terms and conditions of this Agreement and in exercising all rights and obligations with respect thereto.

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5. **Film Ownership:** All rights of any kind in and to all the photographs, motion pictures or videotapes obtained from the exercise of the permission herein granted (and any negatives, prints, or duplicates thereof) shall belong to Company its successors and assigns, and shall be used only in connection with the permitted project. Further, Company shall not use, sell, or in any way transfer, or dispose of or permit others to use, sell transfer or dispose of any such materials except for the purpose identified in the Schedule of Locations and the UC Irvine Film and Photography Permit, as approved.
6. **Marks:** Company acknowledges that University owns several marks, including words, names, images, symbols or devices, whether registered or not, (hereinafter called "Marks") associated with each of its campuses, including UC Irvine. Company warrants that it shall not film or otherwise use or record any University owned Marks in connection with the Shoot or any product or service resulting from or related to the Shoot, nor shall it permit or purport to permit others to do so.
7. **Use of Campus Facilities:** Company understands and acknowledges that University maintains control over its facilities and their usage, including, but not limited to, alterations of its facilities. Company agrees that it shall obtain the prior written approval of University, which shall not be unreasonably withheld, on University's Facilities Alteration form, a sample of which is attached hereto as Exhibit C, before any alterations, additions, "set dressings," or other modification(s) to campus facilities, whether temporary or permanent, are undertaken. Company understands and agrees that any such modifications may increase the Estimate of Expenses and/or the costs of restoring any facilities so modified to their original condition. University has sole discretion concerning whether to permit Company to alter or modify Location(s) prior to the commencement of the Shoot.
8. **Condition of Location(s):** At the beginning of the Shoot, representatives of Company and University shall inspect the Location(s), noting any problems, defects, or extraordinary wear and tear that may exist at each Location. At the conclusion of the Shoot, representatives of Company and of University shall re-inspect each Location to establish the condition thereof and to determine if there has been any damage sustained during the Shoot. Normal wear and tear is expected and is not considered damage for these purposes. If a Location has been damaged, it shall be noted on a Damage Report Form, an example of which is attached hereto as Exhibit D, prepared by the University's representative. In the event of any dispute over whether damage to a Location has occurred, the determination of the University shall be conclusive. Company agrees that University may, at its sole and reasonable discretion, restore any such damaged Location and, further, Company agrees to reimburse University for the reasonable costs of any such restoration within fifteen (15) business days of Company's receipt of University's invoice therefore.
9. **Authorized Representatives:** In connection with the performance of this Agreement, the following individuals are designated to act for the parties:

For University: _____
NAME, Conference and Event Specialist, UNIVERSITY Date

For Producer: _____
NAME, Location Manager, COMPANY Date

10. **Liability and Insurance:**
 - a. Company shall defend, indemnify and hold harmless University, its officers, employees, agents and students from and against every loss, expense [including reasonable attorneys' fees and costs (including the reasonable value of in-house legal services at a rate equivalent to a comparable attorney in private practice)] liability or payment by reason of any damages or injuries to persons (including death) or property (including loss of use or theft thereof) arising out of or in connection with Company's performance of this Agreement including that of their employees, agents, subcontractors, actors and extras excepting only those claims caused by the sole negligence of The Regents of the University of California.
 - b. Company agrees to maintain, at Company's sole cost and expense, a policy or policies of comprehensive or commercial general liability insurance, including bodily injury and property damage, including contractual liability endorsement with limits of not less than \$AMOUNT (AMOUNT million dollars) for each occurrence and \$AMOUNT (AMOUNT million dollars) aggregate. Company shall submit a certificate of insurance and a letter of endorsement evidencing such coverage and naming The REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured for the Shoot. Company also agrees to maintain business automobile liability insurance in the amount of \$2,000,000 for Company owned, non-owned and hired vehicles and any and all other insurances required by California law, including, without limitation, Workers' Compensation insurance. Company shall provide evidence of all insurance listed above no less than SEVEN (7) BUSINESS DAYS before

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- the commencement of the Shoot. Such certificate(s) shall specify that coverage will not be canceled, materially changed, or reduced without providing (30) days written notice to University. Failure to abide by the requirements of this subparagraph shall be grounds for termination of this agreement.
11. **Force Majeure:** Neither Company nor University shall be liable for failure of the Shoot to commence, proceed or conclude if such failure is caused by or due to a natural disaster that affects the Shoot or causes physical disability to Shoot participants, or because of acts or regulations of public authorities other than University, civil tumult, epidemic, interruption or delay of transportation services or any cause beyond the control of Company or University. In the event that the Facilities are unavailable due to a natural disaster, destruction or any cause beyond the control of the parties, and if the Shoot has not begun, University and Company shall have the independent right to terminate this Agreement. In that event, University shall refund all moneys previously paid by Company, except costs paid and/or contracted for, commitments that cannot be canceled and the non-refundable deposit.
 12. **Fire and Life Safety Event Protection:** Company acknowledges its obligation to comply with the requirements imposed by the UC Irvine Fire Marshal including those as set forth in Exhibit E, attached hereto and incorporated herein.
 13. **Cancellation:** Except as provided in paragraph 10 above, Company shall be responsible for University's out-of-pocket expenses actually incurred and/or non-cancelable University obligations in the event of a change of date or cancellation of the Shoot. All such expenses shall be determined by University and will be presented to Company within thirty (30) working days following any such cancellation. Company shall reimburse University by cashier's check made payable to "The Regents of the University of California Irvine" within fifteen (15) working days following receipt of University's invoice.
 14. **Indemnification For Infringement of Copyright:** Company agrees to defend, indemnify and hold harmless University against all claims, demands, costs and expenses, [including reasonable attorney's fees and costs (including the reasonable value of in-house legal services at a rate equivalent to a comparable attorney in private practice)] that University may sustain or incur by reason of any claim of infringement or violation of any copyright or personal or property right arising from or related to the Shoot. Company agrees to pay any and all fees or royalties required to be paid on copyrighted material, and to hold University harmless for any liability for such fees or royalties.
 15. **Exhibits:** This Agreement includes the following Exhibits, attached hereto and made a part hereof:
 - a. Schedule of Locations
 - b. Estimate of Expenses
 - c. Facilities Alteration
 - d. Damage Report
 - e. Fire and Life Safety Protection
 - f. Application for the UC Irvine Photography, Motion Picture, Video and Television Permit
 - g. Additional Provisions and Restrictions
 16. **Oral Representation:** No representation, warranty, condition or agreement of any kind or nature shall be binding upon the parties unless incorporated in this Agreement. This Agreement, including the Exhibits, contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall exist or bind any of the parties hereto.
 17. **Arbitration:** Any dispute between the parties arising under or related to this Agreement shall be resolved by arbitration which shall be held in Orange County, California and conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, except that the arbitrator's fees and costs shall be borne equally by the parties.
 18. **Choice of Law:** The laws of the State of California shall govern this Agreement without regard to its conflict of laws rules.
 19. **Relationship Between Parties:** This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Company and anyone acting for or on behalf of Company and the University.
 20. **Severability:** The determination that any portion of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.
 21. **Waiver:** Failure of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights.
 22. **Amendments:** Any amendments to this Agreement or its Exhibits must be in a writing signed by both parties.

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23. **Compliance with Law:** Company shall comply at all times with all ordinances, laws, and regulations and University policies affecting the use and occupancy of University's facilities.
24. **Conflict:** To the extent there is any conflict between the terms of this Agreement and any of its Exhibits, the terms of the Exhibits shall take precedence.
25. **Effective Date:** This agreement will become effective when executed by University.

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA

PRODUCTION NAME

By: _____ Date: _____

By: _____ Date: _____

Stacey L. Murren
Director – Student Center and Event Services
University of California, Irvine

NAME
TITLE
COMPANY NAME

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UC Irvine Film Location Agreement

PRODUCTION NAME
EXHIBIT A
SCHEDULE OF LOCATIONS

Date	Time	Place	Activity
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UC Irvine Film Location Agreement

PRODUCTION NAME
EXHIBIT B
ESTIMATE OF EXPENSES

ATTACHED

SAMPLE

UC Irvine Film Location Agreement

PRODUCTION NAME
EXHIBIT C
FACILITIES ALTERATIONS

None

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UC Irvine Film Location Agreement

PRODUCTION NAME

EXHIBIT D

DAMAGE REPORT

None

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UC Irvine Film Location Agreement

PRODUCTION NAME

EXHIBIT E

FIRE AND LIFE SAFETY PROTECTION

1. All filming and photography must be approved by the campus Fire Safety Division.
2. When the UC Irvine Fire Marshal, or a staff member from the Fire Safety Division, determines it is essential for public safety in any place or public assembly or place where people congregate, due to the number of persons, or the nature of the performance, exhibition, or display, the Company shall pay for one or more UC Irvine Fire Safety personnel to perform the fire watch. UC Irvine Fire Watch guidelines are available at <http://www.ehs.uci.edu/programs/fire/firewatchprog.htm>.
3. Pyrotechnic displays must be approved in advance by the campus Fire Safety Division and the Office of the State Fire Marshal.
4. Fire Safety Division approval shall be valid only for the Company whose name appears on the UC Irvine Film and Photography Permit.
5. All approvals issued from the Fire Safety Division shall carry the provision that the applicant, its agents and employees shall carry out the proposed activity in compliance with all California State Fire Code and other applicable laws.
6. All special event fire approvals issued are subject to field inspection by Fire Safety Division staff. Notwithstanding any other article in this agreement, Fire Safety Division staff shall have the authority to revoke or suspend any UC Irvine Film and Photography Permit where the Company is found to be in violation of campus safety requirements.
7. If in the opinion of the Fire Safety Division at the Shoot, the performance or activity of the Shoot is hazardous to public safety, the Fire Safety Division shall have the authority to terminate the Shoot. If the Fire Safety Division determines the hazard has been corrected, the Shoot may be allowed to continue.

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UC Irvine Film Location Agreement

PRODUCTION NAME

EXHIBIT F

**APPLICATION FOR THE UC IRVINE PHOTOGRAPHY, MOTION PICTURE, VIDEO
AND TELEVISION PERMIT**

Attached

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UC Irvine Film Location Agreement

PRODUCTION NAME

EXHIBIT G

ADDITIONAL PROVISIONS AND RESTRICTIONS

The following additional provisions and restrictions apply:

1. Filming is not permitted at the following locations and facilities:
 - a. Words, names, images, symbols and devices associated with UC Irvine
 - b. The UC Irvine Anteater or any representation of the UC Irvine Anteater
 - c. Health and medical facilities
 - d. Faculty and staff residential housing areas
 - e. Certain research laboratories
2. The following locations are restricted and require written University authorization:
 - a. All interior locations
 - b. Residential halls or other housing facilities
 - c. Anteater Recreation Center
3. All access and fire roads in and around all Location(s) must remain free and clear of any and all obstructions at all times during Shoot occupation. No vehicles will be allowed to park in any access or fire roads.
4. Company's cast and crew will not be allowed to stand at any entrances to any parking structures or any roadways on campus. Company must make arrangements for all parking pass distribution, if applicable, in advance of the date of use.
5. University will not rescind any parking tickets for any parking infraction or violations of any kind. UC Irvine provides, through UC Irvine Parking and Transportation Services, arbitration service for parking violations.