

LOCATION USE AGREEMENT  
between  
UNIVERSITY OF MEMPHIS  
and

---

This Location Use Agreement ("Agreement"), made and entered by and between the University of Memphis ("University"), and the individual or company listed below as Producer, governs the use of all or part of the University of Memphis campus for filming (which includes the capture or recording by any means of any still or moving image, including but not limited to motion pictures, videotaping, still photography, digital imaging and virtual reality).

**I. PERMISSION**

- a. University grants Producer permission to Film and the non-exclusive use of the Premises as designated in the Film Location Permit, attached hereto as Exhibit A and incorporated herein by reference.
- b. This permission allows Producer to bring all necessary personnel, equipment, vehicles and temporary sets onto the Premises, for the purpose of creating the Production, subject to limitations set forth herein. "Permission" means the right (i) to Film in any manner whatsoever connected with the Premises and any signs thereon, together with access to and egress from said Premises with Producer's personnel and equipment for the purpose of erecting and maintaining temporary motion picture sets and structures (to the extent required by Producer), and of Filming said Premises, sets and structures and/or recording sound for such scenes as Producer may desire; (ii) to refer to the Premises or any part thereof by any fictitious name; (iii) to attribute any fictitious events as occurring on the Premises; and, (iv) for production and crew parking, basecamp and such other similar logistic requirements of Producer in connection with its use of the Premises as set forth herein.

**II. CONDITIONS OF ACCESS**

- a. Producer shall provide reasonable advance notice of the schedule for all filming which should include, but is not limited to, campus location(s) to be filmed; days and hours of filming; number of people involved in each day's shooting; type of activity to be filmed; a list of equipment and/or vehicles to be used in connection with the filming; and any travel arrangements affecting University.
- b. The University reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management and operation of the same. The University and its employees shall have free access at all times to all space occupied by the Producer. University reserves the right to stop all filming and other operations in the event of an emergency or unforeseen urgent event as determined in University's sole discretion or if Producer fails to comply with the terms of this Agreement.
- c. Producer shall ensure that Producer's employees, agents and independent contractors (collectively identified as "Production Crew") do not interfere with the University's

operations and do not harass, unduly burden or interfere with any University personnel or students.

- d. Producer may place all necessary facilities and equipment on University's property (provided Producer has notified University and has obtained University approval, not to be unreasonably withheld) and agrees to remove them after completion of work and leave the property in as good condition as when received, except for reasonable wear and tear from the uses permitted. Any changes, alterations or modifications to University property (including signs on the property) may not be made without the University's prior written consent. Producer shall be responsible for returning any University property or furnishings to their proper location if such property or furnishings are moved to facilitate filming. Any damage, including but not limited to damage to facilities, equipment, personal property or surfaces, caused by Producer, its agents, employees, or contractors, shall be repaired to the University's satisfaction at the Producer's expense. Notwithstanding this provision, however, Producer shall not be liable for any such repairs with respect to damage caused by the sole negligence of the University or its officers, trustees, agents, or employees.

### **III. DEPICTION OF UNIVERSITY**

- a. Producers agrees not to portray the University, its students, faculty, employees, alumni, or other constituencies in any negative or demeaning way and not to use any footage or materials that are reasonably likely to demean or embarrass the University, its students, faculty, employees, alumni, or any of its other constituencies. Producer agrees to portray the University in a manner consistent with the University's character as an institution of higher learning. Producer agrees not to use video, audio, or photographs in the production (or any subsequent project for which the film or materials used were shot or obtained pursuant to this Agreement) that are inconsistent with the University's character as an institution of higher learning or the high moral and ethical standards of the University.
- b. All use of film, video or photographs taken on the Premises pursuant to this Agreement must be reviewed and approved by the University in advance of its public dissemination or its use in any commercial manner.
- c. The University of Memphis shall have the right to review in advance and approve all advertising, promotional or marketing materials which use the University's name or other trademarks or images, as well as any graphical images created by or on behalf of Producer incorporating the University of Memphis's name or other trademarks in the Production (or any subsequent project for which the film or materials used were shot or obtained pursuant to this Agreement). Producer will in no way utilize the name or trademarks of the University of Memphis to imply endorsement or other association with the Production without written consent in advance of such use. The University of Memphis may not be mentioned or credited in the Production without prior written consent. University of Memphis trademarks may not be used in the Production, including, without limitation, use of University apparel and other items featuring the University of Memphis's trademarks for use as costumes and/or set dressing, without the prior written consent of the University and no identifiable University of Memphis buildings or

landmarks may appear in the Production without the prior written consent of the University.

#### **IV. RIGHTS, CLEARANCES, RELEASES AND CONSENTS**

- a. With the exception of University provided materials, the University of Memphis claims no rights in and to any photographs, film, or recordings made pursuant to this Agreement.
- b. It shall be the Producer's sole responsibility to obtain any necessary publicity releases and intellectual property rights for the Production, and further Producer will indemnify the University from any and all claims based on infringement of intellectual property rights and claims based on invasion of privacy misappropriation of likeness and similar claims.

#### **V. LIABILITY, INSURANCE AND INDEMNIFICATION**

- a. Producer agrees to carry commercial general liability insurance with a company acceptable to the University in the amount of \$1,000,000 combined single limit bodily injury and property damages on an occurrence basis and agrees to issue a certificate of insurance naming the University as an additionally insured party. Claims made policies shall not be acceptable. Producer will furnish satisfactory certification that such insurance is in full force throughout the term of this Agreement prior to the first date of filming.
- b. Producer agrees to indemnify, defend and hold harmless the University of Memphis and its trustees, officers, employees, agents, affiliates, and representatives from any and all claims, demands, actions, cause of actions, judgments, damages, expenses, or costs, including, but not limited to, reasonable attorney's fees and court costs, arising out of or related to the Production, the failure to secure the necessary or adequate written permission of any person portrayed in the Production or the alleged infringement or violation of any copyright, trademark, intellectual property right or other right of any person or entity resulting from any taping, production, webcast, broadcast or re-broadcast of the Production, whether by the Producer or any other party.

#### **VI. TERMINATION**

- a. This Agreement may be canceled by the University of Memphis with written notice to Producer at any time. Producer agrees to terminate any work hereunder upon receipt of notice of such termination or as instructed in such notice.
- b. In the event that either party commits a material breach of this Agreement, the non-breaching party may terminate this Agreement upon written notice, provided that the breaching party fails to cure said material breach within ten (10) days of its receipt of notice of said breach from the non-breaching party.

#### **VII. MISCELLANEOUS PROVISIONS**

- a. This Agreement shall be governed by the laws of the State of Tennessee without regard to its conflict of law principles.
- b. Nothing herein creates a partnership, joint venture or any other relationship of the parties hereto other than as specifically set forth herein.
- c. Notwithstanding anything contained in this Agreement, in the event that either party is unable to perform its obligations under this Agreement for any force majeure reason

(including, but not limited to, disease or epidemic, war, invasion, act of foreign enemy, hostilities, terrorist act or threat of terrorism, civil war or strife, strikes, lockouts or other industrial disputes or actions, whether acts of God, acts of government, etc.) then such non-performance will not be deemed to constitute a breach of this Agreement.

- d. Producer attests, as required by T.C.A. § 12-3-309, that Producer will not knowingly utilize the services of illegal immigrants in the performance of this Agreement and will not knowingly utilize the services of any subcontractor, if permitted under this Agreement, who will utilize the services of illegal immigrants in the performance of this Agreement.
- e. Producer and all Production Crew shall adhere and follow all University policies and procedures when conducting any activities on University's property.
- f. Producer may not license, assign and otherwise transfer this Agreement and all rights granted by University to Producer under this Agreement to any person or entity without the prior approval of University, except for in connection with the customary distribution and exploitation of the Production.
- g. This Agreement constitutes the entire understanding of the parties hereto concerning the subject matter herein. In the event any provision or portion of this Agreement is deemed invalid, or unenforceable, the remaining rights and obligations of the parties herein shall remain in full force and effect and shall be construed and enforced accordingly.

PRODUCER

THE UNIVERSITY OF MEMPHIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Name: Nick A. Pappas

Title: \_\_\_\_\_

Title: Executive Director, Procurement and  
Contract Services

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



---

## FILM LOCATION PERMIT

Contact Name: \_\_\_\_\_

Contact Phone Number/Email: \_\_\_\_\_

Organization/Production Company/Producer: \_\_\_\_\_

### **Project Information**

Filming location: \_\_\_\_\_

Filming dates: \_\_\_\_\_

Filming times: \_\_\_\_\_

Unmanned aircraft systems: \_\_\_\_ Approved \_\_\_\_ Not Approved

Use of University name/trademark/logo: \_\_\_\_\_

Additional Services: \_\_\_\_\_

Other: \_\_\_\_\_

\_\_\_\_\_