

LOCATION AGREEMENT

This Location Agreement is made between The University of North Carolina at Asheville ("UNIVERSITY") and the Individual or Company listed below as "PRODUCER."

PRODUCER

Name of Company _____

Contact Person _____

Address _____

Phone _____ Cell Phone _____ Email _____

UNIVERSITY OF NORTH CAROLINA AT ASHEVILLE

Communication & Marketing

Contact Person _____

[ADDRESS, PHONE]

Summary Description of Purpose for Filming, Videotaping, Photographing or Recording ("Purpose"):

Description of Specific Premises to be used by PRODUCER:

Production Dates and Times:

Upon the request of the PRODUCER, the UNIVERSITY agrees to grant PRODUCER access to the premises and the non-exclusive right to use the premises for the Purpose identified in this Agreement according to the attached Terms and Conditions.

Agreed to and Accepted By:

PRODUCER

By: _____

Date: _____

Title: _____

UNIVERSITY

By: _____

Date: _____

Associate Vice Chancellor, Communication & Marketing

UNIVERSITY OF NORTH CAROLINA AT ASHEVILLE

LOCATION AGREEMENT

TERMS AND CONDITIONS

1. **Grant of License.** Subject to these terms and conditions, UNIVERSITY hereby grants to PRODUCER the non-exclusive use of the premises, together with access to the premises, for the Purpose identified during the term identified in the Agreement.
2. **Escort.** Unless waived by UNIVERSITY, PRODUCER shall at all times it is carrying out the Purpose on the premises be accompanied by an escort assigned by the Office of University Relations. PRODUCER agrees to cooperate with the UNIVERSITY for all arrangements pertaining to use of the premises including parking, public safety, security, power/utility requirements, cleanup/trash removal, and other logistics. UNIVERSITY reserves the right to review plans for the execution of the Purpose and any related scripts or story boards. The UNIVERSITY may require a walkthrough prior to any filming, videotaping, photographing or recording.

Provision is waived if this box is initialed by UNIVERSITY ☐

3. **Use of the Premises.** PRODUCER may use the premises for the identified Purpose and no other purpose without the written permission of UNIVERSITY. PRODUCER agrees to leave the premises in as good an order and condition as when received, normal wear and tear excepted. UNIVERSITY agrees that PRODUCER may place all necessary personnel, facilities and equipment on the premises and PRODUCER agrees to remove same after completion of Purpose. PRODUCER shall not make any modification to the physical structures on the premises or move any fixtures or other property located on the premises.
4. **Damage to Premises.** PRODUCER will use reasonable care to prevent damage to the premises. Any costs associated with damage to the premises or other property of UNIVERSITY that are caused by or arise out of PRODUCER's operations under this Agreement shall be the responsibility of the PRODUCER, and PRODUCER agrees to pay any such charges pursuant to an invoice presented by the UNIVERSITY (including cleanup).
5. **Disruption.** PRODUCER acknowledges and agrees that during the time PRODUCER is on the premises, UNIVERSITY will be carrying out its normal operations at the premises. Under no circumstances may PRODUCER's use of the premises interfere with the normal operation of the UNIVERSITY and shall not unreasonably disrupt the academic activities at the UNIVERSITY.
6. **Legal Compliance.** PRODUCER agrees to use and occupy the premises in a safe and careful manner and to comply with all applicable state, federal and local laws, regulations and ordinances as well as any regulations and policies of the UNIVERSITY. Unless PRODUCER has specific written permission from UNIVERSITY, PRODUCER shall not while on the premises:
 - Disrupt UNIVERSITY events or the lawful use of UNIVERSITY facilities by other persons
 - Interfere with the free flow of vehicle or pedestrian traffic
 - Injure or create a threat of injury to any persons
 - Participate in illegal or criminal behavior
 - Consume alcohol, beer, wine or controlled substances
 - Carry any weapons onto the premises
 - Violate the UNIVERSITY parking and traffic regulations
 - Damage or deface UNIVERSITY property or threaten to do so
 - Participate in activities that result in littering, pollution or other nuisance

7. **Indemnification.** PRODUCER shall indemnify and hold harmless UNIVERSITY, the State of North Carolina, the Board of Governors of the State of North Carolina, and any of their officers, servants, agents and employees or any liability, claim or cause of action arising out of or relating to any loss, damage or injury that arises out of or results from use of the premises.
8. **Insurance.** Unless waived by UNIVERSITY, PRODUCER shall purchase and maintain throughout the term of this Agreement commercial general liability insurance to protect PRODUCER from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this Agreement. In addition, all statutory insurance requirements, including Workers' Compensation, shall be met. Limits of such insurance shall be as stated below:

<u>Type of Insurance</u>	<u>Limits of Liability – Minimum</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 per occurrence

"State of North Carolina," "Board of Governors, State of North Carolina," and "University of North Carolina at Asheville" shall be named on such policies as additional insureds. At least ten days prior to the beginning of this Agreement, PRODUCER shall provide a Certificate of Insurance evidencing the required insurance coverage to UNIVERSITY.

Provision is waived if this box is initialed by UNIVERSITY ☐

9. **Abandoned Property.** UNIVERSITY assumes no responsibility whatsoever for any property of PRODUCER left on UNIVERSITY premises. Any property left for a period of ten days from last day of use under this Agreement shall be deemed abandoned.
10. **Copyright.** PRODUCER shall own all copyrights in and to the photographs, images, recordings, videotape or film made by the PRODUCER in accordance with this Agreement. PRODUCER shall have the right to use the image, photograph and recordings in any manner it may desire, for an unlimited number of times, in perpetuity in any and all media now known or hereafter invented, in connection with the Purpose. The PRODUCER has no obligation to use the images. These rights are conditioned on the PRODUCER not using the images or recordings created in any way that will adversely impact the good will and reputation of the UNIVERSITY. Unless otherwise requested by UNIVERSITY, the UNIVERSITY shall be identified as the location used for the Purpose and credit and acknowledgement of UNIVERSITY is required.
11. **Trademark.** PRODUCER agrees that UNIVERSITY's name, nicknames or trademarks shall not be used in commercials or advertisements without the UNIVERSITY's permission. UNIVERSITY's name shall not be used in any manner of endorsement without prior written approval.
12. **Third-Party Rights.** PRODUCER is responsible for obtaining any necessary publicity releases and permissions from any third party to use their likeness, image or recording during the Purpose.
13. **Educational Experiences.** If requested by UNIVERSITY and agreeable to PRODUCER, PRODUCER will be available to participate in the education of UNIVERSITY's students by using students in the production, providing guest speakers to academic classes, allowing students to observe the production, and including students in other learning experiences related to the production.

14. **Entirety of Agreement.** This Agreement, together with any attachments, constitutes the entire agreement between the UNIVERSITY and the PRODUCER with respect to this Agreement. Any modification of this Agreement shall be in writing and shall be signed by both parties.
15. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina, and any disputes arising under it shall be instituted in the appropriate courts in the State of North Carolina.