FILMING AND PHOTOGRAPHY LOCATION AGREEMENT
Natural History Museum of Utah
University of Utah

Name of production (the "Production"):
Legal name and address of organization using the Museum's property ("Producer"):
Name of and contact information of Producer's location manager:

Name and contact information of Museum representative:
Dates and times of use ("Use Period"):
Specific Museum facilities/space to be used (the "Premises"), including property address:

This Location Agreement (the "Agreement") is entered into between the University of Utah, a body corporate and politic of the State of Utah, for and on behalf of its Natural History Museum of Utah ("Museum"), a unit of the University of Utah, and the Producer identified above.

Subject to the other provisions of this Agreement, Museum hereby grants to Producer, during the Use Period, the non-exclusive right to access and use the Premises described above and to bring personnel and equipment onto the Premises for the limited purpose of photographing, videotaping, reproducing, replicating, and using the Premises to film the Production. Museum shall have the right to cancel any or all of the scheduled filming and/or to terminate this Agreement if Producer fails to comply fully with the provisions of this Agreement.

Terms and Conditions of Use:

1. The rights granted herein to Producer do not include the right to photograph, record, or use, or the right to license others to photograph, record or use, any logos of the Museum or the University of Utah ("University"), or the names "Natural History Museum of Utah", "University of Utah, "UofU", or any similar name, without the written consent of Museum for each such use or inclusion. Nothing in this Agreement shall be construed to release Producer or any third party from liability should such logos or names be used without the written permission of Museum. Any consent of the Museum to the use or inclusion of such logos or names will not be an acknowledgment or approval by the Museum or the University of the content of the film or other medium using its logos or names, and the Museum and the University will not be deemed by such use or inclusion to be participating in the production, exhibition or use of any part of the film or other medium using the logos or name. Any other facilities or locations on the University's campus not listed in this Agreement are not authorized and cannot be used. Modifications, alterations, or changes of any kind to the Premises or other University property may not occur without prior written approval from the Museum.

2. Producer agrees that it will contact and cooperate with the Museum through the Museum representative listed above. Producer also agrees to cooperate with and follow the directions of University Police, Parking Services, Plant Operations, and other University departments and will permit the presence of University Police to maintain order and facilitate communication.
3. If Producer is unable to use the Premises during the Use Period described above in this Agreement, due to weather conditions or any other condition beyond Producer's control, Producer shall have the right to use the Property for as many days as were missed, during such dates and times as are mutually agreed to by Museum and Producer.
4. The University hereby grants to Producer and its successors, and licensees, the irrevocable and perpetual right to use images of the Premises in conjunction with motion picture, television photoplays, or otherwise as determined by Producer, subject to the other provisions of this Agreement and subject to applicable law.
5. The Museum and the University of Utah hereby agrees and acknowledges that any and all photographs and sound recordings to be made in connection with the Production shall be the Producer's sole and exclusive property and the University of Utah shall have no claims thereto or right therein or to the proceeds thereof.
6. Producer agrees not to cause any damage to the Premises and other University property and agrees to remove any and all equipment which may be placed upon the Premises or other University property in connection with its use thereof.
7. Producer agrees to defend, indemnify, and hold harmless the University, and its governing boards, employees, and agents from any and all injury, damage, or loss to persons or property that arises from the use of Premises or other University property by Producer or Producer's agents, guests, invitees, volunteers, performers, employees, providers, contractors and subcontractors, except where such injury, damage or loss is caused by the sole negligence of the Museum or the University. Further, Producer agrees to provide a certificate of insurance for Commercial General Liability insurance in the amount of at least $1,000,000 per occurrence that lists the University of Utah as an additional insured. Producer may also be required to provide evidence of other insurance coverages that are reasonable based on Producer's operations. The insurance provisions herein may only be waived by the Museum in consultation with the University Risk and Insurance Manager. The indemnification obligations of this paragraph shall survive termination of this Agreement.
8. Producer agrees that it will not publish, exhibit, display, or otherwise use any picture of any University student or faculty member or Museum or University staff or visitor or other individual without written permission from such individual. Further, Producer agrees not to disturb, obstruct, or interfere with the regular activities of the Museum or the University.
9. Producer agrees that it will exercise care in fulfilling its obligations under this Agreement and will abide by all applicable laws. Producer agrees to abide by the Addendum Terms and Conditions and will have the Terms read and acknowledged by the line producer, unit producer, and the location manager. Producer will not authorize, conduct, or permit any illegal activity on the Premises; will not use, provide, or permit to be used any alcoholic beverages or illegal drugs on the Premises; and will not allow smoking in or within twenty-five feet of any public building. Noise levels cannot exceed those permitted by applicable Salt Lake ordinance, state law or University policy.

10. Producer also agrees to comply with the following regulations established by the University's Department of Plant Operations:
    a) Permits are mandatory for all vehicles that require access to University of Utah's walkways and are only to be used in designated areas.
    b) Drivers will use caution when driving on walkways and maintain a speed of no more than five miles per hour; vehicles must allow for normal pedestrian use; and all wheels of vehicles that access walkways must remain on hardscape surfaces at all time.
    c) Entrances to building and outside stairs must remain fully accessible; fire lanes must be left unhampered; and driving across or parking on the Marriott Plaza or plaza east of Orson Spencer Hall is strictly prohibited.
    d) University of Utah's Department of Plant Operations reserves the right to charge for repair costs that result from damage caused by vehicles that do not fully comply to the above regulations.
11. The Museum has the full right and authority to grant the license granted herein. This Agreement shall be enforced in accordance with the laws of the State of Utah.
12. University is a body politic and corporate of the State of the Utah and a governmental entity under the Governmental Immunity Act of Utah, Section 63G-7-101 et seq. of the Utah Code, as the same may be amended (the "Act"). Nothing in the Agreement shall be construed as a waiver of any rights or defenses applicable to University or its units or departments under the Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the last signature date below.

"University"	"Producer"
The University of Utah, on behalf of its Natural History Museum of Utah	
By: _____ (Signature)	By: _____ (Signature)
Name: _____ (Please Print)	Name: _____ (Please Print)
Title: _____	Title: _____
Date: _____	Date: _____