
Strategic Media Relations
Administrative and Research Center
3100 Marine Street, Room 545
Campus Box 584
Boulder, Colorado 80309-0584
(303) 492-3140 FAX: (303) 492-3126

THE UNIVERSITY OF COLORADO BOULDER
MOTION PICTURE, VIDEO, TELEVISION AND PHOTOGRAPHY LOCATION AGREEMENT

THIS LICENSE AGREEMENT ("License" or "Agreement") is made and entered into by and between the Regents of the University of Colorado, ("University" or "Licensor"), a body corporate, contracting on behalf of the University of Colorado Boulder, and _____ ("Company" or "Licensee").

WHEREAS, the Company desires to enter upon and use the property of the University for photographing and recording scenes for a commercial production.

WHEREAS, the University desires to provide the Company with access to its property subject to the terms and conditions specified herein.

NOW, THEREFORE, in consideration of the foregoing, and in consideration of the mutual covenants and promises hereinafter set forth, it is agreed as follows:

1. Grant. The University hereby grants to the Company and its employees, agents, independent producers, contractors and suppliers, a temporary nonexclusive license to use the following areas: _____ ("the Premises") on the University's campus in Boulder, Colorado for the purpose of filming, taping, photographing and/or recording for _____ ("the program"). 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. Access under this License shall not disrupt normal operations of the University.

2. Production Requirements. The Company shall fully comply with the following production requirements:

3. Term and Termination. This License is applicable during the period beginning _____ with completion no later than _____. The University shall have the right to revoke this License in whole or in part for its convenience at any time by written notice.

4. Facilities and Equipment. Company may place all necessary facilities and equipment on the Premises, and agrees to remove same after completion of work and restore the Premises to the same condition as when received. Signs on the Premises may, but need not, be removed or changed, but, if removed or changed, must be replaced.

5. Indemnification. Company agrees to use reasonable care to prevent damage to the Premises or other University property, and will defend and indemnify the University, its officers, employees, and agents

and all other parties lawfully in possession of the Premises, and hold each of them harmless from any claims, demands, costs, expenses, settlements, judgments, and attorneys' fees arising out of any act or omission by the Company or its officers, employees, agents or subcontractors in connection with this License.

6. Immunity. It is specifically understood and agreed that nothing contained in this agreement shall be construed as an express or implied waiver by the University of its governmental immunity or of the governmental immunity of the State of Colorado, as an express or implied acceptance by the University of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the Colorado Governmental Immunity Act, C.R.S. Section 24-10-101 et seq., as a pledge of the full faith and credit of the State of Colorado, or as the assumption by the University of a debt, contract, or liability of the Company in violation of Article XI, Section 1 of the Constitution of Colorado.

7. Damage. Any damage, including but not limited to damage to facilities, equipment, personal property, or surfaces, caused by Company, its agents, employees, or contractors, shall be repaired to the University's satisfaction at the Company's expense. Notwithstanding this provision, however, Company shall not be liable for any such repairs with respect to damage caused by the sole negligence of the University or its officers, agents, or employees.

8. Insurance. Company shall carry sufficient insurance as stated in the Film Permit Guideline: <https://www.colorado.edu/today/film-television-and-photography-guidelines>

9. Fees. Company agrees to pay fees as outline in the Film Permit Guideline: <https://www.colorado.edu/today/film-television-and-photography-guidelines>

10. Program and Material Rights. For good and adequate consideration, the receipt of which is hereby acknowledged, Licensor hereby grants the Company the right to photograph, make recordings of and on, and otherwise enter and use the Premises for and in connection with the program. Visual recordings/photographs made on Premise will only be used for and only in connection with the program. This includes promotions, advertising, Internet posts and marketing connected with the program. With the exception of any University provided materials, University hereby acknowledges and agrees that the University has no right or interest whatsoever in any photography or recording of Premise, the program, or any results and proceeds of the Company's use of the Premise. This does not authorize the Company to use any trademark of the University without prior written authorization of the University.

11. Publicity Releases. It shall be the Company's sole responsibility and obligation to obtain any necessary publicity, image, and likeness releases and intellectual property rights for the program. Company agrees to 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 other similar claims.

12. University Identification. The University requires that no identifying features such as signs, logos, names of buildings, recognizable buildings and recognizable campus locations be included in the finished products unless otherwise stipulated.

13. Entire Agreement. This is the entire agreement and understanding between the parties, and no other authorization is necessary to enable the Company to use the Premises for the purposes herein contemplated.

14. Amendments. This Agreement may not be amended or modified except by a written instrument executed by each party. No representations or warranties are made by the University except as herein set forth.

15. Assignments. The rights herein granted to the parties are not assignable nor may the obligations imposed be delegated without the prior written consent of the parties.

16. Counterparts. This Agreement may be executed in any number of counterparts any one of which shall be deemed an original and all of which shall constitute together a single document.

17. Choice of Law. This Agreement shall be construed according to the laws of the State of Colorado.

18. Notice. Any notice or other communication hereunder will be in writing, and hand-delivered or sent via registered or certified mail, overnight courier, or confirmed facsimile transmission and will be deemed provided, if, (a) hand-delivered, on the date of delivery, (b) mailed, when deposited, postage prepaid, in the United States mail, (c) sent by overnight courier, one business day after delivery to such courier, or (d) sent by confirmed facsimile. Any notice or other communication will be addressed as set forth below, or to such other address as any party will advise the others in writing:

If to the University:
Office of Strategic Media Relations
University of Colorado Boulder
3100 Marine St., Rm 545
Boulder, CO 80309-0584

If to Company:
[please add appropriate address here]

19. Waiver. Waiver by any party of a breach of any provision of this agreement by the other party shall not operate as or be construed to be a waiver of any subsequent breach hereto.

IN WITNESS WHEREOF, the parties have caused this License Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE
UNIVERSITY OF COLORADO,
A BODY CORPORATE

---Company---

By: _____

By: _____

PRINTED NAME

PRINTED NAME

TITLE

TITLE

DATE

DATE