



Permit No. ____

UNIVERSITY OF MINNESOTA On-Campus Filming Permit

THIS ON-CAMPUS FILMING PERMIT (this “**Permit**”) is effective as of _____, 2017 (the “**Effective Date**”), and pursuant to which Regents of the University of Minnesota (“**University**”) grants the undersigned person (the “**Grantee**”) a non-exclusive, non-transferable, revocable, personal license to film on property of the University of Minnesota on the terms set forth below.

1. The Project. Grantee and its employees, agents, invitees, and contractors will have access to selected locations on University property to photograph, videotape, record and/or film as provided under this Permit. In particular, Grantee is producing:

_____ (the “**Project**”).

2. Term. The term of this Permit commences on the Effective Date and, unless terminated earlier, ends on December 31, 2017. In the event Grantee requires additional time to complete work related to the Project, the term may be extended with University’s prior written consent. Any extension of the term will require an additional payment by Grantee at a rate determined by University.

3. Filming Locations. In connection with the Project, Grantee will have access to the following University buildings and rooms (each, a “**Filming Location**”) on the following day or dates (each, a “**Filming Date**”):

<u>Filming Location</u>	<u>Filming Date</u>

To the extent Filming Dates for Filming Locations are to be mutually agreed upon, Grantee shall notify University in writing at least 10 business days prior to each Filming Date for each Filming Location.

4. University Materials. University grants Grantee a one-time, non-transferable, non-exclusive personal license to photograph, videotape or otherwise record solely in connection with the Project the following (the “**University Materials**”):

Unless University has granted its consent, Grantee shall not reproduce, distribute, make a derivative work based upon, publicly display or publicly perform a work reproducing a University Material in any work other than in connection with the Project. Unless University otherwise agrees, Grantee shall have access to photograph, videotape or record a University Material only during regular University business hours. University reserves the right to review and approve all photographing, videotaping, recording of a University Material.

5. Filming Permit Fee. The permit fee shall be \$_____. University shall deliver its invoice for the fee to Grantee. The invoice shall be due and payable in full within 30 days after delivery to Grantee.

University may deny Grantee and its employees, agents, invitees, or contractors access to a Filming Location if such fee has not been paid in full. The fee shall be non-refundable and non-creditable.

6. Use.

a. Non-exclusive use. Grantee acknowledges and agrees that University and its agents, employees, invitees, licensees and students may use any portion of a Filming Location at any time during the term of the Permit, so long as such use does not unreasonably interfere with Grantee's permitted use of the Filming Location.

b. Alterations; Signs; Liens. Absent University's prior written consent, Grantee shall not redecorate, change or alter a Filming Location or display any signs or advertising on or about University property. Grantee shall not permit to accrue, and shall indemnify and hold University harmless from, any liens for labor or materials provided to Grantee or its employees, agents, invitees, or contractors, or claimed to have been so provided.

c. No Hazardous Substances. Grantee shall not and shall not allow its employees, agents, invitees, or contractors to use, generate, store or dispose of on or about any University property, including a Filming Location, any hazardous substance, toxic chemical or pollutant.

d. Repairs and Restoration. Grantee shall promptly report to University any damage or loss to University property caused by Grantee or its employees, agents, invitees or contractors. At University's written request or at the end of the term of this Permit or of the Project, whichever occurs first, Grantee, at its sole cost and expense, shall restore each Filming Location and affected University property to their condition as of the Effective Date.

e. University Credit and Acknowledgment. If requested by University in writing, Grantee shall include an acknowledgement, reasonably acceptable to University, of University's contribution to and support of the Project.

f. Use of University Marks. No provision of this Permit grants Grantee a license, express or by implication, under any of University's trademarks, copyrights or other intellectual property. Grantee shall not use the name, logo or any mark of or associated with University or the name or a reproduction of a University building in the Project, in any promotion, publicity or advertising of the Project, or in any form whatsoever, without University's prior written approval in each instance. Grantee is expressly prohibited from altering University marks or creating its own branded signage using University marks.

g. Releases and Consents. Grantee shall be solely responsible for obtaining valid and enforceable releases, consents, or authorizations necessary or desirable for the Project, including, without limitation, releases or permissions to use images of persons or things included in any photography, filing, or video shoots. Grantee shall defend, indemnify and hold harmless University and its regents, employees, agents and contractors from and against any claims, suits or causes of action of any type arising out of the failure to secure such releases, consents or authorizations.

h. Permit Limitations; Copyright to Visual Art, Literary Works and Buildings. University, in certain instances, may not hold the copyright or have the right to grant a license under such copyright to visual art located on University property, including at museums, administrative buildings, and classroom buildings and including public art located on the grounds or exterior of buildings. Authors or publishers may own the copyright to books, articles, archive materials and

other works located at the University, including those at libraries and archives. The permission granted in this Permit pertains only to works to which University holds the copyright.

i. Food and Beverages. Grantee shall obtain University's prior written approval (which must be reasonably granted) before serving any food or beverages in a Filming Location. Grantee shall not permit its employees, agents, invitees or contractors to use, consume or possess alcohol or tobacco products on University property.

j. Compliance. Grantee's use of a Filming Location shall conform with all the terms and conditions of this Permit, all applicable University policies and rules, as amended from time to time (a "**University Policy**"), and all applicable federal, state and local laws, ordinances, rules and regulations (a "**Law**"). University may bar Grantee or its employees, agents, invitees or contractors access to a Filming Location if Grantee breached this Permit or if the Project will violate a University Policy or Law.

k. Security and Additional Services. Grantee shall reimburse University, or pay directly, for any costs of providing additional security as required by University and for any costs of any other services requested by Grantee which exceed the usual services provided by University to the Filming Location.

7. Liability.

a. Except as otherwise provided in this Permit, each party shall be solely liable for its and its employees', agents', invitees', and contractors' negligent, willful and intentional acts and omissions related to this Permit or the Project.

b. Grantee shall be liable to University for all losses and damages to real, personal or other property of University or of its employees, agents, invitees, or contractors caused by Grantee or Grantee's employees, agents, invitees, or contractors, unless the loss or damage was caused by University's intentional or grossly negligent acts or omissions.

c. University shall not have any liability to Grantee or to its employees, agents, invitees, or contractors for loss or damage to any personal or other property of Grantee or its employees, agents, invitees, or contractors, unless the loss or damage was solely caused by University's intentional or grossly negligent acts or omissions.

8. Indemnification. Grantee agrees to defend (with counsel reasonably acceptable to University), indemnify, and hold harmless University from and against all claims, actions, damages, judgments, fines, liabilities, and expenses (including attorneys' and other professional fees) arising from or in connection with (i) the Project; (ii) the negligent or wrongful acts or omissions of Grantee's employees, agents, invitees, or contractors; or (iii) Grantee's failure to perform or comply with any of the covenants, Permits, terms, provisions, conditions, or limitations contained in this Permit.

9. Insurance. Grantee shall provide University with a certificate of insurance or other acceptable evidence of Commercial General Liability insurance with a minimum limit of \$1,000,000 per occurrence upon the signing of this Permit. Grantee shall maintain workers' compensation insurance to the extent required by law. The Commercial General Liability insurance must be written by insurance companies with an A.M. Best rating of A-VII or better and licensed and authorized to do business in the State of Minnesota and shall name Regents of the University of Minnesota as an additional insured.

10. Representations and Warranties. University disclaims all warranties, express or implied concerning a Filming Location. Access to each Filming Location is offered and accepted “as is” and “with all defects.”

11. Notices. All written notices from one party to the other shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed by the receiving party), or by a recognized overnight courier service or by certified United States mail, return receipt requested, to Grantee to the address set forth in this Permit and to University to:

University of Minnesota
Office of University Relations
Attention: _____
3 Morrill Hall
100 Church Street S.E.
Minneapolis, MN 55455
Facsimile No.: (612) 624-6369
E-mail Address: filming@umn.edu

12. Default. Grantee acknowledges that this Permit represents a grant of a revocable license only, and not an easement or lease. In the event of a default by Grantee in the performance of any term or condition of this Permit, University may immediately terminate the Permit and Grantee’s related rights and licenses.

13. Limitation of University Liability. IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE PERMIT OR THE PROJECT. UNIVERSITY’S TOTAL LIABILITY FOR BREACH OF THIS PERMIT SHALL NOT EXCEED THE FILMING PERMIT FEE PAID BY GRANTEE.

14. Unavailable Filming Location. University shall not be responsible for any delays or failure to perform any obligation under this Permit due to acts of God, strikes or other disturbances, including, without limitation, terrorist acts, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party (“**Act of Force Majeure**”).

University shall refund to Grantee the full amount of the Filming Permit Fee if none of the agreed upon Filming Locations is available for Grantee’s use on the agreed upon Filming Dates, provided the Filming Locations are unavailable due to University’s acts or omissions (excluding an Act of Force Majeure).

15. General Provisions. This Permit shall be amended only in a writing duly executed by University and Grantee. Grantee shall not and shall not have any right, power or authority to assign its rights under this Permit. No waiver by University of any default or nonperformance by Grantee shall not be deemed a waiver of any subsequent default or nonperformance by Grantee. This Permit shall be governed and construed in accordance with Minnesota law. In order to be effective, all consents or approvals required under this Permit shall be in writing. A party may, in its sole discretion, withhold, delay or condition its granting of consent, permission or approval. This Permit is made for the sole protection and benefit of University and Grantee, and no other person shall have any right of action under this Permit.

The parties have executed, delivered and entered into this Permit as of the Effective Date.

Regents of the University of Minnesota

By: _____
Name:
Title:

Grantee:

By: _____
Name:
Title:

Accepted and Agreed

Grantee's Mailing Address:

Sample