LOCAL AGREEMENT

FOR PURPOSES OF CONDUCTING

VISUAL AND/OR AUDIO PRODUCTION ACTIVITIES ON INDIANA UNIVERSITY CAMPUSES

made this day of , 20\_

by and between

THE TRUSTEES OF INDIANA UNIVERSITY, a body politic created under the laws of the State of

Indiana, with its principal place of business located at Indiana Memorial Union, Bloomington, Indiana,

47405, hereinafter referred to as "University";

and

, a

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation, with its principal place of business located at

,

,

hereinafter referred to as "Production Company."

WITNESSETH:

WHEREAS, Production Company desires to film, photograph, and/or convey electronically images and sound (“Production Activities”) on or from the campus of University (the “Premises”) owned by the University on or about [Insert Date(s)]; and

WHEREAS, the University desires to permit such Production Activities;

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. In consideration for the rights granted herein, and subject to the execution of this agreement, Production Company shall provide University with payment in the amount of $\_\_\_\_\_\_, and other good and valuable consideration, receipt of which is hereby acknowledged.

2. In consideration of the University permitting Production Company to enter its campus and conduct Production Activities, Production Company agrees to indemnify, defend, and hold harmless University from and against any claim, damage, liability, injury, expense ,or loss, including but not limited to reasonable attorneys' fees and costs, by reason of any suit, claim, demand, judgment, or cause of action initiated by any person, arising out of or in connection with Production Company's use of the Premises, whether the same results from the negligence, solely or jointly with Production Company, of the University or the University's employees or otherwise, it being the intent of this provision to absolve and protect the University from any and all loss including loss due to its own negligence. Production Company specifically agrees to assume the risk of the above-stated losses, and this provision is specifically desired by the parties and has been bargained for. University shall retain the right to be represented by counsel of its own choosing reasonably acceptable to Production Company and/or Production Company's insurer at Production Company's reasonable expense as set forth above.

3. Company additionally agrees to indemnify, defend, and hold harmless University from and against any claim, damage, liability, injury, expense, or loss, including but not limited to reasonable attorneys’ fees and costs, arising out of or related to any suit, claim, demand, judgment, or cause of action initiated by any person alleging infringement or violation of any intellectual property rights arising out of Production Company’s Production Activities.

4. a. Production Company agrees to procure and maintain insurance coverage as provided in Paragraph 4.b below prior to entering the University's premises and to name the University as an additional insured thereon. Failure to meet this requirement shall be considered cause for University to terminate this Agreement.

b. Production Company shall carry at its own expense and with satisfactory insurance companies as determined by the University's Office of Insurance, Loss Control & Claims (“INLOCC”), and will cause subcontractors to carry at their own expense and with satisfactory insurance companies as determined by INLOCC, insurance including Worker's Compensation, Property Insurance for the Premises, Comprehensive General Liability, Automobile, Contractors Property, and Employers Liability in the minimum limits as set forth in Attachment A. With respect to the Property Insurance for the Premises, University is to be named as additional insured and loss payee. This insurance will be primary coverage over any insurance the University may carry. Certificates of insurance evidencing the coverage required above shall be filed with INLOCC, 2805 E. 10th St, Rm 110, Bloomington, IN 47408, FAX 812-855-9320 no later than five (5) business days prior to the commencement of Production Activities on the Premises.

5. a. Production Company agrees that all persons working for or on behalf of Production Company whose duties bring them upon the University's premises shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers.

b. Production Company shall be responsible for the acts of its employees and agents while on the University's premises. Accordingly, Production Company agrees to take prudent measures to prevent injury and loss to persons or property located on the Premises. Production Company shall promptly repair, to the specifications of the University, any damage that it, or its employees or agents, may cause to the University's premises or equipment; on Production Company's failure to do so, the University may repair such damage and Production Company shall reimburse the University promptly for the reasonable cost of repair. Production Company agrees that it shall obtain INLOCC’s written permission and consent before any material alternations, additions, “set dressings,” or other modification(s) to the Premises, whether temporary or permanent, are undertaken.

c. Production Company agrees that, in the event of an accident of any kind, Production Company will immediately notify INLOCC and thereafter furnish a full written report of such accident.

d. Production Company shall perform the activities contemplated in this Agreement without interfering unreasonably with the activities of the University's faculty, students, staff, or visitors.

6. Production Company shall not portray the University, its premises or its students, faculty, or staff in a defamatory manner or in any manner that would injure their good name and reputation as determined by University in its sole discretion. Further, Production Company will not represent in any way that University is responsible for, has endorsed, or is connected in any way with Production Company's enterprise or the content of any screenplay or advertising.

7. All rights of every kind and nature whatsoever in and to all visual and aural recordings ("Captured Media") made hereunder in connection with use of the Premises by Production Company shall be and remain the sole and exclusive property of Production Company. However, Production Company shall use such Captured Media solely in conjunction with [Insert Description of Project and/or Title of Film]. The use of this Captured Media in any other project except that which is defined in this paragraph is prohibited unless the Production Company obtains written permission and license from the University. Said permission and license may require additional payment of fees by the Production Company. Except for any actions arising out of a breach of Paragraph 6 above or Paragraph 7, neither University nor any other party now or hereafter claiming an interest in the Premises and/or interest through Production Company shall have any right of action against Production Company or any other party arising from or based upon any use or exploitation of said Captured Media so long as any use or exploitation is consistent with the purposes set forth in this paragraph. Production Company agrees to provide University with a finished copy of the product that results from the Production Activities and Production Company hereby grants the University the irrevocable right in perpetuity to use clips from the finished copy for educational or promotional purposes.

8. University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to inventory, equipment, tools, materials, supplies and other personal property of Production Company or its employees, subcontractors, or materialmen, and in no event shall University be responsible in any way for services or equipment provided by others by to Production Company, including without limitation, performer or participant fees and/or benefits, and transportation of performers or participants.

9. University represents, warrants, and agrees that:

(a) University is the sole and exclusive legal owner of the Premises and has the full right, power and authority to grant the Production Company the rights granted to Production Company hereunder;

(b) University will take no action nor allow or permit or authorize any third party to take any action which might interfere with Production Company's full use and quiet enjoyment of the

Premises in accordance with the terms hereof; provided, however that a representative from University may accompany Production Company at any time, or at all times, while on the Premises to confirm Company’s compliance with the terms of this Agreement.

10. Production Company shall not use or depict the University's name, trademarks, service marks and/or logos without the express written consent of the University.

[OR, if incidental use of IU’s name or trademarks may be included in the Production Company’s Captured Media use the following:]

University hereby grants to Production Company, the limited, non-exclusive, royalty free license to use the Indiana University name and Indiana University Interlocking Block IU logo (the “Trademarks”), which for the purpose of this Agreement, shall be deemed to include use within the Production Activities. Production Company agrees to use the Trademarks in a careful and prudent manner and agrees that no characters, content, events, or any other aspect of use associated with the Production Company will undermine the mission and academic standards of University as determined by University in its sole discretion. It is understood that if another third party organization’s or individual’s name, image, likeness, or intellectual property appears in the Production Activities, that Production Company is responsible for securing all necessary permission and rights for such use. Nothing herein shall be interpreted to grant any such rights on behalf of any third party. Production Company agrees to use the Trademarks solely in connection with the Production Activities and that any advertising and/or promotional use of the Trademarks shall be limited to clips or photos of the Production itself; provided, however, that nothing herein shall require Production Company to use the Trademarks in the Production Activities or any advertising or promotion. The grant of license shall not indicate an endorsement by University of the Production Activities or of the Production Company. Production Company acknowledges that by this Agreement, it acquires no right, title or interest in and to the Trademarks whatsoever other than to use the Trademarks in accordance with the terms and conditions hereof, and within the limited scope of the Production Activities contracted for herein. The use of the Trademarks may not be assigned, transferred, shared or divided, except to related entities, in any manner by the Production Company with prior written consent in each instance.

11. Production Company agrees to be responsible for all costs incurred by University in connection with Production Company's activities on the Premises, including, but not limited to, security, crowd control, clean-up, food service, parking, and repair, and Production Company agrees to reimburse University immediately upon receipt of invoices from University. Requirements and costs for security services, crowd control, parking, staff support, food services and any other required services will be established on a case by case basis after an analysis of the scope and magnitude of the Production Activities. The requirements and costs, after agreed to by University and Production Company, will become an addendum to this Agreement. Following the Production Activities, the University shall submit an invoice to the Production Company setting forth the costs, fees, and expenses incurred during such activities. The Production Company shall remit payment to the University for these amounts within fourteen (14) days of receipt of the invoice.

12. At the beginning of Production Activities, representatives of Production Company and University shall inspect the Premises, noting any problems, defects, or extraordinary wear and tear that may exist at each location within the Premises. At the conclusion of the Production Activities, representatives of Production Company and University shall re-inspect the Premises to establish the condition thereof and to determine if there has been any damage sustained during Production Activities, normal wear and tear excepted. In the event of a dispute over whether damage to the Premises has occurred, the determination of the University shall be conclusive. Production Company shall reimburse University for the costs of restoring the Premises to their condition prior to Production Activities.

13. If the Premises become unavailable due to natural disaster, destruction, or weather conditions, the parties may either mutually cancel this Agreement or extend the date(s) for conducting Production Activities provided herein. In no event, however, will University be liable to Production Company for failure of Production Activities due to circumstances beyond University’s reasonable control, including but not limited to, natural disaster, epidemic, interruption or delay of transportation services, illness of essential participants of Production Company, or defective equipment.

14. Should this Agreement be signed before the Production Company has confirmed plans for for-profit distribution, University reserves the right to renegotiate fees for licensing and use of its trademark, locations, and name when the Production Company begins for-profit distribution, whether by the Production Company’s own direct means, or by the use of an established distribution company. Distribution includes, but is not limited to, display in movie theaters, sale of DVDs & Blu-Ray disks, and internet streaming & download systems.

15. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UNIVERSITY, ITS AFFILIATES, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE TO PRODUCTION COMPANY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LIQUIDATED, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE, OR CONTENT), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE, EVEN IF UNIVERSITY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

16. Production Company and any of its contractors shall follow all Indiana University policies regarding COVID-19 Health and Safety, including any and all other requirements or recommendations provided in Indiana University’s most current Public Safety Advisories or Public Health and Safety Guidance. Further, Production Company, including any and all of Production Company’s personnel, hereby acknowledges and agrees that it shall follow all IU COVID-19 Requirements and Safeguards located at the following link: <https://www.iu.edu/covid/index.html>. Production Company acknowledges the COVID-19 pandemic is a rapidly involving situation and Production Company will follow the latest IU COVID-19 Requirements and Safeguards at the time of filming. This includes monitoring the link for any changes to IU COVID-19 Requirements and Safeguards.

17. Either party may terminate this Agreement upon thirty (30) days’ written notice to the other party; provided, however, that University may terminate this Agreement immediately in the event of a material breach by Production Company of any of the terms and conditions contained herein.

18. University and Production Company enter this Agreement as independent contractors, and nothing herein shall be interpreted to create any association, partnership, joint venture, or agency between them. University’s participation in this Agreement shall not be considered or represented as an endorsement of Production Company.

19. Neither party may assign this Agreement, or any portion thereof, without the express written consent of the other.

20. This Agreement shall be governed and construed in accordance with the internal laws of the State of Indiana, and any disputes arising hereunder shall be resolved by a court of competent jurisdiction in the State of Indiana. The parties hereby submit to the personal jurisdiction of such courts and waive any defense of *forum non conveniens.*

21. This Agreement constitutes the entire understanding between the Parties and replaces any and all prior written and oral agreements between the Parties with respect to the subject matter hereof. It is understood that any modification, addition, or deletion must be in written form signed by both Parties. In the event of any conflict between this Agreement and any writings, forms, or documents of Production Company, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year first above written.

**The Trustees of Indiana University Production Company**

By: By:

Donald S. Lukes,

Treasurer Printed Name:

Date: Title:

Date:

**Attachment A**

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| **Coverage** | **Limits** |
| Worker’s Compensation | Statutory |
| Employers Liability | $100,000.00 |
| Commercial General:  Combined single liability, including but limits for bodily injury and not limited to, Products, Property Damage, Contractual, Fire, Legal, and Personal Injury | $1,000,000.00 |
| Contractor Property:  Cost value for Insurance; | Full Replacement |
| Property Insurance for Leased Premises | $1,000,000.00 All Risk Coverage |
| Automobile Insurance | $1,000,000.00 |