

## **Request to Film Form**

**This form does not ensure that permission will be given to film on The University of Alabama campus. Approval to film is the sole discretion of The University of Alabama.**

This request to film form will be evaluated and a decision will be made based on the following factors:

- the project does not interfere with the educational, research and normal program functions or previously scheduled events of UA
- the project does not pose a security or safety risk
- the project does not compromise the privacy of any faculty, staff or student at UA
- the project does not include any potential logistical problems
- the project must be appropriate and protective of the intrinsic value of The University of Alabama name and deemed consistent with interest of UA

**If the Request to Film is approved, a location agreement will sent. The UA Location Agreement can take five to seven business days to process.**

Name of Project:

Name of Production Company/Producer/Responsible Representatives:

Proposed Dates of Filming:

Detailed Description of Project:

Proposed Filming Locations:

Additional Services Requested (parking/ police assistance, etc);

## UA Location Agreement

DATE: \_\_\_\_\_

JOB # \_\_\_\_\_

This agreement relates to the property located at: **The University of Alabama, Tuscaloosa, Alabama (the "Location")**.

**Subject to the conditions, limitations and provisions described herein**, The Board of Trustees of The University of Alabama, a public corporation, for and on behalf of The University of Alabama ( the "University") hereby grants to \_\_\_\_\_ and its employees, agents, and clients the right to enter and remain upon the Location with personnel, equipment, sets and facilities for the following dates \_\_\_\_\_, for the sole purpose of filming one or more \_\_\_\_\_ ( the "Project"). This agreement in no way relieves \_\_\_\_\_ and its employees, agents, or clients from obeying any of the guidelines, restrictions or prohibitions laid out in any agreements generated by the University and signed by a representative or representatives of \_\_\_\_\_. The permission herein does it guarantee vehicle parking near each photography site on the Location. The University will make reasonable efforts to accommodate \_\_\_\_\_ vehicle parking upon reasonable advance notice from \_\_\_\_\_ of the site(s) at the Location for each photography session and the dates and times of such sessions. Unless otherwise consented to by the University, the hours of use shall be between sunrise and sun set. Not less than five (5) days prior to the first date of use of the Location, \_\_\_\_\_ shall furnish the University with a list of the sites on the Location for each photography session and anticipated dates and the times of use for each site. \_\_\_\_\_ will use its best efforts to conduct its production activities in a manner minimizing disruption to classroom and educational activities and the business activities of the University.

The University hereby grants to \_\_\_\_\_ and its clients the right to use the photographic likeness of the above location for broadcast television, print or any other media only for the Project.

All photographs, video tape, and film shot by \_\_\_\_\_ on or about the Location, and all worldwide copyrights therein, shall be the sole and exclusive property of \_\_\_\_\_, free of all claims by the University or any other party now or hereafter having an interest in the Location.

Without the University's prior permission \_\_\_\_\_ shall not remove, alter and rearrange any trees, shrubbery, plantings, furniture, fixtures and equipment situated at sites at the Location, nor bring onto the Location equipment or other property that the University, in its sole opinion, may deem hazardous or present a nuisance to the Location. \_\_\_\_\_ shall not paint or otherwise make any physical changes or alterations to the grounds or any structure on the Location without the University's express prior consent.

It is understood that the dates may need to change due to weather conditions or changes in production schedules, for the purpose of filming material for a television commercial being produced by \_\_\_\_\_. Dates and times of use of each site may be re-scheduled and extended by \_\_\_\_\_ on reasonable notice and in consultation with the University if necessary to complete the photography; provided, however, that any such re-scheduling or the need for additional days of use is subject to accommodating the University's prior commitments.

All property placed on the Location by, at the direction of, or with the consent of \_\_\_\_\_, its employees, agents, contractors, licensees, or invitees, shall be at its

risk or the owner thereof. \_\_\_\_\_ agrees that the University shall not be liable for any such loss or damage to such property resulting from any cause whatsoever. Any property left on the Location by the last date of use shall be deemed to belong to the University who may cause such property to be removed and disposed of at \_\_\_\_\_ expense.

In the event \_\_\_\_\_ desires security personnel for crowd control, then \_\_\_\_\_, at its cost and expense, shall obtain the same from the University. Unless expressly approved by the University, \_\_\_\_\_ may not utilize on the Location security services provided by third parties.

For, and in, consideration of the rights herein granted, \_\_\_\_\_ agrees to pay the under signed, subject to photography actually taking place, the sum of **\$ 0**.

\_\_\_\_\_ agrees to indemnify and save the University harmless from all claims, liabilities, suits and damages of any kind whatsoever by any person, firm, corporation, entity, or governmental authority which may be made, brought against or incurred by the University in connection with, attributable to, or resulting from \_\_\_\_\_ use of the Location, including, without limitation, bodily injury or death to any person and any loss or damage to the University's personal property. In addition, \_\_\_\_\_ agrees to repair, replace, or reimburse the University promptly for the cost of replacing or repairing loss or damage to the Location caused by \_\_\_\_\_ or any party acting under its authority or under contract with it. \_\_\_\_\_ also covenants and agrees, at its sole cost and expense, to save harmless the University from and against all judgments, costs, counsel fees, expenses and liabilities incurred in connection with any such claim and any action or proceeding brought thereon, and in case any action or proceeding is brought against the University by reasons of any such claim, \_\_\_\_\_ upon notice from the University will resist and defend such action or proceeding by qualified counsel.

The University makes no warranties or representations concerning the physical condition of the Location. The University shall be under no obligation to (i) provide \_\_\_\_\_ with any services other than those expressly described herein or (ii) endorse the Project or in any way have the University's name or likeness used as an endorsement of any product or service without the Owner's prior express written consent. Any use of the University trademarks, name, or other indicia by \_\_\_\_\_, including by any actors, on clothing, set dressing, or otherwise is prohibited without the prior written consent of the University.

\_\_\_\_\_ shall obtain and maintain public liability insurance with a deductible of not more than \$1,000 and limits of not less than \$1,000,000 per occurrence insuring against all liability of \_\_\_\_\_ and its authorized representatives arising out of or in connection with \_\_\_\_\_ use and occupancy of the Location and property damage liability insurance with a deductible of not more than \$2,500.00 and a limit of not less than \$1,000,000.00 per occurrence. \_\_\_\_\_ also shall obtain and maintain adequate workmen's compensation insurance and automobile insurance. The insurance policies shall name the University as an additional insured. Prior to its use of the Location, \_\_\_\_\_ shall furnish to the University with a certificate of insurance evidencing the same.

If \_\_\_\_\_ should breach or default on any of the material terms and provisions hereof and fail to cure or remedy the same within 24 hours after notice, oral or written, from the University, then the University immediately may terminate this Agreement and revoke the permissions herein granted; provided, however, that any such termination shall not relieve Producer from completing and fulfilling its obligations to remove its property from the Location and to repair or pay the University for any damages to the Location.

The undersigned hereby warrant and represent that that each of them has full right and authority to enter into this agreement and grant the rights herein granted.

This Agreement and its attachments, if any, contain the entire understanding of the parties and may not be amended or changed except in writing signed by the parties.

Any number of counterparts of this Agreement may be executed by execution of separate signature pages by each of the parties and transmission by facsimile/telecopier, expedited delivery service, and/or U.S. mail for assembly into an integrated document or otherwise as the parties may agree. Each such counterpart thus executed shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

This Agreement shall be construed in accordance with and governed by the law of the State of Alabama without regard to conflicts of law principles.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have signed this agreement on the date shown below.

AGREED AND ACCEPTED:

For:

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

PRINT \_\_\_\_\_

THE BOARD OF TRUSTEES OF THE  
UNIVERSITY OF ALABAMA

By \_\_\_\_\_

Julie Shelton  
Associate Vice President for Finance  
The University of Alabama

Date \_\_\_\_\_