

STATE OF NORTH CAROLINA

COUNTY OF WAKE

Rev. 9/14

FILMING/PHOTOGRAPHY LOCATION AGREEMENT

THIS LICENSE AND USE AGREEMENT (“Agreement”) is made as of the date of the last signature below (the “Effective Date”) by and between **NORTH CAROLINA STATE UNIVERSITY** (“NC State”) and _____ (“User”). NC State and User may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

WHEREAS, NC State owns and controls the property and location described herein (“Location”); and

WHEREAS, User desires to use the Location for the limited times and purposes set forth herein; and

WHEREAS, NC State desires to permit User’s use of the Location pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Permitted Use.** User agrees that all filming, taping, and or photography, from beginning of set up through clean up, shall take place only in the Location(s), dates, times, and for the sole purposes set forth in Exhibit A, attached hereto and incorporated herein (collectively the “Activity”).
2. **Expenses.** User shall be responsible for any and all expenses incurred by NC State in support of or as a result of User’s Activity (“Expenses”). Such Expenses may include, but are not limited to, cleaning costs, security costs, parking fees, and setup and takedown costs above. User agrees to be responsible for all Expenses and User shall remit payment for all Expenses within thirty (30) days of receipt of an invoice from NC State.
3. **User’s Obligations.**
 - a. **Location Rules.** NC State reserves the right to control and manage the Location and to enforce all necessary and proper rules for management and operation of the same.
 - b. **Compliance With Applicable Law.** User shall conduct the Activity in an orderly manner in full compliance with all NC State policies, regulations, rules, and practices and with all applicable federal, state and local laws.

- c. **Alterations.** User shall not make alterations or modifications to the Location or any equipment contained thereon without the prior written approval of NC State.
 - d. **Activity Conclusion.** The Activity and all use of the Location shall terminate no later than the time and dates specified in this Agreement.
 - e. **Reimbursement.** User shall be solely responsible for all damages to buildings, grounds, and equipment, arising out of the conduct of the Activity or use of the Location, including the actions of Activity participants and attendees, and shall promptly reimburse NC State the actual cost of repairing or replacing any such damaged property.
 - f. **Abandoned Property.** Any property left at the Location shall, after a period of ten (10) days from the end of the Activity, be deemed abandoned and shall become property of NC State to be disposed of or utilized at NC State's sole discretion. User shall be responsible for any disposal costs incurred by NC State.
4. **Termination.** Either Party may terminate this Agreement upon written notice to the other Party. In the event of termination by User, User shall be obligated to make full payment of any Expenses incurred by NC State up to the date of receipt of the notice of termination. User's failure to comply with any of the terms and conditions of this Agreement is grounds for immediate termination of this Agreement by NC State.
5. **Force Majeure.** If the Location is rendered unsuitable for the conduct of the Activity or if the Activity itself must be cancelled by reason of fire, earthquake, hurricane, flood, act of God, strikes, work stoppage or other labor disturbances, riots or civil commotions, war or other act of any foreign nation, power of government, governmental agency or authority, or any other cause which is beyond the control of NC State or User, the Parties are released from their obligations under this Agreement.
6. **Film Ownership.** User will own the copyright to the film/photographs/video (hereafter, "Film") produced pursuant to the Activity. User agrees to provide one copy of the Film to NC State, and grants to NC State a royalty-free, perpetual, non-exclusive, non-transferable copyright license to copy, distribute, display, perform, make derivative works, and otherwise use the Film for non-profit educational and research purposes; provided, NC State shall give appropriate credit to the User.
7. **Release.** NC State assumes no responsibility whatsoever, for any property placed on the Location. User agrees to release and hold harmless NC State from any and all liabilities for any loss, injury or damages to person or property that may be sustained by reason of the use of the Location or User's Activity under this Agreement.
8. **Indemnification.**

- a. User shall indemnify, defend and save harmless the State of North Carolina and NC State along with its trustees, officers, employees and agents, from any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and nature incurred, asserted or imposed against the State of North Carolina and/or NC State by reason of any accident, injury (including death), or damage to any person or property howsoever caused, arising from or connected with the Activity or User's use of the Location. If User is a state or federal government agency, indemnification is not required where prohibited by law. This representation and warranty shall survive the termination or expiration of this Agreement.
- b. User will be solely responsible for obtaining any necessary publicity releases and intellectual property rights for the Activity, and further will indemnify NC State from any and all claims based on infringement of intellectual property rights and claims based on invasion of privacy, misappropriation of likeness and similar claims arising from or related to the Activity. User agrees to pay an and all fees or royalties required to be paid on material subject to copyright, and to hold NC State harmless from any liability for such fees or royalties.

9. **Use of NC State's Name, Marks, Symbols, and Images.** NC State shall have the right to review in advance and approve all advertising, promotional or marketing materials which use NC State's name, symbols, service marks, identifiable buildings or landmarks, logos or other trademarks or images (hereinafter "Marks). User will not utilize the Marks to imply endorsement or other association with User without NC State's written consent in advance of such use.

10. **Insurance.**

- a. At all times during the Activity, User, at its sole cost and expense, shall purchase and maintain the following policies:
 - i. Commercial General Liability insurance, using form ISO CG 00 01 or equivalent, covering the Activity contemplated by this Agreement, including coverage for public liability, bodily injury and property damage, with combined single coverage limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) aggregate; and,
 - ii. Worker's compensation insurance, where required by North Carolina law; and,
 - iii. Such insurance as required by federal, state or local laws, codes or regulations.

b. All insurance policies required to be purchased under this Agreement shall be issued by insurance companies with an A.M. Best rating of “A” or better, and shall be issued by companies qualified to do business in the State of North Carolina. Such insurance shall be issued in the name of User with NC State and the State of North Carolina named as additional insureds, using ISO Form CG 2026 or equivalent. User agrees that the insurance shall be primary coverage and shall contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against NC State. The certificate of insurance shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed, or modified without reasonable prior written notice to NC State. User shall provide to NC State each policy or certificate of insurance evidencing such policy issued on Accord Form 25 or equivalent, at least five (5) business days prior to the start of the Activity.

11. **Assignment.** This Agreement is personal and User shall not assign this Agreement or any privileges granted hereunder, nor allow any other person, group, or entity to use the Location during the time of the Activity without the prior written consent of NC State.

12. **Relationship of the Parties.** User and its representatives, agents, contractors, and employees have no employment relationship, no joint venture nor partnership with NC State with respect to the subject matter of this Agreement.

13. **Notices.** All notices shall be hand delivered, sent by private overnight mail service, or sent by registered or certified U.S. mail and addressed to the Party to receive such notice at the address given below, or such other address as may hereafter be designated by notice in writing:

If to NC State:

Creative Services
3210 Faucette Dr.
Raleigh, NC 27695-7603

If to User:

14. **Survival.** All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or terminate date of this Agreement unless specifically provided otherwise herein, or unless superseded by applicable federal or state statutes of limitations.

15. **Entire Agreement.** This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.
16. **No Waiver.** The waiver by NC State of any agreement, condition, or provision contained in this Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in this Agreement, nor will any custom or practice that may develop between the Parties in the administration of the terms of this Agreement be construed to waive or lessen the right of NC State to insist upon User's performance in strict accordance with the terms of this Agreement.
17. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, which shall be the exclusive venue for any legal proceedings arising from or incident to this Agreement.
18. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, User and NC State have executed this Agreement in duplicate originals, one of which is retained by each of the Parties, effective as of the date of the last signature below as indicated by the signatures of their authorized representatives.

USER

By: _____
Name: _____
Title: _____
Date: _____

**NORTH CAROLINA STATE
UNIVERSITY**

By: _____
Name: _____
Title: _____
Date: _____

Authorized by:

Name: _____
Title: _____
Date: _____

EXHIBIT A