**FILMING AGREEMENT**

**BETWEEN**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AND**

**MIDDLE TENNESSEE STATE UNIVERSITY**

This Filming Agreement (“Agreement”) is entered into as of the date of the final signature below (“Execution Date”), by and between Middle Tennessee State University, hereinafter referred to as the “Institution” and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Licensee” and shall become effective commencing upon the start date of the contract term as outlined in the Agreement (“Effective Date”).

W I T N E S S E T H:

Whereas Licensee wishes to utilize Institution-owned or leased sites and facilities for a one-time use only and only for the production of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “Program”. The Institution is willing to allow such filming based on the terms and conditions set forth herein.

1. **Purpose**. The purpose of this Agreement is to allow Licensee to film at the campus of Institution, specifically, the following locations, hereinafter referred to as “Premises”:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **Term of Agreement.** Institutionhereby grants to Licensee and its employees, agents, and contractors the non-exclusive right to enter and remain upon Premises with personnel and equipment for the sole and express purpose of recording and photographing scenes live or on tape, film, or by any other process on Premises solely for use in connection with, or as part of, Program on the following dates, at the following times:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 This term may be extended by mutual agreement in writing of the parties. Licensee may, upon written request to the Institution and subsequent written approval from the University, re-enter and use Premises for such periods as may be reasonably necessary to photograph re-takes or added scenes, etc., desired by Licensee upon the same terms and conditions contained in this Agreement.

1. **Termination.** This Agreement may be terminated without notice upon grounds that Premises have been rendered unusable or due to an act of God subject to Paragraph 18 Force Majeure. This Agreement may also be terminated by Institution pursuant to the terms of Paragraph 6 Care of Premises. Institution may also terminate this Agreement if it becomes aware of any threat to personal or public safety arising from the production of the Program. Otherwise, either party may terminate this Agreement by giving the other party at least five (5) days’ notice before the effective date of termination.
2. **Hold Harmless; Release.** Licensee shall release, indemnify, and hold harmless the Institution and the State of Tennessee, its employees, trustees, officers, and agents from any and all liability, claims, suits, actions, damages, settlements, and expenses, including attorney’s fees, arising out of injury to person, damages to property, claims based on alleged defamation or infringement of right to copyright, trademark, service mark, or other intellectual property, or rights to privacy and/or any and all other damages in connection with Licensee’s activities and use of the Premises. This representation and warranty shall survive the termination or expiration of this Agreement.

 Licensee agrees to assume all responsibility for obtaining necessary consent from all persons who are filmed or photographed and will inform all such persons that the filming is not an Institution project and is not being done at the Institution’s request. Licensee will indemnify Institution from liability for unauthorized publication or improper use of any person’s image or likeness without their consent.

1. **Insurance.** Licensee agrees to furnish proof of insurance or performance bond upon request by the University as required by MTSU Policy 100 Use of Campus Property and Facilities Scheduling.

6. **Care of Premises.** Licensee agrees to cause no damage or harm to Premises. Prior to the commencement of filming, Licensee will provide Institution with a filming schedule indicating each location where filming is to take place and further indicating what, if any, additional scenery, props, etc. will be used to dress any location. Licensee must receive advanced express approval of any alterations that are to be made to University property. Upon completion of filming at a given location, the Licensee shall remove all scenery and props, clean the location, and pay all costs for restoring and/or repairing Premises due to damages resulting from the activities of Licensee, its employees, agents, contractors, and anyone associated with Licensee in any capacity.

7. **Campus Operation and Disruption.** Licensee agrees to use its best efforts to prevent its activities from interfering with normal operations of Institution. Institution reserves the right to impose reasonable restrictions on Licensee’s activities to ensure that such interference with normal operations does not occur. If the filming is deemed by Institution to be unreasonably disruptive to normal operations, Licensee shall correct the condition, or Institution may cause this Agreement to be immediately revoked and remove Licensee from Premises.

While on Institution property, all personnel connected with Licensee or its contractors must abide by Institution rules and regulations and cooperate with other campus users, administrators, faculty, staff, and students. Licensee and its contractors, employees, and agents will comply with the reasonable instructions of Institution personnel. Institution reserves the right to require Licensee to remove from Premises any person whose conduct is not conducive to the maintenance of an educational environment.

Licensee agrees that it will be supervised by Institution personnel at all times while on Premises to ensure compliance with Institution rules and regulations and this Agreement.

\*All students who do not wish to be filmed must be given the opportunity to move out of frame before filming commences.

8. **Public Safety and Indemnity.** Licensee agrees to conduct its activities on Premises so as not to endanger any person or property, and to indemnify and hold Institution harmless from any and all liabilities arising out of its use of Premises including, but not limited to, personal injury, property damage, court costs, and attorney’s fees.

9. **Equipment, Services, Supplies Provided by Institution.** Licensee shall reimburse Institution for equipment, supplies, utilities, or other services provided by Institution to the License. Reimbursement shall be on the basis of Institution’s cost of, or nominal charges for, said items or services. Use of equipment, supplies, or other services shall require prior written approval of the department head whose equipment, supplies, or other services are being utilized by Licensee.

10. **Use of Institution Personnel.** Licensee agrees to pay for the services of Institution personnel, should it require their services. The expense of Institution personnel furnished for Licensee’s benefit shall be reimbursed by Licensee to Institution at each individual’s respective regular hourly rate, and overtime rate that may apply, plus benefits.

11. **Campus Parking.** Licensee and its agents, contractors, and employees shall comply with Institution’s parking and vehicle access rules and regulations. Any special parking arrangements shall be made in advance with Institution’s Office of Parking and Transportation Services. Nothing in the foregoing shall be interpreted as requiring the Office of Parking and Transportation Services to grant any such special arrangement.

12. **Image Rights.** Subject to Paragraph 13 Use of the Premises, Licensee shall be the sole and exclusive owner, throughout the world in perpetuity, of all rights of whatever nature including, without limitation, all copyrights, films, photographs, and recordings made (hereinafter “Work”) by Licensee pursuant to this Agreement. Institution acknowledges that Licensee owns all rights in and to all such recordings and photographs, whether still or moving.

13. **Use of the Premises.** Licensee will make use of Premises in such manner as to preserve the integrity, character, reputation, and dignity of Institution. Licensee agrees to submit a script or story boards to Institution prior to any filming on Premises. The images/story segments being filmed on Premises will in no way disparage or reflect poorly on Institution or impugn the reputation of Institution or persons associated with it. This determination may be made by Institution at its sole discretion. If Institution so determines, Licensee agrees not to use the objectionable images/story segments.This Agreement does not provide the Licensee permission to modify Premises or to use Premises in any derivative versions of Program or its promotion. The parties acknowledge that Premises being provided, if improperly used by Licensee, could result in irreparable harm to the name and reputation of Institution. As a result, in addition to any other remedies that may be available in law, equity, or otherwise, Institution will be entitled to seek injunctive relief against any threatened or actual breach of Agreement or the continuation of any such breach by Licensee, without the necessity of proving actual damages.

14. **Institution Names and Trademarks.** Subject to prior Institution review and approval, Licensee may be authorized to incorporate the name (including contraction, abbreviation, or simulation), identifiable campus landmarks, logos, trademarks, and symbols of Institution (hereinafter “Trademarks”) in the production, advertising, publicity, or promotion of Program only. Licensee will not utilize Trademarks to imply endorsement or other association with Licensee without Institution’s written consent in advance of such use.

15. **Film Credits.** At the sole option of Institution, Licensee will properly identify “Middle Tennessee State University” in the production of Program.

16. **Releases.** Licensee will be responsible for obtaining any and all necessary releases and intellectual property rights for the production of Program, and further will indemnify and hold harmless Institution 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.

17. **Compliance with Laws.** Licensee agrees to comply with all federal, state, and municipal laws, rules, and regulations, including Institution policies and guidelines.

18. **Force Majeure.** If Premises are rendered unsuitable for the conduct of Program or if Program itself must be cancelled by reason of fire, earthquake, hurricane, flood; act of God; work stoppage or other labor disturbances; riots or civil commotions; war or other act of a foreign nation; power of government, governmental agency or authority; quarantines, epidemics, pandemics, infectious disease, viral outbreak or other health crisis including, but not limited to, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies including, but not limited to, COVID-19; or any other cause which is beyond the control of Institution or Licensee, the parties are released from their obligations under this Agreement.

19. **Assignment.** This Agreement is personal to the Licensee. Neither this Agreement nor the rights granted under it may be assigned or otherwise transferred by Licensee.

20. **Nondiscrimination.** Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, creed, color, sex, disability, national origin, or status as a disabled or Vietnam era veteran. Such action includes, but is not limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

21. **General Conditions.**

1. Institution assumes no responsibility whatsoever for any personal property placed on the premises by Licensee.
2. This Agreement sets forth the entire agreement between the parties.
3. This Agreement may be modified only by written amendment executed by all parties hereto.
4. This Agreement shall be governed by the laws of the State of Tennessee.
5. Licensee and its representatives, agents, contractors, and employees have no employment relationship, no joint venture, nor partnership with Institution with respect to the subject matter of this Agreement.
6. Any notices appropriate to this Agreement shall be given by the sender to the other party at the following respective addresses:

UNIVERSITY:

Office of Vice President, Business and Finance

Middle Tennessee State University

119 Cope Administration Bldg.

Murfreesboro, TN 37132

LICENSEE:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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1. Should any provision of this Agreement be declared illegal, void, or unenforceable under Tennessee law, or shall be considered severable, Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.
2. The waiver by Institution of any agreement, condition, or provision contained in Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in Agreement, nor will any custom or practice that may develop between the parties in the administration of the terms of Agreement be construed to waive or lessen the right of Institution to insist upon Licensee’s performance in strict accordance with terms of Agreement.
3. Any and all claims against Institution for personal and/or property damage resulting from the negligence of Institution on performing any responsibility specifically required under the terms of Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against Institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. § 9-8-301, *et.seq.*
4. This Agreement shall not be effective until approved by the President or designee.
5. Paragraph headings are for convenience only and are of no legal force or effect whatsoever.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

**Licensee:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Middle Tennessee State University**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Alan R. Thomas, Vice President

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business and Finance

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_