

## Filming Contract and Location Release

This Agreement is made as of DATE by and between The Regents of the University of California, on behalf of its San Diego campus (hereinafter called "University"), and PRODUCTION NAME (hereinafter called "Company"), a corporation with business offices at ADDRESS.

In consideration of the mutual promises and agreements set forth below, the parties agree as follows:

### 1. **Definitions:**

- a. "Filming" - The act of photographing, filming, videoing, digital imaging, or the transmission of visual or audio signals in any form or format now known or hereafter developed, whether for live or delayed broadcast.
- b. "Shoot" - Any Filming activities taking place on premises owned or operated by University as set forth in the Schedule of Locations (Exhibit A hereto) and the Application for the UCSD Photography, Motion Picture, Video & Television Permit, as approved (Exhibit F hereto).
- c. "Location(s)" - Specific area or areas on premises owned or operated by University to be used in the Shoot.

2. **Locations To Be Provided by University:** Company agrees that all Filming carried out in connection with the Shoot, from beginning of set up through clean up, shall take place only in the Location(s), dates and times set forth in Exhibit A, Schedule of Locations, attached hereto and incorporated herein.

### 3. **Payments:**

- a. Company agrees to pay University \$ESTIMATE for the venue rental, services and equipment to be provided by University in the amounts set forth in the Estimate of Expenses set forth in Exhibit B, attached hereto and incorporated herein.
- b. The amount listed in the Estimates includes the non-refundable deposit ("c" below). Company agrees that any changes, modifications, additions, or adjustments to the scope of services and equipment set forth in Exhibit B shall be accomplished solely by means of a written amendment or amendments to the Estimate of Expenses signed by Company and University before any such changes, modifications, additions, or adjustments are implemented. Company understands and agrees that any such changes, modifications, additions, or adjustments may result in an increase in the Estimate of Expenses. In no event shall University be responsible in any way for services or equipment provided by others to Company, including, without

limitation, performer or participant fees and/or benefits, and transportation of performers or participants.

- c. Company agrees to pay University a non-refundable deposit of \$DEPOSIT upon execution of this Agreement.
- d. Company agrees to pay any balance due remaining on the Estimate of Expenses no later than the commencement of the Shoot and any increase(s) to the Estimate of Expenses within five (5) business days of receipt of University's invoice therefore.
- e. All payments shall be made by cashiers, certified or corporate check payable to:

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA  
UNIVERSITY COMMUNICATIONS AND PUBLIC AFFAIRS  
9500 GILMAN DRIVE #0938  
LA JOLLA, CALIFORNIA 92093-0938  
UC SAN DIEGO TAX ID 95-6006144

- f. Company agrees that if any payments specified above are not made by the agreed dates, University may cancel Shoot and terminate this Agreement. Company further agrees that in the event of termination for non-payment, University shall be entitled to, and will retain any monies paid to University for charges incurred up to and including the date of cancellation pursuant to the provisions set forth in Paragraph 13 of this Agreement.
- 4. **Rights and Duties:** The parties hereto agree to act reasonably and in good faith in connections with the performance of all the terms and conditions of this Agreement and in exercising all rights and obligations with respect thereto.
  - 5. **Film Ownership:** All rights of any kind in and to all the photographs, motion pictures or videotapes obtained from the exercise of the permission herein granted (and any negatives, prints, or duplicates thereof) shall remain vested with Company Name its successors and assigns, and shall be used only in connection with this Shoot. Further, Company shall not use, sell, dispose of or permit others to use, sell or dispose of any such materials except for the purpose identified in the Schedule of Locations and the UCSD Photography, Motion Picture, Video & Television Permit, as approved.
  - 6. **Marks:** Company acknowledges that University owns several names, symbols, service marks, trademarks, and logos (hereinafter called "Marks") associated with each of its campuses, including UCSD. Company warrants that it shall not film or otherwise use or record any University owned Marks in connection with the Shoot or any product or service resulting from or related to the Shoot, nor shall it permit or purport to permit others to do so.
  - 7. **Use of Campus Facilities:** Company understands and acknowledges that University maintains control over its facilities and their usage, including, but not limited to, alterations of its facilities. Company agrees that it shall obtain the prior written approval of University on University's Facilities Alteration form, a sample of which is attached hereto as Exhibit C, before any alterations, additions, "set dressing," or other modification(s) to campus facilities, whether temporary or permanent, are undertaken.

Company understands and agrees that any such modifications may increase the Estimate of Expenses and/or the costs of restoring any facilities so modified to their original condition. University has sole discretion concerning whether to permit Company to alter or modify Location(s) prior to the commencement of the Shoot.

8. **Condition of Location(s):** At the beginning of the Shoot, representatives of Company and University shall inspect the Location(s), noting any problems, defects, or extraordinary wear and tear that may exist at each Location. At the conclusion of the Shoot, representatives of Company and of University shall re-inspect each Location to establish the condition thereof and to determine if there has been any damage sustained during the Shoot, normal wear and tear excepted. If a Location has been damaged, it shall be noted on a Damage Report Form, an example of which is attached hereto as Exhibit D, prepared by the University's representative. In the event of any dispute over whether damage to a Location has occurred, the determination of the University shall be conclusive. Company agrees that University may, at its sole discretion, restore any such damaged Location and, further, Company agrees to reimburse University for the reasonable costs of any such restoration within 15 (fifteen) business days of Company's receipt of University's invoice therefore.
9. **Authorized Representatives:** In connection with the performance of this Agreement, the following individuals are designated to act for the parties:

For University: \_\_\_\_\_

Name, Title, UC San Diego University Communications and Public Affairs      Date

For Production Company: \_\_\_\_\_

Name, Title, Company      Date

**10. Liability and Insurance:**

- a. Company shall defend, indemnify and hold harmless University, its officers, employees, agents, and students from and against every loss, expense (including reasonable attorneys' fees and costs) liability or payment by reason of any damages or injuries to persons (including death) or property (including loss of use or theft thereof) arising out of or in connection with Company's performance of this Agreement but only in proportion to and to the extent that such injury, death or damage is caused by the negligent acts or omissions or willful misconduct of Company, its officers, employees or agents or the conduct of its officers, agents, employees, guests, invitees, performers, participants, or independent contractors. The word "conduct" shall include, without limitation, any act(s) by which Shoot performers, participants, or Company encourage, suggest, or ask Shoot onlookers to come onto a stage or into any Shoot Location.
- b. University shall defend, indemnify, and hold harmless Company, its officers, agents and employees from and against every loss, expense (including reasonable attorneys' fees and costs) liability or payment by reason of any damages or injury to persons (including death) or property (including loss of use or theft thereof) arising out of or in connection with University's performance of this Agreement, but only in

proportion to and to the extent that such injury, death or damage is caused by the negligent acts or omissions or willful misconduct of University, its officers, employees or agents.

- c. Company agrees to maintain, at Company's sole cost and expense, a policy or policies of comprehensive or commercial general liability insurance, including bodily injury and property damage, providing a contractual liability endorsement of not less than \$2,000,000 (two million dollars) for each occurrence and \$5,000,000 (five million dollars) aggregate. Company shall submit a certificate of insurance and a letter of endorsement evidencing such coverage and naming THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured for the Shoot. Company also agrees to maintain business vehicle insurance in the amount of \$2,000,000 for Company owned, non-owned, and/or hired vehicles, fire and extended coverage insurance for Company equipment and sundry personal property used in connection with or present at the Shoot, and any and all other insurance required by California law, including, without limitation, Workers' Compensation Insurance. Company shall provide evidence of all insurance listed above no less than five (5) business days before the commencement of the Shoot. Such certificate(s) shall specify that coverage will not be canceled, changed, or reduced until after thirty (30) days written notice has been provided to University. Failure to abide by the requirements of this subparagraph shall be grounds for termination of this Agreement, provided, however, that no accrued rights of University shall be impaired as a result of any such termination.

**11. Force Majeure:** Neither Company nor University shall be liable for failure of the Shoot to commence, proceed, or conclude if such failure is caused by or due to a natural disaster that affects the Shoot or causes physical disability to Shoot participants, or because of acts or regulations of public authorities other than University, civil tumult, epidemic, interruption or delay of transportation services or any cause beyond the control of Company or University. In the event that the Facilities are unavailable due to a natural disaster, destruction or any cause beyond the control of the parties, and if the Shoot has not begun, University and Company each shall have the independent right to terminate this Agreement. In that event, University shall refund all moneys previously paid by Company, except for costs paid and/or contracted for, commitments, which cannot be canceled, and the non-refundable deposit.

**12. Fire and Life Safety Event Protection:** Company acknowledges its obligation to comply with the requirements imposed by the UCSD Fire Marshal.

**13. Cancellation:** Except as provided in paragraph 10, above, Company shall be responsible for University's out-of-pocket expenses actually incurred and/or non-cancelable University obligations in the event of a change of date or cancellation of the Shoot. All such expenses shall be determined by University and will be presented to Company within thirty (30) working days following any such cancellation. Company shall reimburse University by cashiers check made payable to "The Regents of the University of California" within ten (10) days following receipt of University's invoice.

**14. Indemnification For Infringement of Copyright:** Company agrees to defend, indemnify and hold harmless University against all claims, demands, costs and expenses, including reasonable outside attorney's fees and costs that University may sustain or incur by reason of any claim of infringement or violation of any copyright or property right arising from or related to the Shoot. Company agrees to pay any and all fees or royalties required to be paid on copyrighted material, and to hold University harmless from any liability for such fees or royalties.

**15. Exhibits:** This Agreement includes the following Exhibits, attached hereto.

A - Estimate of Expenses

B - Application for the UCSD Photography, Motion Picture, Video & Television Permit

University and Company acknowledge that the Exhibits may be subject to modification, but in no event shall any Exhibit modification be effective unless evidenced in a writing signed by both parties. In the event an Exhibit is modified, the signed modification bearing the latest date shall be deemed incorporated into this Agreement, superseding all earlier versions or parts thereof of such Exhibit dealing with the same subject matter.

**16. Oral representation:** No representation, warranty, condition or agreement of any kind or nature shall be binding upon the parties unless incorporated in this Agreement. This Agreement, including the Exhibits, contains all the terms and conditions agreed upon by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall exist or bind any of the parties hereto.

**17. Arbitration:** Any dispute between the parties arising under or related to this Agreement shall be resolved by arbitration which shall be held at San Diego, California and conducted in accordance with the rules of the American Arbitration Association. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction. Each party shall bear its own expenses of the arbitration, except that the arbitrator's fees and costs shall be borne equally by the parties.

**18. Choice of Law:** The laws of the State of California shall govern this Agreement.

**19. Relationship Between Parties:** This Agreement shall not create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Company and anyone acting for or on behalf of Company, and the University.

**20. Severability:** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

**21. Waiver:** Failure of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights.

**22. Amendments:** Any amendments to this Agreement or its Exhibits must be in a writing signed by both parties.

23. **Compliance with Law:** Company shall comply at all times with all ordinances, laws and regulations and University policies affecting the use and occupancy of University's facilities.

24. **Conflict:** To the extent there is any conflict between the terms of this Agreement and any of its Exhibits, the terms of the Exhibits shall take precedence.

25. **Effective Date:** This agreement will become effective when executed by University.

26.

**All Terms and Conditions Accepted and Agreed To By and For:**

THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA:

PRODUCTION COMPANY:

By: \_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

UC San Diego University Communications  
and Public Affairs

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**UC San Diego Commercial Filming Contact:**

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