

FACILITY USE LICENSE AGREEMENT

FILMING AND PHOTOGRAPHY

This Agreement is made and entered into on _____ (Effective Date) between the UNIVERSITY OF LA VERNE (University), and _____ (Facility User) for the limited use of University facilities located at 1950 Third Street, La Verne, California, as specifically described in Exhibit A (Licensed Facilities).

- I. **Grant of License.** University grants to Facility User a license to access and use the Licensed Facilities for the purpose(s) of: **Filming – defined as 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** (Permitted Uses).

Facility User agrees that its shall ensure that its invitees are accompanied and supervised by a staff or responsible agent of Facility User at all times they are present on or within the Licensed Facilities.

Facility User acknowledges and agrees that the License does not create any property right or interest in the Licensed Facilities.

- II. **Term of License and Hours of Activities.** This Agreement authorizes Facility User to access and use of the Licensed Facilities for the period of _____ through _____ (Licensed Period).
- III. **Use of Equipment.** Facility User is authorized to use certain University equipment as specified in Exhibit B.
- IV. **Payment.** As consideration for use of the Licensed Facilities, Facility User agrees to compensate the University in accordance with the fee and payment schedule set forth in Exhibit C.

Facility User shall be responsible for all of its costs and expenses associated with its use of the Licensed Facilities, including but not limited to staffing and equipment.

- V. **Taxes, Fees, and Regulations.** Facility User is responsible for any and all taxes, license fees, and similar costs associated with its activities that may be due to governmental agencies as a result of its use of the Licensed Facilities.
- VI. **Credits.** Facility User shall properly identify the “University of La Verne” in the credits of any film or other visual transmission containing images of the Licenses Facilities.

- VII. **Waste and Refuse.** The Facility User shall not use, or permit to be used, and shall ensure that its staff, agents, guests and invitees shall not use, the Licensed Facilities in a manner that results in waste, refuse or destruction, or that constitutes a nuisance, or for any illegal purpose. The Facility User shall be responsible for all damages caused to the Licensed Facilities by its staff, agents and anyone accessing the Licensed Facilities in connection with the uses permitted under this Agreement.
- VIII. **Hazardous Material.** Facility User shall not bring onto or into the Licensed Facilities or any other portion of University property, nor allow others associated with the Permitted Uses to bring onto or into University property any hazardous chemicals or other potentially hazardous materials without first seeking and obtaining prior written permission to do so from University. It is the sole and independent responsibility of Facility User to obtain any permit or other required governmental or administrative clearances, and Facility User shall be responsible for any fees, charges, fines or other costs associated with the requirements of this section, as well as the failure to adhere to such requirements.
- IX. **Control and Alteration of Licensed Facilities:** Facility User understands and acknowledges that University maintains control over its facilities and their usage, including, but not limited to, alterations of its facilities. Facility User agrees that it shall not alter the condition of any portion of the Licensed Facilities without first seeking and obtaining the prior written approval of University before any alterations, additions, set dressing, or other modification(s) to Licensed Facilities or other University premises, whether temporary or permanent, are undertaken. Facility User understands and agrees that any such modifications may increase the expenses and/or the costs of restoring any facilities so modified to their original condition. University has sole discretion concerning whether to permit Facility User to alter or modify Licensed Facilities.
- X. **Placement of Filming Equipment.** Facility User acknowledges and agrees that it shall set up all filming equipment (e.g., cameras, tracks, props, generators, and electrical cords) in a manner that does not create safety hazards and that it shall take steps to ensure that the placement of such equipment does not result in tripping hazards, fire hazards, blocked exits, or other safety concerns. Facility User agrees to: (1) use mats or other cable coverings when cables are laid out across a walkway or in a hallway; (2) place lay-out board on top of all tile flooring in classrooms, hallways and elevators so that filming equipment, whether mobile or stationary, is not directly touching the flooring; and (3) place cones around any production vehicles not in a marked parking space, including the generator(s). Facility User further agrees that it shall not use a Condor or other heavy crane on concrete or bricks without first seeking and obtaining prior written approval to do so from University.
- XI. **Security.** Facility User understands and acknowledges that it is solely responsibility for securing its equipment brought onto or into the Licensed Facilities and will be liable for

any and all related costs of such security. University reserves right to approve any additional security measures proposed by Facility User.

- XII. **Condition of Licensed Facilities.** At the beginning of the Licensed Period, representatives of Facility User and University shall inspect the Licensed Facilities, noting any problems, defects, or extraordinary wear and tear that may exist. At the conclusion of the Licensed Period or any authorized extension, representatives of Facility User 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 Licensed Period, normal wear and tear excepted. If any portion of the Licensed Facilities has been damaged, it shall be noted on a in a report. In the event of any dispute over whether damage to Licensed Facilities has occurred, the determination of the University shall be conclusive. Facility User agrees that University may, at its sole discretion, restore any such damage, and further agrees to reimburse University for the reasonable costs of any such restoration within 15 (fifteen) business days of Facility User's receipt of University's invoice therefore.
- XIII. **Acceptance and Surrender of Facilities.** Facility User understands and agrees that University makes no representations or warranties with regard to the condition of the Licensed Facilities or the suitability for any Permitted Use, and Facility User agrees to accept and use the Licensed Facilities in "as is" condition and at their own risk without modification, as they exist at the time of execution of this Agreement. Facility User agrees to surrender the Licensed Facilities to the University at the end of its License Term, or upon any earlier termination of the License, in the same condition as when accepted, normal wear and tear excepted.
- XIV. **Loss or Damage to Facility and Equipment.** The Facility User is responsible for and shall bear the entire risk of loss or damage to the Licensed Facilities and any University Equipment caused, permitted or suffered while the Licensed Facilities are under the care and control of Facility User, its staff, agents or anyone else accessing the Licensed Facilities in connection with Facility User's use of the Licensed Facilities. After each use, the Facility User shall return the Licensed Facilities and equipment to the same condition as existed prior to such use.
- Facility User is responsible for and shall bear the entire risk of all personal property and equipment brought in by Facility User, its staff, agents or invitees.
- XV. **Responsibility for Conduct of Invitees.** The Facility User shall adhere to and comply with all applicable University rules and policies, including safety rules and regulations and operational procedures. Facility User further agrees to and hereby assumes full responsibility for the conduct of staff, agents, invitees and other persons accessing the Licensed Facilities in connection with Facility User's use of the Licensed Facilities.

- XVI. **Advertising.** The Facility User shall not permit any posting of advertising matter of any kind at or upon the Licensed Facilities or other University property without prior written permission by the University.
- XVII. **Marks:** Facility User acknowledges that University owns several names, symbols, service marks, trademarks, and logos (hereinafter called “Marks”) associated with its campus, mascot, etc. Facility User agrees that it shall not use, film or otherwise record any University owned Marks in connection with the Permitted Uses or any product or service resulting from or related to the Permitted Uses, nor shall it permit or purport to permit others to do so, without the express written prior approval of University.
- XVIII. **Product Approval.** University shall have the right to review any and all products of the associated with the Permitted Uses and reserves the right to reject and disallow Facility User’s use or distribution of any and all content that denigrates the quality or reputation of the university, faculty, staff, students or degrees in anyway.
- XIX. **Releases to be obtained.** Facility User acknowledges and agrees that it bears sole responsibility for obtain proper written authorization and releases from any and all persons it will include in its film, visual or audio transmission or other form of production stemming from the Permitted Uses, including but not limited to University students, faculty, staff, guests, and other invitees.
- XX. **Compliance with Applicable Regulations.** Facility User shall comply with and conform to, and shall ensure that its staff, agents, guests and invitees comply with and conform to, all applicable federal, state and local statutes, laws, ordinances, regulations, rulings and other requirements of any and all federal, state and local governments. Facility User further shall comply with and conform to, and shall ensure that its staff, agents, guests and invitees comply with and conform to, all University policies, procedures, rules and regulations relating to the use of the Licensed Facilities. The University reserves the right to amend such rules and regulations as in its judgment may be necessary or advisable for the preservation, safety, care, maintenance or good order of the Licensed Facilities and/or other University property. All rules and regulations, whether in existence at the time this Agreement is executed or subsequently made, shall form a part of this Agreement.
- Facility User specifically acknowledges and agrees that it shall bear sole responsibility for acquiring the proper permit or waiver of the permit from the City of La Verne for filming activities, and that it shall present to University official City documentation to show proof of permit or wavier.
- XXI. **Revocation in Event of Nonperformance of other Default.** The University reserved the right to revoke the License and terminate this Agreement immediately upon written notice to Facility User of default or other nonperformance by Facility User, whether

voluntary or involuntary. This right is in addition to any and all other rights and remedies available to the University.

XXII. **Early Termination.** Notwithstanding anything contained in this Agreement, the University reserves the right to terminate this Agreement for its convenience, without cause, at any time, upon no less than thirty (30) days prior written notice to Facility User.

XXIII. **Insurance.** Prior to beginning any activity required or authorized by this Agreement, Facility User, as its sole cost and expense, shall procure and maintain for the duration of the Term of this Agreement (including any extensions) and submit written proof thereof in the form of a valid Certificate of Insurance or other written documentation satisfactory to the University, of the following insurance policies and coverage with insurers:

A. Required Coverage:

1. Commercial General Liability Insurance: \$1,000,000 per occurrence and \$2,000,000 aggregate
2. Bodily Injury: \$200,000 each person; \$400,000 each accident
3. Property Damage: \$200,000 each accident
4. Auto Liability: \$1,000,000 per accident for bodily injury and property damages
5. Workers Compensation: This insurance shall include Employers Liability limits of \$1,000,000 and other limits required under California law.
6. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation, negligent employment, investigation, supervision, training and retention of, or failure to report to property authorities with limits of no less than \$1,000,000 per claim and \$1,000,000 aggregate.
7. Pollution Legal Liability: Insurance coverage in the amount of \$1,000,000 per claim/per occurrence for all operations involving any and all hazardous substances used or employed by Facilities User during its use of the Licensed Facilities.

B. Policies Requirements: Each insurance policy and/or valid endorsements shall contain language establishing:

1. The policy shall not be cancelled, except with written notice to the University within thirty (30) days.
2. The University and its agents shall be covered as an additional insured. This does not apply to worker compensation policies.
3. The University shall not by reason of its inclusion as an additional insured incur liability to the insurance carriers for payment of premiums for such insurance.
4. Facility User's insurance is primary and non-contributory to any insurance or self-insurance maintained by the University, its officers, officials, employees, and volunteers.
5. Insurance carrier agrees to waive right of recovery for any and all losses or claims by providing a waiver of subrogation in favor of the University, its officers,

officials, employees, and volunteers for general liability, auto liability, and workers compensation.

- C. Each insurance policy and endorsement must be issued by a company authorized to transact insurance business in the State of California with an A.M. Best rating of A:VII or better.
- D. The Certificate of Insurance or other documentation verifying coverage shall reflect that the Certification Holder is as follows: University of La Verne, Attn: Risk Management, 1950 Third Street, La Verne, CA 91750.
- E. All subcontractors shall be covered by the Facility User's insurance or shall be required to meet the same requirements of insurance listed above.

XXIV. **Indemnification and Hold Harmless.** Facility User shall indemnify, defend and hold harmless the, University, its trustees, officers, employees, representatives, agents and volunteers, from and against any and all claims, liabilities, damages, injuries, expenses or losses including, but not limited to, attorneys' fees or costs (a "Loss") by reason of any suit, claim, demand, judgment or cause of action (an "Action") initiated by any person resulting from any act or omission of Facility User, its staff, agents, guests or invitees or arising out of its use of the Licensed Facilities, except for claims arising out of the sole negligence or willful misconduct of the University. The terms of this provision shall survive the termination and expiration of the Agreement.

XXV. **Indemnification for Infringement of Copyright:** Facility User 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 Permitted Uses. Facility User 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.

XXVI. **Status of Facility User and Agents.** Nothing contained in this Agreement shall be deemed or construed by the parties to create the relationship of employer and employee, principal and agent, of partnership, of joint venture, or of any association between the University and Facility User. The parties acknowledge and agree that Facility User is operating independent from and of any University operation or control, and that all persons employed or contracted by Facility User to furnish services to or on behalf of Facility User are acting at the direction and control of Facility User and not of the University. The Facility User shall be responsible in full for any payment or other obligations due its employees, contractors and agents, including worker's compensation and related costs.

XXVII. **Waiver and severability.** No provision of this Agreement, or the right to receive reasonable performance of any act called for by its terms, shall be deemed waived by a waiver of a breach thereof as to a particular transaction or occurrence.

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect without the invalid term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

XXVIII. **Governing Law.** This License Agreement is made under and shall be governed by and be subject to the laws of the State of California.

XXIX. **Assignment.** The rights granted by this License Agreement are personal to Facility User and may not be assigned or transferred to any other person or entity.

XXX. **Authorized Representatives:** In connection with the performance of this Agreement, the following individuals are designated to act for the parties:

For University: _____
Name and Title

For Facility User: _____
Name, Title, Company

XXXI. **Notices.** Except as otherwise provided, all notices under this Agreement shall be in writing, and shall be sent by certified mail, return receipt requested; hand delivered or delivered by a nationally recognized overnight courier, and shall be addressed as follows:

To University: University of La Verne
1950 Third Street
La Verne, CA 91750
Attn: _____

To Facility User: _____

Attn: _____

XXXII. **Entire Agreement.** This Agreement sets forth all the promises, agreements, conditions and understandings between University and Facility User relative to the Permitted Uses of the Licensed Facilities, and there are no provisos, agreements, conditions or understandings, either oral or written between them except as are herein set forth. No subsequent alternation, amendment, change or addition to this Agreement shall be binding upon either party unless such is in writing and signed by a duly authorized representative of University and Facility User.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed below by their duly authorized agents.

FOR THE FACILITY USER:

[COMPANY NAME]

SIGNED DATE

TYPED NAME

TITLE

FOR THE UNIVERSITY:

UNIVERSITY OF LA VERNE

SIGNED DATE

TYPED NAME

TITLE

APPROVED AS TO LEGAL FORM:

Juanda L. Daniel, General Counsel
For University of La Verne

Date: _____

Attachments:

- Exhibit A – Description of Licensed Facilities
- Exhibit B – Description of Equipment Authorized for Use
- Exhibit C – Payment and Fee Schedule

EXHIBIT A

DESCRIPTION OF LICENSED FACILITIES

[NOTE TO UNIVERSITY STAFF: *Please list the exact location of the University facility or facilities Facility User is authorized to access and use. This must include the name of the building, any assigned classroom number, conference room number, auditorium, open space, parking lot, athletic field, etc.]*

EXHIBIT B

DESCRIPTION OF EQUIPMENT AUTHORIZED FOR USE

[NOTE TO UNIVERSITY STAFF: *Please describe in as much detail as possible any University-owned equipment the Facility User will be authorized to use. In addition, please describe any equipment and should be specifically excepted (EXPRESSLY NOT PERMITTED) from such authorization.*

Do not omit this Exhibit. *If Facility User will not be permitted to use any University-owned equipment, please state: "NONE."]*

EXHIBIT C

PAYMENT AND FEE SCHEDULE

[NOTE TO UNIVERSITY STAFF: *Please list the amount of payment and other fees the Facility User is required to pay for use of the University facilities. If payment will occur on a periodic basis, please list the dates and amounts of each requirement payment. Also, please list the address to which the payments should be sent.*

Do not omit this Exhibit. *If Facility User will not be required to pay for using the facilities, please state: “NO PAYMENT DUE.”]*