**Campus Film Guidelines**

**December 2018**

**Introduction**

Thank you for your interest in the University of North Carolina at Chapel Hill as a possible film or video location. UNC-Chapel Hill reviews all requests in detail to determine if they are compatible with the University’s mission and purposes. The purpose of these guidelines is to outline and simplify the process of planning and executing film productions, other than those being done by news organizations for news purposes. For convenience, the words “films” or “filming,” as used in these guidelines, include motion pictures (documentaries, commercial video productions, etc.), television shows, blogs, commercial still photography and digital imaging.

It is imperative that the campus community functions normally, and production crews not disrupt the University’s academic mission or its normal daily operations.

In considering a film request, the subject matter of the film and the potential disruption of administrative or academic programs or other scheduled activities will be of primary consideration in determining whether to grant permission to film on campus. Campus units and students requesting to film on campus will be addressed separately. Generally, the University does not approve requests to film commercials or advertisements on University property.

**Request Process**

All requests should be sent to the media relations office within the Office of University Communications: 919-445-8555 or [mediarelations@unc.edu](http://mediarelations@unc.edu)

The following information must be provided before processing a film request:

* A written letter of request that includes the size, scope, dates, times and security needs associated with the project.
* A full script and/or synopsis of the film.

Once the University has received the above information, the request will be reviewed internally. The length of the approval process will vary depending on the scope of the request. Considerations of requests will also depend upon the schedule of University classes and events, the availability of desired locations, parking and security.

**Script Approval**

As stated above, a copy of the final script and/or thorough synopsis must be submitted to the media relations office before a request can be considered. Although we require that a script be submitted to the media relations office a minimum of two weeks in advance of the desired shooting dates, or a minimum of one month in advance in the case of full-length feature films, we recommend submitting requests well in advance of these minimum requirements to ensure proper approvals.

Any changes or revisions in the script following submission must be brought to the attention of the media relations office.

The University reserves the right to deny filming requests in cases where it considers the project’s content to be in conflict with the goals, policy and mission of the University. Examples of such subject matter may include drug or alcohol use, violence, nudity, racism, sexism, overtly sexual scenes deemed to be obscene, subjects derogatory toward higher education or that portray students, faculty or staff in a negative manner.

**Locations**

Most areas of the University campus, subject to availability and academic schedules, may be used for filming based on approval, with the following exceptions:

* South Building
* Wilson Library
* The Old Well
* Residence halls while occupied by students. Additional advance notice is needed for filming inside residence halls when not being occupied by students

All filming at interior locations require advance permission, and no filming will be allowed in libraries or classrooms during exam periods.

*Note: Filming in a classroom requires notice to all students in class.*

**Location Agreement**

The production company should submit a location agreement to the University, allowing adequate time to process the agreement through the University’s Office of University Counsel. No filming can begin without a signed location agreement. A template containing mandatory elements may be found at [this link.](https://uncnews.unc.edu/wp-content/uploads/sites/933/2021/05/Location-Agreement-Template-Fillable.pdf)

**Location Fees**

The University, as a state-owned property, is prohibited from charging a daily location fee. However, fees will be charged, and an additional facilities-use agreement will be required when filming at certain venues such as the Dean E. Smith Center or Memorial Hall. In addition, the University will charge actual rental costs for locations such as performance venues and may require a separate location agreement for those venues. The production company will be responsible for any other fees incurred such as parking, staffing and security for all locations.

**Construction and Special Requests**

Special requests affecting University buildings and grounds (removal of bike racks, flagpoles, tree and shrubbery pruning, etc.) must be submitted to the media relations office as soon as possible and will be subject to approval. Representatives from affected University departments, along with a media relations representative, will be present during scouting on campus to discuss these requests.

Temporary construction must be done in a way that does not damage University property or endanger students, faculty, staff or visitors. The University’s Facilities Management Office must approve such alterations in advance. The University will require a list of specific materials the production company would like to use and the manner in which it will use them.

Any campus property that is altered must be returned to its original state. A final inspection by a production company liaison and the appropriate University officials is required at the end of the production.

**Insurance**

A $1 million certificate must be provided with the University named as additional insured for the days of preparation, set up, the actual filming and the tear-down time. Additional insurance may be required if special locations are used. All insurance requirements must be met before shooting begins.

**Institutional Identification**

University names, nicknames, trademarks, logos, mascots, landmarks (e.g. the Old Well or the Bell Tower), building and unit names may not be used in commercials, advertisements, films or non-news broadcasting programs without express written permission from the University. This restriction also applies to clothing or other items such as pennants bearing University logos used as costumes or set dressing. Permission to film institutionally identifiable items will depend on the use of the item. A script or storyboard will be required before any decision is made on the use of identifiable elements.

**Fire Permit**

Larger productions may require a fire permit. The production company is responsible for notifying the Chapel Hill Fire Department about the project and obtaining any necessary fire permit(s). A copy of the fire permit(s) must be submitted to the University at least five days before the crew arrives. Other requests with the Town of Chapel Hill, such as closing streets, are subject to approval from the Town of Chapel Hill and are the production company’s responsibility.

**Parking and Security**

Parking on campus is extremely limited. The media relations office will assist with coordinating parking and security, as needed. The production company should provide the media relations office with a list of parking and security requests as soon as possible. A list of production vehicles, including size and dimensions, must be provided to the University in connection with the project. The University will work with the production company in an effort to accommodate the parking needs, but there is no guarantee that on-campus parking will be available.

Production vehicles may only park in the areas agreed upon prior to filming. If vehicle parking by the production crew will affect pedestrian routes, film crews must set up appropriate signage and safety barriers to alert pedestrians. Charges for parking on-campus will be billed separately. The UNC Police will provide agreed-upon security and will bill the production company separately for these services. The list of security needs should include the number of security officers and the hours they will be needed.

**Use of Drones**

The use of drones for filming will be decided on a case-by-case basis and will be subject to approval by the UNC Police and the Office for Campus Safety and Risk Management. In addition to the regulations issued by the Federal Aviation Administration, the University has a policy outlining the use of drones during filming on campus. You can find the FAA drones regulations here:

<https://www.faa.gov/uas/>

and the University policy here:

<http://policies.unc.edu/policies/uas/>

**Smoke Free Policy**

The University of North Carolina is a smoke-free environment. Smoking is therefore prohibited in all indoor and outdoor facilities on University owned and leased property with no exception, including within vehicles parked on those properties. This policy also applies to any fraternity or sorority officially recognized by the university.

**Credit**

The production will credit the University for its cooperation as “The University of North Carolina at Chapel Hill.”

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**Location AGREEMENT**

Location(s) of filming (“Premises”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name/description of project (“Program”): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Location Agreement (“Agreement”) is made as of the \_\_ day of \_\_\_\_\_\_\_\_, 20\_\_, by and between The University of North Carolina at Chapel Hill (the “University”) and \_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Producer”).

1. University hereby grants to Producer permission to enter upon the Premises specified above for the purpose of photographing and recording footage for use in connection with the Program specified above (the “Purpose”). Such permission includes the ability to photograph and record both real and personal property and signs, displays, interiors, exteriors and the like appearing therein. Producer may only use the Premises for the Purpose and shall not use the Premises for any other purpose without University’s prior approval.
2. University reserves the right to review plans for the execution of the Purpose and any related scripts or story boards. University may require a walkthrough prior to any filming, videotaping, photographing or recording.
3. Unless otherwise agreed to by University, Producer shall at all times it is carrying out the Purpose on the Premises be accompanied by an escort assigned by the Office of University Communications. Producer agrees to cooperate with University for all arrangements pertaining to its use of the Premises, including, without limitation, parking, public safety, security, power/utility requirements, cleanup/trash removal, and other logistics. University reserves the right to direct any and all employees, agents and contractors of the Producer (excluding matters of creative control) and the right to remove from the Premises any and all such employees, agents or contractors of the Producer in University’s sole discretion.
4. Producer may bring necessary personnel and equipment onto the Premises in connection with the Purpose and shall promptly remove them from the Premises thereafter. Notwithstanding the foregoing, Producer may not, without the University’s prior approval, utilize vehicles or erect motion picture sets or props upon the Premises, make any modifications to the physical structure of the Premises, or move any fixtures or other property located on the Premises.
5. Producer shall own all copyrights in and to the photographs, images, recordings, videotape, or film made by Producer in accordance with this Agreement (the “Recordings”). Producer shall have the worldwide right to use, exhibit, display, print, reproduce, televise, broadcast, or distribute the Recordings, in whole or in part, an unlimited number of times, through any media now known or hereafter invented, solely in connection with the Program.
6. Producer agrees to leave the Premises in good condition and order and to use reasonable care to prevent damage to the Premises. Producer shall hold harmless and indemnify University from and against any and all liability, claims, and costs of whatsoever kind and nature for loss or damage to any property, or injury to or death of any persons, in connection with or in any way incident to or arising out of Producer’s use of the Premises in connection with this Agreement, resulting in whole or in part from the acts or omissions of Producer or any of its employees, agents, or representatives.
7. Upon request by University, Producershall provide evidence of insurance in amounts sufficient to satisfy its indemnification obligations made herein, including, without limitation, commercial general liability insurance, automobile liability insurance if applicable, and workers’ compensation.
8. Producer acknowledges and agrees that University will be carrying out its normal operations during the time Producer is using the Premises for the Purpose. Under no circumstances may Producer’s use of the Premises interfere with the normal operations of the University nor unreasonably disrupt University’s academic or other activities.
9. Producer agrees to use the Premises in a safe and careful manner and to comply with all applicable state, federal, and local laws, regulations, and ordinances and any and all regulations and policies of the University.
10. Producer is responsible for obtaining any necessary publicity releases and permissions from any third parties to use their likeness, image, or recording in connection with the Purpose.
11. Producer agrees that none of the University’s names, nicknames, trademarks, copyrights, or logos shall be used in commercials or advertisements without the University’s prior written approval. Neither Producer nor any of its affiliates or assigns shall use the Recordings in a manner that could reasonably be construed as a commercial endorsement of any company or product by University without the University’s prior written approval.
12. Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall remain at all times in full force and effect.
13. It is agreed and acknowledged that there is no agency, partnership, or joint venture relationship existing between the parties and arising out of this Agreement. This Agreement is solely for the benefit of the parties hereto and no other persons.
14. This Agreement may not be assigned by either party without the written consent of the other Party. An assignment will not relieve the assigning party of its obligations under this Agreement.
15. The laws of the State of North Carolina shall govern this Agreement. In the event the parties are unable to resolve any dispute relating to this Agreement, all suits, actions, claims and causes of action relating to this Agreement shall be brought in the courts of the State of North Carolina.
16. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
17. The North Carolina State Auditor and the University’s internal auditor shall have access to persons and records as a result of all contracts or grants entered into by the University in accordance with N.C. Gen. Stat. §147-64.7 (i.e., the State Auditors and the University’s internal auditor may audit the records of the contractor during the term of the Agreement to verify accounts and data affecting fees or performance).
18. Under N.C. Gen. Stat. § 133-32, it is unlawful for any vendor or contractor to make gifts or to give favors to any officer or employee of the University whose job responsibilities include awarding or administering University contracts.
19. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which, when taken together, shall constitute one agreement. Upon execution, this Agreement may be delivered by facsimile or electronic mail, which shall be deemed for all purposes to be an original signature.
20. The undersigned represent and warrant that they have the full power and current legal authority to enter into this Agreement and to bind their respective parties in accordance with the terms hereof

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first above written.

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| **UNIVERSITY:**  THE UNIVERSITY OF NORTH CAROLINA AT CHAPEL HILL  By:  Name: Jonathan Pruitt  Title: Vice Chancellor for Finance and Operations | **PRODUCER:**    By:  Name:  Title: |