

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, Producer shall 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 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.

UNIVERSITY:

PRODUCER:

THE UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL

By: _____

By: _____

Name: Nathan Knuffman

Name: _____

Title: Vice Chancellor for Finance and
Operations

Title: _____