

**SAINT LOUIS UNIVERSITY
AGREEMENT FOR FILMING, VIDEOTAPING AND STILL PHOTOGRAPHY
FOR COMMERCIAL OR ENTERTAINMENT PURPOSES**

THIS AGREEMENT is entered into by and between **SAINT LOUIS UNIVERSITY** (“University”) and _____ (“Requestor”).

In consideration of being granted a license to use the campus of Saint Louis University and to photograph or otherwise visually record the property of the University (“Campus Areas”), Requestor hereby agrees to the following:

1. Requestor agrees to file a request in writing describing the project with the Office of University Marketing and Communications at least ten (10) days prior to any filming/photographing/videotaping (the “Project”), unless otherwise agreed to, in writing, by the University. The proposal shall include a copy of the script or other descriptive documentation of the proposed production, including, but not limited to, dialog, location(s), poses, and other related information so that the University may assess the appropriateness of the use of the Campus Areas. All requests must be in writing and contain a brief description of the Project, complete script, sponsoring company or organization, person or entity responsible for payment and a waiver absolving the University from any risk or liability. Upon review of the request, the University shall, in its sole discretion, grant or deny permission to use designated Campus Areas.

2. Requestor agrees to pay to the University the following fees for access and use of the Campus Areas, as specified in Appendix A:

(a) **Outdoor Locations** (lawns, malls, athletic fields, etc.).

(i) \$1,500 per day, or part of day (plus costs for any additional security and facilities management services if required by the Requestor or University*).

(b) **Indoor Locations**.

(i) Classrooms and Labs: \$1,500 per day, or part of day (plus security and management services, if required by Requestor or University*). For videotaping or filming of academic activity, prior written permission is required from the instructor and all students involved.

(ii) Offices and Lobby Areas: \$1,000 per day, or part of day (plus security and facilities management services, if required by Requestor or University*).

(c) **Buildings** (requests that involve an entire facility).

- (i) Single-Floor Facilities: \$2,500 per day, or part of day (plus security and facilities management services, if required by Requestor or University*).
- (ii) Multi-Floor or Multi-Level Facilities: \$5,000 per day, or part of day (plus security and facilities management services, if required by Requestor or University*).

* security and facilities management services fees are for services intended to benefit the University and shall not be construed to provide security or other services to Requestor.

3. A damage deposit of \$ _____ shall be paid to the University seven (7) days prior to the commencement of the Project. Failure to timely pay such damage deposit shall result in the immediate termination of this Agreement. The University shall refund said damage deposit to Requestor within five (5) business days following the termination of the Project; provided, however, that Requestor in no way damages the University's property during Requestor's use and provided further that Requestor owes no outstanding balances to the University. In the event Requestor damages University property, the damage deposit shall be applied towards the cost of repairing the damaged property and, if applicable, any unused portion of the damage deposit shall be returned to Requestor or applied by the University to any other amounts owed by Requestor. The amount of the damage deposit shall not be construed, in any instance; to limit the amount of the University's right of recovery from Requestor for damage to University property. Requestor hereby grants University the right to apply any of Requestor's damage deposit funds to any outstanding obligations due University by Requestor.

4. Requestor agrees that videotaping or filming must be conducted at the time least likely to be disruptive to the academic process and student life. Requestor's access to University's property shall commence on _____ and shall terminate on _____. Requestor's activities shall not take place between the hours of _____ a.m./p.m. and _____ a.m./p.m.

5. Requestor agrees that at no time will the University's name, nicknames, logos or symbols, nor any of its building and unit names, be used in commercials and advertisements without the University's prior written approval. The University's facilities that are readily recognized by the public (e.g., DuBourg Hall, College Church, and Cupples House) may be used as backgrounds for commercials and advertisements only if script and shooting-angle clearance are granted in advance by the Office of University Marketing and Communications. Requestor further agrees that the University's name will not be used in any manner of endorsement without prior written approval of the Office of Public Relations.

6. Any use of University students in feature-length productions, commercials, advertisements, etc., must be approved in advance with the Office of University marketing and Communications. All arrangements for extras regarding modeling fees, etc., must be made directly with those individuals involved. At no time will non-enrolled models be permitted to pose as enrolled University students.

7. Requestor shall properly identify "Saint Louis University" in the credits of any feature-length productions.

8. Requestor shall release, indemnify, and hold the University, its trustees, officers, employees, agents and students harmless from any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorney's fees, arising out of injuries to persons, damages to property, claims based on alleged defamation or infringement of rights to copyright, trademark, service mark or other intellectual property, or rights to privacy and / or any and all other damages in connection with Requestor's activities and use of the University's facilities or equipment, whether from an occurrence at the property of the facility itself during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise, AND NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON INDEMNIFIED HEREUNDER. Requestor further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Agreement.

9. Requestor agrees to provide to the University proof of comprehensive general liability insurance for not less than \$1,000,000 per occurrence, \$3,000,000 aggregate from a reputable insurance carrier approved by the University which names the University as an additional insured. The University retains the right to cancel this Agreement if such insurance is not provided by the established deadline or maintained through the scheduled use.

10. THE UNIVERSITY MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO ANY OF THE SERVICES TO BE PERFORMED OR OBLIGATIONS OF THE UNIVERSITY CONTAINED HEREIN. IN NO EVENT SHALL THE UNIVERSITY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHETHER FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR OTHERWISE RELATIVE TO THIS AGREEMENT. IN NO EVENT SHALL THE UNIVERSITY'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY REQUESTOR FOR SERVICES UNDER THIS AGREEMENT. THE PRICE PAID BY REQUESTOR REFLECTS THIS BARGAINED FOR LIMITATION OF LIABILITY.

11. Production staff must display official credentials, approved in advance by University, at all times while on campus. Final contractual arrangements must be coordinated through the Office of University Marketing and Communications. Requestor agrees to abide by all University policies and procedures.

12. Requestor acknowledges receipt of Saint Louis University's policy concerning commercial videotaping or filming on campus which is incorporated herein by reference.

13. Failure by either party to enforce one or more of the provisions contained herein shall not be deemed or construed to constitute a waiver of default or of any other violation or breach of any of the terms contained herein.

14. This Agreement may not be amended by either party, except by a written amendment executed by a duly authorized representative of each party.

15. This Agreement may not be assigned by Requestor without the express written consent of University.

16. This Agreement shall be governed by and construed under the laws of the State of Missouri. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States court, located in St. Louis, Missouri, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be canceled, annulled or terminated.

17. If either party is unable, by force majeure, to perform its obligations under this Agreement, it is agreed that performance of such obligations by such party, so far as they are affected by force majeure, shall be excused from the inception of any such inability. The term "force majeure," as used in this Agreement, shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.

18. All obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement shall survive the termination, cancellation or expiration of this Agreement.

19. This Agreement supercedes any and all other agreements, either oral or written, and contains the entire agreement of the parties.

SAINT LOUIS UNIVERSITY

REQUESTOR

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Phone: _____

**Appendix A
Charges and Amounts Due**

PAYMENT DUE ON _____

Outdoor Venues

Specific Locations:

1. _____ x _____ days x \$ _____ per day = \$ _____

2. _____ x _____ days x \$ _____ per day = \$ _____

Special Services per Locations Above:

1. _____ x _____ days x \$ _____ per day = \$ _____

2. _____ x _____ days x \$ _____ per day = \$ _____

Subtotal Outdoor Venues \$ _____

Indoor Venues

Specific Locations:

1. _____ x _____ days x \$ _____ per day = \$ _____

2. _____ x _____ days x \$ _____ per day = \$ _____

Special Services per Locations Above:

1. _____ x _____ days x \$ _____ per day = \$ _____

2. _____ x _____ days x \$ _____ per day = \$ _____

Subtotal Indoor Venues \$ _____

Entire Buildings

Specific Locations:

1. _____ x _____ days x \$ _____ per day = \$ _____

2. _____ x _____ days x \$ _____ per day = \$ _____

Special Services per Locations Above:

1. _____ x _____ days x \$ _____ per day = \$ _____

2. _____ x _____ days x \$ _____ per day = \$ _____

Subtotal Entire Buildings \$ _____

Grand Total Due SLU \$ _____

Total Damage Deposit Due SLU \$ _____