

**UNIVERSITY OF ARIZONA
FACILITIES USE AGREEMENT**

**THIS AGREEMENT IS FOR CREATIVE OR DOCUMENTARY FILMING ON CAMPUS
AND NOT FOR PRODUCT OR BRAND ADVERTISING SHOOTS FOR COMMERCIAL OR
FOR-PROFIT ENTITIES**

This agreement is made this ___ day of _____, 20__ by and between the Arizona Board of Regents on behalf of the University of Arizona (hereinafter referred to as “University”) and _____, Inc., located at _____ (hereinafter referred to as “User”);

WHEREAS, User wishes to obtain the temporary use of the facilities described below located on The University of Arizona campus and University wishes to permit such use by User under the following terms and conditions;

NOW THEREFORE it is agreed as follows:

1. USE OF FACILITIES:

(A) The University hereby grants to User non-exclusive permission to use the locations and buildings listed below (collectively the “Facilities”) at the dates and times specified for the purposes of recording, photographing, videotaping or filming _____ more specifically described on the attached Exhibit A (the “Film” or “Production”):

Campus Location(s)/Building(s)	Date(s)	Time(s)	<u>Number of Accompanying-</u>	
			Vehicles	Personnel/Agents
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(B) If the usage of the Facilities will be recurring during the period(s) listed above, User agrees to keep a log of the each use and provide the log to the University at the completion of the Production. User may bring customary equipment, and its personnel and agents listed above, into the Facilities in connection with the Production.

(C) As consideration for such usage, User agrees to pay to The University of Arizona the sum of \$_____ plus applicable sales tax, plus the cost of any special services. It is understood that the cost of special services performed by University for User will be payable upon presentation of an invoice following the Production. A deposit of \$_____ is required for special services. The sum of \$_____ is to be paid by User to University upon the signing of this Agreement.

The following special services are to be provided to User by the University:

<u>Special Services to be provided</u>	<u>Charge(s)</u>
_____	_____
_____	_____
_____	_____
_____	_____

(D) User agrees to exercise due care in the use of the Facilities, and at the end of the Production to return the Facilities and University property in as good a condition as when received. User agrees to indemnify University against any damages occasioned to the Facilities and equipment and furnishings contained therein, by reason of the User's use and occupancy thereof.

(E) User agrees to comply with all applicable State and University Fire Code requirements, including but not limited to the orderly evacuation of the Facilities, buildings and other occupied areas should a fire alarm sound.

(F) User agrees to comply with all applicable University and Arizona Board of Regents policies and local, state and federal laws, and to obtain any required permits for the Production.

2. OTHER PERMISSIONS:

(A) User will not permit the filming, recording, photographing, or use of the name or likeness, of any employee or student of the University, except for incidental background photographing, without the express written consent of such student or employee. All consents or other agreements obtained from students or employees shall be obtained individually by User, and shall not alter this Agreement or the relationship or rights of the parties hereto.

(B) Subject to the terms and conditions of this Agreement, the University grants to User the nonexclusive limited license to use campus images in scenes shot on the University campus in connection with the Production for non-commercial, not for profit purposes as permitted under this Agreement. User may utilize the University's name in statements of fact about the University in User's advertising and promotion of the Production. User shall not state that the University sponsored or endorses the Production. User shall not use the University's names, trademarks, indicia and logos (collectively, the "Marks") in scenes shot on the University campus in connection with the Production in any advertising or ancillary uses thereof.

This Agreement and License Grant does **not** grant User the right to manufacture, market, sell or have manufactured marketed or sold on its behalf any merchandise (for example t-shirts, caps, mugs, etc) bearing the Marks. If User learns of any infringing uses of the Marks related to this Agreement or User's use of the Marks, it shall promptly notify the University of such uses and assist in causing such practices to cease. Any University Marks that appear in the Film shall not be altered or modified by User, and shall appear as they appear on the University campus and in the Facilities. All clothing or apparel bearing University Marks and appearing in the Film shall have been supplied by vendors officially licensed by University to use its Marks.

(C) User agrees that the portrayal of the University shall be substantially as indicated in

Exhibit A, incorporated herein, for the Film or Production, and shall not depict University in a disparaging, defamatory, derogatory or unflattering manner. Any substantial deviation from Exhibit A may void the grant of permissions if, in the sole discretion of University, the portrayal of University is unacceptable in any respect. To ensure compliance with this provision, User will arrange for a pre-screening of the Film by University prior to locking, distribution, airing or release. The inclusion in the Film of any University Marks shall be limited to the scenes described on Exhibit A. Any uses of University Marks, other than those described herein, must be approved in writing in advance by the University's Office of Trademarks and Licensing.

3. NCAA Rules:

User will comply with and be bound by all pertinent regulations of the National Collegiate Athletic Association ("NCAA"), specifically including Regulation 12.1.1, related to amateur status and prohibited forms of remuneration, payment, services or other benefits for student-athletes; Regulation 12.5.1.8, related to promotion by third-party of highlight film, videotape or media guide; Regulation 12.5.2.2, related to the use of a student-athlete's name or picture without permission; Regulations 12.5.3(a) and (b), related to student-athlete media activities; Regulations 13.10.1 and 13.10.3, related to prohibited media presence or activities involving prospective student-athletes and recruiting contacts; and Regulation 13.11.1, related to prohibited activities involving tryouts.

4. INDEMNITY:

User shall indemnify, defend, and save harmless University, and its employees, from any and all claims, demands, suits, actions, proceedings, loss, costs, and damages of every kind and description, including attorneys' fees and/or litigation expenses, which may be brought or made against or incurred by the University, or its employees, on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of User, its employees, agents, representatives, volunteers, or subcontractors, their employees, agents, volunteers, or representatives, in connection with or incident to the performance of this Agreement, or arising out of Workers' Compensation claims, Unemployment Compensation, or Unemployment Disability Compensation claims of employees of User and/or its subcontractors, or claims under similar such laws and obligations. User's obligations under this section shall not extend to any liability caused by the sole negligence of the University or its employees.

5. INSURANCE REQUIREMENTS:

User shall provide and maintain insurance coverage applicable to the Production as follows:

- a. Commercial general liability in the amount of: \$2,000,000 (each occurrence);
- b. Comprehensive automobile liability in the amount of \$2,000,000; and
- c. Workers' Compensation as required by statute.

Upon signing of this Agreement and prior to the Production, User will furnish certification of such coverage that names the Arizona Board of Regents on behalf of the University of Arizona as additional insured for the Production. The certificate shall clearly establish that the coverage provided is primary and that any insurance carried by the University is excess.

6. TERMINATION:

Either Party may terminate this Agreement at any time upon sixty (60) days written notice to the other Party, if circumstances beyond its control preclude continuation of the Production, or if the Production is no longer cost effective for either Party. In the event that either Party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other Party hereto, the Party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other Party to such effect, and such termination shall be effective as of the date of the receipt of such notice. The defaulting party shall be responsible for all costs and expenses associated with the termination, and shall reimburse the non-defaulting party for such. Notwithstanding the foregoing, the University may remove User from the Facilities, and any other University building, structure, property or grounds, and terminate this Agreement immediately if necessary to protect the public health, safety or welfare of the University community.

7. DESIGNATED REPRESENTATIVES:

Each Party shall designate one person who shall serve as the primary point of contact between the User and the UNIVERSITY. The name of each primary contact is set forth below:

For User: _____

For University: _____

8. ARIZONA STATE AGENCY PROVISIONS:

(A) The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

(B) This Agreement is subject to Section 38-511, Arizona Revised Statutes, related to conflicts of interest.

(C) The parties agree that should a dispute arise between them concerning this Agreement and no party seeks affirmative relief other than money damages in the amount of Fifty Thousand Dollars (\$50,000) or less, exclusive of interest, costs and attorneys' fees, the parties shall submit the matter to arbitration pursuant to the Uniform Arbitration Act, A.R.S §12-1501 et seq., whose rules shall govern the interpretation, enforcement, and proceedings pursuant to this section. An arbitrator selected by the parties shall hear the matter, or if the parties cannot agree on an arbitrator, then each party shall select one person to act as an arbitrator, and the two selected arbitrators shall then select a third arbitrator within ten (10) days of their appointment.

(D) The parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the State Legislature of Arizona. Should the Legislature fail to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the Arizona Board of Regents may reduce the scope of this Agreement if appropriate or cancel the Agreement without further duty or obligation. The University agrees to notify other party(ies) as soon as reasonably

possible after the unavailability of said funds comes to the University's attention.

(E) Neither party will assign this Agreement without the consent of the other party.

(F) This Agreement constitutes the entire agreement and understanding of the parties with respect to its subject matter. No prior or contemporaneous agreement or understanding will be effective. This Agreement is governed by the laws of Arizona, the courts of which state shall have jurisdiction over its subject matter.

“USER”

_____, Inc.

By: _____

Title

Dated

“UNIVERSITY”

ARIZONA BOARD OF REGENTS
On behalf of
THE UNIVERSITY OF ARIZONA

By: _____

Director of Procurement and
Contracting Services

Dated

EXHIBIT A

(attach)