

## ARIZONA STATE UNIVERSITY FILMING AGREEMENT

THIS AGREEMENT is made on \_\_\_\_, 20\_\_ by and between \_\_\_\_\_,<sup>1</sup>  
a \_\_\_\_\_ (Company) and the ARIZONA BOARD  
OF REGENTS, a body corporate, for and on behalf of ARIZONA STATE UNIVERSITY (ASU).

### 1. General Information

The addresses of the parties for purposes of this Agreement are as follows:

<u>ASU</u>	<u>Company</u>
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Department Name  
Arizona State University  
PO Box 87xxx  
Tempe, Arizona 85287-xxxx

Phone: xxx- xxx-xxxx  
Email: xxxx@asu.edu

Phone:  
Email:

Program/Series/Movie (the Program):

Broadcaster and/or Distributor (Assignee(s))<sup>2</sup>:

Purpose of filming:

Company contact:  
Phone number:  
Email address:

ASU contact:  
Phone number:  
Email address:

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1 Include full legal name of company with the corporate suffix (such as Inc., LLC, etc.), the state of formation, and the type of entity (for example, ABC, Inc., an Arizona corporation).

2 If the production company is filming on behalf of another outlet include both the name of the production and the outlet (Assignee) [for example, *Space Explorers* that will be broadcasted on or distributed by the Planet Channel].

**Filming** means capturing still and/or moving images and sound recordings, in all forms and formats, including motion pictures, sound recordings, live streaming, filming, videotaping, still photography, digital imaging, and any other methods of capturing visual and audio images and/or sounds.

2. **Premises.** Premises means only the following location(s) at ASU:
  
3. **Use Date & Time.** Company's use of the Premises shall only be on:
  
4. **Authorized Use.** Permission is granted to Company to use and occupy the Premises, on a non-exclusive basis, solely for the purpose of capturing still and/or moving images and sound recordings (Material), which Material Company will use only in connection with: \_\_\_\_\_ and will only be broadcasted on or distributed by Assignee(s) (the Authorized Use).

The Authorized Use is:

- Commercial Use
- Commercial Use in collaboration with ASU Liaison: \_\_\_\_\_
- Non-commercial Use
- Media Relations

5. **Administrative Coordination Fee.** If Company is not in collaboration with ASU and is Filming for commercial use, prior to commencement of Filming, Company will pay ASU a non-refundable Administrative Coordination Fee of \$200 to process Company's Filming request.
  
6. **Rental, Filming, and Personnel Fees.** If Company is not in collaboration with ASU and is Filming for commercial use, in addition to the Administrative Coordination Fee, prior to commencement of Filming, Company will pay ASU the amount of \$\_\_\_\_\_ for applicable fees including but not limited to location rental, film/photo shoot fee, and ASU personnel costs.
  
7. **Parking and Traffic.** A Company not in collaboration with ASU that is Filming for commercial use, will pay parking and traffic control costs. Company will pay ASU separately for all parking needs such as vehicle parking, barricades, rehearsal parking and DPS traffic. Company must coordinate all parking arrangements with ASU at least 3 business days prior to commencement of Filming.
  
8. **Assignment.** Company may not assign any of its rights or obligations under this Agreement except to Assignee(s), or except as otherwise approved in writing by ASU, in

each case only to the extent that the assignee agrees in writing to ASU to assume the obligations of Company under this Agreement.

9. **Review.** Prior to the premiere of the Program and each other use of the Material thereafter, and during the editing phase of the Program, Company will provide to ASU a “rough cut” video review link of the Program elements that feature the Premises filmed during the filming date(s) set forth above (the Segment Rough Cut) for ASU’s review of factual and technical accuracy, as well as proper use of ASU Indicia and ASU Marks (as defined below). ASU will review the Segment Rough Cut within 10 business days after receipt and will provide Company with any comments in writing (the Rough Cut Comments) within the 10 business day period. If ASU determines that the Segment Rough Cut contains elements that are not factually or technically accurate, or that ASU’s Indicia or Marks are not depicted properly, Company will consult in good faith with ASU, and take all actions necessary to resolve the Rough Cut Comments to ASU’s satisfaction. If ASU does not provide Rough Cut Comments within the 10 business day period, Company may deem the Segment Rough Cut to be accepted by ASU.
10. **Copyright.** Company will own the copyright to the Material, subject to the use restrictions herein. This Agreement entitles Company and Assignee(s) to the rights to exhibit, broadcast, perform, transmit, reproduce, exploit, advertise, promote and market the Material, solely in connection with the Authorized Use, in any and all forms of media worldwide including theatrical motion pictures, broadcast, cable, pay, satellite and other forms of television, video cassettes, cartridges, CD, CD-I, CD-ROM, discs and other similar and dissimilar devices, whether now or hereafter devised throughout the universe, solely to the extent the Material is used consistent with the Authorized Use.
11. **No Endorsement.** In agreeing to the Authorized Use, ASU does not sanction or endorse any entity, product or service. Company will not represent or imply any ASU support or endorsement of Company or any entity, product, or service in the use of the Material or in any public or private communication. ASU grants Company the right to Film and record within the Premises using and/or reproducing the identifying features thereof, including signage, buildings, structures, or venue names (the ASU Indicia). Use of any ASU Indicia outside of the Authorized Use requires prior written authorization of ASU.
12. **ASU Names and Marks.** Other than the permitted use of the ASU Indicia as set forth above, Company will not use any names, service marks, trademarks, trade names, logos, or other identifying names, domain names, or identifying marks of ASU (the ASU Marks), without in each case, the prior written consent of ASU. Company’s use of any ASU Marks must comply with ASU’s requirements including using the ® indication of a registered trademark where applicable.
13. **Indemnification.** Company will conduct its activities in and about the Premises in a careful and safe manner. Company will indemnify, defend, and hold harmless the State

of Arizona, its departments, agencies, boards, commissions, universities, and its and their officials, agents and employees (collectively, Indemnatee) for, from, and against any and all claims, actions, liabilities, damages, losses, suits, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property to the extent caused, or alleged to be caused, by: (i) the negligence, acts or omissions of Company or any of its owners, officers, directors, members, managers, agents, employees or subcontractors; (ii) a breach of this Agreement; (iii) failure to comply with any applicable law; or (iv) violation of any third party copyright, defamation, invasion of privacy, or other proprietary right in connection with the Authorized Use. Company will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

- 14. Insurance for Tempe, Polytechnic, and West Campuses.** Company, at its expense, will procure and maintain during the Authorized Use a policy of commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence, single limit, against claims for bodily injury, death and property damage occurring in connection with Company's use of the Premises. Company must also provide Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 with respect to Company's owned, hired or non-owned vehicles, assigned to or used in performance of the agreement. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Company for the policies listed above.

In addition, Company must provide Worker's compensation insurance in form and amounts as required by law, and Employers' Liability insurance in an amount of not less than \$1,000,000 each accident, \$1,000,000 each employee disease, and \$1,000,000 for policy limit disease. Depending on the Authorized Use as defined in this Agreement, additional insurance coverages or increased limits may be required by ASU. Company must provide University with a certificate evidencing this insurance coverage, any required endorsements, and any applicable licenses, no later than 3 days prior to Company's use of the Premises.

- 15. Insurance for Downtown Phoenix Campus.** Company, at its expense, will procure and maintain during the Authorized Use a policy of commercial general liability insurance in an amount of not less than \$1,000,000 each occurrence, single limit, and \$5,000,000 in the aggregate, against claims for bodily injury, death and property damage occurring in connection with Company's use of the Premises. Company must also provide Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 with respect to Company's owned, hired

or non-owned vehicles, assigned to or used in performance of the agreement. The State of Arizona, its departments, agencies, boards, commissions, universities, and its officers, officials, agents, and employees, and the City of Phoenix will be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of Company for the policies listed above.

In addition, Company must provide Worker's compensation insurance in form and amounts as required by law, and Employers' Liability insurance in an amount of not less than \$1,000,000 each accident, \$1,000,000 each employee disease, and \$1,000,000 for policy limit disease. Depending on the Authorized Use as defined in this Agreement, additional insurance coverages or increased limits may be required by ASU. Company must provide University with a certificate evidencing this insurance coverage, any required endorsements, and any applicable licenses, no later than 3 days prior to Company's use of the Premises.

16. **Damages.** Company will, at ASU's sole option, immediately repair, pay to, and/or reimburse, ASU all costs associated with any damage to the Premises, or the furnishings, fixtures, or equipment in or about the Premises, to the extent caused by Company, or any of Company's owners, officers, directors, members, managers, agents, employees or subcontractors.
17. **Premises Capacity and Control.** Company will not permit persons inside the Premises in excess of the established capacity. The Premises will at all times be under ASU's control.
18. **Conflict of Interest.** If within 3 years after the execution of this Agreement, Company hires as an employee or agent any ASU representative who was significantly involved in negotiating, securing, drafting, or creating this Agreement, then ASU may cancel this Agreement as provided in Arizona Revised Statutes (ARS) § 38-511.
19. **Responsibility.** Each party is responsible for the negligent or willful acts or omissions of its employees and contractors when acting under such party's direction and supervision. ASU recognizes an obligation to pay attorneys' fees or costs only when assessed by a court of competent jurisdiction. Notwithstanding the terms of this Agreement or any other document: (i) other than for employees and contractors acting under ASU's direction and supervision, ASU is not responsible for any actions of any third parties, including its students; and (ii) no person may bind ASU unless they are an authorized signatory in PUR-202.
20. **Warranties.** Company warrants to ASU that: (i) Company will act in a professional and workmanlike manner and in conformity with industry standards through persons reasonably suited by skill, training and experience for the type of services they are assigned to perform; and (ii) the Material and the Program will not infringe on or violate any intellectual property rights of any third parties.

21. **Regulations and Laws.** Company must comply with and will ensure its affiliates and Assigns comply with, all applicable laws, and with all applicable ordinances, rules and regulations of the Arizona Board of Regents and ASU.
22. **Weapons, Explosives, Devices, and Fireworks.** [ASU's Weapons, Explosives, and Fireworks Policy](#) prohibits the use, possession, display or storage of any weapon, explosive device or fireworks on all land and buildings owned, leased, or under the control of ASU or its affiliated entities, in all ASU residential facilities (whether managed by ASU or another entity), in all ASU vehicles, and at all ASU or ASU affiliate sponsored events and activities, except as provided in ARS § 12-781, or unless written permission is given by ASU's Police Chief or a designated representative. Company will notify all persons or entities who are employees, officers, subcontractors, consultants, agents, guests, invitees or licensees of Company of this policy, and Company will enforce this policy against all such persons and entities.
23. **Tobacco-Free University.** ASU is tobacco-free. For details visit <http://www.asu.edu/tobaccofree>.
24. **Nondiscrimination.** The parties will comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration, and nondiscrimination, including the Americans with Disabilities Act. **If applicable, the parties will abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.**
25. **Records.** To the extent required by A.R.S. § 35-214, the non-ASU parties to this Agreement (jointly and severally, Company) will retain all records relating to this Agreement. Company will make those records available at all reasonable times for inspection and audit by ASU or the Auditor General of the State of Arizona during the term of this Agreement and for 5 years after the completion of this Agreement. The records will be provided at Arizona State University, Tempe, Arizona, or another location designated by ASU on reasonable notice to Company.
26. **Notices.** All notices and communications required or permitted under this Agreement will be in writing and will be given by personal delivery against receipt (including private courier service such as Federal Express), or certified United States Mail, return receipt requested. All notices and communications will be sent to the addresses set forth on page 1 or to such other address as the parties may specify in the same manner.

Notices, if delivered, and if provided in the manner set forth above, will be deemed to have been given and received on the date of actual receipt or upon the date receipt was refused. Any notice to be given by any party may be given by legal counsel for such party.

- 27. **Arbitration.** The parties agree to arbitrate disputes filed in Arizona Superior Court that are subject to mandatory arbitration pursuant to ARS § 12-133. ARS § 12-1518 requires this provision in all ASU contracts.
- 28. **Governing Law and Venue.** This Agreement will be governed by the laws of the State of Arizona without regard to any conflicts of laws principles. ASU’s obligations are subject to the regulations/policies of the Arizona Board of Regents. Any proceeding arising out of or relating to this Agreement will be conducted in Maricopa County, Arizona. Each party consents to such jurisdiction, and waives any objection it may have to venue or convenience of forum.

IN WITNESS WHEREOF, the parties agree to be bound by this Agreement.

THE ARIZONA BOARD OF REGENTS  
for and on behalf of  
ARIZONA STATE UNIVERSITY

COMPANY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signatory Please Print Name

\_\_\_\_\_  
Signatory Please Print Name

\_\_\_\_\_  
Signatory Please Print Title

\_\_\_\_\_  
Signatory Please Print Title

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Date signed

Accepted and Agreed by each Assignee: