

## 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 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:

ASU

Company

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:

---

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].

For convenience, the word "filming" shall include commercial and educational motion pictures, filming, videotaping, still photography and digital imaging.

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 Liason: \_\_\_\_\_
- 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 and 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 three 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 shall 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 shall entitle 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, with or without scenes containing the Premises or any portion thereof in any and all forms of media worldwide including, without limitation, 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 that 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 product or service. Company shall not represent or imply any ASU endorsement or support of any 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, or any building, structure, or venue name (the “*ASU Indicia*”). Use of any ASU Indicia outside of the Authorized Use requires specific 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 each occurrence with respect to Company’s owned, hired or non-owned vehicles, assigned to or used in performance of the agreement. The Company must have the above insurance policy(ies) endorsed to include and as Additional Insured **the State of Arizona, Arizona Board of Regents, Arizona State University their officials, agents and shall be named as additional insureds with respect to liability arising out of activity performed by or on behalf of Company or in connection with the Authorized Use.** 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. Company must provide University with a certificate evidencing this insurance coverage and required endorsements no later than three 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 each occurrence with respect to Company’s owned, hired or non-owned vehicles, assigned to or used in performance of

the agreement. Company must have the above insurance policy(ies) endorsed to include and as Additional Insured **the State of Arizona, Arizona Board of Regents, Arizona State University their officials, agents and the City of Phoenix and shall be named as additional insureds with respect to liability arising out of activity performed by or on behalf of Company or in connection with the Authorized Use.** 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. Company must provide University with a certificate evidencing this insurance coverage and required endorsements no later than three 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 shall not permit persons inside the Premises in excess of the established capacity. The Premises shall at all times be under the control of ASU.
18. **Conflict of Interest.** In accordance with Arizona Revised Statutes ("A.R.S.") § 38-511, ASU may cancel this Agreement within three years after the execution of this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement on behalf of ASU, at any time while this Agreement or any extension thereof is in effect, is an employee or agent of any other party to this Agreement in any capacity or a consultant to any other party with respect to the subject matter of this Agreement.
19. **Regulations and Laws.** Company must comply with all applicable laws, and with all applicable ordinances, rules and regulations of the Arizona Board of Regents and Arizona State University.
20. **Weapons, Explosive Devices, and Fireworks.** ASU 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 or related 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 A.R.S. § 12-781 or unless written permission is given by the Chief of the ASU Police Department or a designated representative. Notification by Company to all persons or entities who are employees, officers, subcontractors, consultants, agents, guests,

invitees or licensees of Company (“*Company Notification Parties*”) of this policy is a condition and requirement of this Agreement. Company further agrees to enforce this contractual requirement against all Company Notification Parties. ASU’s policy may be accessed through the following web page:

<http://www.asu.edu/aad/manuals/pdp/pdp201-05.html>.

21. **Tobacco-Free University**. ASU is tobacco-free. For details visit <http://www.asu.edu/tobaccofree>.
22. **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.**
23. **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 a period of five 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.
24. **Notices**. All notices and communications required or permitted under this Agreement shall be in writing and shall 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 shall 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, shall 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.

25. **Arbitration in Superior Court.** In the event of litigation, as required by A.R.S. § 12-1518, the parties agree to make use of arbitration in all contracts that are subject to mandatory arbitration pursuant to rules adopted under A.R.S. § 12-133.
26. **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 hereunder 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 waives any objection it may now or hereafter have to venue or to 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

CONTRACTING PARTY

\_\_\_\_\_  
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: