**FILMING AGREEMENT**

**BETWEEN**

**LICENSEE**

**AND**

**MIDDLE TENNESSEE STATE UNIVERSITY**

This Filming Agreement (“Agreement”) is entered into as of the date of the final signature below (“Execution Date”), by and between Middle Tennessee State University, hereinafter referred to as the “Institution” and [INSERT], hereinafter referred to as “Licensee” and shall become effective commencing upon the start date of the contract term as outlined in the Agreement (“Effective Date”).

W I T N E S S E T H:

Whereas Licensee wishes to utilize Institution-owned or leased sites and facilities for a one-time use only and only for the production of [INSERT], hereinafter referred to as “Program”. The Institution is willing to allow such filming based on the terms and conditions set forth herein.

1. **Purpose**. The purpose of this Agreement is to allow Licensee to film at the campus of Institution, specifically, the following locations, hereinafter referred to as “Premises”:

[INSERT]

1. **Term of Agreement.** Institutionhereby grants to Licensee and its employees, agents, and contractors the non-exclusive right to enter and remain upon Premises with personnel and equipment for the sole and express purpose of recording and photographing scenes live or on tape, film, or by any other process on Premises solely for use in connection with, or as part of, Program on the following dates, at the following times:

[INSERT]

This term may be extended by mutual agreement in writing of the parties. Licensee may, upon written request to the Institution and subsequent written approval from the University, re-enter and use Premises for such periods as may be reasonably necessary to photograph re-takes or added scenes, etc., desired by Licensee upon the same terms and conditions contained in this Agreement.

1. **Termination.** This Agreement may be terminated without notice upon grounds that Premises have been rendered unusable or due to an act of God subject to Section 17 Force Majeure. This Agreement may also be terminated by Institution pursuant to the terms of Section 5 Care of Premises. Institution may also terminate this Agreement if it becomes aware of any threat to personal or public safety arising from the production of the Program. Otherwise, either party may terminate this Agreement by giving the other party at least five (5) days’ notice before the effective date of termination.
2. **Hold Harmless; Release.** Licensee shall release, indemnify, and hold harmless the Institution and the State of Tennessee, its employees, trustees, officers, and agents from any and all liability, claims, suits, actions, damages, settlements, and expenses, including attorney’s fees, arising out of injury to person, damages to property, claims based on alleged defamation or infringement of right to copyright, trademark, service mark, or other intellectual property, or rights to privacy and/or any and all other damages in connection with Licensee’s activities and use of the Premises. This representation and warranty shall survive the termination or expiration of this Agreement. Licensee agrees to assume all responsibility for obtaining necessary consent from all persons who are filmed or photographed and will inform all such persons that the filming is not an Institution project and is not being done at the Institution’s request. Licensee will indemnify Institution from liability for unauthorized publication or improper use of any person’s image or likeness without their consent.
3. **Care of Premises.** Licensee agrees to cause no damage or harm to Premises. Prior to the commencement of filming, Licensee will provide Institution with a filming schedule indicating each location where filming is to take place and further indicating what, if any, additional scenery, props, etc. will be used to dress any location. Licensee must receive advanced express approval of any alterations that are to be made to University property. Upon completion of filming at a given location, the Licensee shall remove all scenery and props, clean the location, and pay all costs for restoring and/or repairing Premises due to damages resulting from the activities of Licensee, its employees, agents, contractors, and anyone associated with Licensee in any capacity.
4. **Campus Operation and Disruption.** Licensee agrees to use its best efforts to prevent its activities from interfering with normal operations of Institution. Institution reserves the right to impose reasonable restrictions on Licensee’s activities to ensure that such interference with normal operations does not occur. If the filming is deemed by Institution to be unreasonably disruptive to normal operations, Licensee shall correct the condition, or Institution may cause this Agreement to be immediately revoked and remove Licensee from Premises.

While on Institution property, all personnel connected with Licensee or its contractors must abide by Institution rules and regulations and cooperate with other campus users, administrators, faculty, staff, and students. Licensee and its contractors, employees, and agents will comply with the reasonable instructions of Institution personnel. Institution reserves the right to require Licensee to remove from Premises any person whose conduct is not conducive to the maintenance of an educational environment. Licensee agrees that it will be supervised by Institution personnel at all times while on Premises to ensure compliance with Institution rules and regulations and this Agreement. All students who do not wish to be filmed must be given the opportunity to move out of frame before filming commences.

1. **Public Safety and Indemnity.** Licensee agrees to conduct its activities on Premises so as not to endanger any person or property, and to indemnify and hold Institution harmless from any and all liabilities arising out of its use of Premises including, but not limited to, personal injury, property damage, court costs, and attorney’s fees.
2. **Equipment, Services, Supplies Provided by Institution.** Licensee shall reimburse Institution for equipment, supplies, utilities, or other services provided by Institution to the License. Reimbursement shall be on the basis of Institution’s cost of, or nominal charges for, said items or services. Use of equipment, supplies, or other services shall require prior written approval of the department head whose equipment, supplies, or other services are being utilized by Licensee.
3. **Use of Institution Personnel.** Licensee agrees to pay for the services of Institution personnel, should it require their services. The expense of Institution personnel furnished for Licensee’s benefit shall be reimbursed by Licensee to Institution at each individual’s respective regular hourly rate, and overtime rate that may apply, plus benefits.
4. **Campus Parking.** Licensee and its agents, contractors, and employees shall comply with Institution’s parking and vehicle access rules and regulations. Any special parking arrangements shall be made in advance with Institution’s Office of Parking and Transportation Services. Nothing in the foregoing shall be interpreted as requiring the Office of Parking and Transportation Services to grant any such special arrangement.
5. **Image Rights.** Subject to Section 12 Use of the Premises, Licensee shall be the sole and exclusive owner, throughout the world in perpetuity, of all rights of whatever nature including, without limitation, all copyrights, films, photographs, and recordings made (hereinafter “Work”) by Licensee pursuant to this Agreement. Institution acknowledges that Licensee owns all rights in and to all such recordings and photographs, whether still or moving.
6. **Use of the Premises.** Licensee will make use of Premises in such manner as to preserve the integrity, character, reputation, and dignity of Institution. Licensee agrees to submit a script or story boards to Institution prior to any filming on Premises. The images/story segments being filmed on Premises will in no way disparage or reflect poorly on Institution or impugn the reputation of Institution or persons associated with it. This determination may be made by Institution at its sole discretion. If Institution so determines, Licensee agrees not to use the objectionable images/story segments.This Agreement does not provide the Licensee permission to modify Premises or to use Premises in any derivative versions of Program or its promotion. The parties acknowledge that Premises being provided, if improperly used by Licensee, could result in irreparable harm to the name and reputation of Institution. As a result, in addition to any other remedies that may be available in law, equity, or otherwise, Institution will be entitled to seek injunctive relief against any threatened or actual breach of Agreement or the continuation of any such breach by Licensee, without the necessity of proving actual damages.
7. **Institution Names and Trademarks.** Subject to prior Institution review and approval, Licensee may be authorized to incorporate the name (including contraction, abbreviation, or simulation), identifiable campus landmarks, logos, trademarks, and symbols of Institution (hereinafter “Trademarks”) in the production, advertising, publicity, or promotion of Program only. Licensee will not utilize Trademarks to imply endorsement or other association with Licensee without Institution’s written consent in advance of such use.
8. **Film Credits.** At the sole option of Institution, Licensee will properly identify “Middle Tennessee State University” in the production of Program.
9. **Releases.** Licensee will be responsible for obtaining any and all necessary releases and intellectual property rights for the production of Program and further will indemnify and hold harmless Institution from any and all claims based on infringement of intellectual property rights and claims based on invasion of privacy, misappropriation of likeness, and similar claims.
10. **Compliance with Laws.** Licensee agrees to comply with all federal, state, and municipal laws, rules, and regulations, including Institution policies and guidelines.
11. **Force Majeure.** If Premises are rendered unsuitable for the conduct of Program or if Program itself must be cancelled by reason of fire, earthquake, hurricane, flood; act of God; work stoppage or other labor disturbances; riots or civil commotions; war or other act of a foreign nation; power of government, governmental agency or authority; quarantines, epidemics, pandemics, infectious disease, viral outbreak or other health crisis including, but not limited to, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies including, but not limited to, COVID-19; or any other cause which is beyond the control of Institution or Licensee, the parties are released from their obligations under this Agreement.
12. **Assignment.** This Agreement is personal to the Licensee. Neither this Agreement nor the rights granted under it may be assigned or otherwise transferred by Licensee.
13. **Nondiscrimination.** Neither party shall discriminate against any individual including, but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, national origin, or status as a disabled or Vietnam era veteran. Further, the parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to race, religion, creed, color, sex, disability, national origin, or status as a disabled or Vietnam era veteran. Such action includes, but is not limited to, the following: employment, promotion, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
14. **Insurance**.
	1. **General Insurance Requirements**. The Licensee shall maintain insurance coverage as specified in this Section. The Institution reserves the right to amend or require additional insurance coverage, coverage amounts, and endorsements required under this Agreement. The Licensee’s failure to maintain or submit evidence of insurance coverage, as required, is a material breach of this Agreement. If the Licensee loses insurance coverage, fails to renew coverage, or for any reason becomes uninsured during the Term, the Licensee shall immediately notify the Institution. The Licensee shall maintain workers’ compensation coverage or a self-insured program as required under Tennessee law. All insurance companies providing coverage must be: (a) acceptable to the Institution; (b) authorized by the Tennessee Department of Commerce and Insurance (“TDCI”); and (c) rated A- / VII or better by A.M. Best. All coverage must be on a primary basis and noncontributory with any other insurance or self-insurance carried by the Institution. **THE LICENSEE AGREES TO NAME THE INSTITUTION AS AN ADDITIONAL INSURED ON ANY INSURANCE POLICY WITH THE EXCEPTION OF WORKERS’ COMPENSATION (EMPLOYER LIABILITY) AND PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE**. The Licensee agrees that the insurance requirements specified in this Section do not reduce any liability the Licensee has assumed under this Agreement.
	2. **Specific Coverage Provisions**. To achieve the required coverage amounts, a combination of an otherwise deficient specific policy and an umbrella policy with an aggregate meeting or exceeding the required coverage amounts is acceptable. For example: If the required policy limit under this Agreement is for two million dollars ($2,000,000) in coverage, acceptable coverage would include a specific policy covering one million dollars ($1,000,000) combined with an umbrella policy for an additional one million dollars ($1,000,000). If the deficient underlying policy is for a coverage area without aggregate limits (generally Automobile Liability and Employers’ Liability Accident), the Licensee shall provide a copy of the umbrella insurance policy documents to ensure that no aggregate limit applies to the umbrella policy for that coverage area. In the event that an umbrella policy is being provided to achieve any required coverage amounts, the umbrella policy shall be accompanied by an endorsement at least as broad as the Insurance Services Office, Inc. (also known as “ISO”) “Noncontributory—Other Insurance Condition” endorsement or shall be written on a policy form that addresses both the primary and noncontributory basis of the umbrella policy if the Institution is otherwise named as an additional insured.
	3. **Certificate of Insurance and Proof of Coverage**. The Licensee shall provide the Institution a certificate of insurance (“COI”) evidencing the coverages and amounts specified in this Section. The COI must be provided to the Institution on the standard ACORD form. The COI must list each insurer’s National Association of Insurance Commissioners (“NAIC”) number and be signed by an authorized representative of the insurer. **THE COI MUST LIST MIDDLE TENNESSEE STATE UNIVERSITY, 1301 EAST MAIN STREET, MURFREESBORO, TN 37132-0001 USA AS THE CERTIFICATE HOLDER AND MUST CLEARLY SHOW THAT MIDDLE TENNESSEE STATE UNIVERSITY HAS BEEN ADDED AS AN ADDITIONAL INSURED, AS REQUIRED HEREIN**. The Licensee shall provide the COI ten (10) business days prior to the Effective Date and again thirty (30) calendar days before renewal or replacement of coverage. The Licensee shall provide the Institution evidence that all subcontractors maintain the required insurance or that subcontractors are included under the Licensee’s policy. At any time, the Institution may require the Licensee to provide a valid COI. The Parties agree that failure to provide evidence of insurance coverage as required is a material breach of this Agreement. If the Licensee self-insures, then a COI will not be required to prove coverage. Instead, the Licensee shall provide a certificate of self-insurance or a letter, on the Licensee’s letterhead, detailing its coverage, policy amounts, and proof of funds to reasonably cover such expenses. The Institution reserves the right to require complete copies of all required insurance policies, including endorsements required by these specifications, at any time.
	4. **Notification and Documentation Requirements**. The Institution agrees that it shall give written notice to the Licensee as soon as practicable after the Institution becomes aware of any claim asserted or made against the Institution, but in no event later than thirty (30) calendar days after the Institution becomes aware of such claim. The failure of the Institution to give notice shall only relieve the Licensee of its obligations under this Section to the extent that the Licensee can demonstrate actual prejudice arising from the failure to give notice. This Section shall not grant the Licensee or its insurer, through its attorneys, the right to represent the Institution in any legal matter, as the right to represent the Institution is governed by Tenn. Code Ann. § 8-6-106.
	5. **Comprehensive Insurance Requirements**. The insurance obligations under this Agreement shall be: (1)—all the insurance coverage and policy limits carried by the Licensee; or (2)—the minimum insurance coverage requirements and policy limits shown in this Agreement; whichever is greater. Any insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss, shall be available to the Institution. No representation is made that the minimum insurance requirements of the Agreement are sufficient to cover the obligations of the Licensee arising under this Agreement. **The Licensee shall obtain and maintain, at a minimum, the following insurance coverages and policy limits:**
		1. **Commercial General Liability Insurance**. The Licensee must maintain Commercial General Liability Insurance with the following coverage levels:
			1. A minimum of $1,000,000 per occurrence limit for liability arising from property damage, premises and operations products and completed operations, bodily injury, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
			2. A minimum of $3,000,000 general aggregate limit for all covered occurrences within the policy period.
15. **Notice**.
	1. For a notice or other communication under this Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company, with all fees prepaid, (3) by registered or certified mail, return receipt requested and postage prepaid, or (4) by electronic mail (email), with confirmation of receipt (such as a manual reply or read receipt).
	2. Subject to sub-section (d) below, a valid notice or other communication under this Agreement will be effective when received by the party to which it is addressed. It will be deemed to have been received as follows:
		1. if it is delivered by hand, delivered by a national transportation company, with all fees prepaid, or delivered by registered or certified mail, return receipt requested and postage prepaid, upon receipt as indicated by the date on the signed receipt;
		2. if it is sent by email, upon the sender receiving a reply email from the recipient acknowledging receipt, or, in the absence of such a reply, proof that the email was sent to the correct email address and not returned as undeliverable;
		3. if the party to which it is addressed rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address for which no notice was given, then upon that rejection, refusal, or inability to deliver.
	3. For a notice or other communication to a party under this Agreement to be valid, it must be addressed using the information specified below for that party or any other information specified by that party in a notice in accordance with this section.

**Licensee**: Notices to the Licensee shall be sent to the Licensee's last known email address or physical address as provided by the Licensee to the Institution at the time of contract execution or as later updated by written notice to the Institution.

**Institution**: Middle Tennessee State University

1301 E. Main St.,

Cope Admin. Bldg., Ste. 114

Murfreesboro, TN 37132

ATTN: Contract Office - Notice

E-mail: Andrew.Vance@mtsu.edu; with a copy to Zach.Lebarts@mtsu.edu and Sherry.Preston@mtsu.edu

* 1. If a notice or other communication addressed to a party is received after 4:30 p.m. CST on a business day at the location specified in the address for that party, or on a day that is not a business day, then the notice will be deemed received at 8:00 a.m. CST on the next business day.
1. **General Conditions.**
	1. Institution assumes no responsibility whatsoever for any personal property placed on the premises by Licensee.
	2. This Agreement sets forth the entire agreement between the parties.
	3. This Agreement may be modified only by written amendment executed by all parties hereto.
	4. This Agreement shall be governed by the laws of the State of Tennessee, without regard to its conflict of law provisions.
	5. Licensee and its representatives, agents, contractors, and employees have no employment relationship, no joint venture, nor partnership with Institution with respect to the subject matter of this Agreement.
	6. Any notices appropriate to this Agreement shall be given by the sender to the other party at the following respective addresses:
	7. Should any provision of this Agreement be declared illegal, void, or unenforceable under Tennessee law, or shall be considered severable, Agreement shall remain in force and be binding upon the parties hereto as though the said provision had never been included.
	8. The waiver by Institution of any agreement, condition, or provision contained in Agreement will not be deemed a waiver of any subsequent breach or any other agreement, condition, or provision contained in Agreement, nor will any custom or practice that may develop between the parties in the administration of the terms of Agreement be construed to waive or lessen the right of Institution to insist upon Licensee’s performance in strict accordance with terms of Agreement.
	9. Any and all claims against Institution for personal and/or property damage resulting from the negligence of Institution on performing any responsibility specifically required under the terms of Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee. Damages recoverable against Institution shall be expressly limited to claims paid by the Board of Claims or Claims Commission pursuant to T.C.A. § 9-8-301, *et.seq.*
	10. This Agreement shall not be effective until approved by the President or designee.
	11. Section headings are for convenience only and are of no legal force or effect whatsoever.

In witness whereof, the parties, through their authorized representatives, have affixed their signatures below.

**Licensee:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Middle Tennessee State University**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Drew Harpool, Interim Vice President

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Business and Finance

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_