

Operating Procedures for Motion Picture/Video/Film or Photography of the LSU Campus

While LSU's primary mission is education, the University is also available on a limited basis for saother(m)-2heaas

Location Fees

Location fees are charged in addition to permit fees and are charged per day. A representative sample of location fees is listed below. There are established location fees for certain spaces like athletic venues, Student Union and other buildings that will be used. These location fees do not include fees for University services such as LSU PD; Parking and Transportation; Facility Services; and Landscape Services. The actual cost for those services is added to the total production cost. Estimates are provided below for the University services and are subject to change.

Classrooms, hallways	\$250	Exteriors	\$350
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University Services Fees

LSU PD Estimate	\$41.00/hr
Facility Services Estimate	\$14.00-45.00/hr
Parking and Transportation Estimate	\$250.00 parking lot rental

C. LSU Identification and Appropriate Use of Campus Images

No identification of LSU as a location is permitted, except in rare instances and only when the specific use is submitted for prior approval to the Office of the Vice President for Finance and Administration. The request will be reviewed by Trademark Licensing, Strategic Communications, the Vice President for Finance and Administration, and the President's Office. The request will only be approved when it is deemed to be in the University's best interests.

Identification includes but is not limited to trademarks, icons, widely recognizable University landmarks, and the use of merchandise containing trademarked images/logos (ie. flags, apparel, posters, miscellaneous items containing logo, etc.). Identification also includes verbal references on film.

D. Permit or Location Agreement

Once the script/storyboard is approved, the shooting schedule will be finalized and approved. The need for University services from LSU PD; Parking and Transportation, Facility Services, and Landscape Services will be reviewed. If applicable, these services will be estimated and attached to the Location Agreement. For shoots in which these additional services are not needed, the University has the option to issue a **Permit for Filming, Videotaping, and Photographing** instead of a **Location Agreement**. A sample of the permit and agreement is available at the end of this document and are subject to change.

E. Insurance

The University may request the production to have insurance with Louisiana authorized

Film/Video Coordinator. Substantive script changes could cause the University to withdraw its permission. (A permit or agreement cannot be issued without a script.)

I. Scout Visits

Scout visits are not only helpful to the production, but also helpful to the University in order to clearly determine the needs of the production. A request for a scout visit is made to the Film/Video Coordinator. This visit takes place with the Film/Video Coordinator or other designee that is well acquainted with campus and can advise you as to how to make your time on campus most effective.

Permission for scout visits does not constitute approval by the University for the use of its facilities.

LOCATION AGREEMENT

This Agreement made and entered into at Baton Rouge, Louisiana, this ____ day of _____, ____ by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, herein represented by Daniel T. Layzell, Vice President for Finance and Administration of Louisiana State University and A & M College, ("LSU"), and _____ ("LICENSEE"), herein represented by _____, its _____.

WITNESSETH

WHEREAS, facilities and premises include buildings and other property

SAMPLE

2.

SAMPLE

during the use period, they or the contractor or subcontractor shall carry the same coverages and limits of insurance outlined herein. It shall be the LICENSEE'S responsibility to ensure compliance of this requirement and request certificates of insurance. All providers of alcohol, servers of alcohol, and event sponsors must agree to defend, indemnify, and hold harmless LSU, its officers, employees and agents from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs and attorney fees, which arise out of or are in any manner connected to the service of alcohol during the use period.

LSU reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

4. That the general concept and shots have received approval and do not involve any changes to the structures involved. If any changes should be requested of the facilities, these changes must be submitted in writing, reviewed and receive written approval before any changes to any facilities may take place. If any Facility Services or Landscape Services fees are incurred, they are the responsibility of the LICENSEE.
5. That LICENSEE shall neither state nor imply, either directly or indirectly, that LICENSEE, or its activities, other than pursuant to exercise of this Agreement, are supported, endorsed or sponsored by LSU other than for the conducting of this event and, upon the direction of LSU shall issue express written disclaimers to that effect.
6. Parking and Transportation and LSU Police are the only entities that oversee parking, transportation, police and security services on campus and any charges for such matters will be the responsibility of the LICENSEE.
7. That, notwithstanding that LICENSEE is an independent contractor, having only authorization to use certain FACILITIES and to

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C. LSU and LICENSEE both agree:

1. That the Vice President for Finance & Administration or a designee will be the administrative officer

SAMPLE

7. That, if need be determined, addenda may be attached to this Agreement to cover matters not dealt with herein. If so, the addenda shall be designated as additions to this Agreement. If any addendum intends to nullify or contradict a section of this Agreement it shall expressly so state. Otherwise, it will be interpreted as subservient and governed by what is contained in this Agreement. An executed copy of each addendum should be stapled to this Agreement.

8. **Term:** LICENSEE shall have use of the LSU property listed in Attachment B on XXX for set up, tear down and filming. This agreement for use of LSU property may be extended with the written approval of LSU for a period agreed upon by both parties upon the same terms as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

Louisiana State University and
Agricultural & Mechanical College:

Daniel T. Layzell
Vice President for Finance and
Administration/CFO

Date: _____

WITNESSES:

LICENSEE:

Signature

Title: _____

Date: _____

SAMPLE

**Attachment B
Shooting Fee Schedule**

PERMIT FEES

Location	Action	Date	Cost
Total Permit Fees			\$

LOCATION FEES

Location	Action	Date	Cost
Total Location Fees			\$

LSU LIAISON FEE

\$

PARKING FEE

\$

TOTAL ALL FEES

\$

Includes all set, shoot, and strike time in all locations. As specified, this does not include any legitimate expenses for services provided, unless specified.

Please make check for \$payable to LSU.

SAMPLE

“XXX”

ADDENDUM TO THE LOCATION AGREEMENT
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY A&M COLLEGE

Addendum to the AGREEMENT (“**Agreement**”) between _____ (“Licensee”) and the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY A&M COLLEGE (“LSU”) dated as of _____. **Notwithstanding anything to the contrary contained in the Agreement, the parties agree to the following:**

Force Majeure: If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Licensee's control, Licensee is unable to start work on the date in the Agreement and/or work in progress is interrupted during use of the Facilities by Licensee, Licensee shall have the right to use the Facilities at a later date to be mutually agreed upon and/or to extend the period set forth in the Agreement.

Rights: All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Facilities by Licensee shall be and remain the sole and exclusive property of Licensee, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection 2(e)-6(r)3(i)-2(g)1

SAMPLE

for any or all of the foregoing. Licensee is not obligated to actually use the Facilities or produce any motion picture or include material photographed or recorded hereunder in the Picture. Licensee may at any time elect not to use the Facilities by giving LSU written notice of such election, in which case neither party shall have any obligation hereunder. LSU may not terminate or rescind the permission granted to Licensee hereunder to use and photograph the Facilities for any reason other than a material, uncured breach by Licensee. Provided, however, LSU does not grant at this time rights to use the LSU indicia as trademarks in sequels, merchandising, theme parks and studio tours without expressed written approval from the Vice President for Finance & Administration.

In the event of any claim by LSU against Licensee, whether or not material, LSU shall be limited to recovery of actual damages, if any, and LSU shall not be entitled to enjoin, restrain or interfere with use of the Facilities as provided in the Agreement and in this Addendum, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Licensee's rights hereunder.

At any time within 6 months from the date Licensee completes its use of the Facilities hereunder, Licensee may, upon not less than 15 days prior written notice to LSU, re-enter and use the Facilities for such period as may be reasonably necessary to photograph retakes, added scenes, etc. desired by Licensee upon the same terms and conditions as contained in this agreement.

Termination: If a right of termination arises thereunder, LSU will give Licensee notice of the cause thereof and 48 hours in which to cure prior to any termination.

Louisiana State University and
Agricultural & Mechanical College

Daniel T. Layzell
Vice President for Finance and
Administration/CFO

Date: _____

LICENSEE:

Signature

Title: _____

Date: _____

PERMIT FOR FILMING OR VIDEOTAPING

As

SAMPLE

PERMIT FOR FILMING OR VIDEOTAPING

As used herein, LSU refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College or any affiliate or successor organization, and Permittee refers to:

Business Name: _____

Business Address: _____

Telephone: _____ FAX: _____

SAMPLE