



Date: _____

Dear Photographer:

This letter agreement sets forth the terms and conditions under which The Trustees of the University of Pennsylvania (the "University") will permit _____ ("Photographer") to conduct on-campus photographing and associated activities in connection with the _____ (the "Project").

We agree as follows:

1. The photographin and associated activities will take place on [date] and will consist of: ____ day(s) of filming _____ (the "Premises"), including placement of facilities and equipment on the Premises; photographing interior scenes; photographing exterior scenes; and restoring the Premises to their prior condition upon completion of the work.
2. If Photographer photographs University students or employees or passersby in connection with the Project it will obtain any necessary consents or permissions from the individual(s) being photographed (it being understood that University has no power or authority to consent to the photographing of such individuals).
3. Photographer recognizes that the Premises and related University property will be in "as is" condition on the date of photographing and agrees that the University shall have no duty or obligation to provide or furnish any services or utilities to Photographer in connection with the photographing or its use of University facilities. Accordingly, Photographer must furnish and use its own self-contained electrical and other utility equipment in connection with the photographing.
4. The Photographer shall not have the right to make any structural alterations to the Premises. Photographer shall obtain the written consent of the University prior to making any nonstructural alterations to the Premises or moving any artifacts. The University shall have no obligation to consent to any such relocation or alteration. Any such alteration or relocation shall be made at Photographer's sole cost and expense and upon completion of the photographing, Photographer at its sole cost and expense shall restore the Premises to their condition immediately prior to the Photographer's use thereof. Photographer recognizes that the Premises Photographer shall exercise such care and diligence in its use of the Premises as is appropriate to the character of the Premises and the artifacts.
5. Except for the willful or grossly negligent acts or omissions of University or its agents or employees,



Photographer agrees to indemnify and hold harmless University from and against any and all claims, losses, actions, damages, liabilities and expenses (including attorneys' fees) that (a) arise from or in connection with Photographer's use or control of the Premises or any portions of the property in which the Premises are located, or (b) arise from or are in connection with any willful or negligent act or omission of Photographer or its agents, employees or invitees, or (c) result from any default, breach, violation or nonperformance of this letter agreement or any provision hereof by Photographer, or (d) arise from injury or death to persons or damage to property sustained on or about the Premises or the University's campus during or in connection with the photographing. Photographer shall, at its expense, defend any and all actions, suits and proceedings which may be brought against University with respect to the foregoing or in which University may be impleaded. Photographer shall pay, satisfy and discharge any and all settlements or money judgments which may be recovered against University in connection with the foregoing.

6. Prior to starting any work on University Property, Photographer agrees to provide the University with evidence of such liability and other insurance coverages as the University shall reasonably require.

7. University hereby grants to Photographer the right to photograph, make recordings and otherwise use the Premises for scenes in the Project and to exhibit, advertise and exploit said scenes in connection with the Project and advertising and promotion of the Project. The University is not granting to Photographer the right to exhibit, advertise, or exploit images of the Premises or of any artwork, or artifacts located at the Premises except as expressly provided above, it being understood, that the University reserves all rights in such artwork, artifacts and any images or reproductions thereof or of the Premises except to the extent that such artwork and/or artifacts and such Premises are presented in the context of the photo images and/or in such context are used to advertise or promote the Project, and for no other purpose.

8. Photographer may attribute the University's name or the name or address of the Premises to the Premises in the Project, as Photographer shall determine in its sole discretion, so long as the Premises and the University are presented in a generally positive or neutral light.

9. The University makes no representation concerning its ownership of artwork, artifacts and images stored or displayed in any University owned or operated property or any intellectual property rights including without limitation copyright, trademark or other similar rights with respect to such artworks, artifacts and images.

10. As consideration for the rights granted hereunder, Photographer agrees to pay to University, the sum of ___ per hour/ OR ___ per day of actual use of the Premises, and will assume all associated costs, including overtime pay for University personnel. In addition, Photographer shall pay the salary of University staff members, who will be assigned to escort the film crew at all times that the Premises are used by



Photographer. Such payment shall be made payable to "The Trustees of the University of Pennsylvania." At least 3 business days before commencing use of the Premises, Photographer shall pay a deposit of \$_____ which shall be applied to the payments due hereunder.

11. Photographer agrees to cooperate with the University during the photographing to avoid (to the extent reasonably possible) any disruption of University's ordinary functioning.

12. Photographer agrees to include the following text as part of the photograph credits in all distributed copies of the Project, videotape or any other medium: "Special thanks to the University of Pennsylvania". The above text shall appear in letters no smaller than letters used to depict any other location credits in the Project but in all events at least as large as the letters depicting the credit given to assistant directors and assistant editors for the Project.

13. The undersigned signatories each represent and warrant that they are authorized to enter into this Agreement on behalf of the organization that such signatory represents.

14. The undersigned University signatory affirms that he/she has not given or agreed to give anything of value to any member of the production staff, or anyone associated in any manner with the program, or any representative of any network for arranging the rights granted hereunder.

If the foregoing is an accurate reflection of our agreement, please so indicate by signing below.

Accepted and agreed to this _____ day of _____, [year].

THE TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA

By: _____

[PHOTOGRAPHER]

By: _____

By: _____