



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

Dear Filmmaker:

This letter agreement sets forth the terms and conditions under which The Trustees of the University of Pennsylvania (the "University") will permit \_\_\_\_\_ ("Filmmaker") to conduct on-campus filming and associated activities in connection with the \_\_\_\_\_ (the "Motion Picture").

We agree as follows:

1. The filming 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; filming interior scenes; filming exterior scenes; and restoring the Premises to their prior condition upon completion of the work.
2. If Filmmaker films University students or employees or passersby in connection with the Motion Picture it will obtain any necessary consents or permissions from the individual(s) being filmed (it being understood that University has no power or authority to consent to the filming of such individuals).
3. Filmmaker recognizes that the Premises and related University property will be in "as is" condition on the date of filming and agrees that the University shall have no duty or obligation to provide or furnish any services or utilities to Filmmaker in connection with the filming or its use of University facilities. Accordingly, Filmmaker must furnish and use its own self-contained electrical and other utility equipment in connection with the filming.
4. The Filmmaker shall not have the right to make any structural alterations to the Premises. Filmmaker 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 Filmmaker's sole cost and expense and upon completion of the filming, Filmmaker at its sole cost and expense shall restore the Premises to their condition immediately prior to the Filmmaker's use thereof. Filmmaker recognizes that the Premises Filmmaker 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, Filmmaker 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 Filmmaker'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 Filmmaker 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 Filmmaker, 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 filming. Filmmaker 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. Filmmaker 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 Filmmaker 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 Filmmaker the right to photograph, make recordings and otherwise use the Premises for filming scenes in the Motion Picture and to exhibit, advertise and exploit said scenes in connection with the Motion Picture and advertising and promotion of the Motion Picture. The University is not granting to Filmmaker 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 film images and/or in such context are used to advertise or promote the Motion Picture, and for no other purpose.

8. Filmmaker may attribute the University's name or the name or address of the Premises to the Premises in the Motion Picture, as Filmmaker 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, Filmmaker 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, Filmmaker 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 Filmmaker. 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, Filmmaker shall pay a deposit of \$\_\_\_\_\_ which shall be applied to the payments due hereunder.

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

12. Filmmaker agrees to include the following text as part of the film credits in all distributed copies of the film whether on film, 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 film but in all events at least as large as the letters depicting the credit given to assistant directors and assistant film editors for the Film.

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 television network or station 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: \_\_\_\_\_

[FILM MAKER]

By: \_\_\_\_\_

By: \_\_\_\_\_