**Location and Property Release Agreement**

This Location and Property Release Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the Regents of the University of Colorado, a body corporate, for and on behalf of the University of Colorado Denver, (enter name of School/Department/Center) (“Owner”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Producer”). For good and valuable consideration, receipt of which is hereby acknowledged, Owner and Producer agree as follows:

1. Owner hereby grants to Producer permission to enter upon, use, photograph, tape and record (either accurately or with such liberties as Producer may deem appropriate) the Property, including the interiors and exteriors of all buildings, improvements, structures and contents of the same and surrounding grounds (including signs, displays, names, photographs, artwork, logos, trademarks, and the like contained therein or thereon) for the period beginning:

Time: \_\_\_:\_\_\_ AM/PM (month/day) , 20 , and ending:

Time: \_\_\_:\_\_\_ AM/PM , 20 (the “Term”)

for the purpose of photographing and recording certain scenes for possible inclusion in connection with a program tentatively titled “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” (the “Program”). The Property is located at and consists of \_\_\_\_\_\_\_(name of building, including any room number), located at \_\_\_\_\_(address of building)\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Property”). Producer personnel may, prior to the Term, enter, photograph or otherwise inspect the Property to plan and set up for production without charge at reasonable times and with reasonable notice to Owner. The Term shall be subject to modification due to weather conditions or changes in production schedules as may be approved by an authorized representative of Owner. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the “Materials”.

2. In addition to the information provided in Paragraph 1, Producer must submit, in writing, detailed information about the proposed project including campus location(s); days and hours of shooting; type of activity to be filmed; a list of equipment and vehicles to be used in connection with the filming; and the sizes and composition of the structures that will be used in the shoot (if any). This information and a script (if applicable) must be submitted to the Owner location coordinator for review and approval at least fourteen (14) days prior to the first day of filming.

3. Owner grants to Producer and its respective affiliates, licensees, successors and assigns, all rights of every kind in and to the Materials including without limitation the unlimited right to exhibit and exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, solely in connection with the Program, and for advertising and promotional purposes in connection therewith, and all rights, including copyright in the Materials shall be and remain vested in Producer.

4. Producer shall have the right as may be approved by an authorized representative of Owner to bring and utilize thereon personnel, materials and equipment (including props and temporary sets) and to rearrange furnishings temporarily. Producer may place all necessary facilities and equipment on the Property as may be approved by an authorized representative of Owner and agrees to remove same after completion of work and leave the property in as good a condition as when received, normal wear and tear excepted. Producer agrees to adhere to the policies and procedures as established by Owner, or other authorized representative of the Owner. Producer shall ensure that such entry and use shall not restrict reasonable use and access to the Property during the Property’s normal business hours.

5. Producer will use reasonable care to prevent damage to the Property. Any damage, including but not limited to damage to facilities, equipment, personal property or surfaces caused by Producer, its agents, employees, or contractors, shall be repaired to the Owner’s satisfaction at the Producer’s expense. Producer agrees to be responsible and assume liability for its own acts or omissions, or those of its officers, agents, or employees, associated with the use of the Property. To the fullest extent permitted by law, Producer further agrees to defend, indemnify and hold harmless the Regents of the University of Colorado, a body corporate, its officers, administrators, agents, servants, employees, representatives, and students from and against any and all claims or demands, or damages in any way arising from the use of the Property. Indemnification is not limited, and includes any liability or payment (including costs and attorney fees) by reason of any damages or bodily injury (including death) sustained by any person or persons or on account of damage to property including the loss of the use thereof arising out of or in connection with this agreement. Further, as part of this indemnification, Producer agrees not to serve or have available alcoholic beverages while at the University of Colorado Denver. The indemnity obligations of the Producer shall survive the completion or termination of this Agreement.

6. It shall be the Producer’s sole responsibility to obtain any necessary publicity releases, image waivers, and intellectual property rights for the Program and Materials, and further will indemnify the Owner 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.

OR ALTERNATIVE PARAGRAPH: Producer shall work with Owner to secure all necessary publicity, image waivers, and intellectual property rights for the Program and Materials, and will further indemnify the Owner 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.

7. Producer shall not use the Owner’s names, trademarks, service marks or symbols in any advertising, publicity, endorsement, or promotion without the prior written consent of the Owner for the particular use contemplated.

OR ALTERNATIVE PARAGRAPH: Producer agrees to include acknowledgement of the Owner’s Property in the credits of the Program for use of any visual image of the Property. Such acknowledgement shall reference “the University of Colorado Denver.” The Owner shall have the right to review in advance and approve all advertising, promotional, or marketing materials which use the Owner’s name or other trademarks or images, as well as any graphical images created by or on behalf of Producer incorporating the Owner’s name or other trademarks in the Program and/or Materials (or any subsequent project for which the film or Materials were shot or obtained pursuant to this Agreement). Producer will in no way utilize the name or trademarks, service marks, or symbols of the Owner in advertising, publicity, promotion, or endorsement or to imply any other association with the Program and/or Materials without the Owner’s written consent in advance of such use. The Owner may not be mentioned or credited in the Program and/or Materials without the prior written consent of the Owner. No identifiable Owner buildings or landmarks may appear in the Program and/or Materials without the prior written consent of the Owner for the particular use contemplated.

8. All use of film, video, or photographs taken on the Property pursuant to this Agreement must be reviewed and approved by the Owner in advance of its public dissemination or use in any commercial manner.

9. Producer agrees to exercise best efforts to avoid portraying the Owner, its students, its employees, its alumni or its other constituencies in a negative light and not to use any footage or Materials that are reasonably likely to embarrass the Owner, its students, its employees, its alumni or any of its other constituencies. Producer agrees not to use video, audio, or photographs in the Program and/or Materials (or any subsequent production for which the film or Materials used were shot or obtained pursuant to this Agreement) that are inconsistent with the Owner’s status as a respected institution of higher education and academic medical center.

10. Producer is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. Producer may at any time elect not to use the Property by giving the Owner written notice of such election, in which case, neither party shall have any obligation hereunder.

11. Producer shall obtain and maintain, at its own expense and for the duration of the contract, the minimum insurance coverages set forth below. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to Producer under this Agreement. Producer shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. Producer is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

**A. Coverages and Limits Required**

Producer shall carry the following limits of liability as required below:

1. **Commercial General Liability** – ISO most current form, or its equivalent. Coverage to include:

 Premises and Operations

 Personal / Advertising Injury

 Products / Completed Operations

 Liability assumed under an Insured Contract (including defense costs assumed under contract)

 Broad Form Property Damage

 Independent Contractors

 General Aggregate $2,000,000

 Products/Completed Operations Aggregate $2,000,000

 Each Occurrence Limit $1,000,000

 Personal/Advertising Injury $1,000,000

 Fire Damage (Any One Fire) $ 50,000

 Medical Payments (Any One Person) $ 5,000

1. **Professional Liability** – Covering wrongful acts, errors and/or omissions, breach of duty or damages resulting from the professional services provided by the Producer

 Per Occurrence/Aggregate $2,000,000

1. ***Automobile Liability*** including all:

 Owned Vehicles

 Non-owned Vehicles

 Hired Vehicles

Bodily Injury/Property Damage $1,000,000

Combined Single Limit

1. **Workers Compensation**

 Coverage A (Workers’ Compensation) Statutory

 Coverage B (Employers Liability) $ 100,000 Each Accident

 $ 500,000 Disease – Each Employee

 $ 100,000 Disease – Policy Limit

**B. Additional Insurance Requirements**

1. All Insurers must be licensed or approved to do business within the State of Colorado and should possess a minimum A.M. Best’s Insurance Guide rating of A VII.
2. The Producer shall provide the Owner a Certificate of Insurance evidencing all required coverages prior to commencing work or entering University premises.
3. Unless otherwise specified, all policies must be written on an occurrence policy form. If coverage is written on a claims-made form, the retroactive, pending and/or prior litigation date must be shown on the Certificate of Insurance.
4. The Producer shall name “**The Regents of the University of Colorado, a body corporate, and its officers, employees, agents and volunteers**” as an Additional Insured with respect to liability and defense of suits as respects the General Liability policy. Additional insured coverage to provide all claim, defense and related expenses arising out of the performance of the ongoing or completed work or products or other activities, regardless of whether those claims arise out of the sole or partial negligence or acts or omissions, as allowed by law. These obligations survive the completion or termination of this agreement.
5. The Owner requires that all policies of insurance be written on a primary basis, non-contributory with any other insurance coverages and/or self-insurance carried by the Owner.
6. A Separation of Insureds Clause must be included in the General Liability policy.
7. The Producer shall advise the Owner in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limit. At their own expense, the Producer will reinstate the aggregate limits to comply with the minimum requirements and shall furnish to the Owner a new certificate of insurance showing such coverage is in force.
8. A Waiver of Subrogation in favor of the Owner must apply as respects the Workers’ Compensation and Professional Liability policies.
9. The Producer will provide the University a minimum 30 day advance written notice for cancellation, non-renewal, or material changes to policies required under the contract.

Failure of the Producer to fully comply with these requirements during the term of this Agreement may be considered a material breach of this Agreement and may be cause for immediate termination of this Agreement at the option of the Owner. **The Owner reserves the right to negotiate additional specific insurance requirements at the time of the Agreement award.**

**C. Non-Waiver**
The parties hereto understand and agree that Owner is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., as from time to time amended, or otherwise available to the Owner or its officers, employees, agents, and volunteers.

12. Producer agrees to be responsible for all costs associated with the use of the Property, including, but not limited to, costs to clean the Property and/or any damage from the use of the Property. Producer will pay the Owner the fixed price sum of [insert amount charged], set forth in Appendix A, which is attached hereto and incorporated herein by reference, upon execution of this Agreement.

13. Regardless of its place of physical execution or performance, the provisions of this agreement shall be construed according to, and the rights and liabilities of the parties shall be governed by, the laws of the State of Colorado applicable to agreements and releases entirely made and performed therein.

14. This Agreement may be cancelled at any time by the Owner with written notice to Producer at any time. Producer agrees to terminate any work hereunder upon receipt of notice of such termination or as instructed in such notice. In the event that either party commits a material breach of this Agreement, the non-breaching party may terminate this Agreement upon written notice, provided that the breaching party fails to cure said material breach within ten (10) days of its receipt of notice of said breach from the non-breaching party.

15. This Agreement contains the entire understanding and agreement between the parties respecting the subject matter hereof and supersedes all prior understandings and agreements. This Agreement may not be supplemented, modified, amended, released, or discharged except by instrument in writing signed by each party’s duly authorized representative. All captions and headings in this Agreement are for purposes of convenience only and will not affect the construction or interpretation of any of its provisions. No waiver by any party of any provision of this agreement will be effective as to that party unless it is in writing and signed on behalf of that party. Any waiver by either party of any default or breach under this Agreement will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

AGREED AND ACCEPTED:

THE REGENTS OF THE UNIVERSITY OF PRODUCER

COLORADO, A BODY CORPORATE,

FOR AND ON BEHALF OF THE UNIVERSITY

OF COLORADO DENVER

BY: BY:

 Shaun McMullin Name

 Deputy Controller Title

DATE: DATE:

Reviewed and Approved:

BY:

 Ann Williams
 Director of Media Relations

DATE:

BY:

 Name
 Dean, School/College

DATE:

Approved as to Form:

BY:

 University Counsel Name

 Title

DATE:

**Appendix A**

Costs to Use the Property

[Insert fees charged for use the property. Delete this appendix if we will not be charging a fee to use the property.]