

COLORADO STATE UNIVERSITY
UNIVERSITY SITE ACCESS AGREEMENT
FOR THE PURPOSES OF
CONDUCTING VISUAL AND/OR AUDIO PRODUCTION ACTIVITIES

This University Site Access Agreement (“Agreement”) is entered into by and between The Board of Governors of The Colorado State University System, acting by and through Colorado State University, an institution of higher education of the State of Colorado (“University”), and _____, a _____ organized under the laws of the state of _____, with a place of business located at: _____ (“Production Company”), (singularly “Party” and together the “Parties”).

WITNESSETH:

WHEREAS, Production Company desires to film, photograph, and/or convey electronically images and sound (“Production Activities”) on or from the campus of University (the “Premises”) owned by the University on or about [date] _____ ;
and

WHEREAS, the University desires to permit such Production Activities;

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. In consideration for the rights granted herein, and subject to the execution of this agreement, Production Company shall provide University with payment in the amount of \$_____, and other good and valuable consideration, receipt of which is hereby acknowledged.
2. In consideration of the University permitting Production Company to enter its campus and conduct Production Activities, Production Company agrees to indemnify, defend, and hold harmless University from and against any claim, damage, liability, injury, expense, or loss, including but not limited to reasonable attorneys' fees and costs, by reason of any suit, claim, demand, judgment, or cause of action initiated by any person, arising out of or in connection with Production Company's use of the Premises, whether the same results from the negligence, solely or jointly with Production Company, of the University or the University's employees or otherwise, it being the intent of this provision to absolve and protect the University from any and all loss including loss due to its own negligence. Production Company specifically agrees to assume the risk of the above-stated losses, and this provision is specifically desired by the parties and has been bargained for. University shall retain the right to be represented by counsel of its own choosing reasonably acceptable to Production Company and/or Production Company's insurer at Production Company's reasonable expense as set forth above.
3. Company additionally agrees to indemnify, defend, and hold harmless University from and against any claim, damage, liability, injury, expense, or loss, including but not limited to reasonable attorneys' fees and costs, arising out of or related to any suit, claim, demand, judgment, or cause of action initiated by any person alleging infringement or violation of any intellectual property rights arising out of Production Company's Production Activities.
4. Company shall procure and maintain insurance as provided in the attached **Exhibit A**, incorporated and made part of this Agreement, prior to and during access to the Site. When applicable,

subcontractors shall be responsible for the same liability insurance requirements as Company. A party will furnish the other party a certificate evidencing such insurance upon written request.

5. a. Production Company agrees that all persons working for or on behalf of Production Company whose duties bring them upon the University's premises shall obey the rules and regulations that are established by the University and shall comply with the reasonable directions of the University's officers.

b. Production Company shall be responsible for the acts of its employees and agents while on the University's premises. Accordingly, Production Company agrees to take prudent measures to prevent injury and loss to persons or property located on the Premises. Production Company shall promptly repair, to the specifications of the University, any damage that it, or its employees or agents, may cause to the University's premises or equipment; on Production Company's failure to do so, the University may repair such damage and Production Company shall reimburse the University promptly for the reasonable cost of repair. Production Company agrees that it shall obtain the University's written permission and consent before any material alternations, additions, "set dressings," or other modification(s) to the Premises, whether temporary or permanent, are undertaken.

c. Production Company agrees that, in the event of an accident of any kind, Production Company will immediately notify the University and thereafter furnish a full written report of such accident.

d. Production Company shall perform the activities contemplated in this Agreement without interfering unreasonably with the activities of the University's faculty, students, staff, or visitors.

6. Production Company shall not portray the University, its premises or its students, faculty, or staff in a defamatory manner or in any manner that would injure their good name and reputation as determined by University in its sole discretion. Further, Production Company will not represent in any way that University is responsible for, has endorsed, or is connected in any way with Production Company's enterprise or the content of any screenplay or advertising.

7. All rights of every kind and nature whatsoever in and to all visual and aural recordings ("Captured Media") made hereunder in connection with use of the Premises by Production Company shall be and remain the sole and exclusive property of Production Company. However, Production Company shall use such Captured Media solely in conjunction with (Define Project)_____. The use of this Captured Media in any other project except that which is defined in this paragraph is prohibited unless the Production Company obtains written permission and license from the University. Said permission and license may require additional payment of fees by the Production Company.

8. University shall have no responsibility for the loss, theft, mysterious disappearance of, or damage to inventory, equipment, tools, materials, supplies and other personal property of Production Company or its employees, subcontractors, or materialmen, and in no event shall University be responsible in any way for services or equipment provided by others by to Production Company, including without limitation, performer or participant fees and/or benefits, and transportation of performers or participants.

9. University represents, warrants, and agrees that:

(a) University is the sole and exclusive legal owner of the Premises and has the full right, power and authority to grant the Production Company the rights granted to Production Company hereunder;

(b) University will take no action nor allow or permit or authorize any third party to take any action which might interfere with Production Company's full use and quiet enjoyment of the

Premises in accordance with the terms hereof; provided, however that a representative from University may accompany Production Company at any time, or at all times, while on the Premises to confirm Company's compliance with the terms of this Agreement.

10. Production Company shall not use or depict the University's name, trademarks, service marks and/or logos without the express written consent of the University. It is understood that if another third-party organization's or individual's name, image, likeness, or intellectual property appears in the Production Activities, that Production Company is responsible for securing all necessary permission and rights for such use. Nothing herein shall be interpreted to grant any such rights on behalf of any third party.

11. Production Company agrees to be responsible for all costs incurred by University in connection with Production Company's activities on the Premises, including, but not limited to, security, crowd control, clean-up, food service, parking, and repair, and Production Company agrees to reimburse University immediately upon receipt of invoices from University. Requirements and costs for security services, crowd control, parking, staff support, food services and any other required services will be established on a case-by-case basis after an analysis of the scope and magnitude of the Production Activities. The requirements and costs, after agreed to by University and Production Company, will become an addendum to this Agreement. Following the Production Activities, the University shall submit an invoice to the Production Company setting forth the costs, fees, and expenses incurred during such activities. The Production Company shall remit payment to the University for these amounts within fourteen (14) days of receipt of the invoice.

12. At the beginning of Production Activities, representatives of Production Company and University shall inspect the Premises, noting any problems, defects, or extraordinary wear and tear that may exist at each location within the Premises. At the conclusion of the Production Activities, representatives of Production Company and University shall re-inspect the Premises to establish the condition thereof and to determine if there has been any damage sustained during Production Activities, normal wear and tear excepted. In the event of a dispute over whether damage to the Premises has occurred, the determination of the University shall be conclusive. Production Company shall reimburse University for the costs of restoring the Premises to their condition prior to Production Activities.

13. If the Premises become unavailable due to natural disaster, destruction, or weather conditions, the parties may either mutually cancel this Agreement or extend the date(s) for conducting Production Activities provided herein. In no event, however, will University be liable to Production Company for failure of Production Activities due to circumstances beyond University's reasonable control, including but not limited to, natural disaster, epidemic, interruption or delay of transportation services, illness of essential participants of Production Company, or defective equipment.

14. Should this Agreement be signed before the Production Company has confirmed plans for for-profit distribution, University reserves the right to renegotiate fees for licensing and use of its trademark, locations, and name when the Production Company begins for-profit distribution, whether by the Production Company's own direct means, or by the use of an established distribution company. Distribution includes, but is not limited to, display in movie theaters, sale of DVDs & Blu-Ray disks, and internet streaming & download systems.

15. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL UNIVERSITY, ITS AFFILIATES, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, OR LICENSORS BE LIABLE TO PRODUCTION COMPANY FOR ANY DIRECT,

INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LIQUIDATED, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, REVENUE, GOODWILL, USE, OR CONTENT), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHERWISE, EVEN IF UNIVERSITY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

16. Either party may terminate this Agreement upon thirty (30) days' written notice to the other party; provided, however, that University may terminate this Agreement immediately in the event of a material breach by Production Company of any of the terms and conditions contained herein.

17. University and Production Company enter this Agreement as independent contractors, and nothing herein shall be interpreted to create any association, partnership, joint venture, or agency between them. University's participation in this Agreement shall not be considered or represented as an endorsement of Production Company.

18. Neither party may assign this Agreement, or any portion thereof, without the express written consent of the other.

19. This Agreement shall be governed and construed in accordance with the internal laws of the State of Colorado, and any disputes arising hereunder shall be resolved by a court of competent jurisdiction in the State of Colorado. The parties hereby submit to the personal jurisdiction of such courts and waive any defense of *forum non conveniens*.

20. This Agreement constitutes the entire understanding between the Parties and replaces any and all prior written and oral agreements between the Parties with respect to the subject matter hereof. It is understood that any modification, addition, or deletion must be in written form signed by both Parties. In the event of any conflict between this Agreement and any writings, forms, or documents of Production Company, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the parties hereto do hereby set their hands and seals on the day and year first above written.

**The Board of Governors of the Colorado State
University System**

Production Company

By:

By:

Kyle Henley
Vice President for Marketing and Communications

[Name]
[Title]

Attachment A

Attached by reference to and made part of that certain Site Access and Use Agreement between Production Company and Colorado State University

INSURANCE

A. The Company agrees to procure and to maintain in full force and effect, at Company's sole expense, insurance of the following types and amounts, written by insurance companies satisfactory to University, authorized to do business in the state where the Work is being performed:

1. Workers' Compensation and Employers' Liability-The Company shall carry statutory Workers' Compensation Insurance covering Company's employees in compliance with all requirements of the Workers' Compensation laws.

2. In addition, Company shall carry Employer's Liability Insurance covering all operations and Work hereunder in an amount not less than the following:

| | |
|----------------------------|-------------|
| Each Accident | \$1,000,000 |
| Each Disease Each Employee | \$1,000,000 |
| Disease Policy Limit | \$1,000,000 |

B. General Liability Insurance - Company shall carry general liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form (dated 1985 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, broad form property damage liability, as respects all operations and Work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence, in amounts not less than:

| | |
|-------------------|-------------|
| General Aggregate | \$2,000,000 |
| Each Occurrence | \$1,000,000 |

C. Automobile Liability Insurance -Company shall carry Automobile Liability Insurance on all owned or hired autos, as well as non-owned autos, in an amount not less than \$1,000,000 combined single limit, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property, in any one occurrence.

D. Deductibles -Any and all deductibles, or self-insured retentions, of all insurance policies required hereunder shall be assumed by, for the account of, and at the Company's sole risk and expense, and shall not be billed to or payable by University, its direct and indirect subsidiaries and affiliates, including its limited liability companies.

E. Certificates of Insurance - Company shall furnish to University a Certificates of Insurance. Each such Certificate shall accurately reflect insurance in place, shall be in a form satisfactory to University. Certificate of Insurance shall certify that the state of Colorado, the Colorado State University System Board of Governors, officers and employees are additional insured in respect of all liability insurance policies including Unmanned Aircraft Liability insurance. In addition, the

Certificate of Insurance shall certify that the Company's Workers Compensation and Employers Liability and all liability policies waives right of subrogation against the University.