

## Northwestern University Film Location Agreement

Film Production Information		
Organization:	Date:	
Contact One:	EMAIL	Phone
Contact Two:	EMAIL	Phone
Entitled Film:		
Advisor Information		
Academic Advisor Name	EMAIL	Phone
Staff Advisor:	EMAIL	Phone

Property Location Information	
Property Location:	Address
Date(s) of Access	Time
Alternate Dates	Time
Property Owner Information	
Owner	Address
Phone	Email Address
Agreed Cost	
\$	
For the cost using the Property location for all agreed upon dates for filming. Payment will be made by University check within ten (10) business days after the last day of filming on the Property.	

Agreed By	
Northwestern University	Owner
Agreed By _____	Agreed By _____
Date _____	Date _____

## NORTHWESTERN UNIVERSITY FILM LOCATION AGREEMENT RIDER

In the event of any conflict, inconsistency or incongruity between the provisions of the NORTHWESTERN UNIVERSITY FILM LOCATION AGREEMENT RIDER and the provisions of any related contract, the provisions of the NORTHWESTERN UNIVERSITY FILM LOCATION AGREEMENT RIDER shall, in all respects, govern and control.

This Agreement is between \_\_\_\_\_, herein after referred as "OWNER" and NORTHWESTERN UNIVERSITY, hereinafter referred to as "PRODUCER".

1. **DEFINITIONS:** The term NORTHWESTERN UNIVERSITY as used in this AGREEMENT means NORTHWESTERN UNIVERSITY and all of its officers, employees, and agents.
2. **ACCESS:** For the period specified in this AGREEMENT, the OWNER hereby grants the PRODUCER and their designated agents, permission to enter and use the OWNER'S Property and contents at the location stated in this AGREEMENT, including without limitation all interior and exterior areas, building and other structures of the Property and any identifying features associated therewith or which appear in, or about the Property for the purpose of photographing (including without limitation by means of motion picture, still or videotape photography, /or recording sound) said Property in connection with the production, extension, reshooting, exhibition, advertising and publicity of the entitled film.
3. **EQUIPMENT:** The OWNER will grant permission for the PRODUCER to access the Property with equipment and personnel for the purpose of filming, recording and photography. Producers may place all necessary equipment on the Property and agree to remove same after completion of work.
4. **SET AND STRUCTURE:** PRODUCER shall have permission to erect any set and structure agreed and approved by OWNER. The Producer will agree to remove all set and structure upon completion of work.
5. **PROPERTY CONDITIONS:** The PRODUCER agrees to leave Property in as good order and condition as it was immediately prior to any use of property pursuant to this AGREEMENT, and to pay for any physical damage, reasonable wear and tear excepted, that may occur through the use of said property by the PRODUCER. The PRODUCER will use reasonable care to prevent damage to said Property, and will indemnify the OWNER, and all other parties lawfully in possession, of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on PRODUCERS' part in connection with PRODUCERS' use of the Property.
6. **INDEMNITY:** The OWNER agrees to indemnify and hold harmless NORTHWESTERN UNIVERSITY its trustees, officers, employees, and agents from and against any and all claims for loss, cost, injury, or damage to persons or property, including claims of employees or agents of the OWNER, arising out of or alleged to be due to activities conducted by the OWNER or its tenants, agents or guests on property of the OWNER. The OWNER further agrees to obtain adequate policy or policies of comprehensive property insurance sufficient to cover loss, cost, injury, or damage to persons.
7. **DEPOSITS AND METHOD OF PAYMENT:** No deposits or advance payments will be made prior to the completion of filming. Compensation shall be a University issued check after completion of service. Any cash payments are against NORTHWESTERN UNIVERSITY policy and will not be honored under any circumstances.
8. **ACTS OF GOD:** The PRODUCER shall not be liable or responsible for any failure to perform its obligation hereunder or for any loss or liability to OWNER(S), their agents, heirs, employees, guests or assignees caused by or arising as a result of an **Act of God** or any other circumstance or event beyond the reasonable control of the PRODUCER.
9. **RIGHTS** All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials. The OWNER grants to the PRODUCER all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, and in connection with the film for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in PRODUCER, and neither the OWNER, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against PRODUCER or any other party arising out of any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.  
  
The undersigned acknowledges that the PRODUCER are photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder.
10. **USE OF PROPERTY** PRODUCERS are not obligated to actually use the Property or produce the Project or include the Materials in the Project for which it was shot or otherwise. PRODUCERS 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. **AGREEMENT AUTHORITY:** The person signing for the OWNER expressly warrants that she/he is the owner of the Property. NORTHWESTERN UNIVERSITY honors only AGREEMENTS signed by the Vice President of Student Affairs or his/her designee.
12. **DEPENDENT CONTRACTOR:** It is specifically agreed that the OWNER and his/her representative or agent in fulfilling the terms and conditions of this agreement, are acting as independent contractors and not as agents or employees of the PRODUCER or NORTHWESTERN UNIVERSITY. It is further understood that the OWNER agrees to perform and discharge all obligations as an independent contractor under any and all laws, whether existing or in the future, in any way pertaining to the engagement hereunder, including but not limited to federal and state social security laws, employee compensation and unemployment insurance and contributions, income taxes, public liability insurance requirements.
13. **GOVERNING LAW:** The laws of the State of Illinois shall govern this AGREEMENT.
14. **ENTIRE AGREEMENT:** This AGREEMENT constitutes the entire AGREEMENT and understanding among the parties and supersedes all prior agreements, oral or written. Any change, amendment or other modification of this AGREEMENT must be in writing and signed by all parties to this Agreement in order to be effective. In the event of any conflict between the NORTHWESTERN UNIVERSITY rider and any other contract, rider or portion of the agreement, then the NORTHWESTERN UNIVERSITY rider will govern and control.
15. **PURCHASER SIGNATURE:** The representative(s) of NORTHWESTERN UNIVERSITY and/or OWNER in the signing of this contract warrants that she/he signs as a properly authorized representative and does not assume personal liability for meeting the terms of the contract.
16. **RETURN OF CONTRACT:** NORTHWESTERN UNIVERSITY/PRODUCER has signed this AGREEMENT and RIDER prior to signature by the OWNER. The action of returning said AGREEMENT and RIDER constitutes an offer by NORTHWESTERN UNIVERSITY/PRODUCER to enter into an agreement on the terms herein stated, but unless said AGREEMENT and RIDER signed by the OWNER and returned to NORTHWESTERN UNIVERSITY/PRODUCER on or before \_\_\_\_\_, **2009** this offer shall be automatically withdrawn without further notice, and this contract shall be completely null and void unless otherwise agreed to, in writing, by both parties.

<b>Agreed By</b>	
<b>Northwestern University</b>	<b>Owner</b>
Name _____	Name _____
Signature _____	Signature _____
Date _____	Date _____