

### Location Agreement (On-Campus, Student)

"Project": \_\_\_\_\_

"Producer": \_\_\_\_\_

"Location": \_\_\_\_\_

"Producer" Address: \_\_\_\_\_

"Shoot": \_\_\_\_\_

This Location Agreement ("Agreement") is entered into as of the date fully-executed below by and between Kent State University, a state institution of higher education, organized under section 3341 of the Ohio Revised Code (University) and the above listed student ("Producer") for Producer's use of the Location in connection with the Project. In consideration for the rights granted herein and other good valuable consideration, receipt of which the parties hereby acknowledge.

As long as this Location Agreement is used by the student for educational purposes related to their program of study, the parties agree to waive any fees for this license in accordance with university policy 3342-5-12.11.

Producer agrees to coordinate access to the Location and locations within the Location through the following contact information:

**Grant of right and license.** University grants to Producer and its employees, contractors, agents, licensees and assigns the right: (a) to enter, remain on and occupy the Location during the Shoot with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project and undertaking related activities; (b) to make audio and video recordings (including without limitation photographs) on and of the Location, but not including any trademarks, tradenames, and logos owned or controlled by University without written permission; and (c) irrevocably, to edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Producer may desire, whether or not in connection with the Project. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Producer. Producer may reasonably request from University in writing to have exclusive use of a specific area within the Location, but such request may be granted at the sole discretion of the University. **Producer shall be solely responsible for obtaining any and all releases, consents, and/or authorization from third parties required under applicable law during the Shoot, including but not limited to releases from any individual or persons filmed during the Shoot.**

**Use of Campus Facilities.** Producer understands and acknowledges that University maintains control over its facilities and their usage, including, but not limited to, alterations of its facilities.

**Liability and insurance.** Producer may place all necessary facilities and equipment on the Location and agrees to remove the same after completion of work and leave the Location in as good of condition as when received. Producer may not alter or modify Location at any time without the prior written approval of University. Producer shall use reasonable care to prevent damage to the Location.

Producer shall release, indemnify and hold harmless University, its Board of Trustees, employees, students, and volunteers for any claims, demands, damages, fines, fees (including attorneys fees) and all causes of action resulting directly from any action on Producer's part in connection with Producer's use of the Location. Furthermore, Producer agrees to release, indemnify and hold harmless University against all claims, demands, costs and expenses, including reasonable outside attorney's fees and costs that University may sustain or incur by reason of any claim of infringement or violation of any copyright or Location right arising from or related to the Shoot. Producer agrees to pay any and all fees or royalties required to be paid on copyrighted material, and to hold University harmless from any liability for such fees or royalties.

To the extent permitted by Ohio law as a state institution of Ohio, Kent State University agrees only to be liable for the acts and omissions of its officers and employees engaged in the scope of their employment arising under this Agreement. The liability of Kent State University shall be subject in all cases to the immunities and limitations provided at state law including, but not limited to, the Ohio Court of Claims Act codified in Chapter 2743 of the Ohio Revised Code (“ORC”) and ORC Sections 9.86 and 9.87, as amended. The parties agree that nothing in this provision shall be construed as an indemnification of Producer or a waiver of the sovereign or qualified immunity of the University, its employees, and/or the State of Ohio.

**General terms.** University represents and warrants that University is the owner and/or authorized representative of the Location and that University has the authority to grant Producer the permission and rights herein granted, and that no one else’s permission is required. Producer may not transfer and assign this agreement or all or any of its rights or privileges hereunder to any entity or individual without restriction. This Agreement shall be binding on both parties as well as all successors-in-interest, subsidiaries, and/or heirs.

This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. Either party may terminate this Agreement with thirty (30) days’ written notice to the other party, or with immediate effect in the event of a violation of university policy by the Producer. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or any other provision hereof. Producer shall comply at all times with all ordinances, laws and regulations and University policies affecting the use and occupancy of University’s facilities. Failure of either party to enforce any right hereunder shall not waive any right with respect to any other or future rights. This agreement, its validity, construction and effect shall be governed by the laws of the State of Ohio. The parties hereto agree to submit to jurisdiction in the State of Ohio.

Student name: \_\_\_\_\_

**Kent State University**

Student Signature: \_\_\_\_\_

Curator Signature: \_\_\_\_\_

Darlene Janke

Building Curator

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

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