

## FILM LOCATION LICENSE AGREEMENT

**THIS AGREEMENT** (this “Agreement”) made as of \_\_\_\_\_[date] by and between THE CITY UNIVERSITY OF NEW YORK (“CUNY”) on behalf of \_\_\_\_\_[name of college] (the “College”), located at \_\_\_\_\_[address] and \_\_\_\_\_[name of production company] (“Company”), located at \_\_\_\_\_[address], in connection with the film, television program, documentary, video or news broadcast, or other filming project, entitled \_\_\_\_\_[name of project], as further described on Schedule A (the “Film”).

### RECITALS

A. Company desires to use certain Locations (as defined below) on the campus of the College in connection with production of the Film; and

B. The parties desire to enter into an agreement whereby CUNY will make the Locations available to Company in connection with production of the Film.

The parties hereby agree as follows:

#### 1.0 USE; “AS IS”

1.1. Subject to the terms and conditions of this Agreement, CUNY hereby grants to Company permission:

- 1.1.1. to use the facilities at College described on Schedule A annexed to and made a part of this Agreement, on the date(s) and at the time(s) set forth on Schedule A (the “Locations”);
- 1.1.2. to enter and exit the Locations with Company’s personnel and equipment;
- 1.1.3. to erect and maintain temporary motion picture sets and structures on the Locations; and
- 1.1.4. to photograph (including without limitation by means of motion picture, still, video, or digital photography) the Locations, sets and structures, and such other personal property located at the Locations, and/or to record sound for such Film scenes as Company may desire.

Such use, photography and sound recording are hereinafter collectively referred to as the “Shoot.” Permission is only granted for the Shoot from beginning of set-up through clean up and only for the dates and times, and for those purposes, specified in Schedule A.

1.2. Company shall obtain the prior written approval of the College before any alterations, additions, “set dressing,” or other modification(s) to Locations, whether temporary or permanent, are undertaken. Company understands and agrees that any such modifications may increase the Fee Schedule set forth in Schedule B and/or the costs of restoring any Locations so modified to their original condition.

1.3. Company shall limit the number of persons in and around the Locations in connection with the Shoot and in connection with the permission granted by this Agreement to that indicated on Schedule A.

Company agrees to accept the Locations “as is” after having inspected the Locations, or waived such inspection, and finds the Locations suitable to use for the Shoot. Company acknowledges and agrees that the College shall have no obligation to do any work in or to the Locations in order to make it suitable and ready for occupancy and use by Company.

## **2.0 CUNY SETTING**

2.1. Company agrees not to interfere with the normal education, research and other operations of College. The College reserves the right to impose restrictions on Company's activities to ensure that interference with such normal operations does not occur. Company agrees that CUNY and the College have the right to expel Company from the Locations if Company fails to adhere to any restrictions imposed under this Agreement.

2.2. Company shall not photograph or record, nor broadcast, print, transmit or otherwise disseminate any images of any of CUNY's students or employees (excluding any unintended, incidental or inadvertent, unrecognizable background images) without obtaining written releases prior to such filming and/or recording, copies of which shall be provided to the College at the time that they are obtained.

2.3. Company agrees to respect the privacy and confidentiality of any student-, College-, or CUNY-related information that Company may encounter in connection with Company's use of the Locations or the permission granted pursuant to this Agreement.

## **3.0 FEES**

3.1. Company agrees to pay the College a fee in the amount(s) and at the time(s) set forth on Schedule B, for the rights granted, and services and equipment to be provided, under this Agreement.

3.2. Company agrees that any changes to the scope of services and equipment set forth on Schedule B shall be made solely by means of a written agreement between Company and the College. Company acknowledges that additional charges will be imposed for additional time, space, equipment or services requested by Company, subject to availability and approval by the College, and such charges shall be billed at rates determined by the College and payable at least one (1) business day in advance.

3.3. In no event shall the College or CUNY be responsible in any way for services or equipment provided by others to Company, including, without limitation, performer or participant fees and/or benefits, and transportation of performers or participants.

3.4. Company acknowledges and agrees that pursuant to this Agreement, College has reserved the Locations for Company's use on the date(s) specified in Schedule A. If Company desires to cancel the Shoot or change the date(s) thereof, or in any manner terminate this Agreement, Company shall provide written notice to College. Irrespective of such notice, but subject to Article 13.0 hereof, Company shall have the right to retain any and all fees or deposits paid or provided to College pursuant to this Agreement, and, further, Company shall remain responsible to College for any use fee due pursuant to this Agreement as well as the cost of CUNY and College's out-of-pocket expenses actually incurred and non-cancelable CUNY and College obligations.

3.5. Fees and sums due the College under the terms of this Agreement shall be made by [wire transfer to the following: {wire transfer instructions}] [cashiers, certified or corporate check payable to \_\_\_\_\_[name] and without any set off or deduction whatsoever. [Personal checks will not be accepted as payment.] Fees are not refundable, except to the extent expressly stated in this Agreement. If any charges and fees due the College are not timely paid, then the College may, at its sole option and without notice, either: (i) terminate this Agreement and the use permitted hereunder and retain all sums previously paid to the College; or, (ii) refuse admission to the Locations until such payments have been made. The College's election to continue the Shoot despite all payments not having been received, shall not constitute a waiver of any sums due, or of the date such are due, and upon any further default in payment by Company, the College shall retain any money already paid without liability on its part, and Company shall be and remain

liable to the College for any balance remaining to be paid as required under this Agreement. In the event that Company is in arrears for any charges or fees due the College, Company waives its right, if any, to designate the items against which payments made by Company are to be credited and the College may apply any payments made by Company to any items which the College in its sole discretion may elect irrespective of any designation by Company as to the items against which any such payment should be credited.

#### **4.0 USE OF NAME**

4.1. Subject to Section 4.2 below, the College further grants to the Company permission to refer in the Film to the Locations or any part thereof by any fictitious name, and the right to attribute in the Film any fictitious events as occurring on the Locations.

4.2. Company agrees that one of the express conditions of this Agreement is that Company will not use nor attempt to use any part of the Locations to portray the College or CUNY in a manner that constitutes actionable defamation. Company further agrees that the College and/or CUNY, in their sole discretion, if they deem any action to be defamatory to the reputation of the College or CUNY, may interrupt the Shoot and provide notice to Company to cease such action. If such conduct is not cured within two (2) hours of notice from the College or CUNY, the College may terminate this Agreement and dismiss or cause the Company and anyone else present on the College campus or the Locations in connection with the Film or this Agreement to be dismissed. In any such event, the Company shall remain responsible to the College for any use fee due pursuant to this Agreement as well as the cost of the College's out-of-pocket expenses actually incurred and non-cancelable College obligations.

4.3. Notwithstanding anything to the contrary in this Article 4.0, Company is expressly prohibited from using, recording, or photographing signs, symbols, names, language, or marks contained on any part of the Locations that specifically identify the College or CUNY by name or logo, without the written permission of the College. This provision shall survive the termination or expiration of this Agreement.

#### **5.0 COMPLIANCE WITH LAWS**

5.1. Company agrees to secure in advance of the Shoot any and all licenses and/or permits that may be required for such use of the Locations and to take all other steps necessary to comply with all laws and requirements of the State and City of New York, or any department, board or authority thereof governing such use of the Locations, and to provide copies to the College prior to the Shoot, at the College's request.

5.2. Company further agrees to comply with applicable laws, rules, regulations, and directives of federal and the City and State of New York governments, courts, governmental authorities, and legislative bodies, and policies and requirements of the College and CUNY (collectively, "Laws") applicable to the Locations and the Shoot. Copies of policies and regulations of College and CUNY may be found on the College's website and cuny.edu, including without limitation at <https://policy.cuny.edu/general-policy/>.

#### **6.0 SECURITY**

The College and CUNY shall at all times maintain the authority to implement whatever security and crowd control measures they deem appropriate for the nature of the Shoot and the crowd size in its sole and absolute discretion. The College and CUNY have the right to determine at any time during the term of the Agreement on notice to Company (which notice may be given orally) that the Shoot requires security. Company agrees that a determination by the College or CUNY that security is required for the Shoot is not and shall not be deemed to be an assumption by, or transfer to, the College or CUNY of liability, and that

Company shall remain liable for the acts and omissions of Company and its employees, agents, guests, invitees, performers, participants, and independent contractors and anyone else affiliated with Company or the Shoot. If the College and CUNY determine that security is needed, at College's election, College has the right (i) to assign a reasonable number of its own Public Safety Officers to the Shoot though it reserves the right to adjust this number (up or down) in its absolute discretion, at the cost and expense of Company, which cost shall be paid by Company promptly upon notification by the College of the charges therefor as additional fees hereunder; and/or (ii) to require Company to arrange for New York City public safety officers and/or police to be present at the Shoot for this purpose at Company's cost and expense; and/or (iii) to require Company to contract with a duly licensed and credentialed private security firm (whose security guards shall have Fire Guard certification) to provide the security and the fee payable for such security shall be borne by Company (it being understood that only unarmed security guards will be assigned to patrol the Shoot and in its sole discretion, and at any time before or during the Shoot, the College or CUNY may require Company to increase the number of security guards assigned to cover the Shoot, at the cost and expense of Company, which cost shall be paid by Company promptly upon notification by the College of the charges therefor. Company must provide the College with proof of contract with said private security firm at least five (5) business days prior to the Shoot.

## **7.0 INSURANCE AND INDEMNIFICATION**

7.1. Company shall procure and maintain in full force during the period of this Agreement, the following policies of insurance issued by a carrier(s) in good standing authorized to do business in New York:

- 7.1.1. personal property insurance covering the equipment, scenery, costumes and all other property of Company brought onto the College campus to the extent of its insurable value;
- 7.1.2. workers compensation and employers liability insurance covering Company's employees as required by law;
- 7.1.3. business vehicle insurance in the amount of two million dollars (\$2,000,000) for Company owned, non-owned, and/or hired vehicles; and
- 7.1.4. commercial general liability insurance with limits of liability of not less than two-million dollars (\$2,000,000.00) per occurrence and not less than five-million dollars (\$5,000,000.00) in the aggregate, combined single limit, for bodily injury (including death) and property damage, and that shall cover liability assumed by Company under this Agreement.

7.2. The following additional terms shall apply to the general liability insurance required by this Article 7.0:

- 7.2.1. The policy of insurance shall be endorsed to name The City University of New York, the Dormitory Authority of the State of New York, the State of New York, the City of New York, and the directors, officers, employees, agents, representatives and assigns of each of them on a primary basis, as additional insureds (the "Additional Insureds").
- 7.2.2. The policy may not be cancelled or modified in any manner upon less than thirty (30) calendar days' prior written notice to CUNY.

- 7.2.3. No cancellation provision in the policy may be construed in derogation of the continuous duty of Company to furnish such insurance during the term of this Agreement.
- 7.3. To the extent not covered by insurance, Company shall be solely responsible for the following:
- 7.3.1. All taxes and remittances to proper authorities;
  - 7.3.2. All user fees and expenses due from Company under this Agreement;
  - 7.3.3. Compensation, workers compensation, and disability insurance of all persons performing services in connection with the Shoot, except for College and CUNY personnel.
- 7.4. At the time of delivering a signed copy of this Agreement, Company shall provide the College with written proof of insurance, including written endorsements for all required additional insureds, for all insurance coverages required hereunder.
- 7.5. Company shall indemnify, defend, and hold harmless CUNY, the State of New York, the City of New York and the Dormitory Authority of the State of New York, their directors, officers, employees, agents, representatives, assigns and students, from and against all expenses, claims, damages (for injury to or death of persons and for damage to or destruction of property), liabilities, penalties, losses, fines, reasonable attorneys' fees and judgments arising out of or relating to Company's use and occupancy of the Locations, or the performance of this Agreement, or the Shoot, or the conduct of Company's officers, employees, agents, guests, invitees, performers, participants, and independent contractors, including without limitation any claim of infringement or violation of any copyright or property right, to the extent that such injury, death or damages is not caused by the negligence or willful misconduct of CUNY or the College, their officers, employees or agents. The word "conduct" as used in the previous sentence shall include, without limitation, any act(s) by which Shoot performers, participants, or Company encourage, suggest, or ask Shoot onlookers to come into any Location.
- 7.6. Company agrees to use and occupy the Locations at its own risk and hereby releases the College and the Additional Insureds from all claims for any damage or injury to the full extent permitted by Law. The risk of loss of or damage to any personal property of the Company shall be borne by the Company.
- 7.7. The obligations contained in this Article shall survive the expiration or earlier termination of this Agreement.

## **8.0 UTILITIES**

The College agrees to provide all ordinary electricity and water to the Locations. The College does not guarantee that any air-conditioning equipment will be in working order.

## **9.0 ADDITIONAL RIGHTS AND RESPONSIBILITIES OF COMPANY**

9.1. Company agrees that any and all images, motion pictures and audio recordings (including, but not limited to, still photographs, film, video, digital motion pictures, sound and other recordings) created as a result of or in connection with Company's use of the Locations (collectively, the "Recordings") may only be used in connection with, or as part of, the Film and/or in connection with any publicity, promotion and/or advertising of same. Subject to the foregoing sentence, CUNY grants Company and its licensees, successors and assigns, the exclusive right (but not the obligation) to use, reproduce, exhibit and otherwise exploit the Recordings, in whole or in part, in any and all media now known or hereafter devised, throughout the world, in perpetuity.

9.2. In the event Company desires to photograph retakes or other scenes, or to obtain permission for additional time, space, equipment or services, Company may arrange with College to re-enter upon and use the Locations, subject to availability and at the College's standard rates. Payment shall be due at least five (5) business days prior to the time of intended use.

9.3. Neither Company, nor its agents, licensees or successors shall be obligated to make any actual use of the Recordings in any film or otherwise.

9.4. All rights, title and interest of every kind (including without limitation all copyrights) in and to all Recordings shall be solely and exclusively owned and controlled by Company and its successors.

9.5. CUNY's sole remedy for breach of this Agreement by Company shall be an action for monetary damages except that CUNY shall also be entitled to injunctive relief in the event that Company violates Sections 2.2, 2.3, 4.3 or 9.1 above.

## **10.0 ENTRY BY COLLEGE AND CUNY**

College and CUNY, and their respective officers, agents and representatives, shall have the right at all times to enter any part of the Locations without the intention of interrupting the production of the Film, and at all other times as may be necessary to protect the health and safety of the College community or for other similar emergency purposes.

## **11.0 HEALTH AND SAFETY**

11.1 Company agrees, at Company's sole cost and expense, to comply, and to cause its officers, directors, representatives, employees, agents, guests, invitees, performers, participants, vendors and independent contractors to comply, with both requirements and (to the extent reasonably possible) guidance issued by the federal, state and local governments and all agencies and instrumentalities thereof relating to COVID-19 or other pandemic- and health-related requirements, as such requirements may change from time to time, applicable to Company, the Locations and the College campus, as applicable, including, without limitation, with all applicable permits and health care requirements and recommendations of the New York City Department of Health and Mental Hygiene and New York State Department of Health.

11.2 Company shall comply, and shall cause all of Company's officers, directors, agents, representatives, guests and other invitees present at the Locations to comply, with CUNY and College's reasonable rules and procedures (which may be updated from time to time as requirements change) on notice to Company, which notice shall be given by email sent to the Company's email address for notices: \_\_\_\_\_ ("Company's Email Address").

11.3 Each party shall notify the other (which notice shall be given to by email sent to College at [\_\_\_\_\_] or to Company's Email Address, as applicable) promptly upon becoming aware of such party's employees, agents, independent contractors or anyone else affiliated with CUNY, College or Company, as the case may be, that accessed the Locations and/or College campus and tested positive for COVID-19 or became symptomatic for COVID-19.

11.4 Notwithstanding the anything to contrary contained in this Agreement, in the event of Company's breach of the terms of this Article 11.0, College shall have the right to immediately cancel this Agreement upon giving written notice to Company (which notice shall be given by email sent to Company's Email Address).

## **12.0 END OF TERM**

12.1. Upon termination or cancellation of the Shoot and/or this Agreement, Company shall have the right to remove all of its sets, structures, and other materials and equipment from the Locations, provided, however, that Company shall leave the Locations in as good condition as when received excepting reasonable wear and tear consistent with the use of the Locations for the purposes herein permitted. In the event of any damage of any kind to the Locations or the appurtenances thereof caused by the Company, its employees, agents or anyone else in connection with Company's use of the Locations, Company agrees to pay such amount as determined in good faith by CUNY in consultation with Company's representatives, as shall be necessary to put the Locations in as good order and condition as the Locations were at the commencement of this Agreement. In the event of any dispute over whether damage to a Location has occurred, the determination of CUNY in consultation with Company's representatives shall be conclusive. Company agrees that CUNY may restore any such damaged Location and, further, Company agrees to reimburse CUNY for the reasonable costs of any such restoration within ten (10) calendar days of Company's receipt of CUNY's invoice therefore.

### **13.0 FORCE MAJEURE**

13.1. Should the Locations be destroyed either wholly or in part, damaged by fire or the elements, mob or riot, or use of any part of the Locations or equipment, or performance of any part of this Agreement be prevented or interfered with, by strikes, government regulation, public health or safety emergency (including without limitation Location or College campus closures, limitations on activities permitted at the College, limitations on the number of individuals that may be present at activities at the College, and similar consequences resulting from or related to COVID-19 or other public health and/or safety emergency), or any other cause beyond the reasonable control of a party (each a "Force Majeure Event") prior to or during the time for which use of said Locations is permitted, either party may, in its discretion, terminate this Agreement. In the event of such a termination, College shall return to Company any payments that may have been made for the proportionate period of use prevented or interrupted by the Force Majeure Event except that Company shall remain responsible for the College and CUNY's out-of-pocket expenses actually incurred and any non-cancelable College and CUNY obligations. Neither party shall be liable to the other for any loss or damage to personal property, or other damage, delay, inconvenience, or annoyance arising from or because of a Force Majeure Event and each party hereby expressly waives any claims for such damages or compensation.

### **14.0 NO WAIVER**

The failure of College to insist on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition, or option in any other instance.

### **15.0 MISCELLANEOUS**

15.1. The following information is provided in connection with the performance of this Agreement and for purposes of any required or desired notice provided in connection with this Agreement:

For College:

Name:

Title:

Address:

Phone:

Phone (during Shoot):

Email:

For Company:

Name:

Title:

Address:

Phone:

Phone (during Shoot):

Email:

15.2. Company does not have the right to assign this Agreement except that subject to Section 9.1, Company may license, assign and otherwise transfer all rights in and to the Recordings to any person or entity.

15.3. This Agreement shall be interpreted, enforced and governed by the laws of the State of New York. Any disputes arising under the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York.

15.4. Company represents and warrants that the person signing this Agreement on behalf of Company has the full right and authority to execute this Agreement and that no consent or permission of another person, firm or entity is necessary to bind Company to the terms set forth in this Agreement.

15.5. This Agreement, including Schedules A and B and all attachments and exhibits thereto, contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party.

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**



**THE CITY UNIVERSITY OF NEW YORK ON  
BEHALF OF  
\_\_\_\_\_ COLLEGE**

By: \_\_\_\_\_  
(signature of authorized representative)

Name: \_\_\_\_\_  
(print name of authorized representative)

Title: \_\_\_\_\_  
(print title of authorized representative)

**COMPANY:**

By: \_\_\_\_\_  
(signature of authorized representative)

Name: \_\_\_\_\_  
(print name of authorized representative)

Title: \_\_\_\_\_  
(print title of authorized representative)

## SCHEDULE A

**A. Description of Film:**

**B. Schedule of Locations:**

Company agrees that the Shoot, from beginning of set up through clean up, shall take place only in the following Location (s) and on the dates and times set forth below.

All sanitization and COVID-related cleaning activities to be carried out by Company or Company's contractor must be listed below as an Activity.

<b>Date</b>	<b>Time</b>	<b>Location</b>	<b>Activity</b>	<b>Number of Persons Expected to be Present at Location/Maximum Number of Persons Permitted by current applicable Laws (e.g., 15/90)</b>

**SCHEDULE B**  
**FEE SCHEDULE**

<b>I. LOCATION USE FEE</b>				
<i>List dates/locations</i>		<b>RATE</b>	<b>HOURS</b>	<b>TOTAL</b>
				\$
				\$
				\$
<b>TOTAL LOCATION USE FEE</b>				\$

  

<b>II. PERSONNEL, SERVICES &amp; EQUIPMENT COSTS</b>				
<b>PERSONNEL</b>	<b>RATE</b>	<b>NUMBER</b>	<b>HOURS</b>	<b>TOTAL</b>
				\$
				\$
<b>OTHER CHARGES</b>	<b>RATE</b>	<b>UNITS</b>	<b>TOTAL</b>	
				\$
				\$
<b>TOTAL PERSONNEL, SERVICES &amp; OTHER CHARGES</b>				\$

  

<b>TOTAL AGREEMENT CHARGES</b>	\$
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**PAYMENT SCHEDULE**

[insert payment due dates]

**NOTE:** *Additional amounts may be due. See Section 3.2 of the Agreement.*