

Christian Brothers University

AGREEMENT FOR FILMING, VIDEOTAPING AND STILL PHOTOGRAPHY FOR COMMERCIAL OR ENTERTAINMENT PURPOSES

This agreement is entered into by and between Christian Brothers University ("CBU")

and _____
(Photographer or Videographer)

In consideration of being permitted to use the campus of CBU and to photograph or otherwise visually record the property of CBU, Photographer hereby agrees to the following:

- Photographer shall file a request in writing thirty (30) days in advance of dates needed (7-day minimum advance required). Requests for video, film and still photography are submitted through the CBU Office of Communications and Marketing.

All requests must be in writing and contain a brief description of the project, complete script (if film or video), sponsoring company or organization, person responsible for payment and a waiver absolving CBU from any risk or liability.
- Photographer agrees to pay to CBU the following fees for access and use of the designated campus areas: (Fees vary for major motion pictures/documentaries.)
- **OUTDOOR LOCATIONS** (lawns, patios, porches, athletic fields, etc.)
\$1,000 per day (plus CBU's costs for any additional security and facilities management services if required by the photographer).
- **INDOOR LOCATIONS**
Classrooms and Labs: \$800 per day (plus security and management services if required). For videotaping or filming of academic activity, permission needed from instructor and students involved.

Offices and Lobby Areas: \$800 per day (plus security and facilities management services if required).
- **BUILDING RENTAL** (requests that involve rental of an entire facility)
Single-Floor Facilities: \$1,000 per day (plus security and facilities management services if required).
Multi-Floor or Multi-Level Facilities: \$2,000 per day (plus security and facilities management services if required).
- A security deposit of \$_____ shall be paid to CBU prior to any use of University property. Failure to pay such security deposit shall result in the immediate termination of this agreement. CBU shall refund said security deposit to Photographer within five (5) business days following Photographer's use of CBU's property; provided, however, that Photographer in no way damages the University's property during Photographer's said use. In the event Photographer damages University property, the security deposit shall be applied towards the cost of repairing the damaged property, and if applicable, any unused portion of the security deposit shall be returned to Photographer. (The Office of Communications and Marketing may waive the deposit.)
- Photographer agrees that videotaping or filming must be conducted at the time least likely to be disruptive to the academic process and student life. Photographer's access to the University's property shall commence on _____ and shall terminate on _____.
- Photographer acknowledges that at no time will CBU's name, nicknames, logos or symbols, nor will any of its building and unit names be used in commercials and advertisements without the written approval of the University. Facilities that are readily recognized by the public may be used as backgrounds for commercials and advertisements only if script and shooting-angle clearance is granted in advance by the CBU Office of Communications and Marketing, since these pictures could be perceived as an endorsement. Contracts must stipulate that the University's name will not be used in any manner of endorsement without prior written approval through the Office of Communications and Marketing. Fees do not apply to requests by the news media working through the Office of Communications.
- Any use of CBU's students in feature-length productions, commercials, advertisements, etc., must be approved in advance with the

Office of Communications and Marketing. All arrangements for extras regarding modeling fees, etc., must be made directly with those individuals involved. At no time will non-enrolled models be permitted to pose as enrolled CBU students.

- Photographer shall properly identify Christian Brothers University in the credits of any feature-length productions if requested by the University.
- Photographer hereby releases CBU and its employees and agents from any and all liability whatsoever arising out of or in connection with photographic use of the campus, and hereby agrees to indemnify and holds harmless the University and its offices and employees and agents from any loss, cost, damage, expense, injury or death arising out of or in connection with its use of the campus, including, without limitation, claims based on alleged defamation or on infringement of rights to copyright, trademark, service mark or other intellectual property or privacy, together with any legal expenses that may be incurred by the University in defending any such claim.
- Production staff must display official credentials at all times while on campus. Final contractual arrangements are coordinated through the Office of Communications and Marketing, Director of Special Events and Vice President for Institutional Advancement. All University policies apply.

CHRISTIAN BROTHERS UNIVERSITY

PHOTOGRAPHER

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Phone: _____

5-02 Rev.

(All fees may be waived or reduced on some requests with approval of the Office of Communications and Marketing)

Christian Brothers University

Office of Communications and Marketing
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Memphis, TN 38104
(901) 321-4417, 321-3270
FAX: (901) 321-3266