



## LOCATION RELEASE

Date of Release: \_\_\_\_\_ (“Effective Date”)

Production Company Name: \_\_\_\_\_ (“Producer”)

Address: \_\_\_\_\_

Production: \_\_\_\_\_ (“Production”)

Location: \_\_\_\_\_ (“Premises”)

Dates of Filming: \_\_\_\_\_

Fee: \_\_\_\_\_

This Location Release (this “Release”) is dated as of the Effective Date and is entered into by the Regents of the University of Michigan (“University”) for the benefit of the Producer with respect to the Production.

### **1. Permission to Access the Premises.**

Subject to the terms and conditions of this Release, University hereby grants to Producer (i) non-exclusive permission to access Premises for use in connection with the filming and/or recording of scenes for the Production; (ii) permission to erect and maintain at the Producer’s sole cost and expense temporary sets, props, signs, and structures on the Premises approved in advance by University; and (iii) permission to photograph said Premises (interior and exterior), sets props, signs, and structures.

### **2. Use of the Premises.**

2.1 Producer shall leave the Premises in as good an order and condition as when received, normal wear and tear excepted. Any costs associated with damage to the Premises or any other property of University, or with the cleanup of the Premises, that are caused by or arise out of Producer’s operations hereunder will be the responsibility of the Producer. Producer acknowledges and agrees that during the filming, University will be carrying out its normal operations at Premises. Unless otherwise agreed in writing by University, under no circumstances may Producer’s use of the Premises interfere with the normal operation of University, its employees, students, or permitted guests, at the Premises or any other University property, including, without limitation, parking.

2.2 In carrying out its operations under this Release and in using the Premises, Producer shall abide by all applicable state, federal and local laws, regulations and ordinances as well as any policies, regulations and directions of University, including, without limitation, with regard to additional insurance coverage with respect to certain activities. University shall not be responsible for any loss to or theft of any property belonging to the Producer, its contractors, agents or employees. The parties will designate one representative of each party to whom communications should be directed in regard to any requirements for coordinating delivery, construction, and parking.

2.3 University hereby represents and warrants that University is fully authorized to enter in to this Release and to grant Producer permission to use of the Premises in accordance with this Release. University makes no further representations or warranties concerning the Premises or this Release, and Producer accepts use of the Premises AS IS. Producer agrees that use of the Premises by it, its contractors, employees, and agents is the sole risk of Producer.

### **3. Intellectual Property Rights**

Producer shall own all copyrights in and to all photographs and recordings made on or about said Premises in accordance with this Release, and University agrees that such product may be used in the Production and distributed, exhibited, exploited and advertised throughout the entire world, at any time and by means of any and all media. Producer acknowledges that its photographs and recordings may capture subject matter protected or protectable pursuant to the law of copyright, trademark, privacy, publicity, or other applicable law, such as statues or other works of art and identifiable likenesses of individuals. University's name and marks will not be used in the Production or in connection with the Production (including any advertising, publicity, or promotion of the Production), without University's explicit written consent.

### **4. Indemnification**

As a condition for the permission granted by University in this Release, Producer shall indemnify, defend ,and hold harmless University, its regents, officers, employees, students and agents from and against any and all liability, cost, and expense (including attorneys' fees) arising out of or in connection with this Release caused by or result from the negligent or intentional acts or omissions of Producer, its officers, employees, agents, and subcontractors, including, but not limited to, claims based on an assertion that Producer's activities under this Release violated a personal legal right or violated applicable state or federal law.

### **5. Governing Law**

This Release shall be governed by and construed under the laws of the State of Michigan without regard for principles of choice of law. Any claims, demands, or actions asserted against the University shall be brought in the Michigan Court of Claims. Producer, its successors and assigns, consent to the jurisdiction of a court with applicable subject matter jurisdiction sitting in the state of Michigan with respect to any claims arising under this agreement.

### **REGENTS OF THE UNIVERSITY OF MICHIGAN**

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

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