

# UNIVERSITY OF WYOMING

## FACILITIES USE PERMIT FOR FILMING AND PHOTOGRAPHY ON CAMPUS

The University of Wyoming ("University") hereby authorizes the Organization/Individual designated below ("Permittee") to use the following University campus facility for:

Name of Organization/Individual \_\_\_\_\_

Name of Representative/Contact \_\_\_\_\_

Campus Facility/Grounds Area to be used \_\_\_\_\_

Production filming

Still photography

Documentary/Educational film

Student project

Other: \_\_\_\_\_

**Special Conditions (i.e. use of prop weapons, stunts, pyrotechnics, etc.)** \_\_\_\_\_

**The photographs, motions pictures or videotapes obtained from exercise of the permission granted herein shall be used only for the following purpose of the Event:** \_\_\_\_\_

**Dates/Times of the Event:** \_\_\_\_\_

**Fees (if any):** \_\_\_\_\_

Permittee agrees to abide by all terms and conditions of this Facility Use Permit as follows:

1. Permittee is responsible for and assumes all liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees and agrees to defend, indemnify, and hold harmless the University of Wyoming from any such liability. Permittee further agrees to indemnify, defend and hold the University of Wyoming harmless from any claims or costs, including legal fees, which might arise alleging infringement of other claim of unauthorized use of intellectual property.
2. Permittee, or its officers, agent, or employees, shall use said areas at their own risk. The University shall not be responsible for injury to or death of any person or injury to any property growing out of said use.
3. All persons using University property on Permittee's behalf shall be under Permittee's care, custody and control during the period of this Permit. Members of the crews of Permittee must carry proof of identity during the time Permittee is using University property.
4. All activities conducted by Permittee on University property will be the responsibility of the Permittee, including obtaining any necessary photography or film releases for its subjects or copyright and intellectual property rights for material being used.
5. This Permit does not give Permittee permission to use any other facilities on the University campus or to use the name "University of Wyoming" or any abbreviation thereof, in any manner

whatsoever other than for location purposes in connection with this Permit. Permittee's written or promotional material shall not name the University as "sponsor" unless such permission has been granted in writing by University.

6. This Permit is given to Permittee with the understanding that Permittee shall be responsible to University for any and all damage to said area in any manner arising out of the permission granted.
7. At the termination of this Permit, Permittee must return University facilities to the same condition as received upon commencement of use, or Permittee may incur additional costs as necessary for University to clean and restore the facilities to their original condition.
8. Permittee shall pay regular charges for parking and other services provided on campus.
9. University shall not be deemed to be in default of this Permit or liable for damages if the performance of any or all of its obligations hereunder are delayed or become impossible because of any cause beyond the University's control, including but not limited to any act of God, terrorism, war, riot or civil disobedience, epidemic, strike, or fire.
10. Insurance- *Each activity will be reviewed with Risk Management to determine what level of insurance coverage, if any, Permittee will be required to provide.*
11. Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.
12. The University does not waive its sovereign immunity or its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement. Any actions or claims against the University under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
13. The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.
14. Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.

