

**LOCATION USE AGREEMENT
BETWEEN
THE UNIVERSITY OF WYOMING
AND**

1. Parties. This Agreement is made and entered into by and between the University of Wyoming (hereinafter "University") and _____, (hereinafter "Company") and governs the use of the campus of the University for filming or photography for commercial purposes (hereinafter "Project").

2. Term. This Agreement shall commence upon _____ and shall remain in full force and effect until _____.

3. Locations. Company agrees that all filming or photography carried out in connection with this Agreement, from beginning of set up through clean up, shall take place only in the University Location(s), dates and times set forth in Exhibit A, Schedule of Locations, attached hereto and incorporated herein.

4. Payments.

- a. Company agrees to pay University \$_____ per day (or half day) for the rights to use the University campus as set forth in the University of Wyoming Fee Book and provided for in this Agreement, as set forth in Exhibit B, "Fees". All location fees are due on the first day of filming or photography, unless specifically agreed to in writing.
- b. Company agrees that any changes, modifications, additions, or adjustments to the scope of services and equipment requires a written amendment or amendments to this Agreement signed by Company and University before any such changes, modifications, additions, or adjustments are implemented. Company understands and agrees that any such changes, modifications, additions, or adjustments may result in an increase in fees.
- c. All payments shall be made by cashier's, certified, or corporate check payable to:

Central Scheduling

**Dept. 3982, 1000 E. University Avenue
Laramie, WY 82071**

- d. Company agrees that if any payments specified above are not made by the agreed dates, University may cancel the Agreement. Company further agrees that in the event of termination for non-payment, University shall be entitled to, and will retain any monies paid to University for charges incurred up to and including the date of cancellation pursuant to the provisions set forth in this Agreement.

5. Use of Campus Facilities. Company understands and acknowledges that University maintains control over its facilities and their usage, including, but not limited to, alterations of its facilities. Company shall not alter University property without University's written agreement and University has sole discretion concerning whether to permit Company to alter or modify the locations it uses during the Project. Any modifications that have been requested and approved by University shall be set forth in Exhibit C, "Facilities Alteration," attached and incorporated

herein. All persons using University property on Company's behalf shall be under Company's care, custody and control during the period of this Agreement. Members of Company's crew shall have identification at all times during the Project at University Locations. All activities conducted by Company on University property will be the responsibility of the Company.

6. Film Ownership. With the exception of any University provided materials, all rights of any kind in and to all the photographs, films or video obtained from the exercise of the permission granted in this Agreement (and any negatives, prints, or duplicates thereof) shall belong to Company, its successors and assigns, and shall be used only in connection with the permitted Production. Further, Company shall not use, sell, or in any way transfer or permit others to use, sell or transfer any such materials except for the purpose identified in this Agreement and the Application No. _____, as approved, which is attached as Exhibit D and incorporated herein.

8. University Approval of Film, Video, or Photographs. All use of film, video, or photographs taken at the Location(s) pursuant to this Agreement must be reviewed and approved by the University in advance of its public dissemination or its use in any commercial manner.

9. University Name, Trademark and Buildings. Advertising, promotional, or marketing materials for Project may not use the University's name or other trademarks or images, as well as any graphical images by or on behalf of the Company incorporating the University's name or other trademarks. Company will in no way utilize the name or trademarks without the University's written consent in advance of such use. The University may not be mentioned or credited in the production without the prior written consent of the University. University trademarks may not be used in the Project, including without limitation, use of University apparel or other items featuring the University's trademarks for use as costumes and/or set dressing, without the prior written consent of the University and no identifiable University buildings or landmarks may appear in the production without the prior written consent of the University.

10. Marks. This Agreement does not give Company permission to use the name "University of Wyoming" or any abbreviation thereof. Company's written or promotional material shall not name the University as "sponsor" unless such permission has been granted in writing by University.

11. Condition of Locations. At the beginning of the Project, representatives of Company and University shall inspect the Location(s), noting any problems, defects, or extraordinary wear and tear that may exist at each Location. Any damage, including but not limited to damage to facilities, equipment, personal property or surfaces, caused by Company, its agents, employees or contractors, shall be repaired to the University's satisfaction at the Company's expense. In the event of any dispute over whether damage to a Location has occurred, the determination of the University shall be conclusive. Company agrees that University may, at its sole and reasonable discretion, restore any such damaged Location and, further, Company agrees to reimburse University for the reasonable costs of any such restoration within fifteen (15) business days of Company's receipt of University's invoice therefore.

13. Liability and Insurance.

- A.** Company 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 from any such liability arising out of or related to the Project. Company, 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.
- B.** It is the Company's sole responsibility to obtain any necessary publicity releases and intellectual property rights for the Project. Company agrees to defend, indemnify and hold harmless University against all claims, demands, costs and expenses, including reasonable attorney's fees and costs that the University may sustain or incur by reason of any claim of infringement or violation of any copyright or property right arising from or related to Company's Project. Company agrees to pay 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.
- C.** Insurance *Each activity will be reviewed with Risk Management to determine what level of insurance coverage will be required of Company.*

14. Force Majeure. Neither Company nor University shall be liable for failure of the Project to commence, proceed or conclude if such failure is caused by or due to a natural disaster that affects the Project or causes physical disability to Project participants, or because of acts or regulations of public authorities other than University, civil tumult, epidemic, interruption or delay of transportation services or any cause beyond the control of Company or University. In the event that the Facilities are unavailable due to a natural disaster, destruction or any cause beyond the control of the parties, and if the Project has not begun, University and Company shall have the independent right to terminate this Agreement. In that event, University shall refund all moneys previously paid by Company, except costs paid and/or contracted for, commitments that cannot be canceled and the non-refundable deposit.

15. Termination. This Agreement may be canceled by the University with written notice to Company at any time. Company agrees to terminate any work hereunder upon receipt of such termination or as instructed in such notice. In such an event, the University agrees to compensate Company for actual documented expenses incurred in reliance on this Agreement.

16. Exhibits. This Agreement includes the following Exhibits, attached hereto and made a part hereof:

- A. Schedule of Locations
- B. Fees
- C. Facilities Alterations
- D. University of Wyoming Application for Facilities Use Permit for Filming and Photography on Campus

17. General Provisions

- A. Amendments.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- B. Applicable Laws.** 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.
- C. Assignment.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- D. Entirety of Agreement.** This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.
- E. Governmental Claims.** 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.
- F. Interpretation.** 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.
- G. Prior Approval.** This Agreement shall not be binding upon either party unless this Agreement has been reduced to writing before performance begins as described under the terms of this Agreement, and unless this Agreement is approved as to form by the Office of General Counsel.
- H. Severability.** Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- I. Sovereign Immunity.** The University does not waive its sovereign immunity or governmental immunity by entering into this Agreement, and fully retains all

LOCATION USE AGREEMENT
Exhibit A
Schedule of Locations

Date	Time	Place	Activity
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LOCATION USE AGREEMENT
Exhibit B
Fees

LOCATION USE AGREEMENT
Exhibit C
Facilities Alterations

LOCATION USE AGREEMENT

Exhibit D

*University of Wyoming Application for Facilities Use Permit
for Filming and Photography on Campus*

