



NAZARETH UNIVERSITY

NAZARETH
ON-CAMPUS FILMING PERMIT

Print Form

Reset Form

PERSON/COMPANY (Grantee)

Name _____
Address _____ Phone _____
City _____ State _____ Zip Code _____ Email _____

This ON-CAMPUS FILMING PERMIT (this "Permit") is effective as of _____ (the "Effective Date"), and pursuant to which Nazareth University ("University") grants the undersigned person or company, _____ (the "Grantee") a non-exclusive, non-transferable, revocable, personal license to film on property of the University on the terms set forth below.

1. The Project. Grantee and its employees, agents, invitees, and contractors will have access to selected locations on University property to photograph, videotape, record and or film as provided under this Permit. In particular, Grantee is producing:
Title _____ (the "Project").

a. Type of Project (check all that apply):

☐ Production Film ☐ Documentary ☐ Educational Film ☐ Still Photography ☐ Student Project

b. Project Description:

StoryLine

c. Proposed Use and Distribution (check all that apply):

☐ Television ☐ Movie Theatre ☐ Web ☐ Print ☐ Youtube

☐ Other describe: _____

d. Target Audience: _____

e. Production Company (if any): _____

f. Project Producer: _____

of Crew: _____ # of Talent: _____ # of Minors: _____ Minor age ranges: _____

g. Type of equipment involved:

h. Other requests

2. Term. The term of this Permit commences on the Effective Date and, unless terminated earlier, ends on _____. In the event Grantee requires additional time to complete work related to the Project, the term may be extended with University's prior written consent. Any extension of the term will require an additional payment by Grantee at a rate determined by University.

3. Filming Locations. In connection with the Project, Grantee will have access to the following University buildings and rooms (each, a "Filming Location") on the following day or dates (each, a "Filming Date"):

Filming Location	Filming Date	Start Time	End Time

To the extent Filming Dates and Time for Filming Locations are to be mutually agreed upon, Grantee shall notify University in writing at least 2 (two) business days prior to each Filming Date for each Filming Location.

4. University Materials. University grants Grantee a one-time, non-transferable, non-exclusive personal license to photograph, videotape, or otherwise record solely in connection with the Project the following (the "University Materials"):

1.

2.

3.

Unless University has granted its consent, Grantee shall not reproduce, distribute, make a derivative work based upon, publicly display or publicly perform a work reproducing a University Material in any work other than in connection with the Project. Unless University otherwise agrees, Grantee shall have access to photograph, videotape or record a University Material only during regular University business hours. University reserves the right to review and approve all photographing, videotaping, recording of a University Material.

5. Filming Permit Fee The permit fee shall be \$ _____. University shall deliver its invoice for the fee to Grantee. The invoice shall be due and payable in full within 30 days after delivery to Grantee. Checks are made payable to Nazareth University with your Project name written on it, to Controller's Office Attn: Controller. University may deny Grantee and its employees, agents, invitees, or contractors access to a Filming Location if such fee has not been paid in full. The fee shall be non-refundable and non-creditable.

Facilities Use Fee

Parking Fee

Staff Time

Security Fee

Electrician(s) Fee

Alterations Fee

Other Fees

describe:

6. Use

a. Non-exclusive use. Grantee acknowledges and agrees that University and its agents, employees, invitees, licensees and students may use any portion of a Filming Location at any time during the term of the Permit, so long as such use does not unreasonably interfere with Grantee's permitted use of the Filming Location.

b. Alteration; Signs; Liens. Absent University's prior written consent, Grantee shall not redecorate, change or alter a Filming Location or any signs or advertising on or about University property. Grantee shall not permit to accrue, and shall indemnify and hold University harmless from, any liens for labor or materials provided to Grantee or its employees, agents, invitees, or contractors, or claimed to have been so provided.

c. No Hazardous Substances. Grantee shall not allow its employees, agents, invitees, or contractors to use, generate, store or dispose of on or about any University property, including a Filming Location, any hazardous substance, toxic chemical or pollutant.

d. Repairs and Restoration. Grantee shall promptly report to University any damage or loss to University property caused by Grantee or its employees, agents, invitees or contractors. At University's written request or at the end of the term of this Permit or of the Project, which-ever occurs first, Grantee, at its sole cost and expense, shall restore each Filming Location and affected University property to their condition as of the Effective Date. Any necessary restorations may only be performed by authorized University personnel and/or their contractors.

e. Use of University Marks. No provision of this Permit grants Grantee a license, express or by implication, under any of University's trademarks, copyrights or other intellectual property. Grantee shall not use the name, logo or any mark of or associated with University or the name or a reproduction of University building in the Project, in any promotion, publicity or advertising of the Project, or in any form whatsoever, without University's prior written approval in each instance. Grantee is expressly prohibited from altering University marks or creating its own branded signage using University marks.

f. Releases and Consents. Grantee shall be solely responsible for obtaining valid and enforceable releases, consents, or authorizations necessary or desirable for the Project, including, without limitation, releases or permissions to use images of persons or things included in any photography, filming, or video shoots. Grantee shall defend, indemnify and hold harmless University and its regents, employees, agents and contractors from and against any claims, suits or causes of action of any type arising out of the failure to secure such releases, consents or authorizations.

g. Permit Limitations; Copyright to Visual Art, Literary Works and Buildings. University, in certain instances, may not hold the copyright or have the right to grant a license under such copyright to visual art located on University property, including at libraries, administrative buildings, and classroom buildings and including public art located on the grounds or exterior of buildings. Authors or publishers may own the copyright to books, articles, archive materials and other works located at the University, including those at libraries and archives. The permission granted in this Permit pertains only to works to which University holds the copyright.

h. Food and Beverages. Grantee shall obtain University's prior written approval (which must be reasonably granted) before serving any food or beverages in a Filming Location. Grantee shall not permit its employees, agents, invitees or contractors to use, consume or possess alcohol, tobacco or vape products on University property.

i. Compliance. Grantee's use of a Filming Location shall conform with all the terms and conditions of this Permit, all applicable University policies and rules, as amended from time to time (a "University Policy"), and all applicable federal, state and local laws, ordinances, rules and regulations (a "Law"). University may bar Grantee or its employees, agents, invitees or contractors access to a Filming Location if Grantee breached this Permit or if the Project will violate a University Policy or Law.

j. Disruptive Behaviors. University reserves the right to eject any employees, agents, invitees or contractors in any way to connected with Grantee(s) for displaying behavior that is deemed disruptive to the operation of the University. Such instances including being offensive in language or behavior to students, faculty, staff, administrators, or University guests.

7. Liability

a. Except as otherwise provided in this Permit, Grantee shall be solely liable for its and its employees', agents', invitees', and contractors' negligent, willful and intentional acts and omissions related to this Permit or Project.

b. Grantee shall be liable to University for all losses and damages to real, personal or other property of University or of its employees, agents, invitees, or contractors caused by Grantee or Grantee's employees, agents, invitees, or contractors, unless the loss or damage was caused by University's intentional or grossly negligent acts or omissions.

8. Indemnification Grantee agrees to defend, indemnify and hold harmless University from and against all claims, actions, damages, judgements, fines, liabilities, and expenses (including attorneys' and other professional fees) arising from or in connection with (i) the Project; (ii) the negligent or wrongful acts or omissions of Grantee's employees, agents, invitees, or contractors; (iii) Grantee's failure to perform or comply with any of the covenants, permits, terms, provisions, conditions, or limitations contained in this Permit.

9. Insurance Grantee shall provide University with a certificate of insurance evidencing coverage that complies with the required insurance coverages set forth in Appendix A of this Permit. Please note that Grantee must deliver the Certificate(s) to Nazareth's Controller two weeks prior to the Project.

10. Representations and Warranties University disclaims all warranties, express or implied concerning a Filming Location. Access to each Filming Location is offered and accepted "as is" and "with all defects".

11. Default Grantee acknowledges that this Permit represents a grant of revocable license only, and not an easement or lease. In the event of default by Grantee in the performance of any term or condition of this Permit, University may immediately terminate the Permit and Grantee's related rights and licenses.

12. Limitation of University Liability IN NO EVENT SHALL UNIVERSITY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, LOST PROFITS OR LIKE EXPECTANCY DAMAGES ARISING OUT OF THE PERMIT OR THE PROJECT. UNIVERSITY'S TOTAL LIABILITY FOR BREACH OF THIS PERMIT SHALL NOT EXCEED THE FILMING PERMIT FEE PAID BY GRANTEE.

13. Indemnification for Infringement of Copyright Grantee agrees to defend, indemnify and hold harmless University against all claims, demands, costs and expenses, including reasonable outside attorney's fees and costs that University sustain or incur by reason of any claims of infringement or violation of any copyright or property right arising from or related to the Project. Grantee agrees to pay any 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.

14. Independent Contractor Both parties agree that no employer-employee relationship exists, and Grantee is considered an independent contractor under this Permit.

15. Force Majeure Neither Grantee nor University shall not be liable of the Project to commence, proceed, or conclude if such failure is caused by or due to a natural disaster that affects the Project. In the event that University property is unavailable due to a natural disaster, destruction or any cause beyond the control of the parties, and if the Project has not begun, Grantee and University each shall have the independent right to terminate the Permit. In that event, University shall refund the Permit fee previously paid by Grantee, except for costs costs paid and/or contracted for, commitments, which cannot be canceled, and the non-refundable deposit.

Any unauthorized alterations made to this Permit without prior approval will void and therefore cancel this Permit. Furthermore, this Permit shall not be effective until fully executed by all parties named below.

Nazareth University

Signature	_____	Date	_____
Name (Print)	_____		
Title	_____		

Grantee	
Signature	_____
Date	_____
Name (Print)	_____
Title	_____

Category


User must (at its cost) maintain and evidence all "checked" coverage with the limits as indicated:

A. Required Coverage:

Coverage	Minimum Coverage	Note
☐ Commercial General Liability Bodily Injury & Property Damage Limit Products/Completed Operations Limit Personal Injury and Advertising General Aggregate Limit	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate \$ 1,000,000 each person or organization \$ 2,000,000	Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual liability, Products/Completed Operations, Personal injury, explosion, collapse and underground hazards, pollution, mold, or fungus shall be permitted. Endorsed exclusions/limitations for the following are not permissible: Athletic Participants, Contractual Liability, or Designated Premises Restriction. The policy shall provide coverage for damage to electronic data processing media or data with coverage at least as broad as Insurance Services Office Form CG 04 37 12 04. The Commercial General Liability coverage is to be maintained for a period of two years after final acceptance of the work.
☐ Automobile Liability Owned, Hired and Non-Owned Autos (symbol "1" on Business Auto Policies) Combined Single Limit for Bodily Injury and Property Damage	☐ \$ 1,000,000 each accident ☐ \$ 5,000,000 each accident	
☐ Workers' Compensation and Employers' Liability (If applicable)	\$ 100,000 each common cause \$ 500,000 each employee for disease	Statutory coverage complying with the New York Workers' Compensation Law.
☐ Professional Liability	\$ 1,000,000 each occurrence \$ 3,000,000 aggregate	Covering claims arising out of the rendering or failure to render any professional services.
☐ Excess/Umbrella Liability Combined Single Limit for Bodily Injury & Property Damage Coverage to apply in excess of the following described above.	☐ \$ 1,000,000 each accident ☐ \$ 1,000,000 aggregate ☐ \$ 2,000,000 each accident ☐ \$ 2,000,000 aggregate ☐ \$ 5,000,000 each accident ☐ \$ 5,000,000 aggregate	Coverage is to apply on an occurrence basis only, in excess of the other liability coverages required in General Liability, Automobile Liability, and Workers' Compensation & Employers' Liability and shall be no more restrictive than such scheduled underlying insurance.
☐ Sexual abuse & Molestation Liability	\$ 1,000,000 each occurrence	Any insurance coverage for sexual abuse and molestation insurance written on a claim made basis shall remain in effect for a minimum of (6) months following the use of University Facilities.
☐ Liquor Liability (If applicable) Bodily injury or property damage including damages for care, loss of services, or loss of support	\$ 1,000,000 each occurrence \$ 1,000,000 aggregate	
☐ Additional Insured	Nazareth University must be named as an Additional insured, on a primary basis, under the following coverages (if required): General Liability, Excess/Umbrella Liability and, if checked here, the other insurance described above.	

- B. Insurers providing the above policies must be licensed to do so in New York State and must have an A. M. Best's rating of not less than A-with a Financial Size category rating of not less than X.
- C. All coverages are to be provided on an occurrence basis unless otherwise agreed by Nazareth.
- D. On the Certificate of Insurance, the project name must be clearly stated, Certificates must specify the applicable retroactive date of any claims-made coverage being evidenced.
 Certificates of Insurance must provide for 30 days notice of cancellation of any of the evidenced coverages.
- E. Please email Sue Ahn, Financial and Risk Management Analyst sahn3@naz.edu
- F. All Certificate must be provided to and approved by Nazareth prior to using the University's Facilities. The Certificate Holder must be designated as "Nazareth University, 4245 East Avenue, Rochester, NY 14618-3790, Attention: Kristen Green".
- G. Failure or Owner to demand such Certificate of Insurance or failure of Owner to identify a deficiency in a certificate that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance. Owner shall have the right, but not the obligation to prohibit the Contractor from entering the Project site until such certificate indicating full compliance with the requirements herein has been received and approved by Owner.
- H. Sub-Contractors of any tier:
 Use of sub-contractors must be pre-approved by Nazareth. In the event that Nazareth permits the use of sub-contractors, the Contractor's General Liability policy must not exclude damage to its work if the work was performed by a sub-contractor or is a sub-contractor's work causes damage to other elements of the work.. All sub-contractors shall maintain the insurance coverage outlined commencing work, unless otherwise agreed to by Nazareth. It is recognized that the nature of some work performed by sub-contractors may warrant a waiver of some of the insurance requirements outlined above or the imposition of additional requirements beyond those required above. Such changes in the requirements are subject to review and approval by Nazareth's Controller or other person responsible for Nazareth's Risk Management function..