

LOCATION AGREEMENT

This agreement ("Agreement") is entered into as of [date] by and between Loyola University of Chicago, an Illinois not-for-profit corporation ("Loyola"), and [insert name of production company and state of incorporation if applicable] ("Producer").

WHEREAS, Producer is producing [insert the type of production (e.g. movie, television) and title] (the "Production");

WHEREAS, Loyola owns and controls property located at [insert address of property] (the "Premises"); and

WHEREAS, Producer desires to film portions of the Production on or near the Premises.

NOW, THEREFORE, in consideration of the mutual promises, obligations, and payments described in this Agreement, the parties agree as follows:

1. **GRANT OF RIGHT:** Loyola grants to Producer and its agents, licensees, employees, contractors, suppliers and other persons associated with the Production the non-exclusive right to **[to be completed based on specific terms of agreement]** from the period commencing on or about [insert time] on [date] through [insert time] on [date]. Except as provided in this Paragraph, Loyola shall have no obligation to furnish Producer with any telephones, telephone lines, computers, Internet connections, electricity, water, gas, heating, cooling, dressing facilities or rest rooms. Loyola reserves the right to use the Premises during the filming of the Production provided such use does not materially interfere with Producer's intended purposes for the Premises or with the filming of the Production.
2. **REIMBURSEMENT:** In consideration for the rights granted to Producer pursuant to this Agreement, Producer shall pay to Loyola the amount of \$ _____ one business day prior to the commencement date and time set forth in Paragraph 1 of this Agreement. **[Producer shall also allow up to ____ students enrolled at Loyola to observe the filming of the Production while Producer is using the Premises. Producer shall not request or permit such students to provide services to Producer or assist with the Production.]**
3. **FITNESS AND SUITABILITY:** Producer represents that it has inspected the fitness and suitability of the Premises. Loyola makes no representation or warranty with respect to the fitness or suitability of the Premises for the purposes contemplated by this Agreement.
4. **RESTRICTIONS ON USE OF PREMISES:** Producer shall use its best efforts to conduct its operations in a manner minimizing disruption to the Premises and Loyola. Loyola may impose restrictions on Producer's production activities, including, but not limited to: (a) the weight and size limitations on vehicles, equipment or other property on the Premises; (b) the amount of vehicle and pedestrian traffic permitted on the Premises; (c) the level of noise, light or odor emanating from the Premises; and (d) the use of Loyola's furnishings, utensils and other personal property on the Premises. Producer shall prevent any liens or other encumbrances from attaching to any portion of the Premises. Producer shall obey and comply with all applicable Loyola policies and governmental laws, ordinances, rules and regulations.

5. **ALTERATION OR DAMAGE TO PREMISES:** Producer shall make no permanent alteration to any real or personal property on the Premises. Plans for any proposed temporary alterations shall be submitted in advance in writing to Loyola for approval. Producer shall, at its sole expense, promptly restore that portion of the Premises to its condition prior to the filming unless otherwise agreed to in writing by the parties. Producer shall not damage or destroy or permit the damage or destruction of any portion of the Premises and shall, at its sole cost and expense, repair or replace any such damaged property to at least its previous condition to Loyola's satisfaction. Producer shall remove all of its trash, waste and debris from the Premises daily.
6. **PRODUCER'S PROPERTY:** Loyola shall not be responsible or liable for any loss or damage to any equipment or property brought onto the Premises by Producer or its performers, agents, licensees, employees, contractors, suppliers and other persons associated with the Production. Producer expressly assumes responsibility for any and all such equipment or property. Any such equipment or property left on the Premises after the last date permitted in Paragraph 1 of this Agreement shall be removed by Loyola at Producer's expense. Producer may not bring onto the Premises equipment or property which Loyola, in its sole opinion, may deem hazardous or present a nuisance to the Premises or Loyola.
7. **PRODUCTION OBLIGATIONS AND RIGHTS:** Producer shall be solely responsible for the content of the Production and for obtaining all appropriate releases and/or authorizations from any and all individuals and entities who are filmed in connection with the Production. All rights in the film, videotapes and sound recordings made pursuant to this Agreement shall be and remain vested in Producer, its successor, assigns and licensees. Loyola shall have no right in the Production or any element of the Production.
8. **REPRESENTATIONS ABOUT LOYOLA:** Producer shall refrain from representing that Loyola has approved, authorized or otherwise endorsed the Production unless agreed to in writing by the parties. Producer shall refrain from presenting Loyola or its trustees, officers, employees, agents and assigns in a negative, false, defamatory or scandalous light or in such a way as to be subject to ridicule.
9. **TRADE AND SERVICE MARKS:** Loyola grants to Producer the non-exclusive right to photograph, record and make use of the following trade and service marks in the Production and in the background of any on-screen and print advertising for the Production: **[insert applicable trade and service marks]**. The rights set forth in this Paragraph do not include the right to manufacture, have manufactured, sell or otherwise distribute any products or merchandise in any media, method or format including, but not limited to, clothing items, sporting goods, toys, books, dolls, games and CD-ROMs. Such rights may be granted by Loyola, in its sole discretion, under a separate royalty-bearing license agreement. For purposes of this Agreement, posters furnished to exhibitors for display or promotion (and not for resale), advertisements, jackets of video or audio devices, printed programs and any trailer or promotional film for the Production shall not be deemed to constitute "merchandise" or "product."
10. **CREDITS:** At Loyola's written request, Producer shall include the following in the end credits of the Production: (a) a statement that the Production was filmed on location at Loyola University of Chicago, Chicago, Illinois; (b) a courtesy credit thanking Loyola for its cooperation; (c) a statement that all Loyola trade and service marks are owned by Loyola University of Chicago and all rights are reserved; and/or (d) a statement that the story and all characters and events portrayed

in the Production are fictional and that any resemblance to a real person, incident or place is unintentional. The form and language of such credits shall be subject to Loyola's prior written approval.

11. **INSURANCE:** Producer acknowledges, represents, warrants and agrees that it shall maintain for the period of this Agreement all bonds required by law and the following insurance written on an occurrence form basis: (1) workers' compensation with statutory limits; (2) employer's liability insurance with limits of at least \$1 million each accident, \$1 million disease each employee and \$1 million disease policy limit; (3) commercial general liability insurance with limits of \$1 million per occurrence and \$2 million general aggregate for bodily injury and property damage; (4) automobile liability insurance with a combined single limit of at least \$2 million per occurrence for bodily injury and property damage; (5) producer's liability insurance with a minimum limit of \$3 million per occurrence; (6) blanket fidelity bond coverage, also known as crime coverage, with separate \$1 million employee dishonesty, fraud and computer fraud limits and (7) umbrella/excess liability insurance on a following form basis with minimum limits of \$5 million per occurrence. Producer shall ensure that, during the term of this Agreement, all insurance will be placed with licensed insurers having a current minimum Best's rating of A-/VII and reasonably acceptable to Loyola. Producer shall submit to Loyola certificates of insurance evidencing such coverages at the time Producer returns a signed copy of this Agreement to Loyola. The certificates of insurance furnished by Producer shall be primary and non-contributory and shall name Loyola University of Chicago as an additional insured, except for workers compensation and fidelity, and shall contain a clause stating that such insurance will not be cancelled, modified or terminated without the insurer providing Loyola with thirty (30) days prior written notice. Producer will submit to Loyola all bonds required by law. [Note: Risk Management needs to review this to confirm it is current and consistent with applicable contract.]
12. **INDEMNIFICATION:** Producer warrants, represents, and agrees that it shall indemnify and hold harmless Loyola and its trustees, officers, employees, agents and assigns from and against any and all claims, suits, damages, liabilities, losses and expenses (including attorneys' fees) arising out of or related to: (i) this Agreement; (ii) any act or omission of Producer or its performers, agents, licensees, employees, contractors, suppliers and other persons associated persons with the Production; (iii) the content of the Production, including, but not limited to, claims as to invasion of privacy and unauthorized use of likeness; or (iv) the filming, distribution or exhibition of the Production.
13. **FORCE MAJEURE:** If Loyola is prevented from making the Premises available to Producer for the filming of the Production due to any event of force majeure (including, but not limited to, fire, inclement weather and mechanical difficulties), Producer or Loyola shall have the right, but not the obligation, to terminate this Agreement. Notice of such termination shall be delivered to the other party in writing.
14. **DISCRIMINATION:** Neither party to this Agreement shall, in connection with any aspect of its performance, discriminate against any person by reason of race, color, national or ethnic origin, sex, religion, age, nondisqualifying disability or other characteristic protected by applicable law.
15. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement between the parties and supersedes all prior oral or written negotiations, offers, proposals and all other communications between the parties related to the subject matter of this Agreement. This

Agreement can be modified or amended only by a written amendment signed by both parties.

16. **SEVERABILITY:** In the event that any provision of this Agreement is determined to be invalid or unenforceable under any applicable statute or rule of law, such provision shall be severed and deemed null and void. The remaining provisions of this Agreement shall remain in full force and effect.
17. **CONFLICT OF LAW:** The provisions of this Agreement shall be construed in accordance with the laws of the State of Illinois. The parties submit to the jurisdiction of any court (state or federal) sitting in the County of Cook, State of Illinois for the purpose of any lawsuit concerning the construction or enforcement of this Agreement and further agree that they will not seek to have the lawsuit removed or transferred to any other forum.
18. **ASSIGNMENT:** This Agreement may not be assigned by either party without the prior written consent of the other party. Any assignment made without such consent shall be void.
19. **ACKNOWLEDGMENT:** The parties acknowledge that an appropriate officer for each party has read this Agreement, that the party's officer fully understands and appreciates the meaning of this Agreement and that the officer has the authority to enter into this Agreement. The parties further acknowledge that the Agreement fully reflects the entirety of the agreement between the parties, that no representation, inducement or warranty has been made to either by or on behalf of the other party except as set forth in this Agreement and that the parties knowingly and voluntarily enter into this Agreement and agree to comply with its terms and conditions.

Agreed and Accepted:

LOYOLA UNIVERSITY OF CHICAGO

[INSERT PRODUCTION COMPANY'S NAME]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Loyola University of Chicago
820 N. Michigan Avenue
Chicago, Illinois 60611

[Insert Production Company's name and address]