

## FACILITIES LOCATION AGREEMENT

This Facilities Location Agreement ("Agreement") is entered this \_\_\_\_ day of \_\_\_\_\_, 201\_, by and between Long Island University ("Owner"), a not for profit educational corporation organized and existing under the laws of New York with its principal place of business located at 700 Northern Boulevard, Brookville, New York 11548-1327, for and on behalf of its \_\_\_\_\_ campus, and \_\_\_\_\_ ("Producer"), a corporation organized and existing under the laws of \_\_\_\_\_, with its principal place of business located at \_\_\_\_\_.

**Project:**

**Property:**

**Term:**

Owner and Producer agree that for the basic rental fee of \$ \_\_\_\_\_ per hour, plus payment for those services provided by Owner to support this event as set forth in Schedule A annexed hereto:

1. On \_\_\_\_\_ and \_\_\_\_\_ (Tape Dates), Producer shall be allowed to occupy the Property for the purposes stated below.
2. Owner irrevocably grants to Producer and its employees, contractors, agents, licensees and assigns the rights:
  - (a) to enter, remain on and occupy the Property during the Tape Dates with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project and undertaking related activities,
  - (b) to make audio and video recordings (including, without limitation, photographs) on and of the Property (including, without limitation, any trademarks, trade names and logos owned or controlled by Owner), and
  - (c) to edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Producer may desire solely in connection with the Project.
3. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Producer.
  - (a) The rights herein granted include without limitation the right to record all structures and signs located on the Property, the right to record any and all activities, conduct, and conditions occurring or existing on the Property, and the obligation to refer to the Property by its correct name: LIU \_\_\_\_\_ or Long Island University.
  - (b) Producer shall not be obligated to produce the Project, to make any actual use of recordings made on or of the Property or to use any name associated with the Property in connection with the Project or any other program.
  - (c) Producer grants Owner a non-exclusive, non-transferable, non-sublicensable license to use portions of the Project provided to Owner by Producer for institutional purposes only (i.e., in print or online publications, student/alumni/donor outreach publications and LIU newsletters); provided, however, that (i) Producer shall have the right to review and approve in

writing any such use of the Project media; (ii) LIU represents and warrants that any such use of the Project media shall not suggest or imply any direct or indirect endorsement of LIU by any Project participant, and (iii) such use shall include such credits and identifications as reasonably requested by Producer.

(d) Notwithstanding Subparagraph (c) above, University shall retain the right at all times to film, photograph or otherwise record aspects of Project activities for institutional promotional purposes only. Such use shall include credits and identifications as reasonably requested by Producer.

4. Producer shall utilize best efforts care to prevent damage to the Property made available to it during the Term. Unless caused by the negligence or willful misconduct of Owner's employees, Producer agrees to defend, indemnify and hold harmless Long Island University, its trustees, officers, employees and representatives (collectively, the "Indemnified Parties"), against any and all losses, claims, damages, judgments or liabilities (including reasonable attorneys' fees) of any nature whatsoever resulting from or arising out of the negligent acts, omissions or willful misconduct of Producer, its employees, agents or others acting under its direction or control with respect to Producer's use of Owner's facilities including, but not limited to, any damage to equipment or property; any injuries or death sustained by any persons lawfully on the Property or in or about any location within Owner's Property utilized by Producer; any infringement of copyright, civil or other proprietary right in consequence of Producer's use of the Property; any injuries or damages resulting from defects or malfunction of Producer-provided equipment or materials, or any injury or damage sustained by any person as a result of any act, words or images included as part of the Project media effort. The foregoing indemnity shall include injury to any of Producer's employees, agents or invitees and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable workers compensation, disability benefits or other employee benefits acts. It is further understood and agreed that Producer will require any subcontractors or others acting under its direction or control to: (a) execute an insurance and indemnification waiver in favor of the Indemnified Parties agreeing to the same terms and conditions as is contained herein, (b) maintain the same insurance coverage as set forth below, and (c) provide certificates of insurance evidencing the required coverage and naming Long Island University as "Additional Insured". Producer is responsible for any thefts of Owner's property by Producer, its employees, or anyone acting under the direction or control of any of them.

Producer will secure, purchase and maintain, at its own expense, the following insurance policies in full force and effect during all periods of use/services covered by the agreement:

(a) Statutory workers' compensation, disability benefits, and employer's liability coverage affording the statutory limits/coverage under relevant State laws.

(b) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence, bodily injury and property damage combined; \$1,000,000 per occurrence for personal and advertising injury; \$2,000,000 products/completed operations aggregate; and \$2,000,000 per location aggregate. The policy shall be endorsed to include coverage for sexual assault, abuse and molestation, shall be written on an "occurrence" basis and the deductible shall not exceed \$2000 per occurrence.

(c) Comprehensive Vehicle Liability Insurance containing a \$1,000,000 combined single limit for bodily injury and property damage covering all owned, non-owned and hired vehicles.

(d) Property Insurance covering all equipment and material (owned, borrowed or leased by Licensee or its employees) utilized in and/or related to Producer's operations on Owner's

premises, to the full replacement value thereof, throughout the term of this Agreement. This insurance shall insure against damage or loss by fire and all other perils covered by a standard "All Risk" insurance policy. The property policy shall allow for a waiver of subrogation in favor of Owner and Producer hereby agrees to waive its right of subrogation. Failure of Producer to secure and maintain adequate coverage shall not obligate Owner, its agents or employees, for any losses.

(e) Umbrella Liability Insurance of not less than a \$5,000,000 per location limit, and applying in excess over all limits and coverages noted above.

**All insurance policies above shall be endorsed to name Long Island University as an "Additional Insured" for all activities associated with this Agreement. The definition of Additional Insureds shall include all Long Island University trustees, officers, employees, agents and representatives. Further, coverage for the Additional Insureds shall be apply on a primary basis irrespective of any other insurance, whether collectable or not.**

Producer shall supply Owner's Project Manager with certificates of insurance evidencing compliance with all insurance provisions noted above, at least ten (10) days before any Project work may commence. This Agreement shall not become effective until a copy of this Agreement and certificate of insurance properly listing Long Island University as 'Additional Insured' is executed by Producer and delivered to Owner.

5. Owner represents and warrants, as a condition to payment of the compensation referenced above, that it is the owner and/or authorized representative of the Property, has the full right and authority to enter this Agreement and grant Producer the permission and rights herein granted, and that no one else's permission or consent is necessary to enable Producer to exercise or enjoy the rights herein granted.

6. This Agreement may be revoked by Owner at any time and without prior notice whenever, in the sole judgment of Owner, it appears that use of the facilities by Producer shall endanger the facilities herein provided, Owner's compliance with relevant safety or health rules or regulations, or the safety, security or well-being of any member of the University community. In such event, neither party shall have any further liability to the other, and shall have the obligation to pay only such amount with respect to costs incurred for goods, services or other fees.

7. All schedules annexed hereto shall be considered an integral part of this Agreement. This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in a writing signed by the parties. If any provision of this Agreement is adjudged to be void or unenforceable, that shall not affect the validity of this Agreement or of any other provision hereof.

AGREED TO AND ACCEPTED:

PRODUCER -

LONG ISLAND UNIVERSITY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Name:  
Title:

Name:  
VP for Finance and Treasurer

