

Location Release Agreement

This Location Release Agreement is entered into this

____ day of _____, 20____, by and between Montana State University, (“University”) and

 (“Owner”) (Collectively the “Parties”). Owner and University agree as follows:

1. Owner hereby grants to University permission to enter upon, use, photograph, tape and record (either accurately or with such liberties as University may deem appropriate) the Property, including the interiors and exteriors of all buildings, improvements, structures and contents of the same and surrounding grounds (including signs, displays, names, photographs, artwork, logos, trademarks, and the like contained therein or thereon) for the period:

beginning: (time) ____ : ____ AM/PM (month/day) _____, 20____,

and ending: ____ : ____ AM/PM (month/day) _____, 20____, (the “Term”)

for the purpose of photographing and recording certain scenes for possible inclusion in connection with a program tentatively titled:

_____ (the “Program”).

The Property is located at and consists of

(address, name of building, including any room number) (the “Property”).

University personnel may, prior to the Term, enter, photograph or otherwise inspect the Property to plan and set up for production without charge at reasonable times and with reasonable notice to Owner. The Term shall be subject to modification due to weather conditions or changes in production schedules as may be approved by an authorized representative of Owner. All files, records, and electronic or physical embodiments of filming, recording, and photography on the Property shall hereinafter be known as the “Materials.”

2. The Parties agree that University will pay Owner a total of _____ for access to and use of the Property pursuant to this Agreement.
3. Owner grants to University all rights of every kind in and to the Materials, including without limitation the unlimited right to exhibit and exploit the Materials throughout the world in perpetuity in any and all media now known or hereafter invented and for advertising and promotional purposes in connection therewith. All rights, including copyright in the Materials, shall be and remain vested in University. Owner waives any right to inspect or to approve the Materials and further waives any claim that Owner may have with respect to the eventual use to which they may be applied. Materials may be used at University’s sole discretion, with or without Owner’s name, alone or in conjunction with any other material of any kind or nature.
4. This Agreement may be cancelled at any time prior to the Term by Owner with written notice to University. University agrees to terminate any work hereunder upon receipt of notice of such termination or as instructed in such notice.
5. University shall have the right as may be approved by an authorized representative of Owner to bring and utilize personnel, materials, and equipment (including props and temporary sets) and to rearrange furnishings temporarily. University may place all necessary facilities and equipment on the Property as may be approved by an authorized representative of Owner and agrees to remove same after completion of work and leave the property in as good a condition as when received, normal wear and tear excepted. University agrees to adhere to the policies and procedures as established by Owner or other authorized representative of the Owner. University shall ensure its entry and use shall not restrict reasonable use and access to the Property during the Property’s normal business hours.
6. University is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. University may, in its sole discretion, at any time elect not to use the Property.

7. University agrees to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees to the full extent required by law. The Parties understand and agree that the State of Montana, Montana State University, and its officials and employees are self-insured under the provisions of Title 2, Ch. 9, Montana Codes Annotated. University will maintain such liability, property, automobile and worker's compensation insurance required for state agencies as provided under Title 2, Ch. 9, Montana Codes Annotated. The statutory limits of liability are \$750,000 for each claim and \$1.5 million for each occurrence. Any provisions of this agreement, whether or not incorporated herein by reference, will be controlled, limited and otherwise modified to limit any liability of the State of Montana and University to that set forth in the above cited laws.
8. The provisions of this agreement shall be construed according to, and the rights and liabilities of the parties shall be governed by, the laws of the State of Montana.
9. This Agreement contains the entire understanding and agreement between the parties respecting the subject matter hereof and supersedes all prior understandings and agreements. This Agreement may not be modified except by a writing signed by each party's duly authorized representative.

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Owner Name

Montana State University

Signature: _____

Signature: _____

By: _____

By: _____

Title: _____

Signature: _____

Date: _____

Date: _____