



Filming Release Agreement

1. The Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University (“Owner” or “KSU”) hereby irrevocably grants to _____ (“Producer”), and their agents, employees, contractors and suppliers, the right to enter and remain upon and use Owner’s real property located at Kennesaw State University Campus, 1000 Chastain Rd, Kennesaw Georgia, 30144. (the “ Property”), including without limitation, all interior and exterior areas, buildings and other structures of the Property, and any other identifying features associated therewith or which appear in, on or about the Property, for the purpose of recording (including without limitation by means of motion picture, still, digital or videotape photography) said premises, sets and structures and/ or recording sound in connection with the production, exhibition, advertising and exploitation of _____

In consideration for the rights granted herein, subject to the execution of this Agreement, Producer shall provide Owner with payment in the amount of \$_____, and other good and valuable consideration, receipt of which is hereby acknowledged.

2. Producer may take possession of said Property commencing on or about _____, subject to change due to weather conditions or changes in production schedule.

3. Producer may place all necessary facilities and equipment on the Property, and agrees to remove same after completion of work and leave the Property in as good condition as when received.

4. Owner reserves the right to negotiate with Producer and Producer’s successors regarding the assignment of rights to duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the Picture, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.

4. Producer agrees to use reasonable care to prevent damage to the Property, and will indemnify and hold Owner harmless from and against any claims or demands arising out of or based upon personal injuries, death or property damage, resulting directly from any act or negligence on Producer’s part in connection with the work, film production or use of the Property hereunder. Producer also agrees to repair or replace as necessary any and all damage to the Property damaged as a result of the use by or activities of Producer to the satisfaction of Owner.

6. Force Majeure: If because of illness of actors, directors or other essential participants and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer’s control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Property by Producer, then Producer shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 2.

7. At any time within one month from the date Producer completes their use of the Property hereunder, Producer may upon not less than five (5) days prior written notice to Owner rent and use the Property for such periods as may be reasonably necessary to photograph retakes, added scenes, etc. desired by Producer upon the same terms and conditions as contained in this Agreement.

8. Owner warrants that neither it nor any of Owner's agents has given or agreed to give anything of value, except the use of the Property, to Producer or anyone associated with Producer's production use of said Property as a filming location.

9. Owner represents and warrants that he/she is the owner and/or authorized agent of the Owner, and is authorized to grant Producer the permission and rights granted in this Agreement, and that no other permission is required.

10. The on-site contact person during Producer's use of the Property shall be:

For Owner: Name: _____ Phone: _____

For Producer: Name: _____ Phone: _____

11. Producer agrees to coordinate all of its activity with Tammy DeMel, Assistant Director, KSU University Relations and secure agreement through Ms. DeMel from the responsible individuals for each location as follows:

- a) Exterior spaces will not require any specific approval other than this agreement and notification to Ms. DeMel of the days and times that Producer will be on campus.
- b) Interior spaces will require coordination and permission from The Dean or Director in all circumstances. This permission must be coordinated with Ms. DeMel, and it includes all buildings, residence halls, dining areas, classrooms, laboratories, administration buildings, athletic venues, and other facilities. Classrooms generally are not open to the public or to the media while class is in session. Access to the class in session will require individual professor agreement to allow access.
- c) Any individual student, faculty, or staff filmed or photographed by Producer whose image is recognizable must sign a release and waiver naming Producer and the Board of Regents of the University System of Georgia by and on behalf of Kennesaw State University. Producer must provide a copy of said release in all instances to KSU's Office of Legal Affairs.
- d) A representative from KSU's University Relations may accompany Producer at all times while on Owner's property.
- e) Producer agrees to allow University Relations in conjunction with Ms. Tammy DeMel to review all products produced by this effort that include the university's name, seals, trademarks, or indicia for approval. Such approval will not be unreasonably withheld, and is performed to assure compliance with university policies.
- f) Producer agrees to provide a copy of the final product to Owner for any educational usage.

12. Owner warrants, represents and agrees that Owner has the sole right and authority to grant to Producer all of the rights set forth herein and to enter into and sign this agreement.

13. Producer has described to Owners the project and commit to advise Owner of any unusual or unlikely manner in which the premises and/or the name of the university will or may be used by Producer.

14. Prior to the commencement of civil action by either party with respect to any disputes arising out of this Agreement, such party must submit the matter for mediation by providing the other party with a written demand for mediation setting forth the subject of the dispute. The parties will cooperate with each other in selecting a

mediator and in scheduling the mediation proceedings. Venue for mediation shall be Cobb County, Georgia. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its cost.

15. This Agreement shall be governed by the laws of the State of Georgia. The parties agree to the exclusive jurisdiction of the courts of Cobb County, Georgia, or the United States District Court for the Northern District of Georgia in Atlanta, Georgia in all questions and controversies arising out of this Agreement.

By Signing below, the signatories certify that they agree to the terms of this agreement, and that they are authorized to sign on behalf of the parties:

Kennesaw State University (“Owner”):

Signature: _____

Date: _____

Name: _____

Title: _____

(“Producer”):

Signature: _____

Date: _____

Name: _____

Address: _____

Signature: _____

Date: _____

Name: _____

Address: _____