



Guidelines for Use of Facilities for Film, Video, and Photography

Kennesaw State University attempts to cooperate with those who wish to photograph on the campus provided such photography does not interfere with the educational, scholarly or administrative functions of the institution. Permission to photograph and arrangements pertinent thereto must be made through the Office of University Relations, often in conjunction with the Office of University Events, the Office of External Affairs, and the Office of Legal Affairs. Permission to film on campus will be granted only if, in the sole determination of Kennesaw State University, it is in the University's best interest to permit such filming. The University reserves the right to deny permission to film on campus.

Still or motion picture photography destined for promotional use is subject to limitation. "Promotional use" is defined as any use that could imply endorsement of a product or service. The following restrictions apply to film and photography destined for promotional use:

1. The intended use of the photography must be stated explicitly in writing on the "Application to Use Facilities for Video, Film, or Still Photography" and submitted to the Director of University Relations or her designated representative. The statement of intended use must include the product or service being promoted, the intended market, the medium, any accompanying text or other images, and how an image of the University would be used. In cases of motion pictures, a brief synopsis -- including the names of the actors and the full script or appropriate script excerpts -- must be submitted.
2. Neither campus buildings nor persons present on campus may be photographed in such a way as to render them identifiable without written consent or release. Any written releases shall include Kennesaw State University and the Board of Regents of the University System of Georgia as released from any potential liability.
3. The Kennesaw State University logo, as well as photographs that include the logo, are reserved for the exclusive use of the University and may not be used without prior written authorization from the Office of University Relations.
4. The Director of University Relations or her designated representative reserves the right to restrict or deny the use of campus locations if, in her judgment, such use might be harmful to the reputation of Kennesaw State University or to its educational purposes.
5. All necessary facilities and equipment related to the photography may be placed on Kennesaw State University's property, but the party responsible for the photography must agree to remove same after completion of work. The party responsible for the photography may not drill, nail, glue or alter any University property in any way without

written authorization from the Kennesaw State University Office of University Events. If this authorization is granted, you understand that you must return property to its original state. Any property damaged as a result of the use by or activities related to the photography must be repaired or replaced by the party responsible for the photography to the satisfaction of Kennesaw State University.

6. The party responsible for the photography will indemnify and hold Kennesaw State University 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 its part in connection with the work, film production or use of University property. Depending on the nature of the photography and the location, proof of general liability may be required.
7. The party responsible for the photography must be accompanied by a University Relations representative at all times while on campus. In addition, the party responsible for the photography agrees to pay all incurred expenses related to the reimbursement of the University Relations representative's time spent accompanying the production.
8. A fee is charged for the use of the location for each day or portion of a day. *These fees may be waived, in part or in whole, if the photography is for educational or other bona fide public information purposes or in the event that Kennesaw State University negotiates any rights in the photography or film project.* In addition, the party responsible for the photography agrees to pay all incurred expenses such as those for electricians, food services, custodial services, etc. Specific contractual arrangements must be negotiated in advance through the Kennesaw State University Office of Legal Affairs.
9. The Special Assistant to the President for External Affairs reserves the right 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.
10. Personnel in any way connected with the production can be ejected from the campus for displaying behavior that is deemed to be disruptive to the operation of the university, or for being offensive in language or behavior to students, faculty, staff, administrators or University guests.

Once the first condition has been met and the others stipulated, conditional permission to photograph the campus will be granted or denied. If conditional permission is granted, the applicant must submit, at least two weeks in advance of filming, the exact date or dates of filming, as well as any anticipated requirements for personnel, equipment, or other assistance from Kennesaw State University. The University also requires information on the number and kind of vehicles and the number of personnel expected to require access to the campus, so that appropriate arrangements can be made. If the plans change in any significant detail from the

original application, permission may be withdrawn. Changes in the date or time of the photography may provide sufficient grounds to withdraw permission, as these may cause conflicts with other University events or uses of desired locations.

In order for any filming, photography, or video recording to occur on the Kennesaw State University campus, the Office of University Relations must have all of the following information or documentation on hand from the requesting party:

- 1) a completed "Application to Use Facilities for Video, Film, or Still Photography"
- 2) a signed "Guidelines for Use of Facilities for Film, Video, and Photography" with accompanying documents;
- 3) A signed contract provided by the Kennesaw State University Office of Legal Affairs
- 4) a blank check payable to Kennesaw State University for all location fees and other estimated charges;
- 5) a certificate of insurance, naming Kennesaw State University as additional insured (applicable for certain locations);

I certify that I have read and understand the above statement of policy, and agree to its terms and stipulations.

Signed,

Print Name: _____

Date: _____

Contact:

Name of Organization: _____

Phone: _____

Email: _____

Address: _____

Fax a copy of this, plus attachments to: University Relations c/o Tammy Dumel (770) 423-6737