FILM Location Agreement

|  |
| --- |
|  |

**BETWEEN**

(1) University College Cork – National University of Ireland, Cork a body established under Charter having its seat at Western Road, Cork (“**Owner**”); and

(2) XX of XX (the “**Film Producer”**),

each a “**party**” and together the “**parties**”.

This document constitutes an agreement between XX (the “**Film Producer**”) and UCC (the “**Owner**”) and sets forth the terms and conditions (the “**Permission**”) upon which the Film Producer shall be permitted to use the public areas at XX on the Owner’s campus (the “**Property**”) for the purposes of photographing and recording (either accurately or with such liberties as the Film Producer may deem necessary) scenes for the film relating to XX to be produced by the Film Producer (the “**Film**”).

In consideration of the above, the Film Producer agrees to pay the Owner the sum of €10 (“**Location Fee**”) to be paid to UCC on or before the first day of film shooting on the Property.

1. Subject to the terms and conditions set out in this agreement, the Permission shall include the right to access and to bring personnel (including employees and authorised agents) and equipment (including props and temporary sets) onto the Property (and to remove the same after the completion of all work) and to have the use of the Property for the purpose of rehearsing, filming, photographing and recording the Film and the right to refer to the Property or any part thereof by any fictitious name and the right to attribute any fictitious events as occurring / having occurred on the Property. For the avoidance of doubt, the Film Producer is required to obtain the Owner’s prior written consent if the Film Producer wishes to identify the Property as UCC.
2. The Permission is granted from XX to XX on XX.
3. The terms and conditions of this agreement shall remain in full force and effect during any further period the Owner may agree to permit for the completion of filming / photography and any additional filming or photography of the Film.
4. As a condition precedent to the granting of the Permission, before filming commences on the Property, the Film Producer shall: (a) provide all information required by the Owner, such information to include, but not limited to: (i) the nature and content of the proposed Film; (ii) details of any hot works proposed; (iii) electrical supply needs; (iv) equipment to be used and details of its power supply; (v) any proposed use of smoke machines / hazers; (vi) vehicle numbers and types proposed to enter UCC campus; (vii) personnel numbers on the Property; and (vii) details of scene dressing and materials to be used in the filming, and (b) execute a non-disclosure agreement if required by the Owner.
5. The Film Producer shall comply with UCC traffic management and the Film Producer acknowledges that clamping is used as a parking enforcement tool on UCC campus and that no special parking arrangements are granted to the Film Producer by way of this Permission.
6. The Film Producer acknowledges that it shall be responsible for: (a) ensuring adequate announcements and filming notices are provided in any areas where filming is been undertaken at the Property; and (b) obtaining any and all consents necessary from any persons participating in the Film and/or for filming of any third party material (including, without limitation, logos) at the Property to ensure it has all the necessary rights to use the recording without infringing any moral right(s), trademark(s) or other intellectual property right(s) and/or any privacy, data protection or other right(s) of any third party (which, for the avoidance of doubt, shall include any UCC students and/or staff members who to volunteer to participate in the Film).
7. The Film Producer shall not make any structural or decorative alterations to the Property and shall not remove any equipment, structures, furniture etc. without the prior written consent of the Owner. Any part of the Property which has been altered or removed shall be properly reinstated after filming and before the Film Producer leaves the Property, to the condition it was in beforehand.
8. The Film Producer agrees to make good forthwith or, at the Owner’s option, to pay the cost of making good any damage or loss to the Property (reasonable wear and tear excepted) arising directly or indirectly out of the Film Producer’s use of the Property.
9. The Film Producer hereby agrees to indemnify and keep indemnified the Owner against all actions, proceedings, costs, claims and demands which may be brought or made against the Owner in respect of personal injury, damage to property or any other claim arising directly or indirectly out of the Film Producer’s filming activities including, without any limitation, any acts or omissions by the Film Producer (its agents, employees or invitees) at the Property.
10. Save for any Owner obligations which cannot be excluded under law, the Owner shall have no liability whatsoever or howsoever arising in connection with the Film Producer’s activities on the Property.
11. The Film Producer shall on request provide (i) evidence of sufficient insurance policies to cover its liabilities under this agreement, including public liability insurance to a value of at least €6.5 million and employers’ liability insurance to a value of at least €13 million; and (ii) a copy of the Film Producer’s safety statement and any method statements or risk assessments relating to filming on the Property.
12. The Owner hereby acknowledges that the Owner, has no interest in the Film Producer’s photography or sound recordings on or of the Property. The Owner further acknowledges that the Film Producer and its licensees, assigns and successors shall be the owner of all rights of whatever nature, including all copyrights and any other intellectual property rights including rental and lending rights, in and to all films, photographs and sound recordings made on or of the Property pursuance to the Permission for the entire period of copyright, including all extensions renewals and revivals thereof and throughout the world. Accordingly, to the extent that the aforementioned rights do not automatically vest in the Film Producer, the Owner hereby assigns these rights to the Film Producer.
13. It is acknowledged and agreed that UCC may terminate this Agreement immediately by giving notice to the Film Producer:
14. if the Film Producer fails to comply with any of its obligations and either that failure is not susceptible to remedy or, if it is susceptible to remedy, it is not remedied within 7 days of notice having been given by the University requiring that failure to be remedied;
15. if the Film Producer becomes insolvent, or has a receiver appointed over its assets, or if any winding-up (including, without limitation, liquidation) proceedings are commenced.
16. Nothing in this agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties, nor constitute either party the agent of the other party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
17. Any failure on the part of either Party to exercise or enforce any right conferred upon it under this Agreement shall not be deemed to be a waiver of any such right or operate to bar the enforcement of such right at any time or times thereafter.
18. The Film Producer may not assign its rights or obligations under this in whole or in part without the prior written consent of UCC.
19. This agreement (and any materials incorporated by reference) sets out the entire agreement between the parties at the date hereof relating to the use of the Location and supersedes any prior agreements or arrangements (whether oral or in writing) between the parties relating thereto. This agreement can only be modified by a written instrument signed by both parties’ authorised representatives.
20. This agreement is governed by Irish Law and shall be construed and interpreted in accordance with Irish Law.

For & on behalf of the Film Producer: For & on behalf of the Owner:

Signed:

[insert name and title] Corporate Secretary

Date: Date: