

**THE UNIVERSITY CORPORATION  
FILMING LICENSE AGREEMENT  
CONTRACT NUMBER:**

**THIS FILMING LICENSE AGREEMENT**, made and entered by and between The University Corporation, herein referred to as "TUC", a separate non-profit, auxiliary corporation operating for the benefit of California State University, Northridge, herein referred to as "University", and

**ORGANIZATION**

NAME

**STREET ADDRESS**

STREET ADDRESS

<u>CITY</u>	<u>CA</u>	<u>90025</u>	<u>XXX-XXX-XXXX</u>
CITY	STATE	ZIP CODE	TELEPHONE

Herein referred to as **Licensee**.

**WHEREAS**, University, a state agency, is located at 18111 Nordhoff Street, Northridge, California 91330-8310; and

**WHEREAS**, University contracts with TUC to manage the licensing of facilities on University Premises; and

**WHEREAS**, Licensee desires to utilize portions of the University's real property for a specific purpose as identified in this agreement.

**TUC OFFICIALS:** For purposes of this license, TUC Officials are: Executive Director of TUC, Associate Director of TUC, or TUC Manager of Facilities & Trademark Licensing. TUC OFFICIALS have final authority over use of facilities and interpretation of the terms of this License Agreement. The Licensee or its officers, employees or agents will not act for, nor be considered as an officer, employee or agent of TUC or the University for any purpose whatsoever.

**NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE FOLLOWING PROMISES, COVENANTS AND CONDITIONS, THE PARTIES HERETO AGREE AS FOLLOWS:**

I. **FACILITIES USE:** TUC agrees to grant the Licensee permission to enter and use the facilities as described in the Exhibits (collectively, the "Facilities,") for use in connection with the motion picture production currently entitled "**TITLE OF MOVIE**" (the "**PRODUCTION COMPANY**") on the specified dates, for the exclusive purpose identified in this Agreement and in accordance with the exhibits checked here. The exhibits are incorporated by reference and made a part of this agreement.

- Exhibit AN (Facilities & Licensing Fee), consisting of two pages.
- Exhibit C (Construction), consisting of one page.
- Exhibit F (Filming), consisting of one page.
- Exhibit F.S. (Food Service), consisting of two pages.
- Exhibit P (Parking), consisting of one page.
- Exhibit S (Security), consisting of two pages.

II. **COLLECTION OF MONEY AT EVENT:**

A. **COLLECTION** of any Fees/Exchange of Money at any Event: Licensee will not collect or exchange money at event without prior written approval from **TUC**.

III. **NOTICES:** Any notices, disclosures, certificates, insurance policies, **requests for amendments or other correspondence**, shall be served by personal service, registered or certified mail, to the address noted below:

For TUC:  
Genelyn Arante  
The University Corporation  
18111 Nordhoff Street  
Northridge, CA 91330-8310

For the Licensee:  
Name  
Address  
Address  
Address

IV. **INSURANCE and INDEMNIFICATION:**

A. **INDEMNIFICATION:**

1. The Licensee will defend, hold harmless and indemnify TUC, the University, Trustees of the California State University, the State of California and their officers, agents, employees, members, guests or assigns (the "TUC indemnities") against any suit, action or claim to the extent that such results from negligence or willful misconduct of Licensee in its use of the Facilities as provided hereunder, excluding anything in connection with the negligence or willful misconduct of any of the TUC indemnities.

2. Except as in connection with the negligence or willful misconduct of the TUC indemnities or an undiscoverable hazardous condition on or about the Facilities, Licensee hereby agrees to hold harmless and indemnify TUC, the University, Trustees of the California State University, the State of California, and their officers, agents and employees from any loss, damage or liability including all claims of any nature caused by the negligence and/or willful misconduct of Licensee and its officers, agents, employees, members, guests or assigns in connection with the exercise of this License Agreement or use of the areas specified.

3. Licensee assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property specific to the Licensee's use of Facilities and no claim shall be made to TUC because of losses for any reason whatsoever except if caused by the willful or negligent acts of TUC indemnities. Likewise, the express intent of this Agreement is to fully and totally indemnify and hold harmless TUC, the University, Trustees of the California State University, the State of California, together with its officers, agents, employees, members, guests, volunteers or assigns from any and all liability associated with the event authorized in this Agreement.

4. TUC, the University, Trustees of the California State University, and the State of California agree to indemnify and hold harmless Licensee, its parent, affiliates, distributors, licensees, successors, assignees, and the officers, directors, members, employees and agents of all of the foregoing, from and against any and all claims relating to the breach of its representations and warranties set forth herein.

5. TUC, the University, Trustees of the California State University, and the State of California releases and discharges Licensee, its parent, affiliates, distributors, licensees, successors, assignees, and the officers, directors, members, employees and agents of all of the foregoing, from any and all claims, demands or causes of actions that TUC, the University, Trustees of the California State University, and the State of California may now have or may from now on have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein, except in the event of a breach of the obligations herein by Licensee.

B. **INSURANCE:**

1. Licensee shall furnish to TUC with the agreement, a certificate of insurance evidencing liability insurance presently in effect for the Licensee. Evidence is to be in the TUC office before 3:00 p.m. on **(MONTH DATE, YEAR)**. Such policy, certificate, or letter of self insurance must specifically name that the event/activity referred to in this agreement is covered under the policy.

**Minimum Limits of Insurance:** Licensee shall maintain limits not less than:

- **General Liability:** \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including Contractual Liability and Fire Legal Liability (\$100,000).
- **Commercial Auto Liability:** \$1,000,000 per occurrence, combined single limit, for Bodily Injury Liability and Property Damage Liability.
- **Workers' Compensation:** Statutory as required under California Law, including Employer's Liability, not less than \$1,000,000 per occurrence (bodily injury or disease). Agents, officers, other representatives, and employees of Licensee may operate on the University property as the result of this Agreement. Accordingly, prior to the commencement of such activity the Licensee shall provide TUC with either (a) a Certificate of Insurance issued by an insurance carrier licensed to write workers' compensation insurance in the State of California or (b) a Certificate of Consent to Self-Insure issued by the Director of the State of California Department of Industrial Relations.

Insurance shall be placed with insurers with a current A.M. Best rating of no less than A: VII and licensed to do business in the State of California:

Certificate Holder: The University Corporation  
Attn: University Licensing  
18111 Nordhoff Street  
Northridge, CA 91330-8310  
Fax: (818) 677-3017

2. The general liability and automobile liability policies are to have endorsements containing the following provisions. TUC, the University, Trustees of the California State, the State of California, its officers, employees and volunteers are to be included as additional insured's on the Licensee's insurance policy. The additional insured is to be provided on an endorsement page, or on a certificate of insurance.

3. For any claims related to this agreement the Licensee's insurance coverage shall be primary insurance as respects to TUC, the University, Trustees of the California State University, the State of California their officers, employees and volunteers. Any insurance or self-insurance maintained by TUC, the University, Trustees of the California State University, the State of California and their officers, employees, or volunteers shall be excess of the Licensee's insurance and shall not be contribute with it.

4. Each insurance policy required herein shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice (or ten [10] days in the event of non-payment of premium) by certified mail, return receipt requested, has been delivered to TUC.

5. All rights of subrogation under the insurance policies have been waived against TUC, the University, and Trustees of the California State University, the State of California, their officers, employees, or volunteers.

6. Intentionally Omitted.

C. **ADDITIONAL NOTICE REGARDING LIABILITY:** The Licensee is hereby notified that the University is currently experiencing a period of significant construction and various construction-related activities are underway; such activities are expected to continue through the period covered by this Agreement. Accordingly, construction-related activities may preclude the use of certain facilities both indoor and outdoor but will not obstruct your use hereunder. In addition construction-related activities may generate dust, noise, or restrict the use of campus roads and pedestrian walkways. Licensee does hereby relieve TUC and the University from any liability or other cause and for damages as may result or is viewed as a result of such construction or construction-related activities (except if caused by the negligence or willful misconduct of TUC or the University). Licensee shall inform all insurance carriers and all issuers of Certificates of Insurance of these conditions prior to the issuance of any instrument of insurance required by this Agreement.

D. **CANCELLATION:** If any insurance policy, bond or other form of indemnification required by this Agreement is cancelled and not re-instated, this Agreement is thereby cancelled without refund of any monies paid to TUC. Such cancellation will not limit, remove or reduce Licensees liability under this Agreement.

V. **SUBLETTING:** This agreement cannot be assigned in whole or in part, provided that all rights in and to the Footage (defined below) made by Licensee hereunder, as well as all representations, warranties and indemnities related thereto, made be freely assigned by Licensee to any third party. Notwithstanding the foregoing, Licensee may only assign the representations, warranties and indemnities hereunder after completion of Licensee's use of the Facilities hereunder.

## VI. **CAMPUS SUPPORT**

A. **USE OF UNIVERSITY NAME:** Licensee shall not include any signage at the Facilities in the Production that contains any California State University name, or any abbreviation thereof, to imply, indicate or otherwise suggest that any product, service, or organization is connected or affiliated with, or is endorsed, favored, or supported by, The California State University or any of its educational institutions. Additionally, Licensee shall not display, advertise, or announce any California State University name in connection with any economic or commercial advertising or promotional activity.

B. **LIAISON SUPPORT:** A University Liaison(s) may be required for special events (to be determined by University Licensing). The Liaison(s) is to assist (open doors, check room reservations, and other similar actions) the Licensee and to protect State property. The number of hours Liaison(s) work will be included in the agreement fees. If the event ends in less time, the Licensee will pay the Liaison(s) for the entire time specified in the agreement. If the event continues beyond the time agreed, the Liaison(s) will work the extra time, schedule permitting. Licensee will be charged for additional time worked.

C. **GIFTS, GRATUITIES, PAYMENTS TO UNIVERSITY EMPLOYEES OUTSIDE THIS AGREEMENT:** Licensee shall make no payments or gratuities of any kind to any employees, students, agents, or affiliates of the University, or its Auxiliaries. Failure to comply with this clause will be considered a breach of contract and subject to immediate termination of this Agreement.

## VII. **LICENSING:**

A. **TUC AGREEMENT:** Licensee is required to have a copy of this Filming License Agreement available for review at all times while on the University premises.

- B. **UNIVERSITY RULES AND REGULATIONS:** Licensee must adhere to all rules and regulations of the University in regard to use of facilities which are submitted to licensee in writing.
- C. **INTO THE RECORDINGS:** All rights of every kind in and to all photographs (still or moving) and sound recordings made hereunder in connection with use of the Facilities by Licensee (the "Footage") shall be and remain the sole and exclusive property of Licensee. Such rights shall include, without limitation, the perpetual and irrevocable right and license to use and re-use said Footage in connection with the Production in connection with advertising, publicizing, exhibiting, merchandising, distributing and exploiting such Productions in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Licensee shall not be obligated to make any actual use of any Footage in the Production or otherwise. Licensee is **NOT** permitted to film, record or take still photographs for commercial use on University premises except specified by this agreement. Licensee shall have the right to use a fictitious name for the property and portray fictitious events.
- D. **MEDICAL:** Licensee must provide a First Aid Kit while on University premises. Film companies and sports events must have a medical trainer or an EMT immediately available to handle medical emergencies.
- E. **EQUIPMENT DELIVERED TO THE UNIVERSITY:** Prior to the event, a complete list of equipment (i.e. tables, chairs, stages, booths, lighting) must be submitted to TUC for approval (such approval not to be unreasonably withheld, delayed, or conditioned). TUC and the University assume no liability for loss or damages to any equipment left on University property, excluding any loss caused by the negligence or willful misconduct of the TUC Indemnitees.
- F. **SUBCONTRACTORS:** Licensee will provide a list of all subcontractors providing goods or services for Licensee's event, where applicable. This includes all companies/vendors that deliver any equipment whatsoever to the University premises. This information must be submitted in writing to TUC 10 days prior to the event and must be pre-approved by TUC.
- G. **NOISE:** No amplified music, loud equipment, construction or explosions of any kind may be used without written permission of TUC. If permission is granted, volume must adhere to decibel levels established by the Los Angeles Municipal Code, Chapter XI, noise regulations. There will be no amplified music or loud equipment after 10:00pm.
- H. **POURING RIGHTS:** TUC and the University have an exclusive agreement with PEPSI. Any sales or marketing, etc., of competing products are disallowed. TUC acknowledges and agrees that this section does not apply to food and beverages provided by Licensee or Licensee's vendors to its crew and employees.

VIII. **PUBLIC SAFETY:** Licensee is required to follow all Federal, State, County and City of Los Angeles laws and regulations while on University premises.

- A. **POLICE OFFICERS:** The University may require a Police Officer at Licensee's event, as determined by University Department of Public Safety. In all cases where money is collected, Police presence is required. All emergencies must be reported to the University Police Department at (818) 677-2111.
- B. **FIREARMS:** No firearms, including toy guns or any item that resembles a weapon, shall be brought onto University's premises without prior clearance and the written approval of the University's Department of Public Safety and TUC. The terms and conditions associated

with any such approval, together with a copy of the written approval shall be provided to TUC and incorporated into this Agreement. [Contact the University's Department of Public Safety (818) 677-2111 for further information. Reference: California Penal Code, Section 626.9].

- C. **EJECTION:** The University and TUC reserve the right to eject or cause to be ejected from the premises any person whose conduct violates the terms of this Agreement or creates an otherwise dangerous condition; provided, however prior to any such ejection Licensee shall be provided with notice and a reasonable opportunity to cure. Neither TUC, the University, its officers or employees shall be liable to Licensee for any damages sustained by such ejection unless caused by the willful misconduct of TUC or its officers or employees.
- D. **MAINTAIN ORDER:** Licensee shall maintain order and provide protection for persons and properties (to the extent of Licensee's control). Licensee shall not permit a breach of peace or any act, which may endanger life, limb, health or property due to occasion of this event (to the extent of Licensee's control).

#### **IX. NEIGHBOR NOTIFICATION**

- A. Licensee is responsible for notifying neighbors of California State University Northridge, within a radius to be determined by the Licensing Office, when significant impact may result from special event activities. It is the responsibility of Licensee to ensure that impact to the surrounding area kept to a minimum. The Licensing office will determine when neighbor notification is required. The Licensing office will review and approve notification language prior to distribution. Licensee will be responsible for distributing the approved notification not less than twenty-four hours in advance of the event date.

IX. **PARKING:** Parking arrangements are detailed in **EXHIBIT P** of this Agreement.

X. **PERMITS:** Licensee will obtain all applicable Federal, State, County and City permits.

- A. **FIRE PERMIT:** If required by the City of Los Angeles, a fire clearance and permit must be obtained prior to the event. Licensee shall be responsible for determining the need for any permit. Copies of such permits are to be submitted to TUC no fewer than five (5) business days prior to the event herein authorized.
- B. **HEALTH PERMITS:** All food vendors/subcontractors must display Los Angeles County Health Permits inside their booths at all times while booth is operated on University premises. Any vendor/subcontractor without proper permits on displayed will be removed from University premises; provided, however that TUC shall provide notice and a reasonable opportunity to cure prior to any such removal.
- C. **NO ALCOHOL OR USE OF ILLEGAL DRUGS:** Use of Alcohol is **prohibited** on University premises, except with specific written authorization by TUC. If written approval to serve alcohol is given by TUC, a State permit from the California Department of Alcoholic Beverage Control must be obtained and a copy provided to TUC prior to the event and a copy kept at the event site. Use of illegal drugs of any kind is strictly prohibited.
- D. **SMOKING:** CSUN is a smoke- and tobacco-free environment. Smoking or the use of tobacco products will not be permitted on any university property and ground, including the parking areas.
- E. **HAZARDOUS MATERIAL:** The Licensee shall not bring onto the University premises, nor allow others associated with the event herein authorized to bring onto the University

premises any hazardous chemicals or other potentially hazardous materials without written permission from the University's Manager of Environmental Health & Safety (818/677-2401). It is the sole and independent responsibility the Licensee to obtain any permit or other form of Federal, State, City, County or other clearances. The Licensee shall be responsible for any fees, charges, or other costs associated with the requirements of this paragraph.

XI. **UNIVERSITY FACILITIES:** Licensee shall maintain the areas of usage in good condition at all times and return facilities to the same condition as received, normal wear and tear excepted. Licensee shall not be responsible for casualties beyond its control, such as forces of nature, national catastrophes or war or anything in connection with the negligence or willful misconduct of the TUC indemnitees or an undiscoverable hazardous condition on or about the Facilities.

- A. **CONSTRUCTION:** No construction on the premises or modification to existing facilities will be permitted without the prior written approval of TUC; any such approval shall be incorporated into this Agreement. Licensee is responsible for restoring facilities back to original state (reasonable wear and tear excepted) and must repair or replace any and all damage caused by Licensee. If the requirements of this paragraph are not met when TUC has provided notice to Licensee with a reasonable opportunity to cure, TUC will complete, on behalf of the Licensee, all unfinished work at a reasonable cost plus twenty-five percent (25%) and invoice the Licensee.
- B. **REMOVAL OF EQUIPMENT:** All equipment, chairs, tables, booths, stages, etc., must be removed at the end of the event. There will be a daily charge for any items left on the University premises beginning the following day; provided, however that TUC shall first provide notice to Licensee with a reasonable opportunity to cure prior to incurring any such charges.
- C. **NO FOOD OR DRINK:** No food or drink other than bottled water is permitted inside lecture halls, classrooms, auditoriums or any area not authorized as a food facility. Licensee may set up craft services in designated area.
- D. **FACILITY CLEAN UP:** Licensee must leave area clean at conclusion of event by properly disposing of all trash in wastebaskets provided and remove any posters, banners, etc., from the premises. Failure to comply will result in additional fees.
- E. **SUPPLIES:** Licensee shall furnish all labor, materials and equipment to maintain an orderly and sanitary operation.
- F. **LAWN RESTRICTIONS:** Licensee may not set up tents, booths, drive stakes or dig holes in lawn (in the exception of lawn south of Cypress Hall). Use of barbecues by spectators or participants before, during or after the event is strictly prohibited. No wood burning or open fires are allowed on the University premises.
- G. **STORAGE:** Licensee shall assume responsibility for all equipment, supplies, or other materials brought to the University by, or on behalf of Licensee in conjunction with the event authorized in this Agreement. Storage of equipment, supplies, or other materials shall be permitted only as specified in this Agreement. TUC and the University shall assume no liability for event-related equipment, supplies or other materials.

XII. **SIGNS:** The posting of signs on University property shall be in accordance with the University's signage policy and shall require the prior approval of TUC not to be unreasonably withheld, conditioned, or delayed. TUC acknowledges and agrees that Licensee may post signs in connection with its production activities that may be required by Licensee's legal personnel.

- A. **APPROVAL OF PRINTED MATERIAL:** Licensee must provide TUC with content of any presentation, flyers, brochures etc. (that will be sent to participants or public), to TUC for approval prior to distribution. TUC hereby approves all signage that directs cast and crew to the set of Production and all signage that provides notification that filming is in progress, provided that Production supplies TUC with a copy of such signage prior to posting such signage.
- B. **AFFIXING POSTERS, SIGNS, ETC., TO WALLS:** No signs may be mounted on walls.
- C. **POSTING OF SIGNS, FLYERS, ETC.:** To post information on University Bulletin Boards please call the Student Development Office at (818) 677-5111. All signs or flyers posted on University bulletin boards must be removed within 24 hours after the event. Posting of signs and flyers advertising this event on public property (i.e. telephone or utility poles, posts, street signs or trees) is strictly prohibited in accordance with the City of Los Angeles Handbill Ordinance 168321.
- XIII. **TERMINATION:** This Agreement may be terminated by either party with at least thirty (30) days written notice to the other party.
- A. **TERMINATION STEPS:** This Agreement may be terminated by TUC with thirty (30) days notice to Licensee should unforeseen circumstances arise which preclude TUC from proceeding with this agreement. Such circumstances may include, but are not limited to, a directive from the State, the passage of any law which effectively prohibits TUC from fulfilling its obligations pursuant to this Agreement or other similar action beyond the control of TUC. TUC reserves the right to immediately terminate this License Agreement upon the occurrence of a disaster.
- B. **FACILITIES CANCELLATIONS OR RE-SCHEDULING BY LICENSEE:** Licensee must FAX or e-mail a written notice to TUC, at least **twenty-four (24) hours** in advance, to cancel this agreement or postpone the event. If written notification is less than twenty-four (24) hours in advance, a refund will not be given for the cost of the prepaid facility rental, except as a result of an event of force majeure.
- C. **UNIVERSITY SPONSORED OR SANCTIONED EVENTS:** Intentionally omitted.
- D. **RIGHT OF INGRESS OR EGRESS:** TUC has no plan to enter the property during licensee's use except for reasonable inspection, supervision, repairs, and alterations as spelled out in this Agreement and if such entry occurs, TUC shall coordinate such entry with Licensee at least twenty-four (24) hours in advance and not interfere with Licensee's production activities as contemplated hereunder. No estate in real property is conveyed by this Agreement.
- E. **WITHOUT NOTICE:** This Agreement may be terminated by TUC if the Licensee fails to comply with or breaches any of the terms and conditions of this Agreement after being given 24 hours written notice to cure the defect. If a condition, facility, equipment, or circumstance is life threatening TUC has the right to immediately take all necessary action to correct or terminate this agreement.
- F. **MISREPRESENTATION:** This Agreement may be cancelled immediately without recourse should materially false or materially misleading information be furnished to TUC by Licensee, errors and omissions notwithstanding.
- G. **METHOD OF DELIVERING NOTICE OF TERMINATION:** Parties shall advise as to the termination of this Agreement by personal delivery, registered or certified mail, electronic mail, or placed with an internationally recognized courier addressed to the Licensee/TUC at the addresses specified in this Agreement with return receipt requested.



XIV. **LOSSES**: Except as in connection with the negligence or willful misconduct of the TUC indemnitees or an undiscoverable hazardous condition on or about the Facilities, Licensee assumes all risk in the event of damage to property, loss by theft or otherwise of any and all property peculiar to the Licensee's event.

XV. **AMENDMENTS**: It is understood by both parties that no oral representations of any nature have been made by either party to the other and that changes, modifications, additions, or deletions to this License Agreement must be made in writing, signed by both parties and become a part of this License Agreement.

Failure on the part of TUC to require full and complete compliance with any provision of this License Agreement shall not be interpreted as changing or modifying such provision, waiver of any right by TUC, nor shall it prevent or in any way limit TUC from enforcing the other provisions of this Agreement.

XVI. **MISCELLANEOUS**:

A. **LIMITATION OF REMEDIES**: In no event shall TUC, the University, Trustees of the California State University, and the State of California or its successors and assigns, or any other party now or hereafter having an interest in said Facilities seek or be entitled to enjoin or restrain the production, distribution, advertising or exploitation of the Production, or any parts or elements thereof. Notwithstanding the foregoing, TUC, the University, Trustees of the California State University, and the State of California may seek to enjoin Licensee's use of the Facilities to enforce a breach of this Agreement during the period that Licensee is using the Facilities hereunder.

B. **PHOTOGRAPHY**: Neither TUC nor any of its employees or officers may photograph Licensee's sets or personnel without Licensee's prior consent.

XVII. **GOVERNING LAW**: The rights and obligations of the parties hereto shall be governed by the laws of the State of California.

**IN WITNESS WHEREOF**, the parties hereto agree to the terms and conditions stated herein.

**THE UNIVERSITY CORPORATION**

By \_\_\_\_\_  
Genelyn Arante, Licensing Manager

Date: \_\_\_\_\_

By \_\_\_\_\_  
Heather Cairns, Director of Administrative Services

Date: \_\_\_\_\_

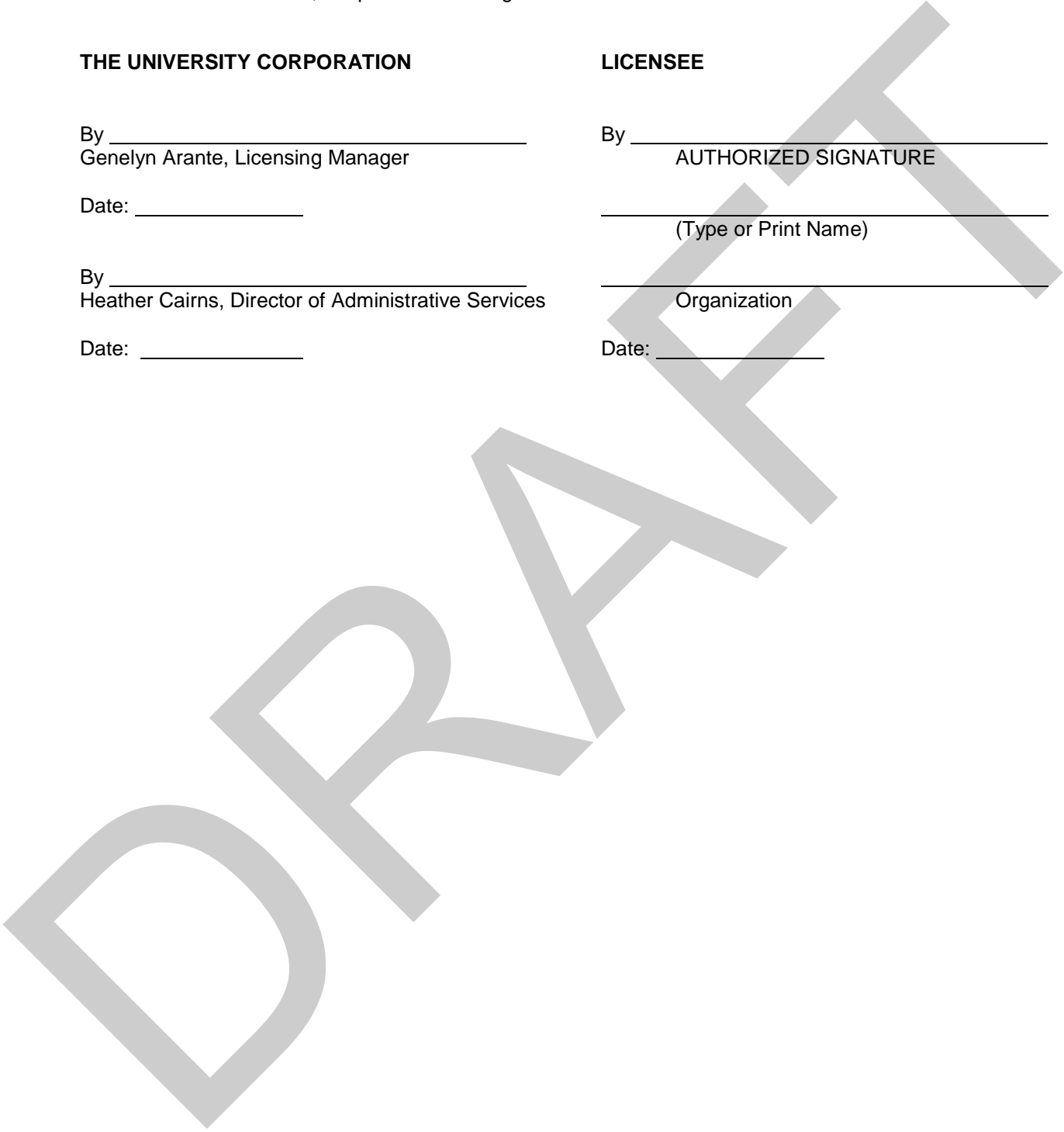
**LICENSEE**

By \_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
Organization

Date: \_\_\_\_\_



**Exhibit AN**  
**FACILITIES & LICENSING FEE**  
**CONTRACT NUMBER:**

**Licensee:**     **Name**  
                  **Organization**  
                  **Address**  
                  **Address**

**I. FACILITY:** TUC hereby grants Licensee use of the following California State University facilities for the purpose and manner detailed below.

**FACILITY:**

**EVENT DESCRIPTION:**

**ESTIMATED ATTENDANCE:**

**MOVE-IN:**

**EVENT DATE:**

**MOVE-OUT:**

Additional events, activities, facilities, dates or times not stated above, are not authorized. Changes must be in writing and signed by both parties. This may result in additional charges.

**Overtime Fees/Added Reservation Times:** Additional events, activities, facilities, dates or times not stated above, are not authorized. Changes must be in writing and signed by both parties when contract is already signed and changes requested to University Licensing prior to project commencement. This may result in additional charges. Requests for initial time added to a given project reservation during the actual event, will first be communicated to University Licensing, and second to the onsite Liaison. These two parties will discuss availability of onsite staff in addition to ensuring that there will be no impact to either upcoming events or events scheduled simultaneously by these changes. If both parties agree to the requested terms, **\$900.00** per hour will be charged on film days, and **\$450.00** per hour will be charged on prep/strike days. Additional staff overtime/double time rates will be applied.

**\*For filming on campus, please describe the intended purpose and future use of the finished product.**

**II. FINANCIAL OBLIGATION:** TUC agrees to grant Licensee permission to use University facilities for a specified dollar amount.

A. **Terms:** There will be a final billing after all invoices are received from University departments (Parking, Security, Custodial, Liaisons, Academic Departments, etc.). During the event if additional requests are made by the Licensee and the scope of work is changed, an additional deposit may be required.

\$ 0,000.00 Estimated CHARGES plus,  
\$ 10,000.00 Refundable Security Deposit (10% retained as admin fee)

\$ 0,000.00 **Total due**

In order to ensure reservation of these facilities on the dates requested, the full amount of **\$0,000.00**, the Certificate of insurance, a separate insurance endorsement letter and two (2) signed contracts (with original signatures) must be received in TUC Office by 3:00 p.m. on MONTH DAY, YEAR.

- B. **PAYMENT:** All payments required shall be in lawful money of the United States in the form of a business or personal check, provided that such payment is received no fewer than **ten (10)** business days prior to the scheduled commencement of the event. Any payments received fewer than **ten (10)** business days prior to the event shall be in the form of a Cashier's or Certified Check made by a local banking institution. **Under no circumstances shall cash be accepted.**
- C. **SECURITY DEPOSIT:** TUC shall refund security deposit to Licensee when Licensee vacates premises and an inspection, performed by TUC, reveals that all facilities used by Licensee pursuant to the terms and conditions of this Agreement are clean and in good repair (reasonable wear and tear accepted). Once Physical Plant Management, Public Safety, or other departments have assessed there are no additional charges, TUC will return ninety percent (90%) of the security deposit.

**Exhibit P  
PARKING  
CONTRACT NUMBER:**

**LICENSEE:  
FACILITY:  
DATE(S):**

- A. **UNIVERSITY PARKING PERMITS REQUIRED 24/7:** Licensee is hereby informed that parking permits are required to park on University premises at all times (7 days, 24 hours). Anyone in violation of University parking requirements will be ticketed.
- B. **PARKING PERMIT ARRANGEMENTS:** Licensee is required to notify participants of the following information, by conveying it in all event/activity advertising, informational materials, and any other written or verbal communications:  
**“Visitors parking on the CSUN campus are required to purchase a \$6.00 daily permit. Permits can be purchased from campus parking booths and parking lot vending machines.”**

**PROPER AREAS FOR PARKING:** Unless otherwise authorized, University parking permits allow vehicle parking in marked spaces in University parking lots. Vehicles are required to park “front end” in facing into any parking space. Vehicles in violation of this provision or other posted University parking requirements may be ticketed. Additional parking is available in LOT F10 at the corner of Lassen Street and Lindley Avenue. **ABSOLUTELY NO PARKING IS PERMITTED IN SURROUNDING RESIDENTIAL NEIGHBORHOODS.**

- C. **DISPLAY PARKING PERMIT:** Parking permits must be displayed on the driver’s side dashboard and must be visible. Any vehicle that does not display the proper parking permit, in plain view on the dashboard, will be considered in violation and be cited by the University Parking Office.
- D. **ACCESS:** Licensee shall not block University building hallways, lobbies, entrances, driveways, walkways or any common areas on the University, except as specifically permitted in this Agreement. **No vehicles may be parked on East Patio of Redwood Hall or reside in East Field parking lot without a permit. Participants may be dropped off at East Field lot.**
- E. **METERS:** Parking permits are not valid at meters.
- F. **MOVE VEHICLES:** University Parking Officers and University Licensing reserve the right to move Licensee to other parking lots should scheduling conflicts arise.
- G. **BUSES** are required to enter the campus at the **Lot G4** entrance on **Zelzah Avenue** to drop off and pick up participants. Buses must proceed to **LOT F10** at the corner of Lassen Street and Lindley Avenue and remain there until scheduled pick-up time. Licensee is responsible for communicating this requirement to the bus drivers. **NO BUSES ARE PERMITTED TO DROP OFF OR PICK UP PARTICIPANTS NOR PARK ALONG LINDLEY AVENUE. NO BUSES ARE TO PARK ON THE STREET OR IN SURROUNDING NEIGHBORHOODS.**
- H. **EMERGENCY EVACUATION PROCEDURES:** Should an emergency occur during the course of your event at CSUN, a campus wide loudspeaker system will broadcast a directive from the administration throughout the University. The community can call 1-866-515-CSUN for information. There will also be updates on the CSUN home page in the bottom right hand corner.

**Exhibit F**  
**FILMING**  
**CONTRACT NUMBER:**

**LICENSEE:**  
**FACILITY:**  
**DATE(S):**

- A. Licensee has submitted the script for the scenes being filmed pursuant to this agreement and TUC has approved of the script as submitted. Any material revisions to the script must be resubmitted to TUC for approval prior to filming material.
- B. Licensee agrees to be sensitive to issues of diversity and to use reasonable efforts to prohibit any persons under its control from engaging in any action or verbal expression that is defamatory, derogatory, or relates to ethnicity, gender, physical abilities/qualities, age, race, sexual orientation, or religion. The foregoing sentence does not apply to the script or subject matter of the Production.
- C. Licensee may not film total nudity on the University premises.
- D. Licensee shall have the right to photograph (still or moving), record and depict the University premises, however, Licensee may not use the actual University facility names located on signage including, but not limited to, the Oviatt Library, The Brown Center, Manzanita Hall, Magnolia Hall, and The Valley Performing Arts Center, unless authorized in writing by TUC. Licensee shall block out all California State University, Northridge signage during filming. No identification or trademarked icons, widely recognizable landmarks, including, but not limited to, the Oviatt Library, The Brown Center, Manzanita Hall, Magnolia Hall, The Valley Performing Arts Center or highly sensitive University locations shall be photographed, or otherwise reproduced for any commercial purposes now or in the future, except that which has been approved in this agreement. Licensee will refer questions of suitability of proposals, or requests that propose the identification of CSUN to University Licensing. The request may be approved when the proposed identification is deemed to be in the University's interest. Such request for CSUN identification should clearly specify how the identification is to be made and in what subject matter context.
- E. TUC shall have no right, title or interest in the Licensee's photography at these premises.
- F. Licensee shall retain all rights to film/photography shot at the University as outlined under this agreement.
- G. TUC, as service provider of the premises described herein, irrevocably grants Licensee, and any agent, licensee and/or assignee ("Successor") of Licensee, the right to film/photograph both the real and personal property located on CALIFORNIA STATE UNIVERSITY, NORTHRIDGE, at 18111 NORDHOFF STREET, NORTHRIDGE, CALIFORNIA, solely for project as outlined in EXHIBIT AN, SECTION 1.

**Exhibit FS**  
**FOOD SERVICE**  
**CONTRACT NUMBER:**

**LICENSEE:**  
**EVENT DATE(S)/TIME(S):**

**I. FOOD VENDOR RESPONSIBILITIES:**

- A. PERMITS: All Food Vendors must have, in their possession, and display the appropriate current Los Angeles County Health Department permits.
- B. INSURANCE FOR ALL FOOD VENDORS (One of the following must be submitted) check one:
  - \_\_\_1) Licensee must include all food vendors, who will serve at the event, under their general liability on their Certificate of Insurance (\$2 million property & personal injury).
  - OR
  - \_\_\_2) Licensee will submit to TUC all Vendor Certificates of Insurance ten (10) days prior to the event, which will cover all periods of time the Vendor will be conducting business on the campus for Licensee.
- C. The primary agreement applies to all food vendors.

**II. POTENTIALLY HAZARDOUS FOODS**

- A. The following foods are prohibited from sale or offering:
  - a. Uncooked, raw or unpacked foods not licensed by a Los Angeles County Health Department facility (i.e. restaurant or cafeteria)
  - b. Food containing whipped cream or custard.
- B. Food Preparation
  - c. Facilities used for the preparation of food must be licensed by the Los Angeles County Health Department.
- C. Temperature control for perishable foods must be kept within the safe temperature range at all times.
  - d. "Cold foods" (i.e. uncooked meat or milk must be kept below 41 degrees Fahrenheit.
  - e. "Hot foods" (i.e. cooked meat or hot soup) must be kept above 140 degrees Fahrenheit.
- D. Food Protection:
  - f. Provisions must be made for protecting foods from dust or other contamination during transport and storage. Food must be protected with the use of covers, plastic wrap or other suitable means.
  - g. Unwrapped food must be served with tongs, forks or other suitable utensils.
  - h. Persons serving food must have clean hands and wear gloves, clean outer garments and be free of respiratory, gastrointestinal or skin infections.
  - i. Plates, cups and eating utensils must be clean. Self-service of unwrapped food is prohibited.

E. Sanitation:

- j. Food service areas must be kept clean at all times.
- k. Cooking and serving food must be in accordance with the Los Angeles County Health Department. Food handlers must have access to hot and cold sinks, supplied with soap.

- F. Fire Safety: Providing they are approved in writing by TUC prior to the event, if barbecues or generators are used (only gas barbecues are permitted), a fully charged ABC dry chemical fire extinguisher must be on site.

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**Exhibit C**  
**FILMING CONSTRUCTION**  
**CONTRACT NUMBER:**

**LICENSEE:**  
**EVENT DATE(S)/TIME(S):**

- A. Licensee must submit safety plans for securing and entering any areas on the CSUN Campus for stunts and special effects five (5) days prior to filming.
- B. Licensee must submit to TUC, written permission from the Fire Marshall to TUC for any fires, special effects, construction changes to hallways or exits five (5) days prior to filming.
- C. Licensee is required to provide reimbursement to TUC for the services of a CSUN Electrician to work on anything electrical in University buildings.
- D. Licensee is required to lay 1/3 plywood board on any University Lawn to support any equipment, chairs or tables (in the exception of lawn south of Cypress Hall). If damage is done to lawn, and shown to be caused by Licensee, it must be repaired by Licensee.
- E. Once this agreement is finalized and signed, if Licensee has need for additional construction, property modifications or changes to University facilities, Licensee will obtain written permission from University Licensing (TUC) prior to implementation of the requests.
- F. Licensee is responsible for COMPLETE clean up of all locations used by Licensee at the conclusion of filming on the University Campus. Licensee will bear the actual, verifiable and reasonable costs associated with any required custodial work completed by TUC, which includes repairs, replacement, removal, etc. necessitated by Licensee's use which Licensee has failed to cure within ten (10) days of notice, and Licensee will pay within thirty (30) days upon receipt of invoice.
- G. If Licensee's participants use University restroom facilities, Licensee shall be billed for the actual, verifiable and reasonable costs associated with clean up and restocking of supplies. Licensee will provide portable restrooms for all participants.

**Exhibit S**  
**FILMING: SECURITY**  
**CONTRACT NUMBER:**

**LICENSEE:**  
**EVENT DATE(S)/TIME(S):**

Licensee will do all of the following:

- A. Hire **one (1)** California State University, Northridge Police Officer, at \$84.00 per hour, for the following days: **Insert Date/s** and any additional days as needed.
- B. Hire **one (1)** California State University, Liaison at \$42.00 - \$60.00 per hour, for the following days: **Insert Date/s** and any additional days as needed.
- C. Hire a representative from Fire Marshall to be present during all filming days on the University Campus at Licensees expense and comply with all safety requirements issued by the Fire Marshall.
- D. Not block fire lines at any time.
- E. May be permitted to bring private Security Officers on the University Campus if approved by the CSUN Chief of University Police. The Production Company and Security Company must comply with the below listed guidelines:
  - i. Private security officers may not carry guns on the University campus without prior permission from the Chief of University Police.
  - ii. Licensee's private security officers must report any emergency on the campus immediately to the University Police.
  - iii. Licensee is required to have their private security company submit a daily schedule of all officers' names, telephone/cell numbers, days and times that their employees will be assigned to work on the University Campus, to the University Police Department.
  - iv. Licensee understands that the University Police Department has final authority over all security issues that arise on the University Campus. The University Police can remove any representative from Licensees' Productions Company or private security company for cause.
  - v. Licensee must adhere to the security requirements of the University campus. For any problems or emergencies call the Department of Public Safety at (818) 677-2111.
- F. Be provided with a parking permit from University Licensing for each vehicle authorized to park on the University campus. At the conclusion of this agreement, the CSUN Parking Office will submit an invoice, with all parking cost, to TUC. The estimated parking fees, which have been collected in advance, will be analyzed in comparison with the actual parking fees. If actual parking fees are more than the estimated fees in agreement, Licensee will be invoiced for the difference.
- G. Will be charged **\$8.80 per car and \$35.00** per truck for each parking space used.
- H. Have each vehicle display a parking permit on the dashboard, which identifies it as belonging to personnel associated with Licensee's Production Company, to avoid being ticketed by Parking Officers. There will be no canceling of tickets issued for non-display of parking permit. Please emphasize this to all cast and crew. **ABSOLUTELY NO PARKING IS PERMITTED IN SURROUNDING RESIDENTIAL NEIGHBORHOODS.**
- I. Is not authorized to park any vehicle under buildings.
- J. Has requested to park the following working trucks on the University Campus: Camera Trucks; Sound Trucks; **Grip Trucks; Electric Trucks; Prop Trucks; Honeywagons; MU/Hair Trailers; Wardrobe Trailers; Castroom Trailers; Maxi Vans; Stakebeds; Set Dressing Trucks; Catering Trucks; Passenger vans; and People Movers**
- K. Direct all cast and crew vehicles to park in **LOT \_\_\_\_**. All cast and crew cars are to park in lots specified in this agreement. Cars parked in lots not specified in this agreement will be ticketed.
- L. Working trucks are to be parked within specified area in Lot D1 per VPAC Management and Lot \_\_\_\_.

- M. Permitted to park generator truck outside each above named area. Students, Faculty and Staff are not to be unreasonably disturbed by noise from generator truck. If there are complaints about noise, Generator trucks must be moved or shut down.
- N. Any damage to grass, sprinkler pipes, planters, drains, walkways, etc., which are caused by Licensee, will be repaired at Licensees' reasonable expense.

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