SAINT LOUIS UNIVERSITY AGREEMENT FOR FILMING, VIDEOTAPING AND STILL PHOTOGRAPHY FOR COMMERCIAL OR ENTERTAINMENT PURPOSES

- (c) <u>Buildings</u> (requests that involve an entire facility).
 - (i) <u>Single-Floor Facilities</u>: \$2,500 per day, or part of day (plus security and facilities management services, if required by Requestor or University*).
 - (ii) Multi-Floor or Multi-Level Facilities: \$5,000 per day, or part of day (plus security and facilities management services, if required by Requestor or University*).

3.	A dam	age deposit of \$_		shall be p	aid to the Uni	versity seve	an (7)
days prior		mencement of the					
result in th	ne immediat	e termination of t	his Agreeme	ent. The Univ	ersity shall ref	fund said da	mage
deposit to	Requestor	within five (5) I	ousiness day	s following	the terminatio	n of the Pr	oject;
provided,	however,	that Requestor i	n no way	damages the	University's	property d	luring
Requestor ³	's use and	provided further	that Requ	estor owes n	o outstanding	balances to	o the
University	v. In the ex	ent Requestor da	ımages Univ	ersity proper	ty, the damage	e deposit sha	all be
applied to	wards the co	ost of repairing the	e damaged p	roperty and, i	fapplicable,ar	ny unused po	ortion
of the dan	nage deposi	t shall be returne	d to Request	or or applied	I by the Unive	rsity to any	other
amounts o	wed by Re	questor. The amo	ount of the d	amage deposi	it shall not be	construed, i	n any
		amount of the Uni					
University	property.	Requestor hereby	grants Univ	versity the riq	ght to apply ar	ny of Reque	stor's
damage de	eposit funds	to any outstandin	g obligations	s due Univers	ity by Request	or.	

4.	Requestor agrees that videotaping or filming must be conducted at the time leas
likely to be	disruptive to the academic process and student life. Requestor's access to
University's	property shall commence on and shall terminate or
	Requestor's activities shall not take place between the hours of
a.m./p.m. and	a.m./p.m.

- 5. Requestor agrees that at no time will the University's name, nicknames, logos or symbols, nor any of its building and unit names, be used in commercials and advertisements without the University's prior written approval. The University's facilities that are readily recognized by the public (e.g., DuBourg Hall, College Church, and Cupples House) may be used as backgrounds for commercials and advertisements only if script and shooting-angle clearance are granted in advance by the Office of University Marketing and Communications. Requestor further agrees that the University's name will not be used in any manner of endorsement without prior written approval of the Office of Public Relations.
 - 6. Any use of University students in feature-length productions,ly if script and s

^{*} security and facilities management services fees are for services intended to benefit the University and shall not be construed to provide security or other services to Requestor.

- 7. Requestor shall properly identify "Saint Louis University" in the credits of any feature-length productions.
- 8. Requestor shall release, indemnify, and hold the University, its trustees, officers, employees, agents and students harmless from any and all liability, claims, suits, actions, damages, settlements and expenses, including reasonable attorney's fees, arising out of injuries to persons, damages to property, claims based on alleged defamation or infringement of rights to copyright, trademark, service mark or other intellectual property, or rights to privacy and / or any and all other damages in connection with Requestor's activities and use of the University's facilities or equipment, whether from an occurrence at the property of the facility itself during such use, before or after such use, going to and from such use in or about available parking areas, or otherwise, AND NOTWITHSTANDING ANY NEGLIGENCE THAT MIGHT BE ALLEGED AGAINST, OR ATTRIBUTED TO THE UNIVERSITY OR ANY PERSON INDEMNIFIED HEREUNDER. Requestor further agrees to pay any court costs or attorney's fees incurred or paid by the University to enforce any obligation imposed under this Agreement.
- 9. Requestor agrees to provide to the University proof of comprehensive general liability insurance for not less than \$1,000,000 per occurrence, \$3,000,000 aggregate from a reputable insurance carrier approved by the University which names the University as an additional insured. The University retains the right to cancel this Agreement if such insurance is not provided by the established deadline or maintained through the scheduled use.
- 10. The University makes no warranties or representations of any kind, expressed or implied, including without limitation any warranties of merchantability or fitness for a particular purpose, with respect to any of the services to be performed or obligations of the University contained Herein. In no event shall the U

- 15. This Agreement may not be assigned by Requestor without the express written consent of University.
- 16. This Agreement shall be governed by and construed under the laws of the State of Missouri. The parties hereby irrevocably consent to the jurisdiction of any Missouri State or United States court, located in St. Louis, Missouri, for purposes of enforcement of this Agreement. This provision shall survive if this Agreement is adjudged void or should be canceled, annulled or terminated.
- 17. If either party is unable, by force majeure, to perform its obligations under this Agreement, it is agreed that performance of such obligations by such party, so far as they are affected by force majeure, shall be excused from the inception of any such inability. The term "force majeure," as used in this Agreement, shall mean any act, event, cause or occurrence rendering a party unable to perform its obligations, which act is not within the reasonable control of such party. In no event shall either party be liable to the other for incidental, consequential or any other damages resulting from an act of force majeure.
- 18. All obligations under this Agreement which by their nature would continue beyond the termination, cancellation or expiration of the Agreement shall survive the termination, cancellation or expiration of this Agreement.
- 19. This Agreement supercedes any and all other agreements, either oral or written, and contains the entire agreement of the parties.

SAINT LOUIS UNIVERSITY	REQUESTOR
Ву:	By:
Title:	Title:
Date:	Date:
	Address:
	Phone:
04239qp	

Appendix A Charges and Amounts Due

P	A	YN	MENT	' DUE	ON	
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