

Operating Procedures for Motion Picture/Video/Film or Photography of the LSU Campus

While LSU's primary mission is education, the University is also available on a limited basis for other projects such as the filming of television shows, movies, commercials, and other media as long as it does not interfere with the University's primary educational mission and necessary day to day functions.

These operating procedures have been developed to clarify under what circumstances the LSU campus may be used as a location for motion pictures, video, film or photography. This process must be followed to obtain a **Permit for Filming, Videotaping or Photographing** and/or a **Location Agreement**. A permit or agreement is required for filming, videotaping and photographing of the LSU campus.

A. Permit Requests

All requestors for a **Permit for Filming, Videotaping, and Photographing** and/or a **Location Agreement** must email details of filming request to aterrito@lsu.edu along with the script for joint review by Finance and Administration and Strategic Communications. If approved by both departments, the process of identifying specific sites, dates, and times can begin.

B. Fees

Permit fees and location fees are based on a number of variables. The length of the shoot, locations involved, type of production and LSU services needed all factor into the total cost.

In certain limited instances a permit may be issued and a fee waiver may be granted for uses such as public service announcements.

Permit Fees

These fees are based on the type of production ranging from local productions to regional and national productions. The fees range between \$500-\$2,000. Other forms of media are not exempt from this fee and will be handled on a case by case basis.

Incidental Filming

Incidental filming includes uses such as: filming for non-commercial or internal use, class projects, or personal use. This filming requires no special services and does not in any way disrupt the normal functioning of the University. This filming cannot be used for commercial purposes after the fact without written permission from the Office of the Vice President for Finance and Administration. Please contact Ashley Territo with Finance and Administration via email at aterrito@lsu.edu to obtain written permission for commercial use. Permits are required for class project filming.

Location Fees

Location fees are charged in addition to permit fees and are charged per day. A representative sample of location fees is listed below. There are established location fees for certain spaces like athletic venues, Student Union and other buildings that will be used. These location fees do not include fees for University services such as LSU PD; Parking and Transportation; Facility Services; and Landscape Services. The actual cost for those services is added to the total production cost. Estimates are provided below for the University services and are subject to change.

Classrooms, hallways	\$250	Exteriors	\$350
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University Services Fees

LSU PD Estimate	\$41.00/hr
Facility Services Estimate	\$14.00-45.00/hr
Parking and Transportation Estimate	\$250.00 parking lot rental

C. LSU Identification and Appropriate Use of Campus Images

No identification of LSU as a location is permitted, except in rare instances and only when the specific use is submitted for prior approval to the Office of the Vice President for Finance and Administration. The request will be reviewed by Trademark Licensing, Strategic Communications, the Vice President for Finance and Administration, and the President's Office. The request will only be approved when it is deemed to be in the University's best interests.

Identification includes but is not limited to trademarks, icons, widely recognizable University landmarks, and the use of merchandise containing trademarked images/logos (ie. flags, apparel, posters, miscellaneous items containing logo, etc.). Identification also includes verbal references on film.

D. Permit or Location Agreement

Once the script/storyboard is approved, the shooting schedule will be finalized and approved. The need for University services from LSU PD; Parking and Transportation, Facility Services, and Landscape Services will be reviewed. If applicable, these services will be estimated and attached to the Location Agreement. For shoots in which these additional services are not needed, the University has the option to issue a **Permit for Filming, Videotaping, and Photographing** instead of a **Location Agreement**. A sample of the permit and agreement is available at the end of this document and are subject to change.

E. Insurance

The University may request the production to have insurance with Louisiana authorized insurers in the amounts stipulated below and provide a Certificate of Insurance naming the Board of Supervisors of Louisiana State University and A&M College as additional insured. (See below for exact phrasing.) This must be received no fewer than seven days before shooting begins.

1. Workmen's Compensation – Statutory Limits
2. Comprehensive General Liability, including Personal Injury Liability coverage - \$1,000,000.
3. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, its officers, employees, agents and volunteers are to be named as additional insureds.
4. To provide certificate(s) of insurance prior to or with the signed Location Agreement which are not subject to cancellation without thirty (30) days written notice to University.

F. Payments and Deposits

The University has the option to require a deposit before a permit or agreement will be granted. This deposit is to be received no less than five business days prior to the beginning of the first day of shooting on campus.

Full payment for all costs incurred is due to the University within thirty (30) days of the date of the final invoice.

Payment is to be made payable to LSU and sent/delivered as follows:

Film/Video Coordinator
Finance and Administration
Louisiana State University
330 Thomas Boyd Hall
Baton Rouge, LA 70803

G. Cancellation

If written notice of cancellation for an approved permit or agreement is received before the production begins, then the production is liable for any actual costs incurred by the University as of the receipt of the cancellation notice.

University shall have the right of cancellation if the Permit or Agreement holder is deemed insolvent or, in LSU's sole opinion, shall fail to perform any material term in the Agreement after having received written notice from the University to do so.

H. Script Review

A copy of the final script (storyboards might be acceptable and judgment will be determined on a case by case basis) must be submitted for review. The review process can take up to ten (10) working days. Any changes or revisions should be brought to the attention of the

Film/Video Coordinator. Substantive script changes could cause the University to withdraw its permission. (A permit or agreement cannot be issued without a script.)

I. Scout Visits

Scout visits are not only helpful to the production, but also helpful to the University in order to clearly determine the needs of the production. A request for a scout visit is made to the Film/Video Coordinator. This visit takes place with the Film/Video Coordinator or other designee that is well acquainted with campus and can advise you as to how to make your time on campus most effective.

Permission for scout visits does not constitute approval by the University for the use of its facilities.

LOCATION AGREEMENT

This Agreement made and entered into at Baton Rouge, Louisiana, this ____ day of _____, ____ by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, herein represented by Daniel T. Layzell, Vice President for Finance and Administration of Louisiana State University and A & M College, ("LSU"), and _____ ("LICENSEE"), herein represented by _____, its _____.

WITNESSETH

WHEREAS, facilities and premises include buildings and other property belonging to or in the care and custody of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("FACILITIES"), and

WHEREAS, FACILITIES are established and reserved for use in accomplishing the instructional, research and public service missions of LSU which must always be given first priority in the assignment of facilities and premises for use, and

WHEREAS, LSU seeks to work with Louisiana Governor's Office of Film & Television Development to increase the State's opportunities in this area of economic development, and

WHEREAS, LICENSEE seeks to obtain the use of certain LSU FACILITIES from LSU to conduct filming and related activities ("FILMING") for a motion picture entitled "XXX"("PICTURE").

WITNESSETH, THAT LSU and LICENSEE, agree as follows:

A. LSU Agrees:

1. To make available to LICENSEE such facilities and premises owned by LSU as are mutually agreed herein to conduct the FILMING for a motion picture entitled "XXX" which shall be in accordance with conditions and charges (if applicable) provided by Attachment A hereto.
2. To perform additional services and provide materials to or on behalf of LICENSEE as mutually agreed subject to (a) availability of services and materials at the times requested and (b) agreement by LICENSEE to pay LSU for such services and materials which shall be in accordance with the fee schedule set forth in Attachment A and B hereto, or if not encompassed within Attachment A, as provided by Addendum hereto executed by LICENSEE and LSU.

B. LICENSEE Agrees:

1. To pay LSU for services, materials and facilities provided hereunder no later than Sixty (60) days after invoicing of LICENSEE by LSU, said fees to be determined in accordance with Attachment A hereto.

2. To pay LSU for all and any damage (normal wear and tear excepted) to LSU FACILITIES and premises caused or contributed to by LICENSEE, its officers, employees, agents, contractors, members, guests or invitees, except to the extent due to the negligence or willful misconduct of LSU.

3. To maintain at all times during the use of the Facilities, a policy of comprehensive general liability insurance, including public liability and property damage, written by a company licensed to do business in the state of Louisiana, covering the use contemplated by this agreement. LICENSEE agrees that that the insurance will be primary and non-contributory coverage and will contain no terms allowing the insurer to be subrogated to the rights of any injured or damaged person or entity insofar as said person or entity may have claims against LSU. LSU must receive a certificate of insurance along with this agreement. **LICENSEE'S insurance policy shall be endorsed to designate "Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, the State of Louisiana and their employees, officers, directors, and volunteers" as an additional insured on LICENSEE'S policy.** For both ongoing and completed operations using ISO Form CG 20 10 and CG 20 37 or equivalent.

The policy minimums shall be:

<u>Commercial General Liability</u>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Medical Payments (Any One Person)	\$5,000
<u>Liquor Liability, if applicable</u>	\$1,000,000
<u>Automobile Liability, if applicable</u>	
Bodily Injury/Property Damage (Each Accident)	\$1,000,000
Personal Injury Protection, if applicable	Statutory
<u>Workers' Compensation</u>	
Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers' Liability)	\$500,000
F	

For events involving minor participants, this insurance coverage must not exclude coverage for sexual assault and/or sexual molestation and provide sub-limit of not less than \$1,000,000 per occurrence.

For any athletic or sporting event, this insurance must not exclude coverage for bodily injury to any person while practicing or participating in any sports or athletic contest or exhibition hosted by the Named Insured.

If LICENSEE hires any contractor or subcontractor to provide services

during the use period, they or the contractor or subcontractor shall carry the same coverages and limits of insurance outlined herein. It shall be the LICENSEE'S responsibility to ensure compliance of this requirement and request certificates of insurance. All providers of alcohol, servers of alcohol, and event sponsors must agree to defend, indemnify, and hold harmless LSU, its officers, employees and agents from and against all liability, claims, and demands, on account of injury, loss, damage, or expense, including defense costs and attorney fees, which arise out of or are in any manner connected to the service of alcohol during the use period.

LSU reserves the right to modify these requirements based on the nature of the risk, prior events, insurance coverage, or other special circumstances.

4. That the general concept and shots have received approval and do not involve any changes to the structures involved. If any changes should be requested of the facilities, these changes must be submitted in writing, reviewed and receive written approval before any changes to any facilities may take place. If any Facility Services or Landscape Services fees are incurred, they are the responsibility of the LICENSEE.
5. That LICENSEE shall neither state nor imply, either directly or indirectly, that LICENSEE, or its activities, other than pursuant to exercise of this Agreement, are supported, endorsed or sponsored by LSU other than for the conducting of this event and, upon the direction of LSU shall issue express written disclaimers to that effect.
6. Parking and Transportation and LSU Police are the only entities that oversee parking, transportation, police and security services on campus and any charges for such matters will be the responsibility of the LICENSEE.
7. That, notwithstanding that LICENSEE is an independent contractor, having only authorization to use certain FACILITIES and to contract for receipt and use of certain goods and services under this Agreement, LICENSEE, will undertake to observe and conform to the general rules (of which it is made aware) applicable to use of LSU's FACILITIES. This provision is designed to assure that nothing be done which is inconsistent with the maintenance of an educational institution environment and the character of a state institution which makes its facilities open to persons without discrimination.

C. LSU and LICENSEE both agree:

1. That the Vice President for Finance & Administration or a designee will be the administrative officer of LSU who will be advised by LICENSEE of any problems or questions that arise under this Agreement. This paragraph intends to recognize that unforeseen situations not covered by this Agreement, but necessarily related to its operation, may occur.
2. That LICENSEE agrees to indemnify, defend and save LSU harmless including its officers and employees, from any and all loss, damage, injury, liability or other causes of action, and cost thereof, including but not limited to claims for injury, death, or damage of or to LICENSEE's employees or property of LICENSEE or employees or property of LICENSEE's agents, subcontractors, or any other third party, resulting directly or indirectly from the performance of this contract by LICENSEE, except to the extent such loss, damage, injury or liability is, proven to be caused by the negligence or intentional misconduct of LSU, its officers or employees.
3. LSU is the owner of all rights, titles and interests in and to certain designations comprising designs, trade names, trademarks and service marks including, without limitation, the names "Louisiana State University," "LSU Tigers," the abbreviation "LSU," logotypes and seals incorporating one or more of the foregoing names and/or abbreviations, and certain logo graphics and/or symbols which have come to be associated with Louisiana State University (the "Marks"). In consideration of the valuable property rights inherent in the LSU name and indicia which are inseparable from the good name and reputation of LSU both domestically and internationally, Policy Statement 93, "Use of University Name and Indicia" is established to govern the use of the LSU name and indicia.
4. That, except if due to gross negligence or willful misconduct of LSU, LSU shall not be liable for any damage to LICENSEE'S PROPERTY occasioned by plumbing, gas, water, steam, sewage, heating, air conditioning, or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings or other acts of God.
5. That LICENSEE agrees to provide, at its expense, all necessary licenses and permits required in occurrence with law for use of the FACILITIES as herein provided.
6. The parties agree that nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or agents, and LICENSEE shall have no power to obligate or bind LSU in any manner whatsoever.

7. That, if need be determined, addenda may be attached to this Agreement to cover matters not dealt with herein. If so, the addenda shall be designated as additions to this Agreement. If any addendum intends to nullify or contradict a section of this Agreement it shall expressly so state. Otherwise, it will be interpreted as subservient and governed by what is contained in this Agreement. An executed copy of each addendum should be stapled to this Agreement.

8. **Term:** LICENSEE shall have use of the LSU property listed in Attachment B on XXX for set up, tear down and filming. This agreement for use of LSU property may be extended with the written approval of LSU for a period agreed upon by both parties upon the same terms as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

Louisiana State University and
Agricultural & Mechanical College:

Daniel T. Layzell
Vice President for Finance and
Administration/CFO

Date: _____

WITNESSES:

LICENSEE:

Signature

Title: _____

Date: _____

Attachment A

**Schedule of hourly charge rates for services of selected LSU departments:
OFFICE OF FACILITY SERVICES**

<u>Service</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>
A/C Maintenance	\$26.50	\$39.75
Auto Shop	25.75	38.63
Building Services	11.75	17.63
Carpentry	22.50	33.75
Control	27.75	41.63
Moving Crew	17.00	25.50
Electrical	23.75	35.63
Energy Management	27.75	41.63
High Voltage Electrical	26.75	40.13
Landscape	18.25	27.38
Lock Shop	24.50	36.75
Painters	23.50	35.25
Planner/Estimator	28.50	42.75
Plasterers	23.50	35.25
Plumbers	25.50	38.25
Pump Maintenance	27.50	41.25
Sheet Metal	26.50	39.75

OFFICE OF PARKING, TRAFFIC AND TRANSPORTATION

<u>Service</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>
Traffic Control Officer	\$14.00	\$19.00
Traffic Control Supervisor	21.00	27.00
Parking Spots	1/hr	

LSU POLICE DEPARTMENT

<u>Service</u>	<u>Overtime Hourly Rate</u>
All Police Officers	\$41.00

**Attachment B
Shooting Fee Schedule**

PERMIT FEES

Location	Action	Date	Cost
Total Permit Fees			\$

LOCATION FEES

Location	Action	Date	Cost
Total Location Fees			\$

LSU LIAISON FEE **\$**

PARKING FEE **\$**

TOTAL ALL FEES **\$**

Includes all set, shoot, and strike time in all locations. As specified, this does not include any legitimate expenses for services provided, unless specified.

Please make check for \$payable to LSU.

SAMPLE

“XXX”

ADDENDUM TO THE LOCATION AGREEMENT
BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY A&M COLLEGE

Addendum to the AGREEMENT (“**Agreement**”) between _____ (“Licensee”) and the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY A&M COLLEGE (“LSU”) dated as of _____. **Notwithstanding anything to the contrary contained in the Agreement, the parties agree to the following:**

Force Majeure: If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Licensee's control, Licensee is unable to start work on the date in the Agreement and/or work in progress is interrupted during use of the Facilities by Licensee, Licensee shall have the right to use the Facilities at a later date to be mutually agreed upon and/or to extend the period set forth in the Agreement.

Rights: All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Facilities by Licensee shall be and remain the sole and exclusive property of Licensee, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Licensee shall elect, and in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, 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. Neither LSU nor any other party now or hereafter claiming an interest in the Facilities and/or interest through LSU shall have any right of action against Licensee or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature.

Usage: Licensee may place all necessary facilities and equipment, including temporary sets, and park vehicles if appropriate, on the Facilities, and agrees to remove same after completion of work and leave the Facilities in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the Facilities may, but need not, be removed or changed, but, if removed or changed, must be replaced by Licensee, unless LSU requires signage to be replaced by its own employees (provided, however, that signs containing “LSU” or “LOUISIANA STATE UNIVERSITY” may be used only with LSU’s permission pursuant to this Agreement). In connection with the Picture, Licensee may refer to the Facilities or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Facilities. LSU irrevocably grants to Licensee and Licensee's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and re-create all or a portion of the Facilities (including LSU indicia and trademarks), to alter such duplicates and re-creations, and to use such duplicates and re-creations in any media and/or manner now known or hereafter devised in connection with the motion picture, including without limitation sequels thereto, merchandising, theme parks, and studio tours, and in connection with the publicity, promotion and/or advertising

for any or all of the foregoing. Licensee is not obligated to actually use the Facilities or produce any motion picture or include material photographed or recorded hereunder in the Picture. Licensee may at any time elect not to use the Facilities by giving LSU written notice of such election, in which case neither party shall have any obligation hereunder. LSU may not terminate or rescind the permission granted to Licensee hereunder to use and photograph the Facilities for any reason other than a material, uncured breach by Licensee. Provided, however, LSU does not grant at this time rights to use the LSU indicia as trademarks in sequels, merchandising, theme parks and studio tours without expressed written approval from the Vice President for Finance & Administration.

In the event of any claim by LSU against Licensee, whether or not material, LSU shall be limited to recovery of actual damages, if any, and LSU shall not be entitled to enjoin, restrain or interfere with use of the Facilities as provided in the Agreement and in this Addendum, or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Licensee's rights hereunder.

At any time within 6 months from the date Licensee completes its use of the Facilities hereunder, Licensee may, upon not less than 15 days prior written notice to LSU, re-enter and use the Facilities for such period as may be reasonably necessary to photograph retakes, added scenes, etc. desired by Licensee upon the same terms and conditions as contained in this agreement.

Termination: If a right of termination arises thereunder, LSU will give Licensee notice of the cause thereof and 48 hours in which to cure prior to any termination.

Louisiana State University and
Agricultural & Mechanical College

Daniel T. Layzell
Vice President for Finance and
Administration/CFO

Date: _____

LICENSEE:

Signature

Title: _____

Date: _____

PERMIT FOR FILMING OR VIDEOTAPING

As used herein, LSU refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College or any affiliate or successor organization, and Permittee refers to:

Student Name: _____

Address: _____

LSU Class: _____

Telephone: _____ FAX: _____

1. LSU owns certain facilities and premises of both general and specialized nature especially suited to the accomplishment of its missions and objectives and has established policies regarding such facilities and premises as Policy Statement 82, "Use of University Facilities and Premises."

2. Permittee desires to perform the following described still photography, filming or videotaping activities within the facilities and premises of LSU:

Date _____ Time _____

3. The parties agree that the purpose of this Agreement is to permit Permittee to use certain portions of LSU facilities and premises as "props" or scenes with specific verbal or visual identification of University.

4. Permittee agrees that no license is created herein or otherwise for the use of the name, trademark or other indicia of LSU without the specific prior written approval of the Office of the Vice President for Finance & Administration and CFO and that it shall neither state nor imply, either directly or indirectly, that the Permittee, its products or activates are supported, endorsed or sponsored by LSU and, upon the written direction of LSU shall issue express disclaimers to that effect.

5. The parties agree that nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Permittee shall have no power to obligate or bind LSU in any manner whatsoever.

6. The parties agree that this Agreement shall be governed by the laws of the State of Louisiana.

Recommended by LSU Facility Manager: _____

For Permittee:

Signature _____ Date _____

Name _____

Title _____

For LSU:

Daniel T. Layzell
Vice President for Finance & Administration

Signature _____ Date _____

PERMIT FOR FILMING OR VIDEOTAPING

As used herein, LSU refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College or any affiliate or successor organization, and Permittee refers to:

Business Name: _____

Business Address: _____

Telephone: _____ FAX: _____

1. LSU owns certain facilities and premises of both general and specialized nature especially suited to the accomplishment of its missions and objectives and has established policies regarding such facilities and premises as Policy Statement 82, "Use of University Facilities and Premises."

2. Permittee desires to perform the following described still photography, filming or videotaping activities within the facilities and premises of LSU:

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3. The parties agree that the purpose of this Agreement is to permit Permittee to use certain portions of LSU facilities and premises as "props" or scenes with specific verbal or visual identification of University.

4. Permittee agrees that no license is created herein or otherwise for the use of the name, trademark or other indicia of LSU without the specific prior written approval of Finance and Administration and that it shall neither state nor imply, either directly or indirectly, that the Permittee, its products or activates are supported, endorsed or sponsored by LSU and, upon the written direction of LSU shall issue express disclaimers to that effect.

5. The parties agree that nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Permittee shall have no power to obligate or bind LSU in any manner whatsoever.

6. Permittee agrees to indemnify, defend, and hold LSU, its officers, directors, agents, and employees, harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of Permittee or of its employees, contractors, or agents in performing activities governed by this Agreement.

7. The parties agree that this Agreement shall be governed by the laws of the State of Louisiana.

Recommended by LSU Facility Manager: _____

For Permittee:

Signature _____ Date _____

Name _____

Title _____

For LSU:

Daniel T. Layzell
Vice President for Finance and Administration and CFO

Signature _____ Date _____