

**CONTRACT BY AND BETWEEN
AND CONNECTICUT COLLEGE FOR
FILMING ON THE CONNECTICUT COLLEGE CAMPUS**

This Agreement is made as of _____, by and between _____ located at _____ (hereinafter referred to as “Contractor”) and Connecticut College, a private coeducational liberal arts college located at 270 Mohegan Avenue, New London, Connecticut 06320-4196 (hereinafter referred to as “Connecticut College” or the “College”).

Based on the mutual promises and covenants contained herein, the parties agree as follows:

1. Grant of Rights. In consideration for the sum set forth herein and Contractor’s agreement to abide by the terms and conditions of this Agreement, Connecticut College hereby grants the Contractor the following license and rights to film on the campus of Connecticut College at the address listed above (the “Campus”) for purpose of (the “Project”):
 - a. To enter and remain on the Campus with personnel, equipment and sets for the sole and express purpose of recording and photographing scenes live or on tape, film or by any other process at the following locations on the Campus (“Campus Locations”) on the following dates at the following times:

Access will also be granted one day prior and one day following each date to allow for the preparation and clean-up of the Campus.
 - b. To make reasonable, limited use of electricity, gas, water, and other utilities on the Campus during the times permitted by this Agreement.
 - c. To conduct customary prep work, shooting and wrapping activities, and to make temporary, nonstructural alterations to the Campus Locations with the College’s prior written consent.
 - d. To refer to the Campus or any part of it by any fictitious name and attribute any fictitious events as occurring on the Campus except in cases where the intent is to capture real-life events for a documentary film for purposes agreed to by the College and the Contractor. For the avoidance of doubt, nothing contained in this Section 1.d. of the Agreement will grant Contractor the right to use the College’s name or identifying marks or the names or real-life events of any students, employees or faculty of the College.
 - e. To replicate the Campus by constructing a set at a separate location, duplicating all or any part of the Campus for the purpose of completing the Contractor’s scheduled work or for filming retakes, added scenes, advertisements or promotions in connection with the Project.
 - f. To use in perpetuity in any manner, including in connection with advertising, publicity, and marketing, and in any media, all recordings and photographs made by the Contractor pursuant to this Agreement. The College acknowledges that the

Contractor owns all rights in and to all such recordings and photographs. For the avoidance of doubt, nothing contained in this Section 1.f. of the Agreement will grant any rights to use any recordings or photographs depicting any students, employees or faculty of the College.

- g. To re-enter and use the Campus Locations to film or photograph re-takes or additional scenes for such periods and at such time as the College and the Contractor may mutually agree upon, for such additional fees (beyond those provided for in Section 2 below) as the College and the Contractor may agree to.
2. Fees, Consideration. In consideration for the rights granted to the Contractor, Contractor shall pay to the College, a fee of \$250 per day, due to the Connecticut College Accounting Office within 24 hours of the execution of this contract. The fee, which will cover general use of space costs, will be refunded in the event of cancelation of the contract up to 48 hours prior to the designated day of filming. (See section 3 for additional fees).
3. Fees for Additional Services. Depending on the nature, duration, and special requirements for the Project, charges may be assessed by the Events Office in advance of filming for the following services: Campus Safety; set up and equipment removal; catering; or maintenance or cleanup that exceeds normal day-to-day operations. Additional fees will be determined and set by the Office of Auxiliary Operations (“Events” or “Events Office”) in advance of filming if filming extends beyond one business day. Should the College provide any of these services to the Contractor for the Project, the Contractor agrees to pay for them. The College will send the Contractor an estimate of fees prior to filming and a final bill for those services and equipment after the completion of the filming on Campus, which must be paid within thirty (30) days.
4. Payment of Royalties. Contractor agrees to pay any and all royalties required to be paid for the use of any copyrighted material. Contractor agrees to defend, indemnify and hold harmless Connecticut College against all claims, demands, costs and expenses the College may sustain or incur by reason of any infringement or violation of any copyright or proprietary right by Contractor in connection with this Agreement.
5. Indemnification. Contractor shall indemnify, defend and hold Connecticut College, and its trustees, officers, employees, students, and agents, harmless from any and all bodily injury, property damage, claims, suits, actions, losses, damages, liabilities, costs and expenses of any kind, including attorney’s fees, arising out of or resulting from the acts or omissions of the Contractor or its officers, employees, contractors or agents under this Agreement or while on the Campus.
6. Insurance. Contractor shall procure and maintain throughout the term of this Agreement (including any renewals), at Contractor’s expense: a) a general commercial liability insurance policy with coverage of at least \$1 million per occurrence and aggregate coverage of at least \$2 million, which shall cover property damage, bodily injury, and personal and advertising injury liability, and b) an automobile liability insurance with liability limits of at least \$1 million. For each of the policies, Contractor shall add or cause to be added Connecticut College as an additional insured up to the limits of the policies but no less than the minimums described here, and the additional insured coverage shall be primary to all other

available insurance. Contractor shall also procure and maintain during the term of this Agreement (including any renewals) worker's compensation insurance meeting or exceeding all statutory requirements. Contractor shall pay all deductibles and self-insured retention under the policies described above. Contractor shall provide the College a certificate of insurance evidencing the policies and coverages described above, and a copy of the insurance policies. Failure to provide advance proof of insurance shall be grounds for declaring a default and refusing to permit Contractor to use the premises.

7. Other obligations of Contractor.

- a. Review of film scripts. All film scripts must be submitted to the College for review and must be approved by the College's Office of Communications before a request to film on campus will be approved and filming begins. The College also reserves the right to view the film before it is advertised/promoted/released.
- b. Walkthrough. Contractor agrees to a walkthrough with the Office of Communications to review all procedures and processes within 24 hours of filming. This must be conducted on a regular business day when the College is open.
- c. Installation, use of equipment. Contractor shall be responsible for obtaining any permits or licenses required for the use of any equipment, apparatus or service on the Campus. Contractor shall not install or operate any equipment, fixture or device, or operate or permit to be operated any engine, motor or other machinery, or use gas, electricity or flammable substances except with prior written approval of Connecticut College and under such conditions and restrictions as the College may reasonably specify.
- d. Fire Code compliance. Contractor shall ensure that all non-College decoration, staging, and equipment meet State Fire Code provisions and other applicable standards and regulations prior to installing them.
- e. Clean up and removal of equipment. At the conclusion of filming, Contractor shall remove all of Contractor's sets, structures, and other materials and equipment from the Campus, and restore and leave the property in a condition comparable to its condition prior to filming. Any equipment, supplies or effects of the Contractor remaining on the Campus for more than 48 hours after the expiration of this Agreement, without prior written permission of Connecticut College, shall be deemed abandoned and may be disposed of by the College at its sole discretion, and the College may assess a storage fee after a reasonable time if the Contractor fails to retrieve said property. If the College grants written permission to store equipment, supplies or effects, Contractor will not hold Connecticut College responsible for protecting and preserving such items.
- f. Conduct, safety during Project. Contractor agrees to be responsible for the conduct of those in attendance during filming at the contractor's invitation or request during the Contractor's use of the designated facilities. This includes insuring that those in attendance refrain from profanity and do not otherwise disrupt College business.

- Contractor shall take reasonable care to protect the physical safety and health of participants in the Project and spectators.
- g. Damage to College property. Contractor agrees to be responsible for the payment of any and all damages to the building, furnishings, fixtures, equipment or other College property caused by the Contractor, its officers, employees, agents or guests.
 - h. Compliance with law and College policies. Contractor agrees to comply with applicable federal, state, and local laws, including laws regarding alcohol and illegal drugs. Contractor further agrees to comply with established College policies, including the provisions contained in the attached “Guidelines for Filming on the Connecticut College campus.” Violations of the law or College policies shall be a sufficient cause for the College to terminate this Agreement.
 - i. No smoking. Contractor understands and agrees that smoking is not permitted in any building on the Campus.
 - j. Non-discrimination. Contractor shall not discriminate or permit discrimination against any persons on the grounds of race, color, sex, sexual orientation, age, religion, national or ethnic origin, visible or invisible handicap, status as a disabled veteran or veteran of the Vietnam era, or in any manner prohibited by laws of the United States or the State of Connecticut.
 - k. Use of College marks. Contractor shall not use the name Connecticut College, the Connecticut College seal, any other Connecticut College trade name, trademark or other designation, or any iconic or signature buildings at the College, in any advertising, promotion, marketing or press materials or any other context, without the prior written consent of the College’s Office of Communications.
 - l. Anyone filming on campus must secure written consent from anyone who is filmed or photographed and respect the wishes of those who do not wish to be filmed. This includes Connecticut College students, faculty or staff designated as extras/interviewees. Approval must be secured by the film crew in advance, in the form of a signed waiver.
 - m. College supervision. Contractor agrees that the College may, in its discretion, exercise supervision over the filming to the extent necessary to ensure that the College’s facilities are being used in a manner that is consistent with College policies and applicable law and is not causing damage or unreasonable risk to persons or property.
 - n. Presence of College personnel. Contractor agrees that the College may designate certain employees and students of the College who may be present during filming, provided that the College shall exercise its best efforts to advise Contractor of those employees and students who may be present and to avoid interference with the work and activities of the Contractor.

- o. Contractor screening and certification. The Contractor shall certify in writing to the College that prior to its officers, employees, agents or guests' arrival, a criminal background check, and check of the National Sex Offender Registry and the Connecticut Sex Offender Registry will be conducted on all who may be present during filming on the campus of Connecticut College. The screening must be done no less than annually or more frequently if the Contractor has reason to believe that an individual's status may have changed. The Contractor shall also certify in writing to the College that it will not permit any officers, employees, agents or guests who have been convicted of a felony, have a current felony charge or who are on the National or Connecticut Sex Offender Registry to be present before, during or after filming at the College without specific written authorization from the College. Failure to provide the required certifications or knowingly making a false certification constitute a default under this contract and are good cause for the College to terminate the contract.
- p. No assignment. Contractor shall not assign or sublet Connecticut College facilities or any right under this Agreement, including the Agreement itself (other than Contractor's rights in the recordings and photography taken under this Agreement), without the prior written approval of Connecticut College.

8. Miscellaneous provisions

- a. Waiver. No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.
- b. Severability. The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.
- c. Default. In the event of a default or dispute over compliance with any term in this Agreement, including non-payment, Contractor shall be responsible for and agrees to pay and/or reimburse the College for any and all legal fees, costs, and expenses incurred by the College in the negotiation, resolution, enforcement of any terms or conditions of this Agreement and collection of any sums due the College. Contractor agrees that these fees, costs, and expenses shall be due the College regardless of whether it resorts to the use of the judicial process to enforce the obligations under this Agreement. Any such fees if not paid within thirty (30) days of demand for payment shall accrue interest at the rate of five percent (5%) per annum, simple interest, based on a year of 365 days and compounded quarterly.
- d. Term; Termination. The term of this Agreement begins on the date of last signature, and will terminate . This contract may be terminated by mutual consent of both parties. Either party may terminate this Agreement by providing 48 hours advance written notice to the other party. If Contractor terminates, any amounts due to the College under Sections 2 and 3 of this Agreement shall be paid prior to termination. Notice of termination must be in writing and delivered by certified mail

- or in person. The College retains the right to cancel the contract if filming is not consistent with the stated purpose as outlined in this contract. If the requested filming locations are needed for an educational purpose or in case of emergency the \$250 per day fee would be refunded.
- e. No Third Party Beneficiaries. Contractor and the College are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give, any benefit or right, whether directly, indirectly, or otherwise, to third persons.
 - f. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Connecticut, without reference to conflicts of laws principles, and the parties agree to submit to the jurisdiction of the courts of Connecticut to resolve any dispute arising under or related to this Agreement.
 - g. Counterparts. This Agreement may be executed in several counterparts, by facsimile or otherwise, all of which when taken together shall constitute one contract binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.
 - h. Force Majeure. Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, war or a similar event which is beyond its reasonable control. The affected party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.
 - i. Notices. All notices or other communications under this Agreement shall be sufficiently given when delivered or mailed postage prepaid to the parties' authorized representatives as identified from time-to-time by the parties.
 - j. Entire Agreement. This Agreement constitutes the entire understanding of the parties and supersedes any and all prior or contemporaneous representations or agreements, whether written or oral, between the parties, and cannot be amended, changed or modified unless in writing signed by the parties hereto.

AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR (NAME AND TITLE)

AUTHORIZED REPRESENTATIVE OF THE CONTRACTOR (SIGNATURE)

STREET ADDRESS

CITY, STATE, ZIP CODE

BUSINESS TELEPHONE

HOME TELEPHONE

DATE

FAX NUMBER

FEDERAL IDENTIFICATION NUMBER

(IF TAX-EXEMPT, PLEASE ATTACH COPY OF EXEMPTION CERTIFICATE)

AUTHORIZED REPRESENTATIVE OF CONNECTICUT COLLEGE (NAME, TITLE, DATE)

AUTHORIZED REPRESENTATIVE OF CONNECTICUT COLLEGE (SIGNATURE)

THIS CONTRACT SHALL BE RETURNED TO:

Connecticut College
Office of Communications
270 Mohegan Avenue
New London, Connecticut 06320
ATTN: Julia Ferrante

On or before: If this contract is not returned by Connecticut College may decline to accept it and may declare it null and void.