

# USC Campus Filming Office

## Production Contract

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This agreement is entered into on ***DATE*** between the UNIVERSITY OF SOUTHERN CALIFORNIA, a California non-profit corporation (“University” or “USC”) and ***COMPANY*** (“You” or “Your”), for the **PHOTO SHOOT/VIDEO/FILM** entitled, “***SHOW – EPISODE #/NAME***”.

### RECITALS

- A. The University is a non-profit corporation organized for educational purposes.
- B. You desire to obtain permission to photograph **EXERIOR/INTERIOR** scenes only of the locations listed below, only for a one-time use, and only for this **PHOTO SHOOT/VIDEO SHOOT/FILM**. The University is willing to allow such filming upon the terms and conditions set forth in this agreement.

### AGREEMENT

1. **DATES AND TIMES.** The University hereby grants you a license to come on to the grounds of the University on ***DATES AND TIMES***, at the conclusion of which time all equipment must have been removed from the campus. This license grants you the right to film in the following areas, during the following times, only:

- 1. LOCATION 1, TIME***
- 2. LOCATION 2, TIME***
- 3. LOCATION 3, TIME***

You agree to adhere to the aforementioned time schedule and understand that we may not be able to accommodate you should you deviate from these times or locations. This includes, but is not limited to, entering a location, whether internal or external, prior to the agreed upon time.

2. **LOCATION MODIFICATIONS.** You understand that you may not drill, nail, glue or alter any Campus property in any way without permission from the USC Campus Filming Liaison. If this permission is granted, you understand that you must return

property to its original state. The following requests for their respective locations were approved by the USC Campus Filming Office:

***LOCATION – description of approved modification***

***LOCATION – description of approved modification***

3. **SOUND CONFLICTS.** As USC is an active, working university, there may be unforeseen sound conflicts on campus that may not be able to be stopped, despite the Campus Filming office's best efforts to ensure as quiet a location as is feasible. These conflicts may include, but are not limited to, construction, traffic and campus activities.

4. **USE OF USC MARKS/COLORS, ETC.** You will not be permitted to photograph or use any written signs or any other evidence that, directly or indirectly, identifies the University or any building name. This includes:

- Use of the University's name or the name of any building owned by, or found on the USC campus, in spoken word or in written manner;
- Have the words "Southern California," "USC," "SC," "Trojan," "Troy," or any variation thereof used in the fictitious school's name or when referencing the school;
- Make reference to the fictitious school being located in "Los Angeles" or "L.A."
- Use of cardinal and gold together or any shade of red and yellow together as the fictitious school colors; and
- Use a school mascot that resembles a Trojan warrior, a horse, or other identifiable indicia of USC.

5. **SCRIPT APPROVAL.** You agree that you have submitted a final shooting script for approval by the Campus Filming office. The Campus Filming office agrees that it has approved the script dated **DATE**. Any material script changes or additions, including the title as noted in this contract, must be brought to the attention of the Campus Filming liaison immediately. Scripts can be rejected on the basis of drug usage, excessive violence, rape, excessive obscene language, gratuitous nudity or sexually explicit scenes or anything that USC finds to denigrate education, faculty, staff or students.

6. **CREW BEHAVIOR:** You agree that all personnel in any way connected with the production, who are brought onto the USC campus, will abide by all University regulations regarding alcohol, smoking and offensive language or behavior. Smoking is limited to designated areas and there is no smoking whatsoever inside any of the buildings. USC reserves the right to have anyone associated with the production ejected from the campus for disrupting the operation of the University or for being offensive (including, but not limited to, offensive language, offensive clothing or offensive items seen in production vehicles) to students, faculty, staff, administrators, or any visitors to the USC campus.

7. **DAMAGE.** Should any property be damaged during production, you agree to have it repaired or replaced, or to pay the University to repair or replace, as determined solely by the University.

8. **INSURANCE.** You agree to name the University of Southern California as additional insured on a certificate of insurance for not less than One Million Dollars (\$1,000,000) when filming on the campus, and no less than Two Million Dollars (\$2,000,000) when filming at the Galen Center, with a (30) thirty-day cancellation notice. A copy of this certificate of insurance must be provided to the USC Campus Filming Office no less than one day prior to the first day of production (prep or shoot). This certificate of insurance is to cover any damage to property or persons that may be caused by your crew or employees during the time of production on the USC campus.

9. **ORDINANCES AND REGULATIONS.** You and your crew agree to comply with all applicable local, county and state building and safety ordinances and regulations. Should production efforts prove exceptionally disruptive to the functions of the University, the University has the authority to rescind the license and terminate this agreement.

10. **OWNERSHIP.** The University agrees that you will be the sole and exclusive owner of photographic product that features the USC campus and sound recordings made hereunder. This product may be distributed, exhibited, and advertised throughout the world, at any time and by means of any and all media. It is the University's understanding that you intend to use the product, but nothing in this Agreement obligates you to do so. Accordingly, in no event shall the product revert to the University.

11. **INDEMNIFICATION.** You agree to indemnify and hold harmless and defend the University from any and all loss cost, liability, damage, and expense, including reasonable attorney's fees, arising under the terms of this Agreement and out of the exercise of the License.

12. **LEGAL DAMAGES.** To the maximum extent permitted by law, in no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

13. **ADDRESS.** Neither this agreement nor any interest herein may be assigned to either you or the University without the prior consent of the other, and any purported assignment without consent shall be void. Any notice, request, instruction or other document shall be in writing and delivered personally or sent by registered or certified mail, postage prepaid to you at:

**PRODUCTION COMPANY**  
**ADDRESS 1**  
**ADDRESS 2**  
**Attn: PRODUCTION CONTACT**

and to the University of Southern California at:

USC Campus Filming Office  
3334 S. Grand Ave., CAL 140  
Los Angeles, California 90089-2218  
Attn.: Torie Daves  
Director, Campus Filming

Should a change of address occur during the term of the license, both parties agree to notify the other, in writing, of the new address.

14. **AGREEMENT.** This agreement shall be construed to be in accordance with and governed by the laws of the State of California. This contract and the estimate constitute the entire agreement between you and USC and supersede any prior agreements, whether written or oral, regarding the matters set forth in this agreement.

**We agree to abide by everything established in this agreement and the estimate.**

By: \_\_\_\_\_  
UNIVERSITY OF SOUTHERN CALIFORNIA

Date \_\_\_\_\_

By: \_\_\_\_\_  
**PRODUCTION COMPANY**

Date \_\_\_\_\_

"PRODUCTION NAME" (DATE)