

48 Hour Shootout

Shoot Out – Ohio University
School of Media Arts and Studies - Location Release Form

THIS FORM MUST BE FILLED OUT FOR EVERY OFF-CAMPUS LOCATION

Agreement entered into this _____ day of _____, 20_____, by and between the School of Media Arts and Studies and _____ ("Grantor").

1. IDENTITY OF VIDEO PRODUCTION LOCATION:

Grantor hereby agrees to permit the School of Media Arts and Studies to use the property located at _____ ("Property") in connection with the video currently entitled _____ ("Video") for rehearsing, photographing, filming, and recording scenes and sounds for the Video. The School of Media Arts and Studies may exhibit, advertise, and promote the Video or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries of the world and in perpetuity.

2. RIGHT TO ACCESS: The School of Media Arts and Studies shall have the right to bring personnel and equipment (including props and temporary sets) onto the Property and to remove same after completion of its use of the Property, hereunder. The School of Media Arts and Studies shall have the right but not the obligation to photograph, film, and use in the Video the actual name, if any, connected with the Property or to use any other name for the Property. If the School of Media Arts and Studies depicts the interior(s) of any structures located on the Property, Grantor agrees that the School of Media Arts and Studies shall not be required to depict such interior(s) in any particular manner on the Video.

3. TIME OF ACCESS: The permission granted hereunder shall be for the period commencing on or about _____ and continuing until _____. The period may be extended by the School of Media Arts and Studies if there are changes in the production schedule or delays due to weather conditions. The within permission shall apply to future retakes and/or added scenes.

4. PAYMENT: For each day the School of Media Arts and Studies Producer uses the location, it shall pay Grantor the sum of \$_____ in consideration for the foregoing.

5. ALTERATIONS TO LOCATION: The School of Media Arts and Studies agrees that (with Grantor's permission) if it becomes necessary to change, alter or rearrange any equipment on the Property belonging to Grantor, the School of Media Arts and Studies shall return and restore said equipment to its original place and condition, or repair it, if necessary. The School of Media Arts and Studies agrees to indemnify and hold harmless parties arising from the School of Media Arts and Studies use hereunder of the Property (unless such liabilities, damages, or claims arise from breach of Grantor's warranty as set forth in the immediately following sentence) (and from any physical damage to the Property proximately caused by the School of Media Arts and Studies, or any of its representatives, employees, or agents). Grantor warrants that it has the right and authority to enter this Agreement and to grant the rights granted by it herein. Grantor agrees to indemnify and hold harmless the School of Media Arts and Studies from and against any and all claims relating to break of its aforesaid warranty.

6. NO KICKBACKS FOR USE: Grantor affirms that neither it nor anyone acting for it gave or agreed to give anything of value to any member of the production staff, anyone associated with the Video, or any representative of the School of Media Arts and Studies, or any television station or network for mentioning or displaying the name of Grantor as a shooting location on the Property (except the use of the Property, which was furnished for use solely on or in connection with the Video).

7. BILLING CREDIT: Grantor acknowledges that any identification of the Property which the School of Media Arts and Studies may furnish shall be at the School of Media Arts and Studies' sole discretion and in no event shall said identification be beyond that which is reasonable related to the content of the Video.

8. RELEASE: Grantor releases and discharges the School of Media Arts and Studies, and its employees, from any and all claims, demands, or causes of actions that Grantor 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.

The undersigned represents that he/she is empowered to execute this Agreement for Grantor.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures.

School of Media Arts and Studies (Name)

Grantor (Name)

Date

Date