



SOUTHERN OREGON UNIVERSITY LOCATION USE AGREEMENT

This Location Use Agreement ("Agreement"), dated _____, is made by and between Southern Oregon University, an Oregon public University with a governing board, ("SOU"), and _____ ("Owner"). The Parties agree as follows:

1. **Permission to Film.** Owner gives SOU permission to film, video, photograph and/or make sound recordings, on _____ (date and, if applicable time) at _____ ("Location"), which is owned or otherwise controlled by Owner, relating to projects for the students' course of study at SOU.** Owner understands that such filming shall require SOU to bring film, video, photography and sound recording equipment and support personnel to Location. *Unless otherwise agreed upon in writing, Owner shall not charge SOU any use fee or other fee for the activities described in this Agreement.*
2. **Ownership.** Owner shall not have any ownership rights or intellectual property rights to the footage or finished products related to this Agreement. This waiver by Owner of ownership and intellectual property rights includes all media and mediums in which the resulting footage may be used, including use for film, television, on-line media, and all other media for which the film might be used now or in the future. SOU students shall have the right, control, and sole discretion to shoot the location and then use the film and resulting materials in whatever manner they deem appropriate for the purposes of their project in any film, sound recording or other media. At Owner's request, SOU shall provide Owner a courtesy copy of any finished work.
3. **Damage, Loss, & Injury.** SOU assumes responsibility for, and will compensate Owner for, any damage to Owner's property which may occur as a result of filming work, crew or equipment movement. Owner shall compensate SOU for stolen equipment or other security-related incidents only if caused by Owner's (or Owner's agents') gross negligence or willful misconduct.
4. **Insurance.** SOU will issue a Certificate of Insurance for any and all insurance policies impacting, or relevant to, SOU's activities pursuant to this Agreement. Owner shall be listed as Additional Insured under SOU's General Liability Policy with regard to such Certificate of Insurance.
5. **Miscellaneous.** This Agreement shall be governed in all respects by the substantive laws of the State of Oregon. Exclusive jurisdiction of any action or proceeding relating to or arising under or in connection with this Agreement shall be brought in Jackson County, Oregon for claims arising under state law, or if claims must be brought in federal court then such claims shall be



brought in the District of Oregon. This Agreement embodies the entire understanding between and among the parties, and may not be amended or changed in any way except by written instrument signed by both parties. If any portion of this Agreement is held to be illegal, invalid or unenforceable, it is the express intention of the parties that the remainder of this Agreement shall not be affected thereby. This Agreement may not be assigned without the written consent of the non-assigning party. No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the party to be charged thereby.

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

FOR SOUTHERN OREGON UNVIERSITY:

FOR OWNER:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

** This Agreement relates to the student's course of study as described below. To the extent that Owner has any questions or concerns prior to signing this Agreement, Owner should contact the course instructor or designated program representative.

Course of Study: Communications 315 "Location Shooting for Film & Video" {1565-2017}

Instructor/Designated

Program Representative: Andrew Gay

Office Phone: 541-552-6669

Email: andrew.gay@sou.edu