

**FACILITIES USE AGREEMENT
FOR PURPOSES OF A MOVIE SHOOT LOCATION
BETWEEN
THE UNIVERSITY OF MAINE SYSTEM
AND**

THIS AGREEMENT is effective as of the ___ day of _____, 20__ (“the Effective Date”), by and between the University of Maine System acting on by and through the University of _____, (“University”), which is a body politic and corporate and an agency and instrumentality of the State of Maine, and _____ (“Producer”), which maintains a primary place of business or a location at _____, _____. University and Producer shall be known collectively as “the Parties” and singularly as “a Party” or “the Party.” This Agreement incorporates by reference the attached exhibits and expressly includes any additional terms, procedures, policies, and conditions that are set forth in the exhibits, as if set out in this document. This document and the exhibits shall be known collectively as “this Agreement” or “the Agreement.”

1.0 **Grant for use of Premises.** University grants permission to Producer for use of the following University facilities (collectively, “the Premises”), which are listed in this document and described with specificity in the attached **Exhibit A**, which is hereby incorporated by reference.

1.1 _____

1.2 _____

1.3 _____

1.4 _____

1.5 _____

1.6 _____

PRODUCER UNDERSTANDS AND AGREES THAT THE ABOVE LISTED PREMISES SHALL BE THE ONLY LOCATIONS FOR WHICH THE UNIVERSITY HAS GRANTED PERMISSION FOR THE USE.

2.0 **Purpose(s) for the use.** Producer further understands and agrees that University’s grant of Permission for Use extends only to the following purpose(s):

2.1 **Changes to Premises.** University acknowledges that Producer requires certain changes to be made to the premises. As such, University grants permission for those changes described with specificity in **Exhibit B**, which is hereby incorporated by reference. The listed changes shall be considered incidents of the Use.

2.2 **Limitations on Changes.** Producer shall not attempt or accomplish, in whole or in part,

any revisions, remodeling, or any other structural adjustments or changes to the Premises not listed in **Exhibit B**. Producer further agrees to remit payment, as determined and assessed by University, for any additional revisions, remodeling, or any other structural adjustments or changes to the Premises that are attempted by Producer or its employees, personnel, agents, contractors, or subcontractors.

- 2.3 **Restoration of the Premises.** At the conclusion of each Use Period, Producer shall remove all equipment and materials placed on the Premises by Producer and shall restore the Premises to the same condition as when Producer commenced Use of the Premises, unless otherwise agreed by the Parties in writing.
- 2.4 **Non-Interference with Campus Activities.** Producer shall not disrupt, impede, or otherwise disturb campus activities, including but not limited to classroom activity, pedestrian and vehicular traffic, or sports events. If, within the sole discretion of University, any of Producer's activities is deemed to be a threat to the safety or welfare of University students, employees, or personnel, Producer shall immediately cease the activity, after such a request is made by University personnel.
- 2.5 **Execution of Releases.** Producer shall be responsible for obtaining a signed release from any individual, other than employees, agents or personnel of Producer, whose likeness will be displayed in any product of the Use.
- 2.6 **Compliance.** Producer shall not conduct, permit or agree to any unlawful, improper or offensive use of the Premises or any use thereof contrary to any law, regulation or ordinance now or hereafter made, or which shall be injurious to any person or property, or which shall endanger or affect any insurance on the said Premises or to increase the premium thereof. Producer understands and agrees that the use of alcoholic beverages is not allowed on the Premises at any time. Producer shall secure at its expense all licenses and permits required for the use of the Premises under this Agreement.
- 2.7 **Equipment.** Producer agrees to reimburse the University for any loss, theft or damage of University facilities or equipment caused by Producer, its employees, agents, or contractors, during the time the Producer has use of the Premises. In the event of a loss, the Producer agrees to pay any applicable deductible or loss even if the loss is covered by insurance. Producer agrees that the University shall not be responsible for any damages, theft or loss of personal property or equipment suffered by Producer, its employees, agents, or contractors, in connection with Producer's use of the Premises under this Agreement.
- 2.8 **Personnel.** Producer agrees that it will provide all personnel needed for the "Use of Premises," including security personnel. All personnel provided by Producer shall be considered and shall remain employees or agents of the Producer for all purposes, including, but not limited to, Worker's Compensation. Such personnel shall not be considered employees of the University for any purpose. Producer will be responsible for compliance with all applicable laws, rules, and regulations involving, but not limited to, employment, labor, hours of work, working conditions, workers' compensation, payment of wages, payment of taxes, such as unemployment, social security and other payroll taxes.
- 3.0 **Term for Use of the Premises.** Producer shall be permitted to use the Premises for the following periods (singularly, "a Use Period," collectively, "the Use Periods"), all of which shall together

constitute the Term of this Agreement.

3.1 from _____ 20____, at _____[a.m.][p.m.], on which date and time loading in may commence, through _____, 20____, at [a.m.][p.m.], on which date and at which time load-out must be completed.

3.2 from _____ 20____, at _____[a.m.][p.m.], on which date and time loading in may commence, through _____, 20____, at [a.m.][p.m.], on which date and at which time load-out must be completed.

3.3 from _____ 20____, at _____[a.m.][p.m.], on which date and time loading in may commence, through _____, 20____, at [a.m.][p.m.], on which date and at which time load-out must be completed.

Any Use Period shall not be extended for the occupancy or use of the Premises or for the installation or removal of equipment without the written permission of University's authorized representative, and all additional time shall be paid according to the schedule of fees as established from time to time by University.

4.0 Fees, Payments, Accounting

4.1 **User Fees.** Producer shall pay deposits and fees that are itemized in **Exhibit C**, which is hereby incorporated by reference, for Use of the Premises.

4.2 **Payment.** Upon execution of this Agreement by Producer, Producer shall pay to University the sum of _____ dollars and no cents (\$ _____00), which shall be withheld to offset any amounts owed to University by Producer. Balance of charges for Use of the Premises, in the amount of _____ dollars and no cents (\$ _____00), is due and payable to the University before any activity of Producer is allowed in or around the Premises.

4.3 **Unpaid Amounts.** Any amounts not paid by Producer when due shall bear interest at the rate of the lesser of (i) the maximum percentage allowed under federal or state law or (ii), eighteen percent (18%) per annum until paid. If University should, after such amount is due, place it in the hands of an attorney for collection, or if collected by suit or through any other legal proceeding, Producer shall pay University its expenses incurred in connection with such collection, including reasonable attorney's fees.

4.4 **Charge Estimates.** Producer understands that labor charge estimates are based on the scheduled duration of the Use. Total actual costs may vary. Producer will be invoiced for any additional costs incurred or will be issued a refund, in the event expenses are less than the amount partially paid.

4.5 **Security Expense.** Expenses for police personnel, if any, are estimated as a courtesy to Producer. All such funds will be remitted by Producer directly to the University of _____ Public Safety Department and delivered to the following: University of _____, _____, _____, ME _____.

4.6 **Payment Procedure.** Producer agrees to and shall pay all amounts due under this Agreement by certified check or bank cashier's check, payable to the University of

_____, _____, ME, _____.

- 4.7 **Financial Records.** Producer agrees to keep proper financial records regarding the transactions made pursuant to this Agreement for a period of four (4) years following expiration or termination of the Agreement. Producer further agrees that University's designee may examine these records during regular business hours, after giving reasonable notice to Producer.
- 5.0 **Termination.** The Agreement may be terminated on the first to occur of the events specified in this section 5.0. All notices required under the termination provisions of the Agreement shall be given in accordance with the notice provisions set forth in this Agreement.
- 5.1 **Destruction of or Damage to Premises.** In the event that the Premises, or any portion thereof, are destroyed or damaged by fire or other calamity prior to the commencement of any Use Period, so as to prevent the Use, as contemplated by this Agreement, or if the Premises cannot, at the commencement of any Use Period, be utilized for the intended purpose because of strikes, acts of God, national emergency or other situations beyond the control of either of the Parties, then either Party may terminate this Agreement by written notice to the other Party, with no resultant charge or liability to either Party.
- 5.1.1 **Refund, Net of Expenses.** In the event Producer has made any payment to University pursuant to Section 4 of this Agreement, such amount, minus expenses incurred by University on behalf of Producer, shall be returned to Producer.
- 5.1.2 **Decision regarding Usability.** Any decision with respect to whether the Premises are usable or not, whether as a result of damage, destruction, or an event beyond the control of either Party, or otherwise, shall be made solely by University.
- 5.2 **Mutual Agreement.** In the event University and Producer mutually agree in writing, the Agreement may be terminated on the terms and date stipulated in the writing.
- 5.3 **Termination by Default.** In the event either Party shall give notice to the other that such other Party has substantially defaulted in the performance of any obligation under the Agreement, and such default shall not have been cured within seven (7) consecutive days following the receipt of such notice by the Party who is alleged to be in default, the Party giving such notice shall have the right to immediately terminate the Agreement.
- 5.4 **Termination for Cause.** University may, without further notice, terminate this Agreement immediately if Producer (i) petitions for reorganization under the Bankruptcy Code, or is adjudged bankrupt; (ii) becomes insolvent or a receiver is appointed due to the insolvency; or (iii) makes a general assignment of its assets or business for the benefit of its creditors.
- 5.5 **Termination without Cause.** In the event either Party shall, with or without cause, at any time give to the other not fewer than 14 (fourteen) calendar days' advance written notice prior to the initial Use Period set forth in Section 3.0 of this Agreement, the

Agreement shall terminate on the future date specified in such notice.

5.6 **Effects of Termination.** Upon termination of the Agreement, as provided above, neither Party shall have any further obligation hereunder, except for (i) obligations accruing prior to the date of the termination and (ii) obligations, promises, or covenants contained herein that are made expressly to extend beyond the term of the Agreement.

6.0 **Insurance and Indemnification.** The indemnification obligations contained in this Section 6.0 shall survive termination of the Agreement.

6.1 **Insurance.** For the entire Term of this Agreement, including all Use Periods, and for purposes of indemnification obligations that are specified to survive termination or expiration of the Agreement, Producer shall obtain, at its sole expense and at no cost to University, the following coverage and shall maintain such coverage in full force and effect, with the understanding that nothing in this Section 6.0 regarding indemnification obligations shall be construed to limit the application of insurance procured by Producer or required by this Agreement.

6.1.1 **Workers' Compensation.** Workers' Compensation covering all personnel of Producer who provide services that arise out of or are rendered pursuant to the subject matter contemplated by this Agreement, at the statutory limits in effect as of the Effective Date of this Agreement and as modified from time to time by the regulatory body or insurance carrier charged with administering Workers' Compensation;

6.1.2 **Commercial General Liability.** Commercial General Liability including operations, and contractual liability, in the combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate;

6.1.3 **Automobile Liability.** Comprehensive Automobile Liability Insurance in the combined single limit of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate.

6.2 **Additional Named Insureds, Subrogation.** With the exception of the Workers' Compensation Policy, the University of Maine System shall be an additional named insured on all policies.

6.3 **Certificates.** At least thirty (30) days prior to the first Use Period of this Agreement, Producer shall furnish the University of Maine System Risk Manager with certificates of insurance in a form acceptable to the University certifying that Producer carries the foregoing insurance Policies and coverage. The certificates shall be sent to the Risk Manager at the following address:

University of Maine System Risk Manager
16 Central Street
Bangor, ME 04401

6.4 **Notification.** The insurance policy or policies shall contain a covenant by the insurance company issuing the same that they will not be canceled unless a thirty (30) day prior written notice of cancellation is given to the Risk Manager of the University of Maine System. In the event Producer receives notice of insurance cancellation of any of the policies required under this Agreement, the Producer shall obtain a policy of insurance with the same limitations and coverage from an insurance carrier acceptable to University prior to the effective date of cancellation. If Producer fails to obtain such an insurance policy, the omission shall be considered a material breach of this Agreement, entitling University to invoke the termination provisions of this Agreement.

6.5 **Indemnification by Producer.** Producer agrees to and shall indemnify and hold harmless University, its Board of Trustees, officers, agents, employees, students, and personnel from and against any and all claims arising out of or related to performance of this Agreement, including all expenses of litigation, court costs, and attorneys' fees which the University may become liable to pay or defend, arising from or related to the acts, intentional acts, defamatory acts, omissions, negligence, or gross negligence of Producer and/or any employees, agents, contractors, or personnel provided by Producer pursuant to the Agreement.

7.0 **Ownership, attribution, Credits.**

7.1 Producer, its successors, assigns and licensees, shall have the unlimited, irrevocable, perpetual rights to use, reproduce, exhibit and otherwise exploit any product of the Use, and University shall have no claim or right to any such product.

7.2 Producer shall have the right to attribute to the Premises a fictitious name or events and shall further have the right to attribute to the Premises any name, likeness, and/or logo to any location (whether fictitious or not).

7.3 Producer agrees to acknowledge that segments of the movie were shot on location at the University of _____ in _____, Maine. Producer shall not otherwise use the name and/or logo of the University in any other manner without the prior written consent of the University to such use.

8.0 **Miscellaneous**

8.1 **Cumulative rights.** All rights, remedies, obligations, undertakings, warranties, representations, and covenants contained herein shall be cumulative, and none of them shall be in limitation of any other right, remedy, obligation, undertaking, warranty, representation, or covenant of either Party.

8.2 **Assignment.** No assignment of the Agreement or the rights and obligations hereunder shall be valid without the prior written consent of the non-assigning Party.

8.3 **Amendment.** Except as otherwise expressly provided herein, no amendment or variation of the terms of the Agreement shall be valid unless in writing and signed by authorized representatives of both University and Producer.

8.4 **Governing Law.** The Agreement shall be construed and governed according to the laws of the State of Maine, without giving effect to its conflict of laws provisions, and venue

for any claim or proceeding shall be in _____, _____
County, Maine.

8.5 **Notices.** Except as otherwise expressly provided herein, all notices required or permitted to be given under the Agreement must be in writing and must either be delivered personally to the designated agent of the Party to whom the notice is directed, or be mailed by registered or certified mail, return receipt requested, addressed as shown below:

University:

Producer

_____	_____
_____	_____
_____	_____
_____	_____

8.6 **Compliance with laws, regulations, enforcement opinions, policies.** This Agreement shall be performed in accordance with University policies and with applicable laws of the State of Maine and, to the extent applicable, all federal laws and all rules and regulations of any regulatory body or officer having jurisdiction over the Parties and/or subject matter of this Agreement.

8.7 **Marketing and publicity.** Except as otherwise provided in this Agreement, neither Party shall advertise or otherwise use the corporate name, trade name, fictitious business name, trademarks, service marks, and/or symbols of the other without its prior express written consent.

8.8 **Authority.** Each individual executing this Agreement on behalf of any Party expressly represents and warrants that he/she has authority to do so, and thereby to bind the Party on behalf of which/whom he/she signs, to the terms of this Agreement.

8.9 **Severability.** If any part of the Agreement should be determined to be invalid, illegal, void, inoperative, or contrary to applicable law, statute, regulation, or University policies, that part of the Agreement shall be reformed, if reasonably possible, to comply with the applicable provisions of law, statute, regulation, or University policy, and, in any event, the remaining parts of the Agreement shall be fully effective and operative insofar as reasonably possible.

8.10 **Waiver.** A waiver by either Party or the breach or violation of any provision of the Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the Agreement.

8.11 **Force majeure.** Except as otherwise provided in this Agreement, neither Party shall be liable nor deemed to be in default for any delay or failure in performance under the Agreement or other interruption of service deemed resulting, directly or indirectly, from acts of God, acts of public enemy, war, accidents, fires, explosions, hurricanes, floods, failure of transportation, strikes, or other work interruptions by either Party's employees, or any similar causes beyond the reasonable control of and without the negligence of either Party.

- 8.12 **No third party beneficiaries.** This Agreement is entered into by and between the parties hereto and for their benefit. There is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- 8.13 **Non-assumption of liabilities.** The Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- 8.14 **Relationship of the parties.** It is expressly acknowledged by the parties to the Agreement that Producer is an independent contractor, and nothing in this Agreement is intended to nor shall be construed to create an employer/employee relationship, a joint venture relationship, a partnership, a borrowed-servant relationship or a landlord/tenant relationship between the Parties. Further, neither Party shall have the authority, not shall represent to a third party that it has such authority, whether actual or apparent, express or implied, to bind the other Party, unless such authority is expressly granted by the terms or conditions of this Agreement.
- 8.15 **Entire Agreement.** The Agreement constitutes the entire Agreement between the Parties regarding the subject matter hereof and supersedes any and all other agreements, understandings, negotiations, or representations, whether oral or written, between the Parties.
- 8.16 **Agreement Execution.** Each multiple original of this Agreement shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.
- 8.17 **Non-discrimination.** Producer shall not discriminate and shall comply with applicable laws prohibiting discrimination on the basis of race, color, religion, sex, sexual orientation, including transgender status or gender expression, national origin or citizenship status, age, disability, or veteran status. The University encourages Producer in the employment of individuals with disabilities.
- 8.18 **Binding Effect.** This Agreement shall be binding upon, and shall extend to the benefit of, the parties hereto and their respective permitted successors and assigns.
- 8.19 **Contacts.** The contact for University is _____, who may be reached at the following phone number (207) _____, and at the following fax number (207) _____. The contact for Producer is _____, who may be reached at the following phone number; _____ and the following fax number _____ and by pager number _____.

IN WITNESS WHEREOF, the authorized representatives of the Parties have executed this Agreement in multiple originals, which shall be effective as of the date set forth in paragraph one of this document.

UNIVERSITY OF MAINE SYSTEM

By: _____

Its _____

PRODUCER: _____

By: _____

Its _____