

THE TEXAS A&M UNIVERSITY SYSTEM  
**LOCATION AGREEMENT**

This Location Agreement (“Agreement”) is entered into as of the date of last signature hereto by and between Prairie View A&M University, a member of The Texas A&M University System, an agency of the State of Texas (“University”) and \_\_\_\_\_ (“Producer”) for Producer’s use of the Property in connection with the Project. For good and valuable consideration, the receipt of which University hereby acknowledges, University and Producer agree as follows:

1. Project Specifics:

- a. “Project” as used herein means \_\_\_\_\_.
- b. “Property” as used herein means \_\_\_\_\_.
- c. “Term” as used herein means the period commencing on or about \_\_\_\_\_ and continuing through \_\_\_\_\_.

2. University grants to Producer and its employees, contractors, agents, licensees and assigns the right: (a) to enter, remain on and occupy the Property during the Term with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project and undertaking related activities; (b) to make audio and video recordings (including without limitation photographs) on and of the Property; and (c) irrevocably, to edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as Producer may desire in connection with the Project. All rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by Producer; provided that (1) such content is made or produced in accordance with the terms and conditions of this Agreement, and (2) University grants approval in advance of use of the contents, appearance and presentation of any and all advertising, promotional or other similar materials proposed by Producer utilizing the University Marks.

3. The rights herein granted include without limitation the right to record all structures and signs located on the Property, the right to record any and all activities, conduct, and conditions occurring or existing on the Property and the right to refer to the Property by its correct name. Producer shall use good faith efforts to use accurate information when Producer identifies, refers to, mentions, or describes University during the Project (such as University’s name, mascot, location, or other information that if given incorrectly might create confusion in the marketplace). Producer shall not be obligated to produce the Project, to make any actual use of recordings made on or of the Property or to use any name connected with the Property in connection with the Project.

4. As set forth and permitted in this Agreement and in connection with the Project, University grants Producer the right to use, not to use, to re-use or reproduce, accurately University’s name, its designs, trade names, service marks, and all University trademarks and logos, mascots, characters and symbols and other identifying features of the Property that are in existence on the Effective Date of this Agreement or which will be created during the Term and that are owned, licensed, associated, or otherwise controlled by University (collectively “University Marks”). Producer agrees that it shall not graphically change, modify or distort the style and/or appearance

of any University Mark, without written approval from University. Producer agrees that nothing herein shall give Producer any right, title, or interest in the University Marks, the University Marks are the sole property of University, and any use of the University Marks by Producer shall inure to the benefit of University.

5. Producer agrees that the marketing, reproducing, exhibiting, exploiting, and other activities involving its Project bearing the University Marks will be conducted in such a way as to preserve the integrity, character, good name, reputation, and dignity of University and its Board of Regents, officers, employees, students, alumni and agents. Producer agrees that it shall not use, distribute, exhibit, or exploit University Marks outside the terms and conditions of this Agreement for commercial purposes.

6. Producer shall have access and egress from the Property to place all necessary facilities, equipment, and temporary sets and structures on the Property. Upon the expiration of the Term or at any time prior, the Producer shall remove all its facilities, equipment, and temporary sets and structures from the Property and Producer shall restore the Property, including but not limited to landscaping, buildings, fixtures, or utilities altered by virtue of this Agreement, to its original condition reasonable wear and tear excepted and such restoration shall be to the satisfaction of University and under its supervision.

7. University will provide Producer with limited access to the Property provided that the Property can be utilized without significantly disrupting or preventing normal University activities. University's representative (currently Candace Johnson is designated as University's representative for purposes of this Agreement) and Producer's representative will discuss the use of each specific facility on University Property required by Producer in connection with the Program and determine the time and manner for use of such facility in connection with the Program, so that such use does not significantly disrupt normal University functions. Notwithstanding the foregoing, access to and entry in employee and student offices; academic classrooms, laboratories, and lecture halls; and residence halls and rooms for purposes filming, videotaping, photographing and otherwise recording, shall require the approval of University's representative and the individuals occupying such facility, space, or room.

8. University has not made an inspection of the Property as to any existing defects or hazards and specifically does not make any warranty or representation of any type, kind or character, whatsoever, as to existing conditions upon said Property or as to the suitability or non-suitability of the Property for Producer's purposes. Any person entering upon Property enters at his or her own risk and impliedly accepts Property in the existing conditions. Producer shall hold harmless, defend, and indemnify University, its officers, officials, employees, and agents, and the State of Texas against and for all liability, cost, expenses, claims and damages for which University might otherwise become liable by reason of any accidents, or injuries to or death of any persons, or damage to property, or both, in any manner arising or resulting from, caused by, connected with or related to Producer's presence and activities upon the Property, regardless of how, where, or when such injury, death or damage occurs or if caused due to conditions or operation on or defects in the premises.

9. Producer shall hold harmless, defend, and indemnify University, its officers, officials, employees, and agents, and the State of Texas against any claim, lawsuit, or judgment of whatever kind, arising out of, in connection with, incident to, or caused by the filming or

exhibiting of the Project, except if caused by University's breach, negligence or misconduct. This hold harmless, agreement to defend, and indemnification provision includes, but is not limited to, except if caused by University's breach, negligence or misconduct, all claims for real or personal property damage caused by Producer, its employees, agents, assigns and subcontractors; all intellectual property issues associated with the Program (copyright, trademark, and trade name infringement); all tort claims (physical injuries, emotional injuries, disputes over University student and staff releases, invasion or privacy claims and defamation claims). This provision requires that Producer pay all costs, judgments, and reasonable outside attorney fees connected to any claim under this provision. In addition, Producer shall indemnify University, its officers, officials, employees, and agents, and the State of Texas from any claims based upon any invasion of privacy, or any improper or inappropriate use of the picture, voice, character or other representation of any person or persons, which might be incorporated in any product. The obligations of indemnification and hold harmless set out in this Paragraph shall survive for that period of time that is coincident with the duration of a viable cause of action which may be asserted against the party entitled to indemnification hereunder.

10. Producer shall use reasonable care to prevent damage to the Property and shall indemnify and hold harmless University and all other parties lawfully in possession of the Property for any claims, demands, and causes of action of any person based upon personal injuries or property damage suffered by such person resulting directly from any act or omission on Producer's part in connection with Producer's use of the Property. In the event that Producer's use of the property is prevented or hampered by weather or occurrences beyond Producer's control (including, but not limited to, weather-related delays) (each, a "Force Majeure Event"), Producer shall have the right to use the Property without any additional charge for an amount of additional time equal to the time that was not used due to the Force Majeure event, commencing at a mutually agreeable time following the end of the Force Majeure Event. The University assumes no responsibility whatever for any property brought into the Property by Producer.

11. Producer shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to University. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to Producer shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to University. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk that may be applicable to Producer under this Agreement. Producer shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Producer is not relieved of any liability or other obligations assumed

pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to University at least ten days before the effective date of the cancellation.

**Insurance:**

<b><u>Coverage</u></b>	<b><u>Limit</u></b>
<b>A. Worker's Compensation</b>	
Statutory Benefits (Coverage A)	Statutory
Employers Liability (Coverage B)	\$1,000,000 Each Accident
	\$1,000,000 Disease/Employee
	\$1,000,000 Disease/Policy Limit
<b>B. Automobile Liability</b>	
Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;	
<b>C. Commercial General Liability</b>	
Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products / Completed Operations	\$1,000,000
Personal / Advertising Injury	\$1,000,000
Damage to rented Premises	\$300,000
Medical Payments	\$5,000

The required commercial general liability policy will be issued on a form that insures Producer's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement.

D. Producer will deliver to University:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by Producer under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

**All insurance policies**, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System, The Texas A&M University System and University as Additional Insureds up to the actual liability limits of the policies maintained by Producer. Commercial General Liability and Business Auto Liability will

be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System, The Texas A&M University System and University No policy will be canceled without unconditional written notice to University at least ten days before the effective date of the cancellation.

All insurance policies will be endorsed to require the insurance carrier providing coverage to send notice to University ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Section 11.

Any deductible or self-insured retention must be declared to and approved by University prior to the performance of any services by Producer under this Agreement. Producer is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be mailed, faxed, or emailed to the following University contact:

Kyle Pope  
Jack K. Williams Administration Building, Suite 009  
College Station, TX 77843-1137  
Facsimile Number: 979-845-1203  
Email Address: Kyle.Pope@tamu.edu

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed under this Agreement.

12. Notwithstanding this agreement, the day-to-day operation, use, and management of the Property remain the responsibility and function of the University and its staff. The University reserves the right to make final decisions relating to the use of the Property and its equipment, furnishings, and fixtures.

13. Should production efforts prove exceptionally disruptive to the operations and functions of University, Producer, upon written notification by University, shall immediately cease operations until such time that Producer is able to satisfactorily demonstrate to University that it can proceed in a manner that is not disruptive to University. Approval to proceed shall not be unreasonably withheld by University.

14. Producer understands and agrees to comply with all applicable local, state, and federal laws and regulations, and University rules and regulations, including but not limited to smoking, alcohol, drug and noise regulations. University reserves the right to have any individual associated with the Project ejected from the Property for disrupting the operations and functions

of University or for being offensive or derogatory to students, faculty, administrators, or guests of University.

15. University represents that University is the owner and/or authorized representative of the Property and that University has the authority to grant Producer the permission and rights herein granted, and that no one else's permission is required. Unless University determines that Producer is in material breach of the Agreement and Producer has failed to cure the breach, University shall not be permitted to prevent or inhibit the exhibition, distribution, broadcast or other use or exploitation of any audio or video recordings made on or of the Property. University's right to enjoin the distribution, advertising, or exploitation of the Program shall survive the termination or expiration of this Agreement.

16. This Agreement expresses the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this Agreement is adjudged to be void or unenforceable, same shall not affect the validity of this Agreement or of any other provision hereof.

17. Producer shall ensure that University does not appear to directly support, endorse, or sponsor the Program or any of the Program's direct sponsors, nor any advertising adjacent to the Program without first obtaining the prior written consent of an authorized official of University. Similarly, Producer shall not permit the Program's sponsors to suggest direct support or sponsorship by University of the Program or sponsors and/or sponsors products without first obtaining the prior written consent of an authorized official of University.

18. (a) Producer acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon University's written request, Producer will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, *Texas Government Code*, to University in a non-proprietary format acceptable to University. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which University has a right of access.

(c) Producer acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

19. As between Producer and University, Producer has the sole responsibility for securing any and all necessary releases, which includes releases for all students, staff, and parents, location agreements, and permits, provided University will cooperate in good faith and provide assistance as needed. All releases will require students, staff, and parents to hold University, its officers, officials, employees, and agents harmless in connection with Producer's activities hereunder. Producer will also obtain specific releases (in a form to be provided by University) before any non-directory information on a student (under FERPA (20 U.S.C. §1232g) will be released by University to Producer. Producer shall provide copies of all releases of students, staff, and parents to University prior to production of the Program or within a reasonable period of time after securing such releases.

20. Producer understands and agrees that no University participant shall be provided preferential or special treatment with respect to admission to the University, class assignment, or course schedule as a result of the participant's association with the Project.

21. Producer agrees that it shall not knowingly or intentionally film or record in any medium: (1) un-obscured footage of any University student while such student is nude or partially nude; (2) footage of a University student(s) using illegal drugs or narcotics; or (3) footage of an underage University student(s) consuming alcohol. Producer also agrees that it shall not knowingly or intentionally encourage a University student(s) to commit a criminal act or an act that constitutes misconduct under University's Student Code of Conduct. Furthermore, Producer hereby acknowledges and agrees that it is strictly against Producer's policies to condone, encourage or participate in condoning or encouraging criminal behavior, including but not limited to, the use of illegal drugs or underage consumption of alcohol.

22. Any notices from one party to the other must be in writing and must be delivered by hand or by first class mail to the following addresses:

**University: Kyle Pope**

**Producer:**

400 Bizzell Street

Suite 009

College Station, TX 77843-1137

23. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. It is the intention of the parties to this Agreement that no third parties shall have the benefit of or any rights under any of the provisions hereof.

24. This Agreement does not create an actual or apparent agency, joint venture, partnership, or employee and employer relationship between the parties. This Agreement is governed by Texas law. Pursuant to Section 85.18 (b), *Texas Education Code*, venue for a state court suit filed against The Texas A&M University System, any component of The Texas A&M University System, or any officer or employee of The Texas A&M University System is in the county in which the primary office of the chief executive officer of the system or component, as applicable, is located. At execution of this Agreement, such county is Brazos County, Texas.

25. Failure of either party to insist upon the strict performance of any term in this Agreement will not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, or other terms.

26. If any provision of this Agreement or the application of any term or provision to any person or circumstance is invalid or unenforceable, the remainder of this Agreement, or the application of the term or provision or person or circumstances other than those as to which it is held invalid, or unenforceable, will not be effected and will continue in full force.

27. Producer expressly acknowledges that University is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by University of its right to claim such exemptions, privileges, and immunities as may be provided by law.

**University**

By: \_\_\_\_\_  
Name: Candace Johnson  
Title: Executive Director, Marketing  
Communications  
Date: \_\_\_\_\_

**Producer**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_