

## LOCATION AGREEMENT

" \_\_\_\_\_ "

### Name of Project

This Agreement is made between the BOARD OF SUPERVISORS OF LOUISIANA STATE UNIVERSITY AGRICULTURAL AND MECHANICAL COLLEGE ("LSU"), a Constitutional corporation, on behalf of its LOUISIANA STATE UNIVERSITY HEALTH SCIENCES CENTER-NEW ORLEANS (LSUHSC-NO), (collectively, "University") and \_\_\_\_\_ with its principal place of business located at \_\_\_\_\_ ("Company"), in connection with the motion picture (or television program or documentary or still photography) currently entitled " \_\_\_\_\_" ("Picture").

1. **PERMISSION:** University grants to Company permission to enter upon, photograph, record voices and videotape (collectively "Film" or "Filming") and use the Property for the periods set forth in Paragraph 5 below, and to bring all necessary personnel, equipment, vehicles and temporary sets onto the Property, for the purpose of creating the Picture, subject to limitations set forth herein. "Permission" means the right (i) to Film in any manner whatsoever connected with the Property and any signs thereon, together with access to and egress from said Property with Company's personnel and equipment for the purpose of erecting and maintaining temporary motion picture sets and structures (to the extent required by Company), and of Filming said Property, sets and structures and/or recording sound for such scenes as Company may desire; (ii) to refer to the Property or any part thereof by any fictitious name; (iii) to attribute any fictitious events as occurring on the Property; and, (iv) for production and crew parking, basecamp and such other similar logistic requirements of Company in connection with its use of the Property as set forth herein.

During its use of the Property, Company, at its expense, shall furnish for the use of its employees, actors, contractors, agents, licensees, invitees, and others on the Property at Company's request or direction cell telephones, dressing rooms or dressing facilities, water for drinking and washing, catering services, garbage and trash receptacles and removal, and such electricity and other utilities as are necessary for the proper operation of its equipment. Unless otherwise specifically authorized in writing, University's telephones and rest rooms are not available for Company's use.

Shooting of scenes on the Property shall not materially disrupt or interfere with the operation of University, and Company shall consult with University in its planning to avoid disruption. To the greatest extent possible, Filming of scenes with the most potential for disruption shall be during time periods when classes are not in session. Should production efforts prove materially disruptive to the operations and functions of the University, Company, upon written notification by University, shall immediately cease operations until such time that Company 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.

2. **PROPERTY:** "Property" means that certain real property located at and described as follows: \_\_\_\_\_ located at \_\_\_\_\_, New Orleans, Louisiana as more specifically identified in and described on the Work List attached and incorporated hereto as Exhibit "A". Any understanding with respect to any other area must be set forth in a separate written Agreement or a modification of this Agreement compliant with Paragraph 23.

3. **USE OF MARKS:** Company acknowledges that University owns several names, symbols, service marks, trademarks, and logos ("Marks") associated with each of its campuses, including Louisiana State University Health Sciences Center – New Orleans and its former University Hospital. University does **NOT** grant to Company permission to use the name of University, and/or its campuses or its signs, symbols, logos, or other Marks associated with University and/or its campuses in connection with the Picture. The name LSU and/or LSUHSC-NO or any variation(s) thereof shall **NOT** be used to indicate any support for or endorsement of any product, service or entity. Company warrants that it shall not Film or otherwise use or record any University-owned Marks in connection with the Filming or the Picture, nor shall it permit others to do so. Nothing in this Agreement shall be construed to release Company or any third party from liability should such Marks be used without University's written permission.

4. **CONSENT/RELEASE:** As a condition precedent to Filming, University and Company agree that an informed, written consent/release is required from all patients, patient's family members or friends, visitors, volunteers, students, physicians, faculty, and staff members who may be identified or identifiable in the Picture. Company agrees to indemnify the University, its officers, agents, employees, students, and invitees from and against any liability arising from Company's failure to comply with this condition precedent. Company agrees to obtain required written consent/releases consistent with this Paragraph **prior to** Filming any person.

5. **DATES:** The Property shall be available for use by Company during the following periods and for the Fees and Charges identified in Paragraph 6:

	<b>Dates</b>	<b>Total amount for all days</b>
PREP		
IDLE		
SHOOT		
HOLD		
WRAP		

Company shall remove all of its personnel and property from the Property no later than the Wrap Dates indicated in the above table. If Company or its agents, employees or contractors leave anything at the Property after the applicable end dates and fail to remove it within five business (5) days after University notifies Company of the same, then such things shall be deemed to be the property of University and University may use or dispose of such things as it sees fit, provided, however, that Company shall remain responsible for any expenses associated with removal or other disposition of any such things. University assumes no responsibility whatsoever for any property brought onto the Property by Company.

6. **FEES AND CHARGES:**

The cost to shoot at University is a combination of the University permit fee, University Coordinator staffing costs, including police and any other facilities or other miscellaneous services needed to Film.

(a) **Permit Fee:** Company shall pay a permit fee to University in the total amount of \_\_\_\_\_ (\$).

(b) The permit fee shall be paid as follows:

(i) Twenty Five Percent (25%) of the total amount of the permit fee (\$) upon the signature of this Agreement , which shall serve as a non-refundable advance payment for the reservation of the Property and shall be submitted with and become part of this Agreement ("Deposit");

(ii) Twenty Five Percent (25%) of the permit fee (\$) ) upon the commencement of Filming on the Property; and

(iii) Fifty Percent (50%) of the permit fee (\$) ) upon completion of dismantlement of Company's set.

(c) **University Coordinator Charge(s):** University designates \_\_\_\_\_ and/or employee equivalents at University to serve as University Coordinator(s) and to work with Company in coordinating its activities at the Property. In addition to the consideration above for use of the Property, Company shall reimburse University for the time spent by the University Coordinator(s) for services rendered pursuant to this Paragraph. *University Coordinator Fees will include hours spent with scouts and preparation, Filming, and wrap.*

(d) **Miscellaneous Services Charge(s):** If Company requires additional services or University provides additional services or materials to or on behalf of Company (subject to the availability of services and materials at the times requested), Company will be billed for the actual costs of those services in accordance with the fee schedule set forth in Exhibit B. Company shall pay for the services of the University Coordinator(s) and all other charges for additional services and materials provided hereunder no later than thirty (30) days after invoicing of Company by University.

(e) **Charges for Property Damage:** Company shall pay University any costs associated with damage to the Property or any other property of University or with the cleanup of the Property, which are caused by or arise out of Company's use or occupancy of the Property. Company agrees to pay any such charges pursuant to an invoice presented by University within thirty (30) days of the date of the Invoice.

(f) If Company requires additional use of the Property including, without limitation, to Film retakes or other scenes, Company may re-enter upon and again use the Property for such purpose, provided that any effort to reschedule or extend Company's use of the Property shall be subject to all requirements of this Agreement and to such additional payment and other terms as the parties may mutually agree upon.

7. CANCELLATION BEFORE FILMING: If cancellation occurs, Company is responsible for the Deposit and any labor or direct University costs accrued. University shall have the right of cancellation if Company is deemed insolvent or, in University's sole opinion, fails to perform any material term in this Agreement after having received written notice from the University of its failure to perform.

8. PHYSICAL FACILITIES: 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 Company's purposes. Any person entering upon Property enters at his or her own risk and impliedly accepts Property in the existing conditions. Company shall hold harmless, defend, and indemnify University, its officers, officials, employees, students, and agents, and the State of Louisiana 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 Company's presence and activities on 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. ALTERATIONS: University shall not be required to make any improvements to facilitate Company's use and occupancy of the Property. Company may make such alterations to the Property as reasonably necessary to facilitate its use as a location site; but, absent written consent of University, the Property shall be returned to University upon the completion of Company's use of the Property in substantially the same condition in which the Property existed immediately prior to the moment Company took possession of the Property hereunder (reasonable wear and tear excepted). University shall not have any responsibility for any costs directly relating to Company's use and occupancy of the Property including, but not limited to, the costs of providing electricity, water, gas and other utilities. Company will use reasonable care to prevent damage to the Property, and Company shall be responsible for any damage to the Property caused by Company's use.

10. INSURANCE: In no way limiting the indemnification provisions set forth herein, upon execution of this Agreement and prior to Company's use of the Property, the University must receive a Certificate of Insurance and an Additionally Insured Endorsement naming the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, its officers, officials, employees, agents and volunteers as additional insured(s). In addition to statutory workman's compensation coverage, coverage must be as follows: (a) \$5 million (all feature/television productions); (b) \$2 million (all documentary productions); and, (c) \$1 million (all still photography productions). The coverage must not be subject to cancellation without thirty (30) days prior written notice to University as provided in Paragraph 16.

11. FORCE MAJEURE: University shall not be liable to Company for any losses or damage sustained by reason of any defect, deficiency, failure or impairment of the water supply system, drainage system, or electrical system leading to or on the Property. Neither Company nor University shall be liable for failure of Filming to commence, proceed, or conclude if such failure is caused by or due to a natural disaster that affects Filming or causes physical disability to Film participants, or because of acts or regulations of public authorities other than University, civil

tumult, epidemic, interruption or delay of transportation services or any cause beyond the control of Company or University. In the event the Property is unavailable due to a force majeure occurrence, and if Filming has not begun, University and Company each shall have the independent right to terminate this Agreement. In that event, University shall refund all monies previously paid by Company, but shall retain fees and costs incurred and/or contracted for, commitments that cannot be canceled and the Deposit.

12. LEGAL COMPLIANCE WITH LAWS, RULES AND REGULATIONS: Company shall comply with all laws, ordinances and regulations adopted or established by Federal, State or Local governmental bodies and shall obtain all permits or licenses as may be required by laws, rules or regulations. In addition, Company shall obey all University ordinances, rules and regulations, including but not limited to smoking, alcohol, drug, and noise regulations. Company shall comply with the directives of the University Coordinator identified in Paragraph 6(c) with respect to the use of the Property, including but not limited to the location and storage of vehicles and equipment, crowd control, and the restoration of the Property to substantially the same condition (reasonable wear and tear excepted) after Company's use. University reserves the right to have any individual associated with the Picture ejected from the Property for disrupting operations and functions of the University or for being offensive or derogatory to students, faculty, administrators, or guests of University.

13. OWNERSHIP OF FILM: All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Property by Company shall be and remain the sole and exclusive property of Company, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Company shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Unless University determines that Company is in material breach of this Agreement and Company has failed to cure the breach, neither University nor any other party now or hereafter claiming an interest in the Property and/or interest through University shall have any right of action against Company or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, and 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.

14. UNIVERSITY'S WARRANTIES: University represents, warrants and agrees that University is the sole and exclusive legal owner of the Property and has the full right, power and authority to grant Company the rights granted to Company hereunder and no additional consent of or payment to any third party is required.

15. INDEMNITY AND HOLD HARMLESS: Company shall indemnify and hold University, its officers, officials, employees, students, and agents, and the State of Louisiana harmless from and against any and all losses, liabilities, and claims (including reasonable attorney's fees) arising out of or resulting from the willful act, fault, omission or negligence of Company or of its employees, contractors or agents in performing activities governed by this Agreement, and for any third-party claim resulting from Company's production, distribution, and/or exploitation of the Picture.

16. NOTICES: All notices hereunder shall be given in writing and sent by messenger,

facsimile, e-mail or U.S. mail (postage prepaid). Any notice shall be effective upon the earlier of: (a) actual receipt; (b) the date of pickup by messenger (either local or by an express delivery service); (c) the date of faxing; or, (d) 3 business days after the date of deposit with the U.S. mail. Notices to University shall be sent as follows: Larry H. Hollier, M.D., 433 Bolivar Street, New Orleans, Louisiana 70112, Attention: Chancellor; [Iholl@lsuhsc.edu](mailto:Iholl@lsuhsc.edu) and [cmanal@lsuhsc.edu](mailto:cmanal@lsuhsc.edu). Notices to Company shall be sent as follows: Mail: \_\_\_\_\_, Attention: \_\_\_\_\_.

17. **GOVERNING LAW:** Any and all issues or disputes arising out of or in any way related to the execution, enforcement, fulfillment or nonfulfillment of any obligation, term or condition contained herein shall be litigated in a Louisiana state or Louisiana federal court located in Orleans Parish, Louisiana, and this Agreement shall be governed by Louisiana law without regard for principles of choice of law. In any civil action brought by either party to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

18. **ASSIGNMENT:** University agrees that Company may assign this Agreement and its rights hereunder to any third party with University's prior written consent, which shall not be unreasonably withheld, provided, however, that Company shall be permitted to assign this Agreement without the written consent of the University to the financier or distributor of the Picture, any entity acquiring rights to the Picture, or any related business entity of Company, financier, or distributor of the Picture. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assignees.

19. **NO KICKBACKS:** University affirms that neither it nor anyone acting on its behalf gave or agreed to give anything of value to any member of Company's staff, anyone associated with the Picture or any representative of Company (except the use of the Property as set forth herein) to induce Company to use the Property in connection with the Picture.

20. **SEVERABILITY:** The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

21. **NO WAIVER:** 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.

22. **RELATIONSHIP OF PARTIES:** The parties agree that nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Company shall have no power to obligate or bind University in any manner whatsoever.

23. **AMENDMENTS/ENTIRE AGREEMENT:** This Agreement is the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This Agreement cannot be modified or cancelled except by written instrument signed by both parties.

24. **HEADINGS:** Paragraph headings are for convenience only and are of no legal force or effect whatsoever.

This Agreement may be executed in counterparts as agreed by the parties, to be effective the date first written below. A facsimile or electronic copy (PDF) of the Agreement shall constitute a legal and binding instrument.

IN WITNESS WHEREOF, the parties have signed this Agreement in multiple originals as of the date below indicated.

Date: \_\_\_\_\_

ACCEPTED AND AGREED TO:

BOARD OF SUPERVISORS OF  
LOUISIANA STATE UNIVERSITY  
AGRICULTURAL AND MECHANICAL  
COLLEGE ON BEHALF OF LOUISIANA  
STATE UNIVERSITY HEALTH SCIENCES  
CENTER- NEW ORLEANS  
("University")

\_\_\_\_\_ ("Company")

By \_\_\_\_\_

By \_\_\_\_\_

Larry H. Hollier, MD  
Chancellor, LSUHSC-NO  
433 Bolivar Street, 8th Floor  
New Orleans, Louisiana 70112

Title \_\_\_\_\_

**EXHIBIT “A”**

## WORK LIST

**Exhibit "B"**

Schedule of hourly charge rates for services of selected LSUHSC-NO departments:

**Office of Facility Services:**

<b>Service</b>	<b>Regular Rate Per Hour</b>	<b>Overtime Rate Per Hour</b>
Painters	\$25	\$38
Plumbers	\$23	\$35
Electrical	\$21	\$32
Carpentry	\$25	\$38
Locksmith	\$21	\$32
Building Services	\$24	\$36
General Maintenance	\$20	\$30
Janitors	\$11	\$17
Landscape	\$14	\$21

**LSUHSCNO PD:**

<b>Service</b>	<b>Regular Rate Per Hour</b>	<b>Overtime Rate Per Hour</b>
Police officers	\$24	\$36