

**KATZEN ARTS CENTER  
FILMING AND PHOTOGRAPHY AGREEMENT**

THIS Agreement is made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between American University, a Congressionally chartered, non-profit institution of higher education, located at 4400 Massachusetts Avenue, NW, Washington, DC (hereinafter "University") and \_\_\_\_\_ (hereinafter "Company").

**I. Term**

It is the intent of the parties that this Agreement shall be in effect from the day and date first written above through \_\_\_\_\_. Thereafter, unless sooner terminated, this Agreement shall terminate.

**II. Scope of Agreement**

A) University grants permission to Company to enter upon and use the (venue) situated within the Katzen Arts Center located at: 4400 Massachusetts Ave. NW, Washington, DC 20016 for the purpose of \_\_\_\_\_.

B) Company may place all necessary facilities and equipment on the property so long as Company agrees to remove the same after completion of work and to leave the property in as good condition as when received, including but not limited to, the repair of any damage caused by Company's presence on the property.

C) The parties warrant that they own and possess all rights and interests necessary to enter into this Agreement.

D) The parties agree that this agreement covers only that property, described above, and which is under the dominion and control of University.

E) This Agreement does not create between University and Company any joint venture, partnership, or agency, or any other business relationship other than the specific relationship provided by the terms of this Agreement.

**III. Indemnification**

A) The parties hereby indemnify and agree to defend and hold each other harmless from any and all claims, suits, liability, loss and damage of any nature whatsoever arising from or out of any assertion or complaint by any third party of any injury or damage or arising from any allegedly unauthorized or unlawful action or inaction by the parties respective employees or agents under or in relation to this Agreement.

B) Company understands and agrees that it will not broadcast, print, transmit, or otherwise disseminate any images of identifiable individuals, whether students, staff, or otherwise, without specific signed permission of such individuals, copies of which will be provided to the University upon request.

C) Company shall reimburse, defend, indemnify and hold harmless the University, its trustees, faculty, and staff from any and all claims, costs, damages, or expenses (including attorney's fees) which may be caused to the University by Company's failure or Company's agents or employees failure to obtain the proper individual releases.

**IV. Fees**

A) Company shall pay fees associated with the Katzen Arts Center Rental Agreement and subsequent Katzen Arts Center Equipment and Labor Estimate or any other attached and/or incorporated documents.

**V. Termination**

A) If either party desires to terminate this Agreement, with or without cause, it must send written notice to the other party at least five (5) days prior to the date desired to terminate this Agreement.

**VI. Miscellaneous**

A) The parties acknowledge that the American University Filming, Photography and Promotions Policy, dated August 1, 2000, has been attached hereto and incorporated herein by this reference. The parties have agreed to be bound by its terms and conditions and recognize that the referenced policy is a material term of this Agreement.

B) This Agreement and the attachment referenced above represent the entire Agreement between the parties and supersedes all prior or contemporaneous oral or written understandings. No amendment to any provision of this Agreement shall be effective unless in writing and signed by both parties.

C) Except as otherwise provide in Section II(A), Company agrees it will not use University’s name or logo or make reference to University or any of its components in any advertising or publications, news or reporting operations herein excepted, outside the scope of the terms of this Agreement, unless Company has obtained the prior written consent of University for such advertisement or publication.

D) This Agreement shall be governed by the laws of the District of Columbia.

E) This Agreement in incorporated by reference and becomes a part of the Katzen Arts Center Rental Agreement dated \_\_\_\_\_, 20\_\_\_. All terms and conditions associated with that Agreement may be enforced within both this and the above Katzen Arts Center Rental Agreement as if each were one document.

NOW INTENDING to be legally bound, the parties hereto have caused this American University Filming and Photography Agreement to be executed on the day and date first above written.

For COMPANYY:

For AMERICAN UNIVERSITY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Brian Blair

Title: \_\_\_\_\_

Director, Procurement & Contracts

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

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