

LOCATION USE AGREEMENT
DePaul University School of Cinematic Arts

This Location Use Agreement ("Agreement"), dated _____, is made by and between DePaul University, an Illinois not-for-profit corporation ("DePaul"), and _____ ("Owner"). The Parties agree as follows:

1. **Permission to Film.** Owner gives DePaul permission to film footage on _____ (date and, if applicable, time) at _____ ("Location"), which is owned or otherwise controlled by Owner, relating to projects for the students' coursework in DePaul's School of Cinematic Arts.** Owner understands that such filming shall require DePaul to bring film equipment and support personnel to Location. *Unless otherwise agreed upon in writing, Owner shall not charge DePaul 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. At Owner's request, DePaul shall provide Owner a courtesy copy of any finished work.
3. **Damage, Loss, & Injury.** DePaul 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 DePaul 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.** DePaul will issue a Certificate of Insurance for any and all insurance policies impacting, or relevant to, DePaul's activities pursuant to this Agreement. Owner shall be listed as Additional Insured under DePaul's General Liability Policy.
5. **Miscellaneous.** This Agreement shall be governed in all respects by the substantive laws of the State of Illinois, and any state or federal court within Cook County, Illinois shall have exclusive jurisdiction of any action or proceeding relating to or arising under or in connection with this Agreement. 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 DEPAUL UNIVERSITY:

FOR OWNER:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

** This Agreement relates to coursework for the course listed below. To the extent that Owner has any questions or concerns prior to signing this Agreement, Owner should contact the course instructor.

Course: _____
Instructor: _____
Office Phone: _____
Email: _____