

**LOCATION RELEASE**

The undersigned hereby grants to the Ball State University (“Producer”) the permission, right and license to photograph, film and videotape the premises located at \_\_\_\_\_ (the “Premises”) for a media production tentatively titled “The Project.”

Under the terms of this agreement, Producer is permitted to occupy and use the Premises for the period beginning \_\_\_\_\_ (unless weather conditions or schedule delays results in a changed beginning date) and extending until \_\_\_\_\_. During this period, Producer may place all necessary sets, equipment and facilities on the Premises.

Producer agrees to exercise reasonable care to protect the Premises from damage and to leave the Premises used in the condition that they were found, with reasonable wear excepted. Producer warrants that it carries liability insurance that covers the presence of production employees and the operation of equipment on the Premises. Producer further warrants that it will hold the undersigned harmless from, and indemnify the undersigned against, any injury to any persons that may occur on the Premises as a result of Producer’s activities during the production period, provided, however, that Producer shall control the defense of any claim for which it provides such indemnity.

Any pictures or recordings taken of the Premises, including those of any signs that may appear on the property, under the terms of this license will become the sole and exclusive property of the Producer in perpetuity. Producer will retain the full and irrevocable right to produce, copy, distribute, exhibit, and transmit the pictures and recordings by means of broadcast or cablecast, videotape, film or any other electronic or mechanical method now known or hereafter invented. The undersigned and the undersigned’s heirs and assigns shall have no right to bring legal action against Producer for any use of the pictures or recordings.

The undersigned represents and warrants that the undersigned has the full right to grant Producer the license and other rights granted herein. The undersigned represents and warrants that the undersigned will not bring, institute, or assert or consent that others bring, institute or assert, any claim or action against Producer or Producer’s successors, licensees or assigns on the ground that anything contained in the Project or in the advertising or publicity issued in the connection therewith violates any of the undersigned’s rights, and the undersigned hereby releases, discharges and acquits Producer from any and all claims, actions, causes of actions, suits and demands whatsoever that the undersigned may now or hereafter have against Producer.

The undersigned understands that Producer is relying upon the undersigned’s consent and agreement herein contained in the preparation, production and exhibition of the Project, and that this consent and acknowledgement is given to Producer as an inducement for Producer to proceed with the preparation, production and exhibition of the Project. The undersigned agrees to indemnify and hold Producer, Producer’s employees, agents, licensees, assigns and successors harmless from and against all loss, damages, costs and liabilities resulting from any breach by the undersigned of any of the terms hereof.

Nothing in this agreement shall obligate Producer to use the Premises for filming or recording purposes or to include material shot on the Premises in the Production. Producer may at any time cancel this agreement by notifying the undersigned, in writing, of its intent not to use the Premises.

**AGREED AND ACCEPTED -- Signatures and Certifications:**

**Representative for Premises:**

I, the undersigned, hereby agree with the statements above.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Address (Building Name, Street Address, City, State)

\_\_\_\_\_  
Date

**Producer:**

I, the undersigned, hereby agree with the statements above.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Full Title

\_\_\_\_\_  
Date