**TENNESSEE STATE UNIVERSITY**

**LOCATION AGREEMENT**

**Project:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Location:** Property located at Tennessee State University-Nashville, Tennessee, specifically: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date(s) and Time(s):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Location Agreement (“Agreement”) is entered into this \_\_\_ day of \_\_\_\_\_\_\_\_, 2023, by and between **Tennessee State University** (“TSU”) and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (“Producer”) for the filming of the Project. The Parties hereby agree as follows:

1. TSU is the owner of and/or controls all rights with respect to the Property. TSU hereby gives permission to Producer and its successors, assigns, licensees, officers, employees, agents, representatives, contractors and suppliers (all of which are included in the term “Producer”) to enter upon and use the Property on the Date(s) and Time(s) stated above for the purpose of making still and motion pictures, commercials, trailers and soundtrack recordings (individually and collectively, “Recordings”) for use in and in connection with the television program described above as the Project. Producer may use the Property to make additional Recordings as may be necessary in connection with the Program, subject to the mutual agreement of the Parties concerning the dates and times of such use.
2. TSU acknowledges and agrees that TSU will receive consideration for Producer’s use of the Property in the form of publicity for TSU through the use of the Property in the Project. Producer agrees to identify Tennessee State University as the filming location.
3. Producer may place all necessary facilities and equipment on the Property and agrees to remove them after completion of the work and leave the Property in as good condition as when arrived, except for reasonable wear and tear from the uses permitted. Signs on the Property may not be removed or changed. Producer may include any and all signs on the Property and any tradenames, trademarks, copyrights and logos the rights to which are owned or controlled by TSU and which are visible on the Property in the Recordings.
4. Producer agrees to use reasonable care to prevent damage to the Property and will indemnify and hold TSU harmless from any claims and demands arising out of or based upon (a) any breach by Producer of any term, condition, obligation, warranty, representation, or agreement made herein; or (B) personal injuries, property damage, or other liabilities resulting from the negligence or willful misconduct of Producer. Producer, at its expense, agrees to procure and maintain throughout its activities on the Property a policy of commercial general liability insurance in an amount of not less than one million dollars ($1,000,000), single limit, against claims for bodily injury, death and property damage occurring in connection with Producer’s use of the Property. This insurance must name Tennessee State University as an additional insured on the Insurance rider.
5. Any and all monetary claims against the State of Tennessee, including TSU, its officers, agents, and employees in performing any responsibility specifically required under the terms of this Agreement shall be submitted to the Board of Claims or the Claims Commission of the State of Tennessee and shall be limited to those provided for in T.C.A. § 9-8-307.
6. TSU acknowledges and agrees that Producer has the right to photograph, film and record the Property, and to broadcast, exhibit and otherwise exploit the Recordings of the Property and of any and all furnishings and signage located in or around the Property in connection with the Program in any and all manner and by and in any all media and technology whatsoever, whether now known or hereafter devised, throughout the universe in perpetuity. All rights of every kind in and to all Recordings and (including, without limitation, all copyrights therein) shall be and remain vested in Producer, including, without limitation, the right to use and reuse any and all of the Recordings in connection with the Project as well as in and in connection with advertisements, promotions, publicity, clips, and other materials, etc. related to the Project.
7. Producer agrees to comply with all applicable federal, state, and local laws and/or regulations.
8. Producer acknowledges and agrees that TSU does not have the authority to authorize Producer to film, photograph, or otherwise record the name, image or likeness of any individual including TSU students, employees, and representatives. Producer shall coordinate with TSU for the participation in the Project of any TSU student and shall obtain the written permission and right to use the name, image, and likeness of any individual appearing within the Recordings or otherwise within the Project.
9. Producer agrees that the Project shall not include any content which could reasonably be considered to be inconsistent with TSU’s mission, vision, and/or core values. Producer shall furnish a copy of the Project and any and all advertisements, promotions, publicity, clips, and other materials related to Project which contain any portion of the Recordings or other reference to TSU to the TSU Office of the General Counsel prior to their broadcast, exhibit or other exploitation. TSU shall respond in writing within five (5) business days of receipt stating its approval of the Project or requesting any reasonable modifications required for the representations of TSU within the Project to conform to TSU’s mission, vision, and/or core values. In the event the Producer distributes, broadcasts, disseminates, publishes, posts or otherwise releases footage or recordings of the Project without TSU’s express written approval, Producer shall pay actual damages or, in TSU’s sole discretion, liquidated damages in the amount of ONE HUNDRED THOUSAND and No/100 DOLLARS ($1,000,000.00). TSU shall have the right to elect the damages to be paid by Producer under this Section.
10. TSU represents and warrants that TSU has the right to enter into this Agreement and to grant Producer all of the rights provided by this Agreement. TSU agrees to keep and retain in confidence all information and material disclosed to or obtained by TSU concerning or relating to the Program and/or Producer. Notwithstanding the above, Producer grants TSU the right, upon initial broadcast of the Program within the United States of America, to promote the Program through TSU’s typical promotion methods including email, TSU official website, and TSU official social media.
11. In the event any controversy or claim arises in connection with any provision of this Agreement, the parties shall try to settle their differences amicably between themselves by referring the disputed matter to their respective designated representative for discussion and resolution. Either party may initiate such informal dispute resolution by sending written notice of the dispute to the other party, and if such representatives are unable to resolve such dispute within thirty (30) days of initiating such negotiations, either party may seek remedies available to such party under law. The provisions of this section are subject to the requirements of T.C.A. §8-6-301 and T.C.A. §20-13-103.
12. TSU agrees that Producer may license, assign and otherwise transfer its rights in the Recordings to any person or entity so long as the Recordings are used only in connection with the Program.
13. This Agreement is the entire agreement between the Parties and shall replace and supersede all prior arrangements, whether oral or written, as to the subject matter hereof. This Agreement shall not be modified except by written instrument signed by both Parties. This Agreement may be executed and delivered by facsimile or electronic transmission with the same force and effect as if it were executed and delivered by the Parties simultaneously in the presence of one another.

ACCEPTED AND AGREED:

**[Enter Producer Name] Tennessee State University**

By: \_\_\_\_\_\_\_\_\_\_ By: Dr. Glenda Glover\_\_\_\_\_\_\_\_\_\_\_\_

Its: \_\_\_\_\_ Its: President\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: Date: