

USER AGREEMENT FOR FILM

This User Agreement for Film ("Agreement") is made as of _____ by and between _____ ("Location") and _____ ("User") for use of certain portions of Location as described below ("Facility").

Location agrees that Facility may be used as set forth herein:

User: _____
Address: _____
Attention: _____
Telephone: _____
Fax: _____
Email: _____

Location: _____
Address: _____
Attention: _____
Telephone: _____
Fax: _____
Email: _____

- Description of Facility to be used: _____
- Date(s) and Time(s) of use: _____
- Purpose of Use: _____
- Title of Production: _____
- Amount of Rent or Fee: _____
- **Other Provisions:**

a. **Script/Treatment Submission.** User shall provide Location with a copy of the script of the Production, or treatment, if there is no script, prior to the execution of this Agreement. If changes are made to the script or treatment after execution of this Agreement, User agrees to provide Location with copies of the changes prior to use of the Location. If Location determines that the changes render the production an inappropriate use of the Location, Location may terminate this Agreement with no penalty to Location.

b. **Script/Treatment Approval.** User represents that it has provided Location with the entire script/treatment and that no material changes are contemplated.



Entire script/treatment has been provided to and approved by Location:

(Location should initial the appropriate box) Yes: No:

- c. **Respect Clause.** User agrees that under all circumstances, including the context in which Facility is placed, the display, advertisement, promotion, marketing and packaging of any digital, electronic, print, television, film and other medium now known or to be invented (“Media”) that feature Facility shall be done with respect and dignity, fully avoiding any distasteful or offensive material that is not in accordance with the moral and spiritual principles of the Roman Catholic Church, including but not limited to sexually explicit, brutally violent, sacrilegious or blasphemous imagery. By executing this Agreement, Location represents that the script and/or treatment provided by User for approval meets the requirements of this Section c; however, should any material changes be made to the script and/or treatment that do not meet the requirements of this Section c, Location may withdraw its approval.
- d. **Use of Footage.** Except as specifically provided in Section c above, Location grants permission to User to use and assign depictions of Facility User has created in any Media, which may include, among others, advertising, promotion, marketing and packaging for any product or service related to the Production. The depictions of Facility may be combined with other images, text and graphics and cropped, altered or modified. All rights to the Media that User has created belong to the User.
- e. **Facility Entry.** Location grants User permission to enter the Facility as described above, and no other part, for the purpose described above, and for no other purpose without the written consent of Location, which consent may be withheld.
- f. **Protection of Property.** User will provide layout board and other protective floor coverings under all equipment used and in areas of heavy foot traffic when photographing interior portion of the Location. No smoking, eating or drinking will be allowed in the interior portions of Location unless required as part of the production. User agrees to repair damage to Location caused by the conduct of the User, including, but not limited to the replacement of lawn and damaged plants by re-sodding or replanting with sod or plants of like size and kind, and to leave Location in as good condition as when entered by User, reasonable wear and tear excepted.
- g. **Damage to Property.** User shall remove from Location all equipment and temporary sets and other materials placed thereon by User. If there is a dispute as to whether User has repaired any damages to Location caused by User, Location must deliver to User a detailed list of those items which have been repaired and provide User with a reasonable opportunity to inspect Location to determine the need for further repairs, if any.
- h. **Cleaning Property.** User shall clean Facility after each use, including removal of trash generated by User, leaving Facility in the same condition as User found it prior to User’s use.



- i. **Security.** User is responsible for providing security.
- j. **Identification of Location.** Unless prior written permission is obtained (see Section 13 below), User agrees that the Location (with the exception of reference to general region, country or state) will not appear in any caption or in any other information presented with depictions of Location for licensing purposes and all trademarks, names, and logos will be removed from depictions of Location prior to advertisement, promotion, marketing and licensing. Subject to the provisions of Section e, above, User may refer to the Location by a fictitious name and may attribute fictitious events as occurring at the Location.

Permission to Identify. Permission to use Location's name, granted:

Yes No

- k. **Retakes.** In the event User wishes to photograph retakes or other scenes, or in the event User's occupancy of Facility is interrupted by an event of force majeure or Act of God, User may re-enter and use Facility for such period as may be reasonably necessary, provided that completion of the retakes or other scenes shall be no later than twelve (12) months after User vacates the Location, and in such event the rental rate set forth in this Agreement shall apply.
- l. **No Obligation to Use Facility Depictions.** User shall not be obligated to make any actual use of any photography, recordings, depictions or other references to the Facility, nor to exercise any of the rights granted to User under this Agreement, nor to produce or exploit the Production, nor to continue the Production, or exploitation thereof, if commenced, nor to make any references to the Facility in the Production nor in any other motion picture, television production or other Media.
- m. **No Further Consideration.** Location has received consideration for the rights granted in this Agreement. Location acknowledges and agrees that Location has no further right to additional consideration or accounting, and agrees that Location will make no further claim for any reason on User for any such consideration.
- n. **Remedies.** Notwithstanding the above, Location, at its discretion, shall have the right to cancel and terminate this Agreement immediately and without notice upon violation of any term, covenant, condition or provision of this Agreement on the part of User. The parties agree that, upon completion of the Production, if the Production has materially deviated from the script and/or treatment and User has failed to so advise Location and obtain Location's consent to the material deviation, Location's rights and remedies shall be as set forth in this Section 19. Because damages arising out of injury to Location's reputation and goodwill are not readily ascertainable, User agrees that it will either: (a) pay to Location liquidated damages in the amount of 25 times the fee paid under this Agreement; or, (b) Location shall be entitled to enjoin or restrain the distribution of the Production. In addition, Location shall have all the remedies which may be then provided to it by law if any depictions of the Facility are used in any other production not identified herein.



General Terms and Conditions of Use

1. **Use.** User agrees to use Facility as defined above for the use as specified above and for no other purpose without prior written consent of Location, which consent may be withheld. User will not interfere with the daily operations of the Location in any manner, except as provided herein. Ingress/egress to Location for regular daily activities shall not be obstructed by User.
2. **No Assignment.** User agrees not to assign any of its rights under this Agreement without prior written consent of Location, which consent may be withheld.
3. **Compliance.** User agrees not to commit, allow or suffer any of the following:
 - a. Any waste or nuisance on the Location
 - b. Any alteration of Facility without the prior written consent of Location which consent may be withheld
 - c. Any mechanic's lien to be filed against the Location
 - d. Any activity in conflict with the teachings of the Catholic Church or in violation of the policies and procedures of the Location
4. **Indemnity.** To the fullest extent permitted by law, User shall indemnify, defend and hold harmless *Location, The Roman Catholic Archbishop of Los Angeles, a corporation sole, and Archdiocese of Los Angeles Education & Welfare Corporation*, their agents, volunteers and employees ("Indemnified Parties"), from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and expert costs and fees, and all other costs and expenses incurred as an incident thereto, arising out of, based on or relating to User's use or occupancy of Location or the performance by User of this Agreement or the breach of any term, warranty or representation expressed herein, including any such claims, damages, loss or expense attributable to bodily injury, sickness, disease or death, or to injury to or destruction of real or personal property, including loss of use resulting therefrom, to the extent caused in whole or in part by any acts or omissions of User, its agents, employees, vendors, subcontractors, guests or invitees, and anyone for whose acts User may be liable, whether or not such claims are based upon the active or passive negligence of Indemnified Parties, except that User shall not be required to indemnify Indemnified Parties against a claim or loss arising from the sole negligence or willful misconduct of Indemnified Parties. In case any action or proceeding is brought against Indemnified Parties because of any such claim, User shall defend the same at User's expense by counsel reasonably satisfactory to Location. User hereby assumes all risk of damage to property and injury to persons in, on or about Location arising from any cause hereby waives all claims in respect thereof against Indemnified Parties, except for damages arising out of the sole negligence or willful misconduct of Indemnified Parties.
5. **Insurance.** During the entire term of this Agreement, User, at its sole cost and expense, shall obtain and keep in force policies of general liability, and property damage insurance with a carrier



admitted in the State of California, insuring User against any liability arising out of any act, omission, or alleged act or omission of User and any of its officers, directors, vendors, licensees, employees, agents, independent contractors, guests, volunteers and invitees, including but not limited to property damage, including loss of use, personal or bodily injury, defamation and slander, and automobile liability. The amount of such insurance shall be not less than Two Million Dollars (\$2,000,000.00) per occurrence. User shall also obtain and keep in force during the term of this Agreement a policy of workers' compensation insurance and such other policies of insurance as may be appropriate to cover all usual insurable risks and liabilities as required by the Labor Code of the State of California. *Location, The Roman Catholic Archbishop of Los Angeles, a corporation sole and Archdiocese of Los Angeles Education & Welfare Corporation* ("Insured Parties") shall be named additional insured under the general liability policy described above and, to the extent possible, under all other such policies, which said policies shall be so specifically endorsed. All insurance required to be obtained by User pursuant to this Agreement shall be primary to any other insurance available to Insured Parties and any insurance available to Insured Parties, shall be excess and noncontributing with respect to insurance required to be obtained by User. Certificates of Insurance and Additional Insured Endorsements are to be filed with the Location prior to commencement of any activities pursuant to this Agreement. All insurance obtained by User pursuant to this section shall not be cancelled or modified without providing Location with thirty (30) days written notice.

6. **Standard of Care.** User agrees to exercise all reasonable care to prevent any damage or waste to Location. User shall leave Location in a clear and orderly condition and shall repair any damage to Location caused by User or by any of User's invitees.
7. **Property Taxes.** Location is, as of the date of this Agreement, exempt from property taxes. In the event User's use of Facility under this Agreement causes Location to lose any part of its property tax exemption. User agrees to reimburse Location for any such loss of exemption.
8. **Attorney's Fees.** If either party shall bring an action or proceeding for damages for an alleged breach of any provision or this Agreement, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorney's fees and court costs.
9. **Jurisdiction.** In the event of a dispute or legal action between the Parties, jurisdiction shall be in California and venue shall be in the court where the Location is located.
10. **As Is Condition.** User shall be solely responsible for determining that Location may be used for the purposes authorized by this Agreement, and for complying at its sole expense with all conditions and requirements of any governmental authority having jurisdiction over such use. Location makes no representation that Location may be used for the purposes which User intends. User agrees to accept the Location "as is."



11. **Relationship with the Parties.** Nothing in this Agreement shall be construed as creating a partnership, joint venture, principal-agent or employer-employee relationship between Location and User. User acknowledges and agrees that Location shall have no responsibility for the conduct of User's employees, agents, representatives, officers, directors or other persons acting on behalf of or at the direction of User, and that, as between Location and User, User shall be solely responsible therefor. No agency relationship, whether express or implied, between Location and User at any level shall be deemed to exist by virtue of this Agreement.

12. **Legal Compliance.** User shall be responsible for complying with all laws, ordinances and regulations governing User's conduct in the performance of this Agreement, including, but not limited to all laws, ordinances and regulations requiring background checks and/or fingerprinting if User will be in contact with minors, and all permitting and licensing requirements of any governmental agency regulating the activities described herein. User shall indemnify and hold Location harmless from any violation of the provisions of this section.

13. **Integration.** This Agreement contains all of the agreements between the parties on the subject matter of this Agreement, and supersedes all prior understandings, correspondence or agreements of the parties with respect thereto. This Agreement may be amended but only in writing and only if signed by both parties.

14. **Authorized Signature.** Location represents and warrants that Location is the agent for the owner of Location and that Location is fully authorized to enter into this Agreement and has the right to grant User the use of the Facility in any Production.

IN WITNESS WHEREOF, this Agreement is entered is entered between the parties as of

Name of Location: _____

Authorized Signature: _____

Name: _____ Title: _____

User: _____

Authorized Signature: _____

Name: _____ Title: _____

[Continued on next page]



Approved by: _____
Name: Michael T. Davitt Title: Director of Real Estate

For High Schools: _____
Superintendent, Department of Catholic Schools

Upon execution of this Agreement, a copy must be submitted by Location to the Real Estate Department of the Archdiocese of Los Angeles, and for High Schools, to the Department of Catholic Schools, along with the required certificates of insurance.

