

# **Use of Arizona State University locations for photography, filming and videotaping**

Authority: Vice President of Public Affairs

Effective date: January 3, 2006

Amended: June 30, 2008

This policy applies to all campuses, locations and facilities of the university. The department responsible for enforcing the policy may vary from location to location, but the policy is the same for all locations.

The university's primary obligation is to preserve the educational environment and ensure the privacy of its students. It also follows procedures that support an open and diverse community.

## **I. University approval is required for all projects involving ASU facilities.**

All requests for photography, filmmaking or videotaping on any of the locations of Arizona State University must be approved in advance. The university will carefully evaluate a request to assess its ability to provide educational or otherwise worthwhile experiences for ASU students or to support the mission of the university. The university routinely denies requests when those requests do not serve the mission of the university or may compromise the atmosphere or the educational environment of a campus.

## **II. Type of request**

In this policy "filming request" will be used to reference photography or videotaping projects. There are three types of filming requests:

1. A *student production* is a project that is being filmed as part of a classroom assignment and is not destined for commercial broadcast or other use. Student productions are approved by the ASU School of Theatre & Film.
2. A *news shoot* is a filming request from a recognized news organization for a specific broadcast. The Media Relations office for each campus is responsible for approving news shoots and for accompanying film crews while on campus. In the case of a breaking news story, some camera crews will come to campus with little or no warning. In those cases, Media Relations staff should make arrangements to accommodate the news organization's needs. Some areas on each campus are not accessible for filming, including private living areas in residence halls.
3. A *commercial shoot* is defined as any production that will be distributed for commercial use and includes retail sales, advertiser-supported programs, educational programs, feature films or commercial advertisements. The Tempe campus Office of Public Events is responsible for approving these requests. Public Events may delegate responsibility for approving commercial shoots to other individuals and organizations.

At the discretion of the university, a commercial shoot may be designated as a news shoot. This is entirely at the discretion of the university and is designed to aid productions that may be of use to the university and/or its mission.

### **III. Production considerations for commercial shoots**

A commercial production will be evaluated in terms of its size and complexity and the degree to which it might disrupt classes and other normal campus activities. Commercial productions should be scheduled on weekends and during vacation periods, where possible.

Commercial productions are required to meet the university's requirements for **indemnification** and **insurance** (see Appendix B). The university also reserves the right to require production companies to make a **damage deposit** prior to the arrival of any production vehicles on campus. The damage deposit will be refunded in full when the shooting locations are inspected by university officials and found to be in satisfactory condition. Special arrangements can be made for small productions.

Each production company will be charged a **location fee**, which will be determined on a case-by-case basis. Each production may have to pay a **rental fee** for the facility in which it wishes to film.

A **walk-through** of all proposed shooting locations must be conducted with an appropriate ASU representative at least 10 days in advance for a commercial shoot. After locations are given tentative approval, the production company must take part in an initial meeting with representatives of all university departments involved. This requirement can be waived at the sole discretion of the university approver.

If a request is approved, the university encourages the **use of students as extras and production assistants** for on-campus productions. The university also encourages representatives of production companies to make themselves available for discussion of their work with professors and students.

### **IV. Procedure for approval**

Commercial productions must submit detailed information about the proposed project in writing (see Appendix A). This information and a script, upon request, must be submitted to the Office of Public Events for review and approval at least 10 business days before filming. This requirement may be waived for smaller productions at the discretion of the university. A streamlined process will be applied to requests for still photos.

Arizona State University will consider a commercial shoot approved when a contract has been signed. The contract must contain a hold-harmless clause approved by university counsel. ASU must have the production company's insurance certificate, damage deposit, check for the full amount of location fee, appropriate rental fee and signed contract at least 24 hours before set-up begins. At that point, the conditions in the contract become operative.

News shoots should be arranged with the appropriate member of the staff of the Media Relations office, preferably at least one day in advance. No script is expected or required of bona fide news media.

Public Events or Media Relations are responsible for all arrangements pertaining to filming on campus. Public Events or Media Relations will screen requests and make arrangements with other university offices, such as parking and public safety, that may need to be involved in a particular project.

#### **V. Logos and trademarks**

The name, trademarks, or likenesses of ASU, ASU property, or ASU employees or agents shall not be used by anyone for any purpose without the prior written authorization of ASU.

## **Appendix A. Detailed request form for commercial shoots**

### FILM SHOOT QUESTIONNAIRE

Questionnaire must be completed and submitted at least 10 business days prior to requested date of filming.

Date:

Company:

Company Federal ID Number:

Name and Title of Contract Signatory:

Address:

City:

State:

Zip Code:

Phone Number(s):

Facsimile:

Email:

Website:

Primary contact:

Phone:

Cell:

Email:

Alternate Contact:

Phone:

Cell:

Email:

Synopsis of film/Shoot:

Story Line:

A full script may be requested.

Will the ASU Campus be recognizable in the final product?

Will any ASU indicia be used?

Purpose of the Film:

How is the film to be distributed?

Potential Air or Release Date:

Shoot Locations:

Shoot Schedule: List schedule for each location.

Include Date(s);

Day(s);

Time(s):

Numbers: For each day of the shoot:

Cameras:      Stationary;              Hand Held;

Crew Members:  
Staff:  
Actors: Non-campus  
Actors: Campus

Is there catering?

Number of Meals each day?

Types of meals:

Is Cater Certified and licensed in Maricopa County, City of Tempe?

Caterer must also have an ASU Permit. Caterer must provide Liability Insurance per Film Agreement requirements.

Number & Types of Vehicles:

(ie): RV; Van(s); Limo(s); Trucks: Box, semis, pickups ( please give weights)

Parking: Please note that On Campus parking is limited

ON Campus spaces are required for which vehicles.

Power sources:

Production Provided:

Type(s):

Site power requested:

Type(s):

Will there be any use of Pyrotechnics?

Additional Items that will be considered: Photo Agreement, Insurance, Department of Public Safety (DPS), Contract Security, Public Event Site Coordinator, Venue Coordinator, rate is by location and length of time. Rate is per number of locations. Additional Expenses and OT is by the hour.

THE COMPLETION OF THIS QUESTIONNAIRE DOES NOT IMPLY OR GIVE APPROVALS FOR THE FILMING.

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**Appendix B.**

**REQUIRED INDEMNIFICATION & INSURANCE**

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**INDEMNIFICATION AND REQUIRED INSURANCE:**

COMPANY shall indemnify, defend, save and hold harmless the "The State of Arizona, Arizona Board of Regents, Arizona State University." The State of Arizona, Arizona Board of Regents, Arizona State University shall be named as additional insureds with respect to liability arising out of COMPANY'S activity or event at Arizona State University or any location leased by, licensed by or within the control of ASU from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of COMPANY or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of COMPANY to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that ASU shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ASU, be indemnified by COMPANY from and against any and all claims. The COMPANY shall indemnify ASU for COMPANY'S breaches with/by any and all Subcontractors to the COMPANY. The COMPANY shall be responsible for all subcontractor's actions, omissions and negligence and shall indemnify ASU for same. It is agreed that COMPANY will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The COMPANY agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the actions of the COMPANY.

Company: \_\_\_\_\_

Formal Name of company: \_\_\_\_\_

DBA: \_\_\_\_\_

Agreed: \_\_\_\_\_ date: \_\_\_\_\_

Signed by COMPANY

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

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

**INSURANCE REQUIREMENTS:**

COMPANY and subcontractors shall procure and maintain, until all of their obligations are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the COMPANY, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Agreement or from liabilities that might arise out of the EVENT at ASU by the COMPANY, its agents, representatives, employees or subcontractors, and COMPANY is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** COMPANY shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form Commercial General liability.

- General Aggregate  
\$2,000,000
- Products – Completed Operations Aggregate  
\$1,000,000
- Personal and Advertising Injury  
\$1,000,000
- Each Occurrence  
\$1,000,000
- Blanket contractual Liability – Written and Oral  
\$1,000,000
- Fire Damage (Any one fire) \$  
50,000
- Liquor Liability (**if alcohol is being sold**)  
\$2,000,000

- a. The policy shall be endorsed to include the following additional insured language: This policy (or these policies), shall be endorsed to include the following additional insured language: ***“The State of Arizona, Arizona Board of Regents, Arizona State University” shall be named as additional insureds with respect to liability arising out of Insureds activity or event by or at Arizona State University or any location leased by, licensed by or within the control of ASU.”***

- b. Policy shall contain a waiver of subrogation against the ***“The State of Arizona, Arizona Board of Regents, Arizona State University's agents and employees*** for losses arising from work/materials/equipment performed or provided by or on behalf of the COMPANY.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used at ASU.

Combined Single Limit (CSL)      \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: “This policy (or these policies), shall be endorsed to include the following additional insured language: ***“The State of Arizona, Arizona Board of Regents, Arizona State University” shall be named as additional insureds with respect to liability arising out of Insureds activity or event by or at Arizona State University or any location leased by, licensed by or within the control of ASU, ” with respect to liability arising out of the activities performed by or on behalf of the vendor, involving automobiles owned, leased, hired or borrowed by the vendor.*”**

3. **Worker's Compensation and Employers' Liability**

Workers' Compensation - Statutory

Employers' Liability

Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the ***“The State of Arizona, Arizona Board of Regents, Arizona State University's*** officers, officials, agents, and employees for losses arising from work/materials/equipment performed/provided by or on behalf of the COMPANY.
- b. This requirement shall not apply to: Separately, EACH COMPANY or subcontractor exempt under A.R.S. 23-901, AND when such COMPANY or subcontractor executes the appropriate waiver (Sole Proprietor/Independent contractor) form.

- B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:
1. This policy (or these policies), shall be endorsed to include the following additional insured language: *“The State of Arizona, Arizona Board of Regents, Arizona State University” shall be named as additional insureds with respect to liability arising out of Insureds activity or event by or at Arizona State University or any location leased by, licensed by or within the control of ASU.”*.
  2. The COMPANY’S insurance coverage shall be primary insurance with respect to all other available sources.
  3. Coverage provided by the COMPANY shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
  4. **IF INSURANCE CERT IS PROVIDED BY ANYONE OTHER THAN THE UNDERWRITER(S), THE APPROPRIATED ENDORSEMENT PAGE(S) MUST ACCOMPANY THE CERTIFICATE OF INSURANCE.**
- C. **NOTICE OF CANCELLATION:** Each insurance policy required above shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Terri Cranmer, ASU Public Events, POB 870205 Tempe AZ 85287-0205**) and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the COMPANY from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** COMPANY shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and are to be accompanied by the proper endorsements.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work and remain in effect for the duration of the project.

All certificates required by this Agreement shall be sent directly to **Film Coordinator, ASU Public Events PO Box 870205, Tempe, AZ 85287-0205. Facsimile: 480.965.7663.** The State of Arizona project/Agreement number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** COMPANY certificate(s) shall include all subcontractors as insureds under its policies **or** COMPANY shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractor shall be subject to the minimum requirements identified above.
  
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Agreement shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Agreement amendment, but may be made by administrative action.