Terms and Conditions for Use of PREMISES and Filming and/or Photography

Requestor:
Address:
Telephone:
Program Title:
Produced For:
Shoot Date:
Shoot Times:

Subject to all of the following Terms and Conditions, Requestor has requested and The Broad Institute, Inc. (“BROAD”) has granted REQUESTOR permission to use the following portion of the BROAD’s premises: ______ (the “PREMISES”) to create still or moving images (“FOOTAGE”) during the following time period _______ (the “TIME PERIOD”) for the program __________ (the “PROGRAM”).

1. Requestor and its successors and assigns will own the copyright to the FOOTAGE produced pursuant to the terms of this Agreement with the right to use it solely for the PROGRAM and for in-context advertising, publicity, and promotion of the PROGRAM.

2. Requestor will be liable for any and all damages to the PREMISES and any related real and personal property incident to Requestor’s use of the PREMISES. Requestor shall reimburse BROAD within thirty days for the reasonable costs of making any repairs resulting from any damage to the PREMISES caused by Requestor or its agents.

3. Requestor shall have a non-exclusive license to incorporate material described in Exhibit A in the FOOTAGE.

4. Requestor shall use and occupy the PREMISES in a safe and careful manner and shall comply with all applicable municipal, county, state, and federal laws, rules, and regulations as prescribed by the fire and police departments and other governmental authorities.

5. Requestor shall remove any equipment, props, temporary sets, or any other personal property from the PREMISES immediately upon completion of the filming.
6. Requestor shall not remove or change any signs, fixtures, furniture or other items contained in or attached to the PREMISES.

7. Requestor expressly releases and discharges BROAD from any and all liabilities for any loss, injury, or damages to person or property that may be sustained by reason of the use of the PREMISES.

8. Requestor may state that the filming under this Agreement was taken at BROAD provided that such statements are not used as an endorsement or advertising feature. Requestor shall not use BROAD’s name, nicknames, logos, symbols, trademarks, building names or any variation, adaptation, or abbreviation thereof, or the name of any of its trustees, officers, faculty, students, employees, or agents, in any commercials or advertisements or in any manner of endorsement without the prior written approval of BROAD.

9. Requestor shall indemnify, defend, and hold harmless BROAD and its directors, officers, faculty, students, affiliated investigators, employees, and agents and their respective successors, heirs, and assigns (the “Indemnitees”), against any liability, damage, loss, or expense (including reasonable attorneys fees and expenses) incurred by or imposed upon any of the Indemnitees resulting from the use of the PREMISES by Requestor under this Agreement or the breach of the Requestor of this Agreement, including but not limited to any claims based on alleged defamation or infringement or rights to copyright, trademark, service mark or other intellectual property or rights to privacy, injuries to person, damages to property and notwithstanding any negligence that might be alleged against, or attributed to any Indemnitee. Requestor further agrees to pay any court costs or attorney’s fees incurred or paid by BROAD to enforce any obligation imposed under this Agreement.

10. This Agreement is personal to Requestor and may not be assigned without the prior written consent of BROAD, which shall not be unreasonably withheld.

11. Requestor represents and warrants that it will carry commercial general liability insurance in the amounts of not less than $1,000,000 per occurrence, $3,000,000 aggregate. Requestor shall provide a certificate of such insurance to BROAD upon request.
12. This Agreement shall not be assignable by Requestor without the prior written consent of BROAD.

13. These Terms and Conditions shall be governed by the laws of the Commonwealth of Massachusetts, U.S.A.

14. All matters not authorized expressly by the terms of this contract shall be reserved to the discretion of BROAD.

AGREED AND ACCEPTED THIS _____ DAY OF _____________2012.

[REQUESTOR]                         THE BROAD INSTITUTE, INC.

By:______________________________    By:______________________________
Name:____________________________  Name:____________________________
Title:____________________________  Title:____________________________
Date:____________________________  Date:____________________________