

## FILMING AT THE UNIVERSITY OF MIAMI

### PROCEDURE

I. A request must be made to the appropriate Facility Coordinator for any requested site on any University Campus to determine the availability and appropriateness of a specific location for the proposed shoot date. Facility Coordinator must contact Medical or Coral Gables University Communications Office for initial approval. Any request for initial approval must be in writing and include a description/storyboard for the proposed shoot, program or film, facilities or spaces to be involved, time, date, conflicts with classes, use of name, correct fee, additional services required, etc. Use of multiple sites or involving multiple requests will be coordinated by University Communications at the University campus involved.

II. Each Facility Coordinator will determine the availability of the requested location(s) within their area of responsibility.

III. A script/storyboard must be sent to University Communications and the Facility coordinator to determine if the proposed site, location and anticipated shoot are feasible, and if the proposed program or shoot and associated subject matter is preliminarily acceptable to the University.

IV. Preliminary approval is given by the Facility Coordinator, subject to the University's Facility Use agreement being signed. Any other agreement or changes to the Facility Use Agreement must be approved by legal counsel and the Office of Financial Operations.

V. Facility Coordinator notifies requesting party and prepares University Revocable Agreement Form for Use of University Facilities and/or University of Miami Photography/Filming Location Release for execution by the Office of Financial Operations. Facility Use Agreements can be obtained from the Financial Operations website.

A. Agreements must first be executed by the Facility Coordinator, the Office of University Communications and the requesting group before submitting to Financial Operations.

B. Initial approval by University Communications and the Facility Coordinator, insurance certificate (naming University of Miami as additional insured) and script/storyboard, in addition to any proposed exhibits or documentation to be used (i.e., location, talent releases, etc.) must be included with the agreement sent to the Office of Financial Operations.

C. UM Police/Security, the University Campus Planner and the Assistant Vice President for Student Affairs/Student Life should be notified of any photography/filming activity on campus.

D. Final approval will be given by the Office of Financial Operations.

## SUPERVISION

I. The Facility Coordinator of each facility shall require that there be an authorized representative from the requesting group who will be responsible for the conduct of the group. The representative is responsible for ensuring that the group's activities are consistent with the University's and the individual facility's policy for proper use of University property, and for payment of all fees. No outside contractors (plumbers, electricians, etc.) are permitted to work on University premises without Facility/Physical Plant approval.

II. The Facility Coordinator may designate a person to be present during the use of facilities. When equipment is used, the Facility Coordinator is responsible for ensuring that adequate provision for protection of University property exists. The University is not responsible for media equipment or third-party equipment. If the use of a University staff member is required, cost for this is to be paid by the group using the facility and should be added into the fee portion of the Facility Use agreement.

## FEES

I. Campus Usage Fee\*:

Feature Film/Music Video (50+ crew/talent members)  
\$ 20,000 for 8 hours; \$ 1,000 per hour thereafter

Still Photography/Video (50+ crew/talent members)  
\$ 10,000 for 8 hours; \$ 1,000 per hour thereafter

Still Photography/Video (16-49 crew/talent members)  
\$ 5,000 for 8 hours; \$ 500 per hour thereafter

Still Photography/Documentaries/Video Commercial (up to 15 crew/talent members)  
\$ 2,500 for 8 hours; \$ 250 per hour thereafter

\*Fee negotiable for contracts for 5 days or more

II. Cancellation Fee: A fee equal to 1/3 of the day's location fee will be charged if the cancellation occurs after an agreement has been signed.

III. Additional Fees:

- A. Individual location rental fees as determined by department.
- B. Parking (Department of Parking & Transportation) Contact 305-284-3081
- C. Security (UM Police) Contact 305-284-3075
- D. University Liaison
- E. Clean-up (Physical Plant) Contact 305-284-3051

UNIVERSITY OF MIAMI  
PHOTOGRAPHY/FILMING LOCATION RELEASE

The University of Miami (the University") and

\_\_\_\_\_ hereby agree upon the following rights in and to property located at

\_\_\_\_\_ known as \_\_\_\_\_

at the University, or which is otherwise owned or controlled by the University, access to which is further described on Attachment 1 (the "Property"), pursuant to the terms of this Release as set forth below.

The University hereby grants to \_\_\_\_\_ and its employees, agents, licensees and those acting under its permission or upon its authority (the "Company"), the right to enter and remain upon the Property with personnel and equipment for the purposes of photographing scenes and making recordings on said Property solely for use in connection with, or as part of, the television program, documentary, video, film or news broadcast entitled \_\_\_\_\_ (the "Program") and which is described on Attachment 2.

Company agrees to use its best efforts to prevent their activities from interfering with the normal patient care, research and other operations ("Normal Operations") of the University. The University reserves the right to impose reasonable restrictions on the Company's activities to ensure that such interference with Normal Operations does not occur. Company agrees that the University has the right to expel the Company from the Property if they unreasonably interfere with the University's Normal Operations by failing to adhere to the University's reasonable restrictions.

Company agrees that it will not photograph, film or otherwise use in any manner whatsoever the name, logos, trademarks or symbols of the University of Miami or any of its departments, divisions, faculty, employees or students without first obtaining the written permission from the Office of Financial Operations.

Company agrees that they will not broadcast, print, transmit, or otherwise disseminate any images of identifiable individuals, via Internet or otherwise, whether patients, staff, or otherwise, without specific signed permission of such individuals, copies of which will be provided to the University upon request. Company agrees that they shall respect the privacy and confidentiality of any patient-related information they may encounter during the making of the Program.

Company hereby agrees that any and all images and recordings, including but not limited to, all still photographs, all motion pictures, including but not limited to, film, video, and digital motion pictures, and all audio recordings ("Recordings") created at the Property pursuant to this Release may only be used in connection with, or as part of, the Program. Company agrees that they must seek written permission from the University if they wish to in any way utilize, sell, distribute or in any way or form transfer all or any portion of

the Recordings for any purpose other than for use in connection with, or as part of, the Program.

Company hereby represents and warrants that they have not heretofore assigned or transferred, or purported to assign or transfer, and shall not assign or transfer, to any person or entity, any rights granted to them under this Release.

The undersigned for the Company represents and warrants that he/she has the full right and authority to execute this Release and that the consent or permission of no other person, firm or entity is necessary to bind the Company to the terms set forth in this Release.

The Company shall reimburse, defend, indemnify and hold harmless the University, its trustees, faculty, employees, and students from any and all claims, costs, damages, or expenses (including attorney's fees) which may be caused to the Property or to the University by acts or omissions of them or their agents or employees, or by the failure of the Company or their agents or employees to abide by the terms of this Release. Company agrees that they maintain adequate insurance to cover these obligations, including but not limited to general liability insurance with minimum coverage of \$1 million per occurrence, \$3 million aggregate, and will provide a certificate evidencing such insurance and naming the University as an additional insured.

This Release shall be deemed to be made and entered into in the State of Florida, and shall in all respects be interpreted, enforced and governed under the laws of Florida, and any disputes arising under the terms of this agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts residing in Miami-Dade County, Florida, without giving effect to the conflict of laws provisions of Florida or federal law.

This Release may be amended, revoked, changed or modified only upon a written agreement executed by the Company and the University. No waiver of any provision of this Release shall be valid unless it is in writing and signed by the party against whom such waiver is charged.

This Release sets forth the entire agreement between the Company and the University and fully supersedes any and all prior agreements or understandings between them.

[NAME OF MEDIA ENTITY]

UNIVERSITY OF MIAMI

\_\_\_\_\_

Approved: Office of Financial Operations

By: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTACHMENT 1

UNIVERSITY OF MIAMI PHOTOGRAPHY/FILMING LOCATION RELEASE

Description of Property:

Describe Property to be used, location, specific areas permitted.

Limitations on Use of Property:

Describe limitations such as hours of use, whether articles/furnishings can be moved, whether they must be accompanied by a University representative, whether there are any charges that they may be responsible for and other limitations.

ATTACHMENT 2  
UNIVERSITY OF MIAMI PHOTOGRAPHY/FILMING LOCATION RELEASE

Description of Program:

Describe in detail the nature or contents of the program, video, documentary, film, news broadcast, commercial, still photography, etc.

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