

## LOCATION AND TRADEMARK RELEASE AGREEMENT

THIS AGREEMENT is entered into on [insert], 20[xx], between West Virginia University Board of Governors on behalf of West Virginia University (“Owner”), a higher education institution of the State of West Virginia and [insert] (“Production Company”) to grant Production Company the right to enter the premises identified below (“Location”) and to photograph and/or film the Location, which may or may not include the incidental appearance of West Virginia University trademarks comprised of logos, word marks, graphics, or other similar indicia (collectively, the “Marks”) in connection with filming related to [insert project description] (the “Project”).

Owner grants Production Company the right to enter the Location located at [insert address or other description (i.e., campus grounds)] for purposes of the Project. Owner grants Production Company, its successors, assigns, agents, and licensees, the right and license to incidental use of the Marks in the Project, specifically as the Marks appear in, on, and around the West Virginia University campus.

Production Company agrees that the Project shall not be conducted, carried out, or exploited in a manner that is inconsistent with the educational mission of West Virginia University or is harmful to the image or reputation of West Virginia University as an educational institution. Production Company understands and agrees that Owner has been induced to grant the rights herein in reliance upon this agreement. Production Company agrees to use reasonable care to prevent damage to the Property and will defend, indemnify, and hold Owner harmless from any claims and demands of any persons arising out of or based upon personal injuries or property damage resulting from the negligence or willful misconduct of Production Company or its designees while Production Company is engaged in the aforementioned use of the Location. Production Company is solely responsible for operating in accordance with municipal, state, and federal laws, rules, regulations, and ordinances at all times.

Owner hereby warrants and represents that Owner has the full right and authority to enter into this Agreement, and that the consent or permission of no other person, firm, or corporation is necessary to effect this Agreement. Nothing herein contained shall be construed to obligate the Production Company to produce, distribute, release, exhibit or otherwise exploit the Project or otherwise exercise, exploit, or make any use of any of the rights, licenses, or privileges granted to the Production Company.

This Agreement contains the entire understanding of the parties relating to its subject matter and supersedes all prior agreements, representations and warranties, both oral and written, if any, made with respect to the subject matter of the Project. This Agreement may be executed in counterparts by facsimile, scan (i.e., pdf), or email signatures, each part of which when executed shall be deemed an original for all purposes, and all of which when taken together shall constitute one and the same document, fully binding and with full legal force and effect. No change or modification of this Agreement will be binding upon either Party unless it is made by a written instrument signed by both parties. The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect. All remedies, rights, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party.

### AGREED TO AND ACCEPTED

[INSERT NAME]

OWNER

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

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

Name/Title: \_\_\_\_\_

Name/Title: \_\_\_\_\_