

Operating Procedures for Motion Picture/Video/Film or Photography of the LSU Campus

While LSU's primary mission is education, the University is also available on a limited basis for other projects such as the filming of television shows, movies, commercials, and other media as long as it does not interfere with the University's primary educational mission and necessary day to day functions.

These operating procedures have been developed to clarify under what circumstances the LSU campus may be used as a location for motion pictures, video, film or photography. This process must be followed to obtain a **Permit for Filming, Videotaping or Photographing** and/or a **Location Agreement**. A permit or agreement is required for filming, videotaping and photographing of the LSU campus.

A. Permit Requests

All requestors for a **Permit for Filming, Videotaping, and Photographing** and/or a **Location Agreement** must complete an application. This application and complete script are submitted to the Office of the Vice Chancellor for Finance and Administrative Services. Applications may be received via email to **aterrito@lsu.edu** or via mail at the following address:

**Film/Video Coordinator
Finance and Administrative Services
Louisiana State University
330 Thomas Boyd Hall
Baton Rouge, LA 70803**

The completed application and script are forwarded for joint review by Finance and Administrative Services and University Relations. If approved by both departments, the process of identifying specific sites, dates, and times can begin.

B. Fees

Permit fees and location fees are based on a number of variables. The length of the shoot, locations involved, type of production and LSU services needed all factor into the total cost.

In certain limited instances a permit may be issued and a fee waiver may be granted for uses such as public service announcements.

Permit Fees

These fees are based on a half day or whole day rate. A half day is any day that is six hours or fewer. A whole day is any day that is between six and twelve hours. Requests for days longer than twelve hours will occasionally be considered.

	Category 1	Category 2
	Feature Film	Non-Broadcast Video
	Regional/National Broadcast	Local Broadcast
	Regional/National Commercial	Local Commercial
	Regional/National Print	Local Print
Day Part		
Whole Day: Shooting	\$2,000	\$1,000
Half Day: Shooting	\$1,500	\$750
Whole Day: Set/Strike	\$600	\$300
Half Day: Set/Strike	\$300	\$175

Other forms of media are not exempt from this fee and will be handled on a case by case basis.

Incidental Filming

Incidental filming does not require a permit and is not charged a fee. Incidental filming includes uses such as: filming for non-commercial or internal use, class projects, or personal use. This filming requires no special services and does not in any way disrupt the normal functioning of the University. This filming cannot be used for commercial purposes after the fact without written permission from the Office of the Vice Chancellor for Finance and Administrative Services. Please contact Ashley Territo with Finance and Administrative Services via email at aterrito@lsu.edu to obtain written permission for commercial use.

Location Fees

Location fees are charged in addition to permit fees and are charged per day. A representative sample of location fees is listed below. There are established location fees for certain spaces like athletic venues, Student Union and other buildings that will be used. These location fees do not include fees for University services such as LSU PD; Parking, Traffic and Transportation; Facility Services; and Landscape Services. The actual cost for those services is added to the total production cost. Estimates are provided below for the University services and are subject to change.

Classrooms, hallways	\$250	Exteriors	\$350
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University Services Fees

LSU PD Estimate	\$41.00/hr
Facility Services Estimate	\$14.00-45.00/hr
Parking, Traffic and Transportation Estimate	\$14.00-27.00/hr

C. LSU Identification and Appropriate Use of Campus Images

No identification of LSU as a location is permitted, except in rare instances and only when the specific use is submitted for prior approval to the Office of the Vice Chancellor for Finance and Administrative Services. The request will be reviewed by Trademark Licensing, University Relations, the Vice Chancellor for Finance and Administrative Services, and the Chancellor. The request will only be approved when it is deemed to be in the University's best interests.

Identification includes but is not limited to trademarks, icons, widely recognizable University landmarks, and the use of merchandise containing trademarked images/logos (ie. flags, apparel, posters, miscellaneous items containing logo, etc.). Identification also includes verbal references on film.

D. Permit or Location Agreement

Once the script/storyboard is approved, the shooting schedule will be finalized and approved. The need for University services from LSU PD; Parking, Traffic and Transportation, Facility Services, and Landscape Services will be reviewed. If applicable, these services will be estimated and attached to the Location Agreement. For shoots in which these additional services are not needed, the University has the option to issue a **Permit for Filming, Videotaping, and Photographing** instead of a **Location Agreement**. A sample of the permit and agreement is available at the end of this document and are subject to change.

E. Insurance

The University may request the production to have insurance with Louisiana authorized insurers in the amounts stipulated below and provide a Certificate of Insurance naming the Board of Supervisors of Louisiana State University and A&M College as additional insured. (See below for exact phrasing.) This must be received no fewer than seven days before shooting begins.

1. Workmen's Compensation – Statutory Limits
2. Comprehensive General Liability, including Personal Injury Liability coverage - \$1,000,000.
3. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, its officers, employees, agents and volunteers are to be named as additional insureds.
4. To provide certificate(s) of insurance prior to or with the signed Location Agreement which are not subject to cancellation without thirty (30) days written notice to University.

F. Payments and Deposits

The University has the option to require a deposit before a permit or agreement will be granted. This deposit is to be received no less than five business days prior to the beginning of the first day of shooting on campus.

Full payment for all costs incurred is due to the University within thirty (30) days of the date of the final invoice.

Payment is to be made payable to LSU and sent/delivered as follows:

Film/Video Coordinator
Finance and Administrative Services
Louisiana State University
330 Thomas Boyd Hall
Baton Rouge, LA 70803

G. Cancellation

If written notice of cancellation for an approved permit or agreement is received before the production begins, then the production is liable for any actual costs incurred by the University as of the receipt of the cancellation notice.

University shall have the right of cancellation if the Permit or Agreement holder is deemed insolvent or, in LSU's sole opinion, shall fail to perform any material term in the Agreement after having received written notice from the University to do so.

H. Script Review

A copy of the final script (storyboards might be acceptable and judgment will be determined on a case by case basis) must be submitted with the application. The review process can take up to ten (10) working days. Any changes or revisions should be brought to the attention of the Film/Video Coordinator. Substantive script changes could cause the University to withdraw its permission. (A permit or agreement cannot be issued without a script.)

I. Scout Visits

Scout visits are not only helpful to the production, but also helpful to the University in order to clearly determine the needs of the production. A request for a scout visit is made to the Film/Video Coordinator. This visit takes place with the Film/Video Coordinator or other designee that is well acquainted with campus and can advise you as to how to make your time on campus most effective.

Permission for scout visits does not constitute approval by the University for the use of its facilities.

**Application for Permit for Filming, Videotaping, or Photographing and/or
Location Agreement**

Name of Project _____

Primary Contact _____ Contact Phone _____

Contact Email _____ Contact Fax _____

Production Company _____

Company Address _____

City/State/Zip _____

Location Manager (LM) or Unit Production Manager (UPM) *(if different from above)*

LM or UPM _____ Phone number _____

Email _____ Fax _____

Production Type

_____ Feature Film _____ Regional/National Broadcast Television _____ Print

_____ Non-Broadcast Video _____ Regional/National Commercial _____ PSA

_____ Local Commercial/Print/Broadcast _____ Other: _____

Scout Visits

Locations are not yet determined and I would like to arrange a scout visit.

Potential Scout Visit dates and times _____

Brief Summary of Project

Locations Requested	Prep Date/Time	Shoot Date/Time	Strike Date/Time
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Total number of cast/crew (not including extras) _____ Number of Extras _____

Number of vehicles _____

Will the production involve any of the following:

_____ Loud Noise _____ Driving Shots _____ Nudity

_____ Firearms/Weapons _____ Special Effects (describe) _____

List any special requests involving set dressing and/or potential changes to the location

Attach a complete script and/or storyboards to this form.

Submitted by:

Authorized Signature _____ Date _____

Print Name _____

Title _____

Approved by:

Chancellor _____
(if required) Signature Date

University Relations _____
Signature Date

Finance & Administrative Services _____
Signature Date

_____ Proceed with scheduling _____ Notify of disapproval

PERMIT FOR FILMING, VIDEOTAPING AND PHOTOGRAPHING

As used herein, LSU refers to the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College or any affiliate or successor organization, and Permittee refers to:

Business Name: _____

Business Address: _____

Telephone: _____ FAX: _____

1. LSU owns certain facilities and premises of both general and specialized nature especially suited to the accomplishment of its missions and objectives and has established policies regarding such facilities and premises as Policy Statement 82, "Use of University Facilities and Premises."

2. Permittee desires to perform the following described still photography, filming or videotaping activities within the facilities and premises of LSU:

Location _____ Date _____ Time _____

3. The parties agree that the purpose of this Agreement is to permit Permittee to use certain portions of LSU facilities and premises as "props" or scenes with specific verbal or visual identification of University.

4. Permittee agrees that no license is created herein or otherwise for the use of the name, trademark or other indicia of LSU without the specific prior written approval of the Office of the Vice Chancellor for Finance & Administrative Services and Comptroller and that it shall neither state nor imply, either directly or indirectly, that the Permittee, its products or activates are supported, endorsed or sponsored by LSU and, upon the written direction of LSU shall issue express disclaimers to that effect.

5. The parties agree that nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or agents, and Permittee shall have no power to obligate or bind LSU in any manner whatsoever.

6. The Producer will pay a permit/location fee of \$ via check made payable to LSU and sent with the signed original of this form to the following address:

LSU
Finance & Administrative Services
Attn: Ashley Territo
330 Thomas Boyd Hall
Baton Rouge, LSU 70803

7. Permittee agrees to indemnify, defend, and hold LSU, its officers, directors, agents, and employees, harmless from and against any and all losses, liabilities, and claims, including reasonable attorney's fees arising out of or resulting from the willful act, fault, omission, or negligence of Permittee or of its employees, contractors, or agents in performing activities governed by this Agreement.

8. The parties agree that this Agreement shall be governed by the laws of the State of Louisiana.

Recommended by LSU Facility Manager: _____

For Permittee:
Signature _____ Date _____

Name _____

Title _____

For LSU:
Eric N Monday
Vice Chancellor for Finance & Administrative Services and CFO

Signature _____ Date _____

LOCATION AGREEMENT

This Agreement made and entered into at Baton Rouge, Louisiana, this *** day of ****, **** by and between the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, herein represented by Eric N. Monday, Vice Chancellor for Finance and Administrative Services and CFO of Louisiana State University and A & M College, ("LSU"), and ***** ("LICENSEE"), herein represented by _____, its _____.

WITNESSETH

WHEREAS, facilities and premises include buildings and other property belonging to or in the care and custody of the Board of Supervisors of Louisiana State University and Agricultural and Mechanical College ("FACILITIES"), and

WHEREAS, FACILITIES are established and reserved for use in accomplishing the instructional, research and public service missions of LSU which must always be given first priority in the assignment of facilities and premises for use, and

WHEREAS, LSU seeks to work with Louisiana Governor’s Office of Film & Television Development to increase the State’s opportunities in this area of economic development, and

WHEREAS, LICENSEE seeks to obtain the use of certain LSU FACILITIES from LSU to conduct filming and related activities (“FILMING”) for a television show “The Generations Project.”

WITNESSETH, THAT LSU and LICENSEE, agree as follows:

A. LSU Agrees:

1. To make available to LICENSEE such facilities and premises owned by LSU as are mutually agreed herein to conduct the filming for a television show “*****” which shall be in accordance with conditions and charges (if applicable) provided by Attachment A hereto.
2. To perform additional services and provide materials to or on behalf of LICENSEE as mutually agreed subject to (a) availability of services and materials at the times requested and (b) agreement by LICENSEE to pay LSU for such services and materials which shall be in accordance with the fee schedule set forth in Attachment A and B hereto, or if not encompassed within Attachment A, as provided by Addendum hereto executed by LICENSEE and LSU.

B. LICENSEE Agrees:

1. To pay LSU for services, materials and facilities provided hereunder no later than Sixty (60) days after invoicing of LICENSEE by LSU, said fees to be determined in accordance with Attachment A hereto.
2. To pay LSU for all and any damage (normal wear and tear excepted) to LSU FACILITIES and premises caused or contributed to by LICENSEE, its officers, employees, agents, contractors, members, guests or invitees.
3. To maintain at all times during any Agreement hereunder, insurance with Louisiana authorized insurers as follows:
 - a. Workmen's Compensation - Statutory limits.
 - b. Comprehensive General Liability, including Personal Injury Liability coverage - \$1,000,000.
 - c. Board of Supervisors of Louisiana State University and Agricultural and Mechanical College, its officers, officials, employees, agents and volunteers are to be named as additional insured.
 - d. To provide certificate(s) of insurance to the LSU Office of Risk Management which are not subject to cancellation without thirty (30) days prior written notice to LSU.
5. That the general concept and shots have received approval and do not involve any changes to the structures involved. If any changes should be requested of the facilities, these changes must be submitted in writing, reviewed and receive written approval before any changes to any facilities may take place. If any Facility Services or Landscape Services fees are incurred, they are the responsibility of the LICENSEE.
6. That LICENSEE shall neither state nor imply, either directly or indirectly, that LICENSEE, or its activities, other than pursuant to exercise of this Agreement, are supported, endorsed or sponsored by LSU other than for the conducting of this event and, upon the direction of LSU shall issue express written disclaimers to that effect.
7. Parking, Traffic and Transportation and LSU Police are the only entities that oversee parking, traffic, police and security services on campus and any charges for such matters will be the responsibility of the LICENSEE.
8. That, notwithstanding that LICENSEE is an independent contractor, having only authorization to use certain FACILITIES and to contract for receipt and use of certain goods and services under this Agreement, LICENSEE, will undertake to observe and conform to the general rules (of which it is made aware) applicable to use of LSU's FACILITIES. This provision is designed to assure that nothing be done which is inconsistent

with the maintenance of an educational institution environment and the character of a state institution which makes its facilities open to persons without discrimination.

C. LSU and LICENSEE both agree:

1. That the Interim Vice Chancellor for Finance & Administrative Services or a designee will be the administrative officer of LSU who will be advised by LICENSEE of any problems or questions that arise under this Agreement. This paragraph intends to recognize that unforeseen situations not covered by this Agreement, but necessarily related to its operation, may occur.
2. That LICENSEE agrees to indemnify, defend and save LSU harmless including its officers and employees, from any and all loss, damage, injury, liability or other causes of action, and cost thereof, including but not limited to claims for injury, death, or damage of or to LICENSEE's employees or property of LICENSEE or employees or property of LICENSEE's agents, subcontractors, or any other third party, resulting directly or indirectly from the performance of this contract, except to the extent such loss, damage, injury or liability is, by final decision, proven to be caused by the gross negligence or intentional misconduct of LSU.
3. That LSU shall not be liable for any damage to LICENSEE'S PROPERTY occasioned by plumbing, gas, water, steam, sewage, heating, air conditioning, or electrical equipment, or the bursting or leaking of same, nor for damage arising out of water being upon or coming through the roof, openings or other acts of God.
4. That LICENSEE agrees to provide, at its expense, all necessary licenses and permits required in occurrence with law for use of the FACILITIES as herein provided.
5. The parties agree that nothing herein shall be construed to place the parties in the relationship of partners or joint venturers or agents, and LICENSEE shall have no power to obligate or bind LSU in any manner whatsoever.
7. That, if need be determined, addenda may be attached to this Agreement to cover matters not dealt with herein. If so, the addenda shall be designated as additions to this Agreement. If any addendum intends to nullify or contradict a section of this Agreement it shall expressly so state. Otherwise, it will be interpreted as subservient and governed by what is contained in this Agreement. An executed copy of each addendum should be stapled to this Agreement.

9. **Term:** LICENSEE shall have use of the LSU property listed in Attachment B on ***** no earlier than *** through *** for set up, tear down and filming. This agreement for use of LSU property may be extended with the written approval of LSU for a period agreed upon by both parties upon the same terms as set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

Louisiana State University and
Agricultural & Mechanical College:

Eric N. Monday
Vice Chancellor for Finance and
Administrative Services and CFO

Date: _____

WITNESSES:

LICENSEE:

Signature

Title: _____

Date: _____

Attachment A

**Schedule of hourly charge rates for services of selected LSU departments:
OFFICE OF FACILITY SERVICES**

<u>Service</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>
A/C Maintenance	\$26.50	\$39.75
Auto Shop	25.75	38.63
Building Services	11.75	17.63
Carpentry	22.50	33.75
Control	27.75	41.63
Moving Crew	17.00	25.50
Electrical	23.75	35.63
Energy Management	27.75	41.63
High Voltage Electrical	26.75	40.13
Landscape	18.25	27.38
Lock Shop	24.50	36.75
Painters	23.50	35.25
Planner/Estimator	28.50	42.75
Plasterers	23.50	35.25
Plumbers	25.50	38.25
Pump Maintenance	27.50	41.25
Sheet Metal	26.50	39.75

OFFICE OF PARKING, TRAFFIC AND TRANSPORTATION

<u>Service</u>	<u>Regular Rate</u>	<u>Overtime Rate</u>
Traffic Control Officer	\$14.00	\$19.00
Traffic Control Supervisor	21.00	27.00

LSU POLICE DEPARTMENT

<u>Service</u>	<u>Overtime Hourly Rate</u>
All Police Officers	\$42.00

**Attachment B
Shooting Fee Schedule**

Location	Action	Date	Cost
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Total Location Fee			\$
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Includes all set, shoot, and strike time in all locations. As specified, this does not include any legitimate expenses for services provided, unless specified.

Please make check for \$ payable to LSU.

SAMPLE