

FILMING AND PHOTOGRAPHY AT SMITH COLLEGE

Founded in 1871, Smith College is the largest undergraduate women's college in the United States and a leader in liberal arts education. Smith provides access to film crews and photographers when those activities are in keeping with the mission of the college and when they do not conflict with the college's primary activities of teaching and research. Access will be denied if the presence of a film crew is deemed to be disruptive or if the planned use of the footage or images is not in keeping with Smith's educational mission.

Permission for any filming or photography must be granted by the Office of College Relations prior to filming. Film crews/photographers must provide an application, provide proof of insurance, and pay access fees to Smith at least four weeks prior to the start of filming. In cases of a sustained project, access approval must be obtained for each filming session on Smith property.

Request for access

All applications for access should be made in writing to the Media Relations Director, Office of College Relations, Smith College, Northampton, MA 01063. Fax: (413) 585-2174.

Application and Agreement

In consideration of Smith College permitting access and filming on its campus,
_____ (hereinafter 'film crew/photographer') agrees to the following:

1. Film crew/photographer agrees to comply with all federal, state, and local laws, codes, ordinances, rules and regulations while on Smith College property. A crew, its employees, agents, participants, and guests must abide by all of the College's rules and regulations and must comply with the directions of Smith public safety personnel and other Smith officials.
2. Film crew/photographer agrees to obtain the consent of all persons who are the subject of filming or photography or blur the images of such persons so that they are not personally identifiable. Failure to provide proof of written consent upon request to the College may result in Smith College refusing to allow film to be used for any purpose.
3. Film crew/photographer agrees to provide Smith College a copy of the film or photographic image(s) at least four weeks prior to the public release of the product.
4. Vehicles belonging to film crew/photographer will only be parked in areas designated by Smith College. Parking in fire lanes, private drives, or on sidewalks is not permitted for an extended period of time.
5. Smoking is prohibited in Smith College buildings under all circumstances.
6. Film crew/photographer acknowledges that access privileges do not grant permission to move any furniture or items, nor to modify any of the existing facilities. Requests to move items must be approved by the Office of College

Relations, and all items must be returned to their original locations before a crew leaves campus.

7. Electrical outlets will be provided up to a safe amperage load, based on the capacity of facility circuits. If equipment used by the film crew/photographer exceeds normal limits, generators must be provided at the crew's expense.
8. Smith College reserves the right to cancel or reduce the period of access due to unforeseen causes.
9. Film crew/photographers are responsible for the disposal of all debris in proper receptacles.
10. At least one Smith College staff member will remain with a film crew/photographer at all times.
11. Film crew/photographer agrees to provide comprehensive general liability insurance, covering bodily injury in the sum of not less than one-million dollars (\$1,000,000) per person; one-million dollars (\$1,000,000) per occurrence; and workers' compensation insurance in accordance with the laws of the Commonwealth of Massachusetts. All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to the College and shall be maintained at film crew/photographer's expense. All insurance required hereunder shall name "**The Trustees of the Smith College, its agents, its employees, and its assigns**" as additional insureds and shall contain a clause requiring written notice to the College thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance as evidenced by return receipt of United States certified mail. Certificates of insurance shall be supplied contemporaneously with the execution and delivery of this section.
12. To the fullest extent permitted by law, film crew/photographer will indemnify and hold harmless Smith College, including its current and former trustees, officers, directors, employees, volunteer workers, agents, assigns and students from and against claims, government action, damages, losses and expenses, including but not limited to attorney's fees, arising out of, or from its performance under this Agreement, including the acts of its employees, whether or not caused in part by parties indemnified herein. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist in the absence of this Agreement.
13. No party to this Agreement shall, without express written consent in each case, use any name, trade name, trademark, or other designation of any other party hereto (including contraction, abbreviation or simulation) in advertising, publicity, promotional, or any other activities or context. This prohibition extends to the visibility of Smith College marks in the film that is the subject of this Agreement.
14. This Agreement constitutes the entire agreement and there are no oral or other representations regarding the subject of this Agreement that are binding on either party. All changes to this Agreement must be in writing, signed by both parties.
15. Film crew/photographer agrees to pay location fees. A daily rate will be based on the normal Smith College business hours of 8:30 a.m. to 4:30 p.m., Monday through Friday. Filming outside those hours will require separate permission and

additional fees. Fees will be agreed upon at following acceptance of the application and will become an addendum to this Agreement. Fees are due prior to filming and should be made payable to **The Trustees of the Smith College** and delivered to: Smith College Office of College Relations, Garrison Hall, Northampton, MA 01063, Attn: Media Relations Director.

Name and Address of Company: _____

Company Representative and Title: _____

Representative's contact information (include phone number(s), email address, etc.):

Start date/time of access: _____ End date/time of access: _____

Location(s) of filming/photography:

Purpose of the filming/photography and intended distribution:

Approximate number of people affiliated with the production company who are involved in the filming/photographer on campus: _____

As an authorized representative of _____
(Company name or individual), I state that I have full right and authority to enter into the above agreement with Smith College and I agree to follow the policy or void my right of access to Smith College facilities and staff.

Producer or Representative's Signature

Date

Designated Smith College contact person: _____