



AMES LABORATORY LOCATION AGREEMENT

This Location Agreement is made between the Ames Laboratory of the United States Department of Energy, located at Iowa State University of Science and Technology (“AMES LABORATORY”), and the individual or company listed below as “PRODUCER.”

PRODUCER

Name of Company _____

Contact Person _____

Address _____

Phone _____ Cell Phone _____

Email Address _____

AMES LABORATORY

Office of Public Affairs
Contact Person: Steve Karsjen
111 TASF
Iowa State University of Science and Technology
Ames, IA 50011-3020
Phone: (515) 294-5643

Summary description of purpose for filming, videotaping, photographing or recording (Purpose):

Description of specific premises to be used by PRODUCER:

Production dates and times:

Upon the request of the PRODUCER, AMES LABORATORY agrees to grant PRODUCER access to the premises and the non-exclusive right to use the premises for the Purpose identified in this agreement according to the attached Terms and Conditions.

Agreed to and accepted:

PRODUCER

By: _____ Date: _____
Title: _____

AMES LABORATORY

By: _____ Date: _____
Office of Public Affairs
By: _____ Date: _____
Ames Laboratory Director

AMES LABORATORY, U.S. DEPARTMENT OF ENERGY
LOCATION AGREEMENT
TERMS AND CONDITIONS

1. **Grant of License**
Subject to these terms and conditions, AMES LABORATORY hereby grants to PRODUCER the non-exclusive use of the premises, together with access to the premises, for the Purpose identified in the agreement.
2. **Escort**
Unless waived by the AMES LABORATORY, while on the premises carrying out the Purpose, PRODUCER shall be accompanied at all times by an escort assigned by the Office of Public Affairs. PRODUCER agrees to cooperate with the AMES LABORATORY for all arrangements pertaining to use of the premises including parking, public safety, security, power/utility requirements, cleanup/trash removal, and other logistics. AMES LABORATORY reserves the right to review plans for the execution of the Purpose and any related scripts or story boards. The AMES LABORATORY may require a walkthrough prior to any filming, videotaping, photographing or recording.
3. **Use of the Premises**
PRODUCER may use the premises for the identified Purpose and no other purpose without the written permission of AMES LABORATORY. PRODUCER agrees to leave the premises in as good an order and condition as when received, normal wear and tear excepted. AMES LABORATORY agrees that PRODUCER may place all necessary personnel, facilities and equipment on the premises and PRODUCER agrees to remove those same items after completion. PRODUCER shall not make any modification to the physical structures on the premises or move any fixtures or other property located on the premises. Noncompliance with the terms of this agreement will result in PRODUCER being asked to stop production and leave the premises.
4. **Damage to Premises**
PRODUCER will use reasonable care to prevent damage to the premises. Any costs associated with damage to the premises or other property of AMES LABORATORY or Iowa State University that are caused by or associated with PRODUCER's operations, under this agreement, shall be the responsibility of the PRODUCER. PRODUCER agrees to pay any such charges pursuant to an invoice presented by the AMES LABORATORY (including cleanup).
5. **Disruption**
PRODUCER acknowledges and agrees that during the time PRODUCER is on the premises, AMES LABORATORY will be carrying out its normal operations at the premises. Under no circumstances may PRODUCER's use of the premises interfere with the normal operation of the AMES LABORATORY or Iowa State University. PRODUCER shall not unreasonably disrupt the academic activities at the AMES LABORATORY or Iowa State University.
6. **Legal Compliance**
PRODUCER agrees to use and occupy the premises in a safe and careful manner. PRODUCER will comply with all applicable state, federal and local laws, regulations and ordinances, as well as any regulations and policies of AMES LABORATORY and Iowa

State University. Unless PRODUCER has specific written permission from AMES LABORATORY, while on the premises PRODUCER shall not:

- Disrupt AMES LABORATORY or Iowa State University events or the lawful use of AMES LABORATORY or Iowa State University facilities by other persons.
- Interfere with the free flow of vehicle or pedestrian traffic.
- Injure or create a threat of injury to any persons.
- Participate in illegal or criminal behavior.
- Consume alcohol, beer, wine or controlled substances.
- Carry any weapons onto the premises.
- Violate the AMES LABORATORY or Iowa State University parking and traffic regulations.
- Damage or deface AMES LABORATORY or Iowa State University property or threaten to do so.
- Participate in activities that result in littering, pollution or other nuisance.

7. Indemnification

PRODUCER shall indemnify and hold harmless AMES LABORATORY, the United States of America, Iowa State University, the State of Iowa, the Board of Regents of the State of Iowa, and any of their officers, servants, agents and employees of any liability, claim or cause of action arising out of, or relating to any loss, damage or injury that results from use of the premises.

8. Insurance

PRODUCER shall purchase and maintain throughout the term of this agreement commercial general liability insurance to protect PRODUCER from all claims of bodily injury, including accidental death, personal injury, and property damage arising from operations under this agreement. In addition, all statutory insurance requirements, including Workers' Compensation, shall be met. Limits of such insurance shall be as stated below:

<u>Type of Insurance</u>	<u>Limits of Liability – Minimum</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 per occurrence

The "Ames Laboratory", "United States of America", "Board of Regents, State of Iowa", "State of Iowa", and "Iowa State University" shall be named on insurance policies as additional insureds. At least ten days prior to the beginning of this agreement, PRODUCER shall provide a Certificate of Insurance evidencing the required insurance coverage to AMES LABORATORY.

9. Abandoned Property

AMES LABORATORY assumes no responsibility for any property of PRODUCER left on AMES LABORATORY premises. Any property left for more than ten days from the last day of use under this agreement shall be deemed abandoned.

10. **Copyright**

PRODUCER shall own all copyrights in and to the photographs, images, recordings, videotape or film made by the PRODUCER in accordance with this agreement. PRODUCER shall have the right to use the images, photographs and/or recordings in any manner it may desire, for an unlimited number of times, in perpetuity in any and all media now known or hereafter invented, in connection with the Purpose. The PRODUCER has no obligation to use the images. These rights are based on the condition that the PRODUCER will not use the images or recordings in any way that will adversely impact the goodwill and reputation of the AMES LABORATORY. Also, unless otherwise requested by AMES LABORATORY, it is required that the AMES LABORATORY be identified as the location used for the Purpose and given credit and acknowledgement. It is the responsibility of the PRODUCER to obtain permission from subjects of their filming, videotaping, photographing or recording, for use of their name, image, recording or likeness.

11. **Trademark**

PRODUCER agrees that AMES LABORATORY's name, nicknames or trademarks shall not be used in commercials or advertisements without the AMES LABORATORY's permission. AMES LABORATORY's name shall not be used in any manner of endorsement without prior written approval.

12. **Third-Party Rights**

PRODUCER is responsible for obtaining any necessary publicity releases and permissions from any third party to use their likeness, image or recording during the Purpose.

13. **Educational Experiences**

If requested by AMES LABORATORY and agreeable to PRODUCER, PRODUCER will be available to participate in the education of AMES LABORATORY's students by using students in the production, providing guest speakers to academic classes, allowing students to observe the production, and including students in other learning experiences related to the production.

14. **Entirety of Agreement**

This agreement, together with any attachments, constitutes the entire agreement between the AMES LABORATORY and the PRODUCER. Any modification of this agreement shall be in writing and shall be signed by both parties.

15. **Governing Law**

This agreement shall be governed by the laws of the United States of America and the State of Iowa, and any disputes arising under it shall be instituted in the appropriate courts in the State of Iowa.