

## MEDIA USE AGREEMENT

“Project”:           (corporation name)           at SUNY Stony Brook (for the purpose of recording, filming, taping, and/or photographing           (name of event)          )

“Property”: State University of New York at Stony Brook, (          approved location          )

“Term”:           (Date(s) and times)           for the \_\_\_\_\_ Event,

LOCATION FEE: \$ \_\_\_\_\_

This Media Use Agreement ("Agreement") is entered this \_\_\_ day (          month          ) 2007, by and between the State University of New York ("SUNY"), a corporation organized and existing under the laws of New York with its principal place of business located at State University Plaza, Albany, New York, 12246, for and on behalf of SUNY at Stony Brook, ("Stony Brook"), and           (corporation name)          , a corporation organized and existing under the laws of New York, with its principal place of business located           (corporation address)          .

In return for (a) one copy of the Project program described above ("Project program"), and (b) the grant to Stony Brook of the non-exclusive right to use the Project program, any portion thereof or any photograph of the Property, for institutional promotional purposes only, Stony Brook and           (corporation name)           agree as follows:

Stony Brook hereby grants to           (corporation name)           and its agents, affiliates and employees, the right to: (a) enter, remain on and occupy the Property during the Term with personnel and equipment for the purpose of recording, filming, taping and/or photographing in connection with the Project Program and undertaking related activities; (b) make audio and video recordings (including without limitation, photographs) on and of the Property; and (c) edit, broadcast and/or transmit such recordings in all manners, formats and media now known or hereafter devised throughout the universe in perpetuity in such manner and to such extent as           (corporation name)           may desire, whether or not in connection with the Project program. Subject to Stony Brook's right to use the Project program, any portion thereof, or any photograph of the Property for institutional promotional purposes only, all rights of every kind in such recordings in all manners, formats and media now known or hereafter devised (including without limitation all copyrights therein and all renewals, extensions and restorations of said copyrights) shall be solely owned throughout the universe in perpetuity by           (corporation name)          . The rights herein granted include the responsibility to refer to Stony Brook and the Property by its correct name.           (corporation name)           specifically agrees not to hold itself out as representing the State of New York, SUNY or Stony Brook in connection with the use of the Property to which this Agreement relates.           (corporation name)           shall not be obligated to produce the Project program or to make any actual use of any recording made on or of the Property.

          (corporation name)           shall be solely responsible for (a) pre-obtaining express written releases from each individual who may be filmed, recorded or photographed for the Project Program, (b) insuring that each agent, affiliate or employee listed in Exhibit A also pre-obtains an express written release from each individual who they may film, record or photograph at the event and (c) shall provide a copy of each signed release to Stony Brook, upon request.

          (corporation name)           shall take reasonable care to prevent damage to the Property made available to it during the Term.           (corporation name)           shall indemnify and hold harmless the State of New York, SUNY and Stony Brook from any and all claims, suits, actions, damages, losses and costs and attorney's fees of any person(s) arising out of or based upon their activity, personal injuries, death or property damage suffered by such person(s) resulting from: (a) any act or omission on           (corporation name)          , its agents, affiliates or employees' part in connection with their use of the Property; or (b)

any breach by (corporation name) or its agents, affiliates or employees, of any representation, warranty or undertaking set forth herein.

(corporation name) agrees to remove all of its equipment and accessories after completion of work, and leave the Property in as good of condition as when received.

(corporation name) shall provide a certificate of insurance evidencing general liability insurance in the amount of one million (\$1,000,000) dollars per occurrence and three million (\$3,000,000) dollars in the aggregate, and naming the State of New York, the State University of New York and the State University of New York at Stony Brook as "additional insureds", for liability coverage for acts committed by or suffered by (Corporation Name) ('s) agents, affiliates, employees, invitees and/or visitors. This certificate of insurance must also include coverage for copyright and civil rights violations. Such insurance shall remain in effect throughout the term of this Permit.

[Corporation Name] shall return this agreement with appropriate signatures to (scheduling coordinator) no later than \_\_\_\_\_, 200X.

All events that serve alcohol MUST comply with University Alcohol Policy.  
( see <http://studentaffairs.stonybrook.edu/jud/alcohol.shtml> )

Each party hereby represents and warrants that: (a) it possesses the full right, power and authority to enter into and fully perform this Agreement, (b) it has obtained and will comply with all required authorizations, approvals, licenses or permits from all government authorities in order for it to enter into and perform its obligations under this Agreement, (c) it is free of any contractual obligation that would prevent it from entering into or performing its obligations under this Agreement, (d) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate action and (e) it will not act in a manner or enter into any oral or written agreements inconsistent with this Agreement.

This Agreement and exhibit attachments express the entire understanding between the parties with respect to the subject matter hereof and may not be changed, modified, or terminated except in writing. If any provision of this Agreement is adjudged to be void or unenforceable, the same shall not affect the validity of this Agreement or of any other provision hereof.

Violation of this policy or misuse of campus facilities may result in denial of future access, disciplinary and/or legal action.

STATE UNIVERSITY OF NEW YORK  
AT STONY BROOK

(Corporation Name)

\_\_\_\_\_  
James Fabian, Director  
University Revocable Permit Program

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

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

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

**EXHIBIT A**

For the purpose of recording, filming, taping, and/or photographing the \_\_\_\_\_ event  
\_\_\_\_\_ 200X

1. Names of (corporation name) agents, affiliates and employees