



# MONTANA STATE UNIVERSITY

## FACILITIES USE PERMIT FOR FILMING AND PHOTOGRAPHY ON CAMPUS

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

Name of Organization: \_\_\_\_\_

Representative/Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Anticipated Attendance: \_\_\_\_\_

Campus Facility(s) to be used: \_\_\_\_\_

Facility Use Fee: \_\_\_\_\_

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### Directions for this form

Permittee to fill out this form in its entirety. Permittee shall provide proof of insurance as required below. Please return this form to MSU Conference Services. A representative from MSU Conference Services will contact you regarding your permit application and will advise on next steps involved with utilizing the permit.

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Permittee is responsible for and assumes liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees and agrees to defend, indemnify and hold Montana State University (hereinafter referred to as "MSU") harmless from any such liability. Permittee further agrees to indemnify, defend, and hold the university from any claims or costs, including legal fees, which might arise alleging infringement or other claim of unauthorized use of intellectual property.

All persons using university property on Permittee's behalf shall be under Permittee's care, custody and control during the period of this Permit. All activities conducted by Permittee on university property will be the responsibility of the Permittee.

At the termination of this Permit, Permittee must return university facilities to the same condition as received upon commencement of use, or Permittee may incur additional janitorial costs as necessary for university to clean and restore the facilities to their original condition.

University shall not be deemed to be in default of this Permit or liable for damages if the performance of any or all of its obligations hereunder are delayed or become impossible because of any act of God,

terrorism, war, riot or civil disobedience, epidemic, strike, lock-out or labor dispute, fire or any cause beyond university's control.

University facilities shall be used only in accordance with all federal, state and local laws and university policies. Use of the facilities shall be denied if they are not in accordance with these laws and policies, or if circumstances are such that the proposed use would interfere with the orderly operation of university's programs.

Failure of Permittee to comply with any of the terms and conditions herein will result in automatic cancellation of this Facility Use Permit.

### **Limitations on Use**

This Permit does not give Permittee permission to use any other facilities on the MSU-Bozeman campus or to use the name "Montana State University," or any abbreviation thereof, in any manner whatsoever other than for location purposes in connection with this Permit. Permittee's written or promotional material shall not name MSU as "sponsor" unless such permission has been granted in writing by the university.

### **Scheduling Priorities**

MSU Conference Services has the right to refuse a Facilities Use Permit due to a conflict in scheduling spaces or events on campus. Scheduling priorities for university functions will take precedent over non-university functions in the case of Facility Use Permit applications.

### **Rates for use of Facilities**

Rates for use of university facilities will be determined by MSU Conference Services.

### **Insurance**

Permittee will maintain commercial general liability insurance, including bodily injury, personal injury and property damage, with combined single limits of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Coverage shall be occurrence coverage and MSU shall be named as an additional insured. MSU reserves the right to require higher limits of liability if in its judgment they are warranted due to the nature of the Permittee's activities.

### **Parking**

There is a charge for parking on campus Monday through Friday between the hours of 6am-6pm. Parking is available in the pay lot at the corner of South Seventh Avenue and Grant Street on a per day or per hour basis. Other parking options may be available. Contact the Parking Service office at (406) 994-2121. Please advise your participants of this information.

### **ADA Compliance and Indemnification**

Permittee agrees and warrants that it shall comply with all laws, rules, regulations and ordinances having jurisdiction over it. This shall include, without limitation, all fire codes, building codes and all applicable provisions of the Federal Americans with Disabilities Act. Specifically, during the time of its occupancy of the facilities, Permittee agrees to provide, at no cost to the University, sign language interpreters, auxiliary aids and any other services required under the ADA for the events held at the leased premises. Permittee agrees to indemnify university and its employees from any claims, losses, suits, proceedings, damages or liabilities, including attorneys' fees, that arise out of or based on the grounds that the facilities or services provided by the Permittee failed to comply with the applicable provisions of the ADA or any other applicable law. Permittee agrees to reimburse university for any legal or other expenses incurred by Montana State University in connection with investigation of defending against such claims, losses, suits, proceedings, damages, or liabilities, as and when such expenses are incurred.

**Cancellation Policy**

Notice of cancellation must be made in writing and submitted to Conference Services.

MSU reserves the right to discontinue reviewing the Facilities Use Permit if all the pertinent information is not provided prior to two weeks before Permittee's use of facility if the proper forms are not presented, liability insurance is not proven or the best interests of the university are not taken into consideration with this request.

**Dispute Resolution**

Any dispute regarding or arising under this Agreement will be subject to and resolved in accordance with the laws of the State of Montana.

**Client Obligations**

Any fees for the use of MSU facilities are due prior to the start of filming. MSU also reserves the right to collect a security deposit prior to the start of filming if there is the perceived need to offset damages from filming. This deposit will be returned at the close of filming if no damages have occurred. No less than two weeks prior to the Permittee's arrival, the applicant will provide an agenda to Conference Services with requests for special needs, equipment or accommodations. Permittee must abide by university rules and regulations. Permittee is responsible for assuring that participants are aware of and abide by MSU rules and regulations. Rules are available for review at [http://www.montana.edu/wwwcf/housing\\_uni\\_regs.php](http://www.montana.edu/wwwcf/housing_uni_regs.php).

**Outdoor Locations**

Location	Description	Date(s)	Time(s)	No. People

Additional information: \_\_\_\_\_

\_\_\_\_\_

**Indoor Locations**

Room rental includes during basic set up, filming or tear down. Requests that require special setup or changes in service will result in additional charges. Audio/Visual equipment is available for rent by contacting MSU Conference Services at 406-994-3081. Please make arrangements no later than two weeks prior to the function date.

Sanitation cost for additional trash collection will be passed on to the permittee when excessive garbage is discarded in MSU dumpsters or trash bins. Additionally, permittee is responsible for any damages incurred during a filming event.

Note: All food and beverage sold and provided on campus must be supplied by University Food Services.

Building	Room	Date(s)	Time(s)	No. People	Function	Rental Fee

Additional information: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Catering Needs**

Catering arrangements must be made directly with MSU Catering. For menus, catering policies and more information, call 406-994-3336 or visit, [www.montana.edu/wwwufs/catering](http://www.montana.edu/wwwufs/catering).

**Approval Signatures**

The duly authorized representatives of the parties have executed this agreement on the day and year set forth below.

**For Montana State University**

**University Communications**

\_\_\_\_\_  
 Signature Printed Name Date

**Conference Services Manager**

\_\_\_\_\_  
 Signature Printed Name Date

**Building Manager**

\_\_\_\_\_  
 Signature Printed Name Date

**Facilities Services Planning**

\_\_\_\_\_  
 Signature Printed Name Date

**Facilities Services – Operations and Maintenance**

\_\_\_\_\_  
 Signature Printed Name Date

**Residence Life**

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Signature	Printed Name	Date
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**Registrar's Office**

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Signature	Printed Name	Date
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**University Police**

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Signature	Printed Name	Date
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**Parking Services**

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Signature	Printed Name	Date
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**Catering Manager**

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Signature	Printed Name	Date
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**For Permittee:**

**Representative**

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Signature	Printed Name	Date
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**Please submit signed form to Conference Services manager in SUB 211**