

LEE-FENDALL HOUSE MUSEUM & GARDEN

SUPPLEMENTAL FILM AND PHOTOGRAPHY AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, by and between the Virginia Trust for Historic Preservation (“VTHP”), 614 Oronoco Street, Alexandria, VA 22314 and _____ (name of company) (“Producer”) whose principal office is at: _____.

Producer desires to photograph features of and/or activities in the boundaries of the VTHP-administered Lee-Fendall House Museum & Garden (all collectively referred to as "the Premises" on the following dates _____ solely for the purpose of obtaining film footage (“Film”) for Producer’s project tentatively entitled _____ (“the Project”). In no instance will any images or other aspects of the Film be used other than as expressly provided for in this Agreement. “VTHP” and “Producer” are also referred to individually as a “Party” and together as “Parties” in this Agreement.

1. All Personnel of Producer must be under the control and supervision of Producer’s on-site representative, and Producer shall be responsible for all acts and omissions of its Personnel. Producer's personnel, employees, agents, invitees, contractors, subcontractors and others performing services for Producer shall be included in the definition of "Personnel" in this Agreement.
2. Producer's on-site representative shall be _____. The contact person for VTHP shall be Amanda Roper.
3. Producer's Personnel shall strictly comply with VTHP's requirement that VTHP shall designate areas from which filming may be conducted and Producer. Personnel shall adhere to VTHP's instructions and restrictions communicated on-site to Personnel. No one is permitted in the gallery display areas in the museum unless prior arrangements have been made by the Lee-Fendall House Museum’s Executive Director. Furniture within the Lee-Fendall House Museum, with few noted exceptions, cannot be used. Objects within the museum may be moved or removed, but only by, or under the supervision of, the Lee-Fendall House Museum’s Executive Director. *Any objects harmed or destroyed by the renter shall be replaced or the company shall be billed the fair market value of the object.* Only handheld equipment (cameras, tripods, and lighting) may be used during the filming. Permission to use other equipment must be granted in a separate, written agreement signed by VTHP. Equipment may not be stored on the Premises overnight and all risk of loss or damage to equipment and film is assumed by Producer. Any additional access granted hereunder shall be subject to the terms of this Agreement.
4. Producer shall be solely responsible for providing safety instructions and on-site supervision of Personnel during activities under or related to this Agreement. Producer agrees that it shall be solely liable for, and shall indemnify and hold VTHP, its personnel, officers, agents, representatives, invitees, volunteers, and contractors harmless for any claims, damages or injury arising from or related to activities or omissions of Producer, Personnel, equipment or the Program.
5. For any film project, Producer agrees that it will maintain a policy of comprehensive liability insurance against claims for personal injury and property damage caused by or arising out of the activities hereunder, with minimum limits of one million dollars (\$1,000,000.00) per occurrence and an errors and omissions insurance policy with minimum coverage of one million dollars (\$1,000,000.00) per occurrence. The deductible on each policy shall be not more than \$5,000.00 and VTHP and Lee-Fendall House Museum & Garden shall be named as additional insured under each policy. Producer agrees to furnish VTHP with a certificate of insurance certifying that the insurance coverage required by this Agreement is in full force and effect at least one week prior to the rental period.
6. The Fees and Scheduled Period of Use for the Project are those defined in the separate Rental Contract. If Producer needs such additional time to complete the filming, such time may be granted in the sole discretion of the VTHP and shall be subject to the payment of additional fees. After filming, Producer shall provide VTHP with a written report as to the amount of time spent filming or on filming-related activities during each day such activities occurred. For film projects, additional fees may be charged for additional uses of the film and Program, including but not limited to

home video rights and additional broadcast term(s). Such rights may be negotiated under a separate agreement, but, unless otherwise agreed, the fee for home video use of film footage obtained hereunder shall be \$2 per second included in the home video version of the Program. All fees herein are in US dollars and, with the exception of the minimum payment listed in Section 7, below, all payments are due and must be made within forty-five (45) days of the activities that give rise to the extra fees.

7. Producer shall provide VTHP with a paid up, perpetual license to
 - a. show the Project or portions of it in the Lee-Fendall House Museum
 - b. include on the Lee-Fendall House Museum & Garden web site and social media pages up to three (3) images (made under this Agreement), or portions thereof, from the Project.
8. For film projects, Producer shall also provide VTHP with three (3) VHS or DVD copies of the Program within thirty (30) days of the initial showing of the Program. Producer shall provide CCBF with a copy of the finished Work upon completion of the Work and agrees that, after the Work's first airing by Producer or its assignee, transferee or licensee, CCBF may show the Work in its entirety or portions of it in the CCBF Visitor's Center and/or museum, without limitation as to number of showings, via television or computer display or via any media now known or hereafter conceived.
9. Producer agrees that it shall obtain any additional permissions required for the Project. The film (including any of the images and sounds) resulting from the permission(s) granted and obtained pursuant to this Agreement shall only be used in the Project and for marketing the Project. Any publication or use of the images will credit the Lee-Fendall House and the photographs shall not be used in third-party advertisements or for other commercial purposes other than to advertise the Producer's business unless approved by the Foundation. The term for the use of the film obtained under this Agreement in the Program shall commence upon the signing of this Agreement and shall terminate in seven (7) years. The waiver provided by CCBF in this Agreement shall be:
 - a. applicable to all media now known or hereafter conceived
 - b. perpetual and effective everywhere.
10. Unless VTHP requests that its name be omitted from the credits, the end credits of the Project(s), or wherever other sources of materials are acknowledged, shall acknowledge the courtesy of VTHP and include the Lee-Fendall House Museum & Garden name and web site address in the following manner in the credits section and in a size equal to the largest credit: "Filmed/Photographed On Location At Lee-Fendall House Museum & Garden, Alexandria, Virginia, Courtesy Of The Virginia Trust for Historic Preservation, www.leefendallhouse.org." Unless otherwise required by VTHP, the credit shall also be used on all materials used or authorized by Producer with regard to showings of the Project. VTHP shall be provided with a pre-release copy of the final Project so that VTHP can determine if its name and/or web site address should be omitted from the credits. This determination will be made within five (5) days of receipt of the Project by VTHP and shall be communicated by facsimile or e-mail to Producer at an address supplied by Producer. VTHP may require omission or modification of the credit at any time.
11. The permissions granted and obligations assumed herein are personal to Producer and may not be assigned or otherwise transferred unless agreed in writing by VTHP, except that the rights and obligations of Producer may be assigned to a third party who purchases all right, title and interest in the completed Project. Such assignee must assume all obligations of Producer hereunder and, in addition, Producer shall also retain liability for all such obligations. VTHP may assign or transfer its rights and/or obligations under this Agreement. If VTHP fails to enforce any provision of this Agreement, or fails to exercise, or determines to waive any right, such failure or waiver shall not be construed as constituting either: (1) a waiver of its rights to enforce such provision with respect to other events; (2) a course of dealing; or (3) a waiver of any other rights under this Agreement.
12. This Agreement and all disputes arising from or related to it, or its subject matters, shall be governed, resolved and remedied in accordance with the laws of the State of Virginia, USA, applicable to agreements, acts, omissions, and behavior made, performed and accomplished wholly in Virginia, without resort to conflict of laws principles. The Uniform Computer Information Transactions Act, as adopted by any State, shall not apply to this Agreement. The Parties agree that any and all disputes will be resolved in the state or federal judiciary in Virginia and that neither Party will object to jurisdiction of such judiciary or the appropriateness of the forum as a matter of convenience or otherwise. Both Parties have fully considered the language, terms and provisions of this Agreement and both Parties expressly agree that ambiguities, if any, shall not be construed against the drafter, but shall be resolved in a fair manner without unequal prejudice to any of the Parties. If any provision(s) of this Agreement shall be deemed unenforceable in a determination by a body with proper jurisdiction, the Parties agree (without waiving rights of appeal) that the unenforceable provision(s) shall be: (1) reconstituted to approximate as closely as lawfully possible

the evident intent of the Parties; or (2) if option (1), above, cannot be implemented, the unenforceable provision(s) shall be excised from the Agreement and the Parties shall negotiate in good faith with respect to modification of the Agreement. If the Parties cannot agree to a modification, the Agreement shall be enforced without the unenforceable provision in a fair manner and without undue prejudice to either Party. The controlling version of this Agreement shall be this English-language version; any translations will be merely for convenience, shall be non-binding and shall not be used as an interpretative aid with respect to this Agreement or the Parties' rights and obligations under it.

This Agreement embodies the entire understanding of the Parties with respect to its terms and subject matters, and supersedes all previous agreements, communications, negotiations and representations between them with respect to its terms and subject matters. No amendment or modification of this Agreement shall be valid and binding upon the Parties unless in writing and signed on behalf of each Party by its duly authorized officer.

AGREED AND ACCEPTED:

Virginia Trust for Historic Preservation ("VTHP")

Producer: _____

By: _____

By: _____

Print Name and Title: _____

Print Name and Title: _____

Date