

VENUE RELEASE BETWEEN
_____ AND
CLARK COUNTY SCHOOL DISTRICT

LOCATION: _____ School, located at _____,
Las Vegas, Nevada _____ **DATE:** _____

Brief description of the filming/project: _____

1. General Terms

This grant and release (this "**Release**") is entered into effective as of the date set forth below. Clark County School District ("**CCSD**") hereby grants to _____ ("**Producer**"), and any person or entity authorized by Producer permission to:

- (a) Photograph and record at the CCSD property named _____ School, located at _____, Las Vegas, Nevada ("**Location**"; or "**Venue**" when referenced together with CCSD) in mutually agreed upon locations therein (on film, videotape, audiotape, digital media or otherwise),
- (b) Edit and modify any resulting photographs, recordings or other media or materials (the "**Photographs and Recordings**") subject to Sections 6, 7, and 8 of this Release, and
- (c) Use and distribute the Photographs and Recordings subject to Sections 6, 7, and 8 of this Release.

2. Property Rights Regarding Photographs and Recordings

CCSD further understands and agrees that Producer will own all rights of any kind in the Photographs and Recordings, and that CCSD will retain no rights therein. CCSD further understands that Producer shall have no obligation to make any use of the Photographs or Recordings and that all rights granted in this Release are fully sublicensable and assignable. However, CCSD requires review, approval, and release of photographs, recordings or other media produced on their property. At no time will CCSD permit a negative portrayal of a school, CCSD, or affiliated persons being recorded or photographed. This process in no way relieves Producer of the responsibility to obtain all necessary releases and approvals of any parties that may be involved in the media use indicated herein.

3. Consideration

CCSD hereby acknowledges that Producer has separately paid consideration (the "**Consideration**") to CCSD for the right to use the Location. CCSD hereby acknowledges and agrees that the Consideration shall be the only consideration and payment required to be transferred by Producer or its affiliates to CCSD in exchange for the permission granted, and agreements set forth, in this Release. For the avoidance of doubt, CCSD acknowledges and agrees that CCSD shall not be entitled to receive any additional compensation for any use by Producer or its affiliates or designees of any of the Photographs and Recordings.

4. Approval of the Principal and Assistant Chief Student Achievement Officer

The date(s) and time(s) of the above described permissions to enter, occupy, and/or use the Location have been approved by the Principal and the Assistant Chief Student Achievement Officer of _____ School.

5. Applicable Licenses or Permits Required by City, County, or State

Producer is responsible to obtain and maintain any required permits or permissions required by city, county, or state officials.

6. Endorsement

Producer agrees that the Photographs and Recordings will not imply any endorsement of Producer by CCSD, and should include the following disclaimer: "*The Clark County School District does not endorse this commercial company or its products.*"

7. Use of Logos

Producer must obtain final approval of any use of the Venue's name, logo, signs, marks or slogans used in the Photographs and Recordings. Producer shall not edit or modify the Photographs and Recordings in a manner that is derogatory, defamatory, slanderous, censorable, or untrue with respect to the Venue, CCSD, or its employees or students.

8. Remove Proprietary or Personal Information

Producer has been advised that various materials and displays at the Location may contain proprietary or personally identifiable information of individuals or companies. It is the responsibility of Producer to temporarily remove/sanitize the information or to obtain the necessary clearance/release to include the information in the Photographs and Recordings.

9. Ability to Stop Filming

Should CCSD find in its reasonable discretion that any activities being conducted are detrimental to the Venue, illegal in any manner, or dangerous in nature, CCSD shall have the authority to temporarily halt activities until concerns are resolved, or to otherwise require resolution of the problem.

10. Safety Precautions and Programs

Producer shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Release.

11. Indemnity and Liability

Producer will protect, defend, indemnify and hold harmless CCSD and all CCSD's agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of, attributable to, or resulting from the performance of Producer's work whether it is caused in part or in whole by a party indemnified under the Release.

Producer assumes liability and responsibility for all its activities at the Location. Producer also assumes liability and responsibility for the Photographs and Recordings and any use thereof in media now known to exist or that becomes known in the future.

12. Insurance Requirements

Producer shall provide evidence of the following insurance coverages.

- (a) Commercial General Liability in an amount not less than \$1 million each occurrence, naming (and providing endorsement for) Clark County School District as an additional insured.
- (b) Errors and Omissions coverage in an amount not less than \$1 million, naming Clark County School District as a named insured for this production.
- (c) Statutory Worker's Compensation/Employer's Liability insurance in an amount not less than \$1 million, also providing a waiver of subrogation in favor of the Clark County School District.

13. Non-Assignability

Neither Producer nor CCSD may assign any part or all of this Release without the consent of the other party.

14. Third Party Disclaimer

This Release is made for the benefit of the parties to the Release, and not for any outside party.

15. Authority to Execute and Release

Both parties assert that they have all necessary powers and authority to execute and deliver this Release. The execution, delivery and performance of this Release has been duly and validly authorized by all necessary corporate, limited liability company or other similar entity action.

16. Agreement to Terms

Both parties hereby attest that they have read and agree to the terms of this Release.

17. Release is Irrevocable

This Release is irrevocable, so that Producer may proceed in reliance thereon.

ACKNOWLEDGED AND AGREED:

Name: Clark County School District
Title: Assistant Chief Student Achievement Officer
Signature: _____
Print Name: _____
Address: _____

Phone: _____
Email(optional): _____

ACKNOWLEDGED AND AGREED:

Producer Name: _____
Signature: _____
Print Name: _____
Title: _____
Address: _____

Phone: _____
Email(optional): _____