



**UNITED STATES OLYMPIC & PARALYMPIC TRAINING CENTER COMMERCIAL
ACCESS REQUEST**

**ADDRESS:
CONTACT:
PHONE:**

EMAIL ADDRESS:

SHOOT DATE:

Production Information

1. Program treatment
2. What would you like to shoot on-site at the Olympic & Paralympic Training Center:
3. What production company will be handling the shoot?
4. Who is the shoot ultimately for:
5. Broadcast plans for the project:
6. Distribution plans for the project:
7. Talent will include:
8. How many cameras & how many crew total:
9. List of crew:

TERMS OF AGREEMENT - For Review

1. You agree:
 - a. To pay to the USOC \$1200.00 per day as a location fee;
 - b. **Not to use any Olympic or Paralympic marks or terminology in the title, subtitle or graphics of your Program or within the program in any other manner (such as background shots), provided that, if you have entered into a Marks Rights Agreement with the USOC, you may use such marks as authorized in such agreement;**
 - c. **Not to permit any sponsorship, or any other third party association, with the Olympic/Paralympic segment of your Program, except as has otherwise been authorized by the USOC in a Marks Rights Agreement;**
 - d. To air and authorize the airing of the Program only during the three year period commencing upon the date of execution by You of this Agreement.

2. You further agree:
 - a. To pay all amounts due the USOC within 30 days after receipt of an invoice from the USOC;
 - b. To indemnify, defend and hold harmless the USOC and its officers, directors, employees, resident athletes, volunteers and agents from and against any and all liability, loss, expense (including attorneys' fees) or claims for injury or damage sustained by any person(s), arising out of your or your representatives', agents' or contractors' acts or omissions or the authorizations granted under this Agreement, unless such liability, loss, expense or claim arises from the sole negligence or willful misconduct of the USOC;
 - c. Without limiting any of your other obligations or liability under this Agreement, You and any third-party you engage for the Program will maintain insurance with minimum limits and conditions as specified in Exhibit A hereto;
 - d. To obtain all necessary releases and consents from the individuals appearing in the footage you shoot at the OTC;
 - e. **Not to use the footage you shoot at the OTC for any purpose other than the Program;**
 - f. To promote the USOC, U.S. Olympic and Paralympic athletes and hopefuls, and the Olympic and Paralympic movements in the United States in a positive manner in your Program;
 - g. To comply with any requirements for use of a USOC video production crew specified in Exhibit B hereto; and
 - h. **That the USOC shall be the sole and exclusive owner of the copyright in all of the footage You shoot at the OTC and that You will obtain written assignments of copyright from any independent contractors which you engage to shoot such footage, as necessary to vest copyright ownership with the USOC.**
 - i. **To deliver a digital copy of the Program to the USOC within 2 days of final production at the following address:**
**U.S. Olympic Broadcasting
C/O Tamera Reub
1 Olympic Plaza
Colorado Springs, CO 80909**

Insurance Requirements

You (and any third-party you engage with respect to this Agreement) must show evidence of the following:

Commercial general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, including coverage for third-party bodily injury and property damage. The USOC must be designated as an Additional Insured with respect to Your activity while on the OTC premises.

Worker's compensation (statutory limits) and employer's liability insurance (minimum limits of \$500,000). Said coverage will waive subrogation rights in favor of the USOC.

Media/broadcasting liability insurance with limits of not less than \$1,000,000 (required of You only) unless coverage for intellectual property risks, including but not limited to copyright, trademark and invasion of privacy, **in any and all media** is included in Your general liability coverage.

Certificates of Insurance designating the USOC as a certificate holder must be forwarded to USOC, attention: Risk Management.