

Requestor Name
Address
Telephone Number

Re: Permission to Photograph, Video or Film

To Whom It May Concern:

This letter, together with the Peabody Museum Policy on Filming in Galleries, attached as Addendum A, sets forth the terms and conditions under which the President and Fellows of Harvard College, on behalf of the Peabody Museum of Archeology and Ethnology (“Harvard”) will grant to **Name** (“**Name**”) the right to make still photographs, film, video and audio recordings of **Person and/or Objects (PMAE Numbers) Site, Country** for the video project entitled “**Title**” (the “Recordings”). If and when the terms of this letter are accepted by you, it will constitute a contract between you and Harvard concerning the Recordings.

1. The Recordings will be made only in the **Location** of the Peabody Museum of Archeology and Ethnology on **Date**.
2. Those employed by **Name** will follow any and all instructions that may be issued by Harvard personnel.
3. In the conduct of activities at Harvard and on Harvard property, **Name** will act in accordance with all applicable federal, state, and municipal laws, ordinances, and regulations.
4. **Name** will be fully responsible for its actions and the actions of its officers, employees, and agents and will hold Harvard and its officers, employees, and agents harmless and indemnify them against: (1) any and all liability for any actions or omissions by **Name** and/or its officers, employees, and agents; and (2) any and all liability resulting from **Name**'s use or exploitation of the Recordings. **Name** will be responsible for all costs, including attorneys' fees, incurred in defending against any claim of such liability. **Name** will indemnify and hold harmless Harvard and its officers, employees, and agents against any claim of any nature arising from the exercise by **Name** of the rights hereby granted and will assume the defense of any such claim if requested or indemnify Harvard and/or its officers, employees, and agents for all costs, including attorneys' fees incurred in

defending against such claim if Harvard does not request that **Name** assume the defense of such claim.

5. Harvard does not warrant that it controls all rights necessary to permit public display of the Recordings, including without limitation, public display of the image of **Object (PMAE Number) Site, Country**. **Name** is responsible for determining if any other permission is required and for obtaining any and all other permissions, releases, permits and licenses that may be necessary.
6. **Name** will maintain worker's compensation and commercial general liability with such insurers, with such coverages, and with such limits and deductibles as are satisfactory to Harvard. **Name** will name Harvard as an additional insured on all relevant insurance policies, and will provide certificates of such insurance to Harvard prior to making the Recordings on September 25, 2001.
7. **Name** will be fully responsible for the content of Recordings and **Name** will not represent in any way that Harvard is responsible for, has endorsed, or is connected with **Name's** enterprise or with the content of the Recordings. **Name** has no authority to make use of the name, emblem, or logo of Harvard or any of its schools or departments, including without limitation the Peabody Museum of Archaeology and Ethnology, except to the extent that any member of the public engaging in the presentation of a documentary has such right. Such rights of a member of the general public are not by this agreement either enlarged or diminished.
8. The Recordings may only be used for broadcast, cablecast, educational film distribution, and for promotion of the video project entitled "**Title**," and not in any other context. Any additional uses or permissions must be agreed in writing prior to the commencement of the Recordings.
9. **Name** will not use the Recordings in any way that would tend to embarrass or disparage Harvard, its students, employees, or museum collections.
10. All rights of every kind in and to the Recordings shall be and remain vested in **Name** and its successors, assigns, and licensees.
11. **Name** will give to Harvard one master copy of the final video project entitled "**Title**" free of charge and grants to Harvard the perpetual non-exclusive royalty-free right to make copies thereof and to use the video project and any copies thereof for non-profit, educational purposes.
12. **Name** agrees to identify Peabody Museum staff or affiliates interviewed in the film as Peabody Museum staff or affiliates in the film in appropriate closing credits.
13. **Name** will pay Harvard a fee of **\$1500** (U.S. currency) for each day or **\$750** (U.S. currency) for each half-day of filming at the Peabody Museum of Archaeology and Ethnology, payable in advance of filming. **Name** also will be responsible for the

direct and indirect costs incurred by Harvard in connection with **Name**'s activities on Harvard's property, including any and all clean-up and repair costs. **Name** will make payment for such expenses promptly upon presentation of invoices for the same. **Name** will have reasonable rights of audit and inspection of relevant books and records in order to verify the correctness of invoices rendered under this agreement.

Name and Harvard each warrant to the other that they respectively have the necessary rights and full authority to execute this agreement and that the consent of no other person, firm, or corporation is required for this agreement to be legally binding on them. This agreement contains the entire agreement between the parties, is executed in multiple counterparts as a sealed instrument to be governed by Massachusetts law, can be amended only by an instrument signed by the parties, and is dated as of _____, 2008.

PRESIDENT AND FELLOWS OF
HARVARD COLLEGE, ON BEHALF OF
THE PEABODY MUSEUM OF ARCHEOLOGY
AND ETHNOLOGY

Name