

# Production Handbook



**We Learn  
By Making  
Things.**



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Welcome  
to MAGIC

# RIT | MAGIC Spell Studios

## We learn by making things.

**MAGIC Spell Studios** at **Rochester Institute of Technology** expands the reach of our **School of Film and Animation** while also supporting research and entrepreneurial activities in **Rochester** and **western New York**. Our mission includes making this **state-of-the-art facility** available for industry and commercial use, adding MAGIC to the growing list of production resources available in the Rochester region.

Our **specialty spaces** rival those found in **NYC** and **LA**, giving our students a one-of-a-kind education, while simultaneously supporting the economic growth of an already **thriving local film community**. Our students can serve as a **convenient and professional resource** for commercial productions, and are available to fill potential crew gaps or serve as production assistants.

### Contact

Amanda Hughes is the primary contact for film production crews across RIT campus and MAGIC Spell Studios.

**Please reach out with any facility questions or inquiries.**

### Amanda Hughes

MAGIC Spell Studios  
Technology and Studio Manager  
[arkpph@rit.edu](mailto:arkpph@rit.edu) | (315) 877 – 1778



# Rochester, NY

As the home of **Eastman Kodak**, **Rochester** has always had a vibrant film community. Rochester is a favorite location destination for production, including **feature films, television series, documentaries, reality TV, commercials** and **music videos**. You will find a deep and experienced **union and non-union crew base, camera** and **G&E rental, casting agencies**, and **location services**. The **Rochester/Finger Lakes Film Commission** is the regionally funded resource dedicated to supporting your production.

For more information, visit <http://www.visitrochester.com/>





# Rochester, NY Production Resources

The **Rochester/Finger Lakes Film Commission** is an **AFCI member organization**, staffed by an experienced, professionally trained team.

**Nora Brown, Film Commissioner**

[nbrown@filmrochester.org](mailto:nbrown@filmrochester.org)

(585) 455-0505 (cell)

(585) 279-8322 (office)

[www.filmrochester.org](http://www.filmrochester.org)

The Rochester/Finger Lakes Film Commission is the official representative to the film industry on behalf of **Monroe County** and the communities of the **Finger Lakes region**, providing information and connection with regional infrastructure and production support services.

RIT's School of Film and Animation (SOFA) enrolls over 400 students in three degree programs: a BFA in animation or production; a BS in motion picture science; and an MFA in production, animation, or screenwriting.



# Rochester Institute of Technology and the School of Film and Animation

Founded in **1829**, **Rochester Institute of Technology** is a diverse and collaborative community of engaged, socially conscious, and intellectually curious minds. Through **creativity** and **innovation**, and an intentional **blending of technology, the arts and design**, we provide exceptional individuals with a wide range of academic opportunities, including a leading research program and an internationally recognized education for **deaf and hard-of-hearing students**.

Beyond our main campus in **Rochester, New York**, **RIT** has international campuses in **China**, **Croatia**, **Dubai**, and **Kosovo**. And with nearly **19,000 students** and more than **135,000 graduates** from all **50 states** and over **100 nations**, RIT is driving progress in industries and communities around the world. At RIT, **we are always on to something amazing**.

Find out more at [rit.edu](https://rit.edu)



# Rochester Institute of Technology and the School of Film and Animation

Students enrolled in the **BFA production program** graduate as competent crew members, having gained experience in all filmmaking aspects from **pre to post production**. The curriculum is designed to give students a taste of all filmmaking crafts, then allows them to choose their own path to specialize in their strengths. The **animation BFA curriculum** is designed similarly, in which students choose to **specialize in 2D, 3D or stop motion animation**.

The **Motion Picture Science BS degree** crosses multiple disciplines in **film production, imaging science, and engineering**. It is unique to RIT, providing students an opportunity to work in the **technical side of the filmmaking industry**.

Graduates of the **MFA program** will receive a **terminal degree** in filmmaking. Students choose to specialize in **production, screenwriting, 2D or 3D animation**, and must complete a **thesis capstone project** to fulfill degree requirements. Upon graduation, students have the knowledge and skillset to either work on a **production or animation team**, write, direct, or teach their discipline at a university level.





CAD resources include: a large format printing facility, carpentry, painting, on-set photography, competent student film crew, and more.

## Available Talent within RIT's College of Art and Design

Students, faculty, and staff within the conveniently located **College of Art and Design (CAD)** are an extensive resource available to productions filming at MAGIC. CAD houses a variety of nationally ranked programs ranging from **film and animation**, **industrial design**, **furniture design**, **photography**, **glass blowing**, and everything in between.

Because of RIT's **commitment to experiential learning**, these students are eager to learn from working professionals and are prepared to contribute to your projects when appropriate. With proper planning, this **professionally trained student body** can be available to help your crew in transforming our sound stage into a **working set**.





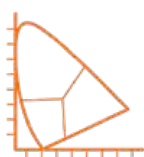
# MAGIC Facilities

MAGIC Spell Studios at Rochester Institute of Technology is a **52,000 square foot** research and production facility designed for collaboration and digital exploration. Our **specialized spaces** are outfitted with **industry standard technologies**, providing our students and the **Rochester region** opportunity to imagine and create at a **Hollywood level**.



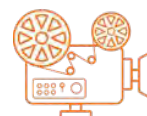
## Production

- Sound Stage
- Virtual Production



## Post-Production

- Baselight Color Correction Suite
- Sound Mix Suite



## Exhibition

- Wegmans Theater

**MSS - 2060**

# **Sound Stage**

**New York State Qualified Film Production Facility (QPF)**



**Our 7,000 square foot sound stage is the only of its size in the Rochester region designed from the ground up to support film production. The stage was intentionally built to meet the criteria of a New York State QPF, and offers technical advantages such as an adjustable light batten rigging system and silent heating and cooling.**

# Sound Stage Specifications



## Architectural Details

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- 7,000 square feet
- 100' x 70' x 35'
- Wall divider allows for two 3,500 square foot stages (Using half stage satisfies NYS QPF tax credit requirements)
- NC 25 sound rating
- Silent heating and cooling
- 35' pic points with 6,000 lb weight capacity
- Sacrificial MDF wood floor with epoxy finish
- Sacrificial perimeter ribbon boards



## Stage Support

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- Flatbed accessible loading dock at stage
- Green Room - 204 square feet
- Hair/make-up/shower facilities
- Production office space (subject to availability)
- Atrium space for lunch (subject to availability)
- Waste removal services available (fees may apply)
- Attached grip cage w/ Arri LED lighting and rigging essentials (rental fees apply)

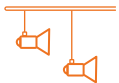
# Sound Stage Specifications



## Power

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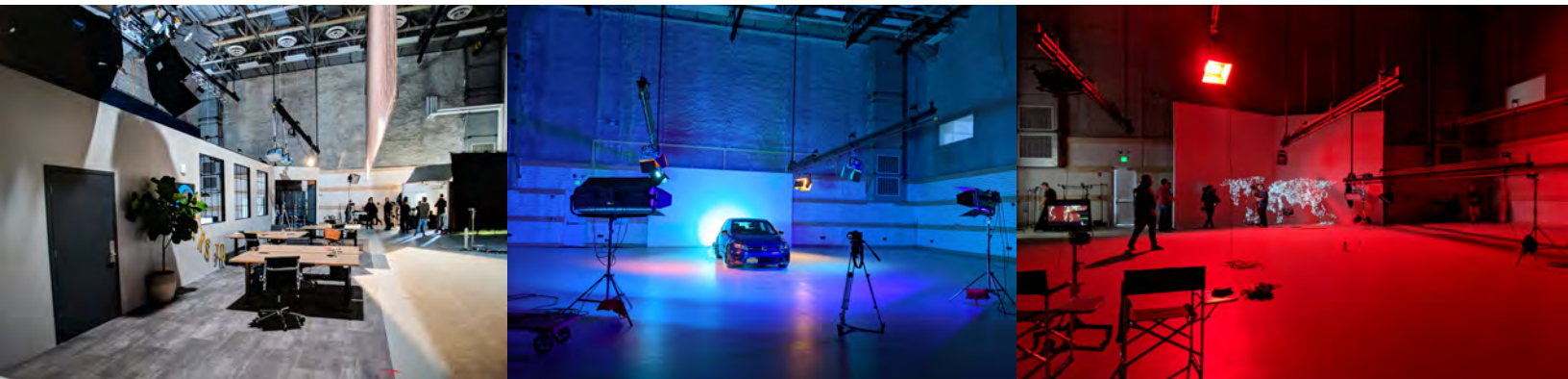
- 2000 total Amps
- Dual 400 Amp company circuits
- (4) 60 Amp, 3-phase, 208Y/120V pin and sleeve receptacles
- (20) Quad Edison power outlets with DMX input and output around stage perimeter



## Lighting Grid Battens

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- 14 independently operated units
- 34' in length per batten – providing full stage coverage. Adjustable from 4' minimum height to 32' maximum height
- 650 lb working load limit per batten
- DMX capable
- (16) Edison duplex receptacle power outlets per batten





# Virtual Production



**MAGIC Spell Studios has partnered with experienced industry professionals to build a full virtual production research studio, tailored to our advanced curriculum delivery.**

**Our sound stage hosts a 32' x 16' LED wall, complete with technical support for advanced workflows including motion capture, camera tracking, virtual art department, and real-time in-camera visual effects via Unreal Engine.**

**Visit our virtual production website to learn more:  
<https://virtualproduction.magic.rit.edu/index.html>**

# **Baselight Color Correction Suite**



**The Baselight Color Correction Suite is outfitted for advanced color grading and motion picture science research. The suite offers both a FilmLight Baselight color grading system and the latest version of Davinci Resolve, which can both be configured for digital intermediate or broadcast television grading, including HDR workflows.**

**Reference monitors include a DCI compliant Christie CP4325 4K RGB laser projection system and a Sony BVM-X300 4K V2 OLED HDR mastering monitor. Calman color calibration support is also available.**



# Baselight Color Correction Suite Specifications



## Architectural Details

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- Theater style seating up to 40
- 20' x 9' screen with movable mask
- Ergonomic sit/stand desk
- 5.1 surround sound



## Technical Details

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- DCI compliant Christie CP4325 4K RGB laser projection system
- FilmLight Baselight with slate control surface
- Davinci Resolve with tangent control panel
- Sony BVM - X300 4K V2 OLED HDR master monitor
- Calman color calibration support DCP packaging and playback



## Supported Deliverables

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- SDR SD, HD, and UHD video formats for ITU-R Rec. 601/709, ITU-R Rec. 1886
- HDR HD and UHD video formats for ITU - R Rec. 2100, SMPTE - 2084
- Digital Cinema Packaging at 2K/4K for SMPTE X'Y'Z' 2.6 gamma

**MSS - 2100**

## **Sound Mix Suite**



**The Sound Mix Suite was engineered as an acoustically optimized space ideal for sound editing and design. It is Dolby certified for 7.1 audio playback, and comes equipped with Avid ProTools Ultimate editing software.**

**The suite offers a foley/ADR narration booth, and was intentionally built adjacent to the sound stage to support live film scoring.**



# Sound Mix Suite Specifications



## Architectural Details

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- Theater style seating up to 40
- 19' x 8' screen
- NC 20 sound rating



## Technical Details

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- Dolby certified 7.1 audio playback
- Avid S3 console and HD omni preamp
- Avid ProTools Ultimate
- ProTools picture playback
- Dolby CP850 Cinema Processor
- Midas M32 Digital Mixer for film scoring applications
- Live film scoring connectivity (audio and video) to adjacent sound stage
- Adjacent foley/ADR voice booth
- UHD laser-phosphor projection system
- Near-field Genelec 2.1 monitoring
- 3rd party software includes: Izotope, FabFilter, Nugen, Soundminer, Synchro Arts

**MSS - 2180**

# **Wegmans Theater**



**The Wegmans Theater is the only proper film screening facility on campus. It comes equipped with a DCI compliant Christie CP4325 4K RGB laser projection system and is Dolby Atmos certified with 58 speakers. Content can be operated using an HDMI plugin at the front podium or through DCP playback.**

# Wegmans Theater Specifications



## Architectural Details

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- Theater style seating up to 180 – side aisle access only
- 35' x 15' screen with moveable masking
- 2,400 square feet
- NC 25 sound rating
- ADA accessible seating
- House LED/RGD accent lighting
- Extended front stage with speaker podium



## Technical Details

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- DCI compliant Christie CP4325 4K RGB laser projection system
- Dolby Atmos sound system
- 58 tuned auditorium loudspeakers
- DCP packaging and playback
- (2) Handheld speaker microphones
- (2) Lavalier speaker microphones
- Front podium touch screen panel for room and content control



## Filming on RIT Campus

**RIT** and **MAGIC Spell Studios** are proud to be a **film friendly location**. Many spaces expanding beyond the **MAGIC** facilities are **accessible to commercial productions**, including exteriors, classrooms, science labs, and more.

Please note that academics are our number one priority, so productions must expect to work around classes and campus activities. Availability varies from space to space dependent on academic needs each semester. See our **"RIT as a Location" Look Book** for locations details.

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Any commercial production interested in filming on RIT campus should contact **Amanda Hughes** at **MAGIC Spell Studios** directly. Please note non-commercial filming requests, such as news media inquiries, are handled by the **RIT University Communications** team at [ritnews@rit.edu](mailto:ritnews@rit.edu).



# Access and Facilities Use

All **production clients** filming on campus must agree to the terms of the **MAGIC Facilities Use Agreement** and provide a **Certificate of Insurance (COI)** to the outlined specifications. A **50% deposit** of the quoted facilities use fee will be due at signing. **Commercial clients** and guests on **RIT campus** are expected to comply with **RIT policies and procedures**, as well as those established by **MAGIC**.

Clients will be issued a **vendor security key card** for access to facilities within **MAGIC Spell Studios**. Access to spaces outside the MAGIC building are coordinated through **Amanda Hughes** with our campus partners. Duration for facility use and access are outlined in the signed **MAGIC Facilities Use Agreement**. Any adjustment to facilities or duration must be approved by **Amanda Hughes** and the facility owner if applicable. Vendor security key cards are to be returned before the client vacates the space.

All **RIT production inquiries** should be directed to **Amanda Hughes** at **MAGIC Spell Studios**. Amanda Hughes is the primary contact for production crews on **RIT campus**. She will coordinate facility usage and fees, manage facility timecards, and serve as “last person out”.

# Facilities Use Agreement and COI Requirements

All facility rates can be found in **Appendix A**. Please note scheduling priority is given to **academic requirements** during the academic year, which runs from late August through early May. All reservations are made in coordination with **Amanda Hughes**.

## Facilities Rates and Availability

Clients must agree to the full terms and conditions of the **MAGIC Facilities Use Agreement**. Originally negotiated facility fees may change during occupancy based on factors such as ad hoc equipment additions or overtime charges incurred after signing. Clients assume full risk and responsibility for any damage, loss, or theft of **RIT property**. Clients must provide a **COI** confirming required insurance coverage as specified. Clients are to name **Rochester Institute of Technology** as additionally insured.

The certificate holder is to be listed as:

Rochester Institute of Technology Attn: Amanda Hughes  
300 Lomb Memorial Drive Rochester NY, 14623

See **Appendix B** for full facilities use agreement and COI requirements.

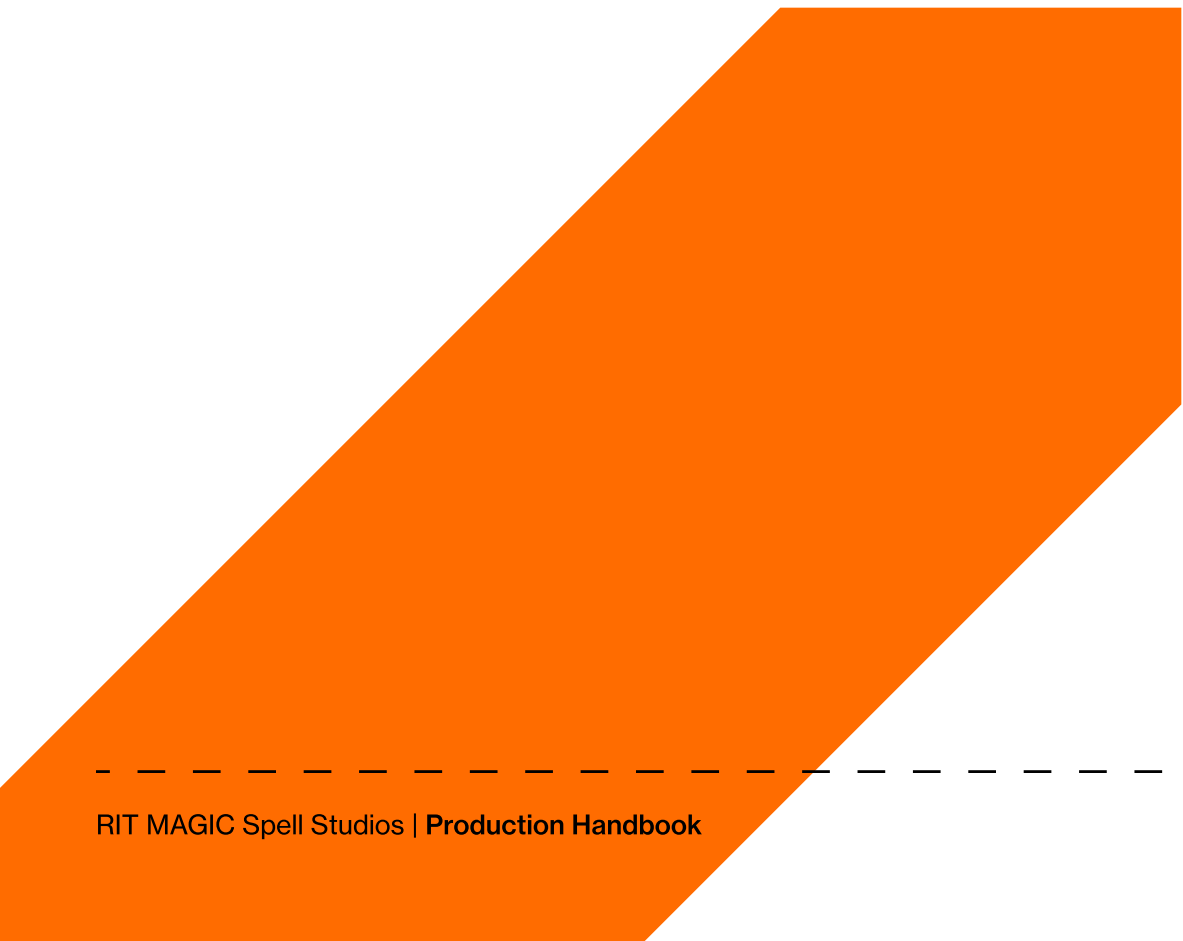


# MAGIC Facility Resources and Services

## Equipment Guide



The **MAGIC Spell Studios** sound stage is outfitted with an **Arri Alexa Mini studio camera package**, **Arri LED Skypanel** and **Fresnel lighting**, and a full **grip department**. Additional gear not available from our inventory can be rented through other local equipment providers. Please reach out to the **Rochester/Finger Lakes Film Commission** for assistance.





# Cleaning and Waste Removal

**MAGIC Spell Studios** provides waste removal free of charge for what is considered to be a normal amount of trash. A normal amount of trash can fit neatly within the provided dumpsters, without any spillage or overflow. Productions may also pursue trash removal services independently. Optionally, MAGIC can coordinate trash removal needs for excessive amounts of trash, including disposal of large set pieces, at the production's expense. A **10% mark-up** will be added to cover MAGIC's time and labor, and the production must have crew available to strike the set and waste. Productions interested in MAGIC's assistance with trash and set removal must coordinate with **Amanda Hughes** before contract signing.

If a production leaves waste or set pieces behind without a previous arrangement to do so, they will be invoiced for the cost of waste removal, including the **10% mark-up**, and a **\$500 surcharge** will also be incurred.

**MAGIC facilities** and property must be cleaned and returned to their original state upon vacating the space at the end of the rental term. This includes sweeping and/or vacuuming, and removing any materials, equipment, trash, tape and residue. Clients will be invoiced a **\$500 fee** in addition to any other expenses incurred for failure to return spaces and equipment back to their original working order.

# Appendices

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A2. Post-Production - - - - - 28

A3. Equipment - - - - - 29

B. Facilities Agreement and COI Requirements - - - - - 33

# MAGIC Spell Studios Production Rate Card

MAGIC Spell Studios and the RIT campus are proud to be a film friendly location. Rates below include a production-competent location's representative. Additional fees may apply for specialty requests.

Please note: Academic scheduling takes priority for MAGIC Sound Stage and all offstage RIT campus locations.

*\*Weekends are defined as any production activity taking place between the hours of 8pm Friday - 8am Monday in acknowledgement of RIT business hours and academic activity. Overnight hours are defined as any production activity taking place between the hours of 12am and 8am.\**



## Sound Stage

Service	Full Stage (7,000 sqft)	Half Stage (3,500 sqft)
Prep, Build or Strike	\$1200/day	\$700/day
Prelight or Shoot (w/ Battens)	\$2000/day	\$1100/day
Prelight or Shoot (w/o Battens)	\$1500/day	\$800/day
Overtime (>10 hours)	\$150/hour	\$150/hour

## Offstage Facilities

Service	Price
Green Room	No Charge
Makeup / Restroom	No Charge
Shower / Restroom	No Charge
Production Office	No Charge

## Utilities

Service	Price
Electrical	No Charge
AC / Heat	No Charge
Internet	No Charge
Parking	No Charge



# MAGIC Spell Studios Production Rate Card

## Additional Facilities

Service	Rate
Small Conference Room - 2015 (Seats 7)	\$25/hour
Large Conference Room - 3190 (Seats 14)	\$25/hour
Demo Lounge - 2170 (Seats 9)	\$25/hour

## Offstage Filming Locations

Service	Rate
RIT campus as location	\$1000/day
Overtime (>10 hours)	\$100/hour

## Equipment/Set Staging

Service	Rate
Half Stage	\$250/day
Full Stage	\$500/day
Offstage filming location	\$250/day

## Weekend and Overnight Rate

Service	Rate
Weekend and Overnight Surcharge	\$200/day
Weekend and Overnight Overtime	\$200/hour

# MAGIC Spell Studios Post-Production Rate Card

MSS post-production rates are for the facility only and do not include a colorist or audio engineer. MAGIC Spell Studios is happy to connect clients with talent trained in these areas for independent hire.

*\*Weekends are defined as any production activity taking place between the hours of 8pm Friday - 8am Monday in acknowledgement of RIT business hours and academic activity. Overnight hours are defined as any production activity taking place between the hours of 12am and 8am.\**



## Baselight Color Correction Suite

### Description

Rates include color grading software, control surface, and calibrated reference monitors.

Service	Price
Set-up fee	\$100
Baselight Color Grading	\$200/hour
Davinci Resolve Color Grading	\$125/hour

## Sound Mix Suite

### Description

Dolby certified for 7.1 audio playback.

Rates include Avid Protools and selection of 3rd party sound design software.

Service	Price
Set-up fee	\$100
Sound Mixing and Playback	\$125/hour
ADR/Narration Session	\$150/hour

## Weekend and Overnight Rate

Weekend and Overnight Rate: 25% upcharge to hourly rate

# MAGIC Production Equipment Rate Card

## Camera and Accesories

### Arri Alexa Mini Package

Qty.	Name
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1	Arri Alexa Mini Body
1	EVF
3	256 GB CFast Cards
1	Card Reader

Qty.	Name
------	------

4	Anton Bauer XT150 Batteries and Charger
1	Studio 19mm Set Alexa Mini Gold Mount
1	Arri FF-5 Cine Follow Focus

**\$1000/day**

### Arri LMB Matte Box Kit

Qty.	Name
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1	LMB 4x5 Matte Box
1	LMB 4x5 15mm Lightweight Support Console
1	LMB 4x5 Extra Rotatable Filter Stage
1	LMB 4x5 Extra Non-Rotatable Filter Stage
1	LMB 4x5 Swing Away Tilt Module
1	Top Flag
2	Side Flags
1	Schneider IRND 0.3, 0.6, 0.9, 1.2

Qty.	Name
------	------

1	Set of Mattes Spherical
1	Set of Mattes Anamorphic
1	19mm Rod Adapters
1	9", 13", 17" 19mm Rods
1	Tiffen Black Pro-Mist 1/8, 1/4, 1/2, 1
1	Tiffen Pro-Mist 1/8, 1/4, 1/2, 1
1	Tiffen Multi Rota Tray with 138mm Circular Polarizer

**\$100/day**

### Sigma T1.5FF High Speed 5-lens Kit (PL Mount)

Qty.	Name
------	------

1	20mm Lens
1	24mm Lens
1	35mm Lens
1	50mm Lens
1	85mm Lens

**\$400/day**

# MAGIC Production Equipment Rate Card

## Camera and Accesories

### Blackmagic Ursa Mini Pro G2 Camera Package

Qty.	Name	Qty.	Name
1	Ursa Mini Camera Body (EF mount)	1	Canon 24 - 105mm f/4 Lens
2	256 GB CFast Cards	1	Handheld Grips
2	Anton Bauer XT150 Batteries w/ charger	1	SmallHD Onboard Monitor w/ Batteries
1	15mm Camera Support and Shoulder Mount	1	Onboard Shotgun Mic
1	CFast Card Reader	1	Camtree Hunt Follow Focus

**\$550/day**

### Blackmagic Pocket Cinema 6k

Qty.	Name	Qty.	Name
1	Pocket 6k Camera Body (EF Mount)	1	1TB SSD w/ Mount
1	Gold Mount Battery Plate	1	5" Onboard Monitor w/ Batteries
2	Titon 150 Gold Mount Bateries w/ Charger	1	Tilta Follow Focus
1	Tilta Baseplate and 15mm Rod Adapter	1	Onboard Shotgun Mic
1	Tilta Camera Cage	1	AC Power Cable

**\$150/day**

### Camera Accessories

Name	Price	Name	Price
Cam-TV Fluid Head Tripod	\$70/day	TV Logic 5.5" Monitor	\$75/day
Nucleus Wireless Follow Focus	\$100/day	Sigma T2 FF High Speed 135mm Lens	\$80/day
Arri Handheld Grips	\$35/day	Teradek Wireless Transmitter w/ Two Receivers	\$150/day
Alexa Mini Wetsuit	\$35/day	50' BNC	\$6/day
Innotiv Apollo 40 NXT Cart	\$50/day	25' BNC	\$3/day
SmallHD 17" Studio Monitor	\$200/day	Shorty BNC	\$2/day
SmallHD 5.5" Studio Monitor	\$75/day	DJI Ronin RS2	\$125/day

Learn More: [rit.edu/magic](http://rit.edu/magic)  
Contact: Amanda Hughes at [arkpph@rit.edu](mailto:arkpph@rit.edu)

**RIT** | MAGIC Spell Studios



# MAGIC Production Equipment Rate Card

## Grip and Electric

### Lighting

Name	Price	Name	Price
Arri S30	\$225/day	Mole Richardson Tener	\$200/day
Arri S60	\$250/day	Chimera Softbox L7	\$30/day
Arri S120	\$350/day	Chimera Lantern S30	\$30/day
Arri L7-C	\$135/day	Chimera Lantern S60	\$30/day
Arri L10-C	\$150/day	Chimera Lantern S120	\$30/day

### Flags and Rags

Name	Price	Name	Price
8x8 Frame	\$25/day	12x12 Silk	\$45/day
8x8 Solid	\$33/day	2x3 Solid	\$6/day
8x8 Single	\$33/day	2x3 Single	\$6/day
8x8 Double	\$33/day	2x3 Double	\$6/day
8x8 Silk	\$33/day	2x3 Silk	\$6/day
8x8 White Solid	\$33/day	2x3 Wood Cucoloris	\$6/day
12x12 Frame	\$30/day	2x3 Cello Cucoloris	\$6/day
12x12 Solid	\$45/day	4x4 Floppy Cutter	\$8/day
12x12 Single	\$45/day	4x4 Open Frame	\$8/day
12x12 Double	\$45/day	20x20 Green/Blue Screen	\$120/day

### Production Support

Name	Price
Director's Chairs	\$7/day

# MAGIC Production Equipment Rate Card

## Grip and Electric

### Hardware and Rigging

Name	Price	Name	Price
Junior Pipe Clamp	\$3/day	Cheeseborough	\$3/day
Baby Pipe Clamp, 5/8" pin	\$3/day	Avenger D600 Mini Boom	\$5/day
Baby Grid Clamp	\$3/day	3' Telescoping Hanger	\$5/day
Mafer Clamp	\$3/day	3" Baby Plate	\$3/day
Matthellini 3" Center Jaw	\$3/day	Junior to Baby Pin Adapter	\$3/day
Matthellini 6" End Jaw	\$3/day	Lollipop	\$5/day
Quaker Clamp	\$4/day	Safety Chain	\$1/day
A Clamp	\$1/day	10ft Speed Rail	\$10/day
Grip Head	\$3/day	Grip Arm	\$2/day
Gobo Head	\$3/day		

### Stands

Name	Price	Name	Price
C Stand with 40" Arm	\$5/day	BabySitt'r w/ 3" Baby Plate	\$3/day
Mombo Combo Stand	\$14/day	Low Boy Combo Stand	\$6/day
Digital Combo Stand	\$6/day	Senior Double Riser Rolling Stand	\$10/day
Monitor Stand	\$10/day		

### Others

Name	Price	Name	Price
10ft Stinger	\$2/day	Full Apple Box	\$2/day
25ft Stinger	\$2/day	Half Apple Box	\$2/day
50ft Stinger	\$2/day	Quarter Apple Box	\$2/day
15lb Sandbag	\$2/day	Pancake Apple Box	\$2/day
25lb Sandbag	\$2/day	Dolly Track	\$15/day
Cribbing	\$1/day		

## APPENDIX B1

### FACILITIES USE AGREEMENT BETWEEN ROCHESTER INSTITUTE OF TECHNOLOGY AND [Company]

This Facilities Use Agreement made this \_\_\_\_ day of \_\_\_\_, between Rochester Institute of Technology, a not for profit institution of higher education organized under the laws of the State of New York whose principal address is One Lomb Memorial Drive, Rochester, New York 14623 (“RIT”) and [Company] whose address is \_\_\_\_\_ (“Company”).

**Facility:** Subject to the terms of this Agreement, RIT agrees that Company shall enjoy a revocable, non-exclusive license to be present on the RIT Campus in the location(s) (hereinafter referred to as the “Facility”) and duration as outlined in Exhibit “A” attached to this Agreement and made an integral part thereof. This Agreement also includes use of RIT Equipment as outlined in, and subject to terms of Exhibit “C,” to this Agreement. All other equipment and supplies needed to perform Company’s activities shall be provided by Company at its sole expense. Any equipment provided by Company shall be removed from the Facility by Company upon the expiration or termination of this Agreement, provided that if the installation or removal of such equipment causes any damage to the Facility, Company shall reimburse RIT for the cost of all repairs.

**Fees:** Company agrees to pay RIT the Deposit, Facility Use Fee, and (as applicable) Cleaning Fee specified in Exhibit A. Company acknowledges responsibility for purchases, equipment rental and/or materials costs, incurred by the Company in their use of the Facility, including, if applicable, the equipment rental fees set forth in Exhibit C.

**Limits on Use:** The Company acknowledges that access to the Facility is a privilege and may be revoked by RIT for cause at any time. Use of the Facility is limited to the activities described in the Company’s Project(s) outlined in Exhibit “A”. This Agreement does not grant to Company any rights to use, publicize, or otherwise include RIT intellectual property, including but not limited to trade names and copyrights, in any Company projects. Company shall not have access to the Chapman/Leonard Super Pee Wee II Dolly unless expressly authorized in writing by RIT.

**Facility Policy:** Company (including its employees, representatives, contractors, agents, and invitees) shall comply with all applicable federal, state, and municipal laws, including but not limited to, orders and fire, health and safety regulations of federal, state, county and municipal authorities, and with any direction or requirement of any public or RIT officer(s), official(s), pursuant to law, or any insurance company carrying any insurance on the subject premises, and any insurance inspection or rating bureau, which shall impose any duty upon RIT or Company with respect to RIT property or the use or occupation of any RIT premise, including the Facility. Company shall not discriminate or permit discrimination in its operational or business practices relative to the subject premises against any person or groups of persons on the grounds of sex, race, color, handicap, age, religion, national origin, or sexual orientation in any manner prohibited by any federal, state or municipal laws. Company shall comply with all aspects of New York State Civil Rights law, and other applicable laws, involving permission required for the use of an individual’s name, picture, or voice. Company agrees to comply with all rules, requirements, and policies of RIT, including, but not limited to those located at <http://www.rit.edu/academicaaffairs/Manual/> while on any RIT property. Company further agrees

## APPENDIX B2

that it shall not bring to, use, or store the following items on any RIT property (including, but not limited to the Facility): glitter, pyrotechnics and unreasonable volatile organic compounds, fumes and any other items as determined by RIT in its sole discretion.

**Indemnification:** Company agrees to the fullest extent permitted by law, to defend, indemnify and hold harmless RIT and its Board of Trustees, officers, employees, agents, students, programs, and entities against all claims, suits, liabilities, costs, damages and expenses (including reasonable attorney's fees) arising out of or in connection with: (i) Company's use or occupancy of the Facility, or any activity or thing done, performed or suffered by Company, its agents, its employees, Company's, invitees or persons attending or participating in Company's activities in or about the Facility; or (ii) any loss, injury, death or damage to persons or the Facility on or about the Facility by reason of any act, omission or negligence of Company, or any of its agents, its contractors, its employees, or Company's invitees; or (iii) any breach or default in the performance of any obligation on Company's part to be performed under the terms of this Agreement. Company's indemnity obligations will not extend to any liability to the extent caused by the sole negligence of RIT or its agents or employees.

**Insurance:** RIT's specific insurance requirements are set forth and incorporated hereto in Exhibit "B," RIT Event Insurance Requirements.

**Limitation of Liability:** Company agrees to conduct its activities in the Facility in a careful and safe manner. As a material part of the consideration to RIT, Company agrees to assume all risk of damage to and loss or theft of Company property while at RIT, damage to the Facility or equipment, and injury or death to persons related to Company use or occupancy of the Facility in, upon, or about the Facility from any cause, and Company waives all claims against RIT. IN NO EVENT SHALL RIT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, LOST SAVINGS, OR OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE OR INABILITY TO USE THE FACILITY, EVEN IF RIT HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**No Warranty; Limitation of Liability:** RIT MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE DESIGN, USE, ORIGINALITY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OF ANY IDEA, INVENTION(S) OR PRODUCT(S), WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED, OR DEVELOPED, OR USED (INCLUDING ANY EQUIPMENT RENTED BY RIT TO COMPANY) UNDER OR IN CONNECTION WITH THIS AGREEMENT.

**Relationship:** Neither Company nor any personnel of Company will for any purpose be considered employees or agents of RIT. Company assumes full responsibility for the actions of Company's members, and is solely responsible for their supervision, daily direction and control, payment of salary (including withholding income taxes and social security), worker's compensation and disability benefits.

**Force Majeure:** Neither Party shall be deemed to have breached this Agreement or be held liable for any failure or delay in the performance of all or any portion of its obligations under this Agreement if prevented from doing so by a cause or causes beyond its control. Without limiting



## APPENDIX B3

the generality of the foregoing, such causes include acts of God or the public enemy, fires, floods, storms, earthquakes, riots, strikes, boycotts, lock-outs, acts of third parties (e.g., wholesalers), wars and war-operations, restraints of government, power or communication line failure or other circumstances beyond the Party's control, or by reason of the judgment, ruling, order of any court or agency of competent jurisdiction, or materially altering the law or regulations covering the subject matter of this Agreement or any other change in such law or regulations subsequent to the execution of this Agreement. However, if the force majeure event continues for three (3) consecutive days the Party not directly affected by it may terminate this Agreement immediately upon written notice to the other Party without penalty to it.

**Severability:** If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the remaining provisions of this Agreement, all of which shall remain in full force and effect.

**Assignment and Subletting:** Company does not have the right to assign this Agreement or allow any other person or entity to use or occupy any of the Facility without the prior written consent of RIT, which consent may be granted or withheld in RIT's sole discretion. Any attempt to assign this Agreement by Company shall be null and void.

**Governing Law:** This agreement shall be interpreted in accordance with the law of the State of New York without regard to its conflicts of law provisions. Any action to enforce this Agreement must be brought in a court situated in, and the parties hereby consent to the jurisdiction of courts situated in Monroe County, New York. Each Party hereby waives the right to claim that any such court is an inconvenient forum for the resolution of such action.

**Miscellaneous:** This Agreement, including its exhibits, constitutes the entire agreement of the parties with respect to the matters addressed herein and no modifications of the agreement shall be enforceable unless in writing signed by both RIT and the Company. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WHEREAS, this Agreement has been accepted by the duly authorized representatives of the parties as of the dates written below.

**COMPANY**

**ROCHESTER INSTITUTE OF  
TECHNOLOGY**

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## APPENDIX B4

### EXHIBIT A FACILITY, USE FEE, DURATION, AND PURPOSE/PROJECT

The Parties may revise this Exhibit by mutual, written agreement at any time during the term of the Agreement.

#### **FACILITY USE FEE:**

Deposit: \$ \_\_\_\_\_, due upon execution of the Agreement, \$ \_\_\_\_\_ of which is non-refundable. Use Fee: \$ \_\_\_\_\_, inclusive of Deposit. Company agrees to pay all fees invoiced by RIT within five (5) business days of receipt of invoice. RIT's invoice shall contain any future changes made by the parties to the Facility and Duration identified below, and Company must inform RIT in writing of any disputed amounts within five (5) business days of receipt of invoice

#### **FACILITY:**

RIT agrees to allow Company to be on and to film at the following location(s):

Location	Room Number	Rental Rate	Rental Period	Total Rental Fee

#### **DURATION:**

RIT agrees to allow Company to be on and to use the Facility location(s) from:

Facility	Start Date and Time	End Date and Time
[Name]	[Start Date and Time]	[End Date and Time]

Company further agrees that the state dates and times above are inclusive of Company's setup and removal of equipment.

#### **PURPOSE/PROJECT:**

RIT agrees to allow Company to be on and to use the Facility only for the following purposes:

- [Describe purpose or project the Company will working on]

#### **ALTERATIONS TO FACILITY AND CLEANING FEE:**

The parties acknowledge that Company may need to temporarily change, alter or rearrange any equipment on the Facility for sole purpose of the use(s) described herein. If such change is required, Company shall return and restore said equipment to its original place and condition, or pay for repairs to it if necessary as determined by RIT in its sole discretion.

Further, Company will restore to a clean condition the Facility used by Company, including, without limitation, any floors, storage areas, work areas, and Equipment used by Company, and agrees to pay RIT a Cleaning Fee of five hundred dollars (\$500.00) for any cleanup requiring

Company Initial: \_\_\_\_\_ Date: \_\_\_\_\_

RIT Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## **APPENDIX B5**

more than four (4) employee-hours of work, as determined by RIT in its sole discretion.

**Company Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**RIT Initial:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## APPENDIX B6

### EXHIBIT B RIT EVENT INSURANCE REQUIREMENTS

- I. Company shall maintain, at its expense, the following insurance coverage to meet its obligations under this Agreement:
  - A) Commercial General Liability written on an occurrence basis with minimum limits of \$1,000,000 each occurrence/\$2,000,000 aggregate. In the following situations, the general liability coverage must also include:
    1. If the Company's use of the Facility involves participants who are minors or vulnerable adults then **Sexual Molestation coverage** for both the general and excess liability coverage is required. This coverage should be noted on the certificate of insurance under comments.
  - B) Auto liability: (including owned, non-owned, and hired vehicles) \$1,000,000 combined single limit.
  - C) Excess Liability: \$3,000,000 per occurrence and \$3,000,000 aggregate. Coverage will not be more restrictive than the underlying coverage.
  - D) Worker's Compensation and Employers Liability: Statutory NYS Coverage.
- II. RIT shall be named as an additional insured on liability policies as referenced in Section I above, with respect to the obligations, indemnifications, and liabilities of the Company.
- III.
  - A) The limit and coverage requirements set forth herein are to be considered the minimum requirements and in no way limit the liability of the Company. This insurance shall be written in a company licensed to do business in New York State and each policy shall provide for notification to RIT thirty (30) days prior to termination, material change or restrictive amendment. The insurance companies issuing the policies shall have no recourse against RIT for payments of any premiums or for any assessments under any form or policy.
  - B) These requirements shall be primary insurance ahead of any insurance carried by RIT.
  - C) The Company shall furnish to RIT a Certificate of Insurance evidencing the required coverage no less than ten (10) days prior to the before the first day Company is permitted to be use the Facility as specified in Exhibit A. This Certificate shall be updated thereafter as policy periods expire.
- IV. Notwithstanding any other provision of this Agreement, RIT may cancel the event if the insurance requirements are not met to RIT's Global Risk Management department's satisfaction.



## APPENDIX B7

### EXHIBIT C EQUIPMENT RENTAL

RIT agrees to rent to Company the Equipment identified below.

**SOUND STAGE EQUIPMENT:** *[Insert additional rows as necessary]*

Equipment	Cheqroom ID	Serial Number	Description	Rental Rate	Rental Period	Total Rental Fee

**ALL OTHER RENTALS**

Equipment	Quantity	Serial Number	Description	Rental Rate	Rental Period	Total Rental Fee

**RENTAL PERIOD:**

*[Insert specific start and end dates, or use "Duration identified on Exhibit A."]*

**RENTAL FEE:** Company agrees to pay all amounts invoiced by RIT within five (5) business days of receipt of invoice. RIT's invoice shall contain any future changes made by the parties to the equipment or other rentals identified above, and Company must inform RIT in writing of any disputed amounts within five (5) business days of receipt of invoice.

**OWNERSHIP, TITLE AND USE:** The Equipment will at all times be the sole and exclusive property of RIT. Company will have no right or property interest therein, except for the right to use the Equipment as described herein. Company will keep the Equipment at all times free and clear from all claims, liens, encumbrances and processes. Company will not remove the Equipment from the Facility without RIT's prior written permission. Company will use and operate the Equipment only in accordance with the applicable vendor's or manufacturer's manual of instructions and by competent and qualified personnel. UNDER NO CIRCUMSTANCES WILL RIT REMOVE, ALTER OR MODIFY ANY APPLICABLE SAFETY DEVICES CONTAINED ON THE EQUIPMENT FOR ANY REASON WHATSOEVER.

Company Initial: \_\_\_\_\_ Date: \_\_\_\_\_

RIT Initial: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX B8

**REPAIRS AND REPLACEMENTS:** Company will keep the Equipment in good condition, reasonable wear and tear excepted.

**INSURANCE:** In addition to all other insurance obligations set forth in this Agreement, Company will, at its own cost and expense, maintain full property damage, liability and bodily injury insurance on the Equipment in such form and with such insurance companies as will be reasonably satisfactory to RIT. Likewise, Company will maintain workers' compensation covering its employees and commercial general liability insurance for activities of Company's employees and/or subcontractors for claims arising from Company's use of the Equipment during the term of this Agreement. Each party will provide evidence of its insurance coverage consistent with the terms of Exhibit B, Section III(C).

**Liability for Damage:** Company will be responsible for any damage to the Equipment to the extent caused while the Equipment is in Company's possession or under otherwise under its control.

Company Initial: \_\_\_\_\_ Date: \_\_\_\_\_

RIT Initial: \_\_\_\_\_ Date: \_\_\_\_\_