

The basic License shall include the following provisions:

- The License shall be effective for the period stated and is revocable at any time without notice at the option and discretion of the Licensor or its duly authorized representative. License shall be valid for the time period issued.
- This License shall be neither assignable nor transferable by the Licensee.
- Licensee understands that the University of Hawai‘i is subject to use associated with the education, recreational, research, and other related programs of the University. Licensee agrees that its filming operations shall not interfere with University activities. If the University, in its sole discretion determines that Licensee’s filming operations do so interfere with University activities, Licensee shall immediately discontinue such operations until further notice from the University.
- While on University of Hawai‘i premises, Licensee, its employees and other persons acting on its behalf, shall comply with the direction of University managers and/or staff for parking, transportation and security.
- Licensee shall observe and comply with all laws, ordinances, rules and regulations of the federal, state, municipal or county governments affecting the premises.
- Licensee shall make no alterations to the premises or facilities without prior consent of Licensor, and shall avoid any damage, nuisance or waste of said premises. At the end of each day, all props and settings must be removed unless permission is granted by the University prior to the start of filming. At the completion of the project, the premises or facilities shall be cleaned of debris, equipment, props, livestock, or vehicles and restored to a condition equal to, or as good condition as, existed on the date of entry under this License, reasonable wear and tear excepted. Licensee agrees to pay for any and all damage to premises.
- Licensee may use private roadways, buildings or facilities only during approved hours for ingress or egress, or for the transportation of personnel, equipment, props, or livestock, unless prior approval is granted for deviation from the stated hours. No driving or parking on lawn areas or walkways is permitted.
- It is understood that Licensee has inspected the premises or facilities and knows the condition thereof and fully assumes all risks incident to its use.
- Licensee shall indemnify, defend and hold harmless the Licensor and the State of Hawai‘i, their officers, agents, employees or any person acting on their behalf (1) from and against any claim or demand for loss, liability or damage, including but not limited to, claims for property damage, personal injury or death, by whomsoever brought, arising from any accident or incident connected with or related to Licensee’s activities on or about the premises or caused by failure on the part of the Licensee to maintain the premises in accordance with the terms and conditions of this License; and (2) from and against all claims, suits, demands or causes of action by whomsoever brought resulting from the non-observance or non-performance of any of the terms, covenant and conditions of the License, or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments. Licensee shall reimburse Licensor and the State of Hawai‘i, their officers, employees, agents, or any person acting on their behalf for all attorneys’ fees, costs and expenses incurred with the defense of such claims.
- Licensee shall procure, at Licensee’s own cost and expense, and keep in force during the entire period of this License, with an insurance company or companies acceptable to the Licensor, a policy or policies of liability insurance for personal injury or death and property damage, including fire and extended coverage with a minimum combined single limit of \$1 million for personal injury and property damage. A certificate of insurance or a certified copy of each policy of insurance taken out shall be deposited with the Director, Office of Risk Management (ORM), 2444 Dole Street, Bachman 112, Honolulu, Hawai‘i 96822 prior to use of the premises or facilities. The policy shall name the University and the State of Hawai‘i as additional insured. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this License as an “insured contract” for the performance of Licensee’s indemnity under this License. Further, the policy shall include the following provision: “It is agreed that any insurance maintained by the University of Hawai‘i and the State of Hawai‘i will apply in excess of, and not contribute with, insurance provided by this policy.”
- Licensor reserves the right to require additional insurance coverage.
- Licensor reserves the right for itself, its agents or representatives to enter or cross any portion of the premises at any time in the performance of its duties.
- Licensee agrees that use and enjoyment of the premises or facilities shall not be in support of any policy which discriminates against anyone based upon race, creed, color, national origin, gender, sex or sexual orientation.
- Licensee agrees to reimburse the Licensor and the State of Hawai‘i for reasonable attorneys’ fees and costs incurred in enforcing the terms and conditions of the license.
- The license and the legal relations between the parties to the license shall be governed by and construed in accordance with the laws of the State of Hawai‘i.