

Set Name: \_\_\_\_\_  
Set No.: \_\_\_\_\_

### LOCATION AGREEMENT

This Location Agreement is made between \_\_\_\_\_, ("Owner"), with an address of \_\_\_\_\_ and \_\_\_\_\_ (together with its successors and assigns, "Producer"), with an address of \_\_\_\_\_, as of the \_\_\_\_\_, 2010.

1. **PROPERTY:** The "Property", as used herein, shall refer to the real and personal property located in, on and/or about the following premises: **[INSERT LOCATION ADDRESS]** including, without limitation, (a) all interior and exterior areas, buildings and other structures located in, on and/or about the Property, (b) any signs, logos and verbiage located in, on and/or about the Property, (c) any other identifying features of the Property, and (d) any property necessary to provide access to and egress from the Property.
  
2. **PERMISSION:** Owner, as owner of the Property (or as agent for such owner), irrevocably grants to Producer (and its successors, assignees, licensees, employees, agents, independent contractors, and suppliers, all of whom are included in the term "Producer" for purposes of this paragraph 2) the right to enter upon, record, photograph (including, without limitation, by means of motion picture, still or video device photography) and use the Property for the periods set forth in paragraph 3 below in connection with the production of the motion picture currently entitled " \_\_\_\_\_ " (the "Picture"). The rights granted hereunder include the right to (a) bring Producer's personnel, vehicles, equipment (including temporary sets), independent contractors and suppliers onto the Property for the purposes of erecting, maintaining and dismantling temporary motion picture sets and structures and recording and photographing the Property as set forth herein; (b) photograph the Property, sets and structures and/or record sound for such scenes as Producer may desire; (c) use the electricity, gas, water and other utilities on the Property and (d) conduct other customary prep work, shooting and wrapping activities. Producer shall also have the right to refer to the Property or any part thereof by any fictitious name and attribute any fictitious events as occurring on the Property. Furthermore, Owner grants Producer permission to replicate the Property by constructing a set at a separate location, duplicating all or any part of the Property for the purposes of completing Producer's scheduled work, or for filming retakes, added scenes, advertisements or promotions in connection with the Picture.
  
3. **TERM:** Producer may exclusively use the Property commencing on or about \_\_\_\_\_ (the "Start Date") and may continue such use until the completion of all photographing and recording for which Producer may require of the Property (collectively the "Term"), estimated to require about \_\_\_ days of occupancy over a period of about \_\_\_ days (including approximately \_\_\_ days of prep, \_\_\_ of shoot, and \_\_\_ days of wrap), unless such dates are modified by Producer (with notice to Owner) due to any changes in the production schedules or for any "force majeure" as defined in paragraph 4 below. If Producer requires additional use of the Property prior or subsequent to the foregoing dates (as modified, if applicable), then Producer may so use the Property subject only to the payment of additional fees computed on a pro rata basis with respect to the sums payable pursuant to Paragraph 5 below.
  
4. **FORCE MAJEURE:** As used herein, "force majeure" shall mean the incapacity of a cast or crew member, illness of actors, director or other essential artists and/or crew, weather conditions, defective film or equipment, fire, earthquake, act of God or public enemy, governmental regulation, terrorist attack or threat thereof, or any other occurrence beyond Producer's control. If Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Producer due to an event of force majeure, Producer shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in paragraph 3.
  
5. **FEES:** As full and complete consideration for Producer's use of the Property during the Term and the rights granted herein, Producer agrees to pay Owner a fee of \$ \_\_\_\_\_ for each day Producer occupies the Property, which fee shall be inclusive of utilities, payable in the following manner: **[insert amounts of payments and when they will be remitted]**. Producer may, at any time twelve (12) hours prior to the scheduled commencement of principal photography set forth in paragraph 3 above, elect not to use the Property, in which case neither party shall have any obligation hereunder. **USE IF APPLICABLE OTHERWISE DELETE: In addition, as security for the performance by Producer of the terms and conditions of this Agreement, Producer shall deposit with Owner the sum of \$ \_\_\_\_\_. Said security deposit shall be returned to Producer no later than five (5) business day after the expiration of the Term, unless Owner has submitted a Claim (as hereinafter defined) whereby the security deposit shall be returned promptly upon full compliance by Producer of its responsibilities in connection with such Claim.**
  
6. **RE-ENTRY:** In the event Producer desires to photograph retakes or other scenes on the Property, Producer may re-enter upon and use the Property for such period as may be reasonably necessary therefor;

provided that (a) Producer shall have requested permission for the foregoing within eighteen (18) months of the completion of principal photography as set forth in paragraph 3 above; and (b) Producer shall pay the rates set forth in paragraph 5 above, or a pro-rated portion thereof, if applicable. Owner shall have the right to approve the particular dates of re-entry upon the Property, which approval shall not be unreasonably withheld or delayed.

7. OWNER'S WARRANTIES:

(a) Owner represents, warrants and agrees that: (i) Owner is the sole and exclusive legal owner (or agent of the sole and exclusive owner) of the Property and has the full right, power and authority to grant Producer the rights granted to Producer hereunder; (ii) Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; (iii) Owner will pay all utility bills and taxes and timely do all other acts as are required to maintain the Property in usable condition for all uses by Producer contemplated hereunder; (iv) the Property is safe and suitable for the uses by Producer contemplated hereunder; (v) Owner has advised Producer of any defects or dangers of which Owner is aware in relation to the Property; and (vi) Owner has and will maintain liability and property damage insurance covering the Property in customary and adequate levels during the periods set forth in paragraph 3 above.

(b) Owner agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys' fees and costs) arising from or in connection with any breach of any of Owner's representations, warranties or agreements set forth herein.

8. PRODUCER'S WARRANTIES:

(a) Producer represents, warrants and agrees that: (i) Producer has the full right, power and authority to enter into this Agreement; (ii) Producer shall remove all equipment and temporary sets after completion of its use of the Property and leave the Property in as good condition as when entered upon by Producer, reasonable wear and tear excepted; and (iii) Producer will maintain liability and property damage insurance covering the use of the Property by Producer in customary and adequate levels during the periods set forth in paragraph 3 above.

(b) Producer will indemnify and hold Owner harmless from and against any loss (which shall not include any incidental or consequential damages including, but not limited to, any lost profit), cost or damage arising out of any third party claim against Owner resulting from use of the Property by Producer; provided the foregoing indemnity shall not apply with respect to (i) claims arising out of a breach by Owner of any of Owner's representations, warranties and/or agreements hereunder; and/or (b) claims arising out of Owner's gross negligence or misconduct; and/or (iii) loss, cost or damage suffered by Owner relating to any settlement entered into without Producer's written consent.

(c) Upon completion of the Term, Owner shall inspect the Premises and submit in writing to Producer a detailed list of any and all damages of the Property that Owner alleges Producer caused (the "Claim") within 48 hours after the completion of use of the Property by Producer. Owner shall then authorize Producer's representatives to enter onto the Property to inspect and assess the damages pursuant to the Claim. If Producer acknowledges responsibility for said damages, Producer shall be given the opportunity to either correct the damage or make restitution in a timely manner. In the event a Claim is not submitted to Producer, Owner agrees to execute and deliver to Producer the location release ("Location Release"), attached hereto as Exhibit "A" and incorporated herein by this reference. If Owner fails to execute and deliver the Location Release to Producer and a Claim has not been submitted to Producer by Owner within 48 hours after the completion of the Term, the terms of the Location Release shall automatically be deemed accepted by Owner and incorporated herein by this reference.

9. RIGHTS: All rights of every kind in and to all photography and sound recordings made hereunder (collectively the "Materials") shall be solely owned by Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use the Materials in and in connection with any motion pictures as Producer shall elect, and in connection with advertising, publicizing, exhibiting and exploiting such motion pictures and ancillary products thereof, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Property and/or interest through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of the Materials.

10. USAGE/REMEDIES: Producer is not obligated to actually use the Property or to include or use any of the Materials in the Picture, or otherwise. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for monetary damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with Producer's use of the Materials or with the advertising, publicizing, exhibiting or exploitation thereof or any of Producer's rights hereunder. Owner acknowledges and agrees that the Property is a primary location for use by Producer as part of the photography of a motion picture, and that any interference with use thereof by Producer shall cause Producer substantial monetary and other damage, which cannot be adequately compensated in an action at law for damages.

11. MISCELLANEOUS: Notices shall be sent to the parties in writing at the addresses set forth above. This Agreement is the entire agreement of the parties and shall replace and supersede all prior arrangements and representations, either oral or written, as to the subject matter hereof. This Agreement cannot be modified or canceled except by written instruments signed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of New York pertaining to agreements made and performed in New York. The courts located in New York (state and federal), only, will have jurisdiction of any controversy regarding this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts, in New York and not elsewhere. Owner agrees that Producer may assign this Agreement and its rights hereunder to any third party. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assignees.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

AGREED AND ACCEPTED:

FOR OWNER:

FOR PRODUCER:

By: \_\_\_\_\_

By: \_\_\_\_\_

An Authorized Signatory

SS# / Fed. I.D.#: \_\_\_\_\_

**Exhibit "A"**

TITLE: \_\_\_\_\_  
SET: \_\_\_\_\_

DATE: \_\_\_\_\_

**ACKNOWLEDGMENT AND RELEASE**

Dear \_\_\_\_\_:

Reference is made to the location agreement ("Agreement") dated \_\_\_\_\_, 2010 between the undersigned ("Owner") and \_\_\_\_\_ ("Producer") with respect to Producer's use, as described in the Agreement, of the property located at \_\_\_\_\_ (the "Property"), in connection with the motion picture currently entitled "\_\_\_\_\_".

1. Owner agrees that Owner has inspected the Property upon the completion of Producer's use thereof. In accordance with the terms and conditions of the Agreement, Owner further agrees that: (i) no damage was caused to the Property by Producer; (ii) said Property has been satisfactorily restored to its prior condition; or (iii) Owner has received adequate and satisfactory compensation to cover all costs necessary to restore the Property to its prior condition.
2. Owner hereby releases Producer of and from any and all duties and obligations and from any and all claims, demands and/or causes of action of any kind or nature whatsoever that Owner (including any of Owner's heirs, successors, licensors and/or assigns) may have against Producer either in connection with the Property, the subject matter of the Agreement, or otherwise.
3. This Acknowledgment and Release shall be binding upon and shall inure to the benefit of Producer and its successors, licensees and assigns.
4. This Acknowledgment and Release shall be construed and enforced in accordance with the laws of the State of New York.
5. This Acknowledgment and Release shall in no way be deemed to limit or otherwise affect the rights granted to Producer by the undersigned under the Agreement.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Print Name