

LOCATION AGREEMENT

This Agreement ("Agreement") is made between _____ ("Producer") and _____ ("Owner") as of _____ (date) in connection with the motion picture tentatively entitled " _____ " (the "Picture").

1. **Permission.** For the good and valuable consideration of \$1.00 (one dollar), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Owner, Owner hereby irrevocably grants to Producer (and Producer's agents, employees, licensees, independent contractors, successors and assigns, all of whom are included in the term "Producer" for purposes hereof) permission to enter and remain upon, photograph, record and use the "Property" for the period set forth below, and to bring all necessary personnel and equipment on the Property, for the purpose of making still and motion picture and sound recordings of, on the Property.

2. **Property.** Property means that certain real property located at and described as follows: _____ and its environs (including, without limitation, any fixtures, equipment or other personal property, as well as any signs, advertisements, and all names, logos trademarks or slogans as the same may be depicted in, on and/or about the Property).

3. **Dates.** The Property shall be fully available for Producer's use FROM _____ THROUGH _____ ("Date"). If following that period of time Producer requires additional use of the Property in connection with the Picture, Owner shall permit Producer, without additional charge, to re-enter upon and again utilize the Property for such purpose. The date for such additional use shall be subject to Owner's approval, which approval shall not be unreasonably withheld or delayed.

4. **Rights.** All rights of every kind and nature whatsoever in and to the Picture and all elements thereof and all still and motion pictures and sound recordings made hereunder in connection with the use of the Property by Producer shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures or other productions as Producer shall elect in any and all media whether now known or hereafter devised, and in connection with advertising, publicizing therein, in any manner whatsoever and at any time in any part of the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Property (or any portion thereof) 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 said photography and/or said sound recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature.

5. **Usage.** Producer is not obligated actually to use the Property or to include any of said photography and/or said sound recordings in any motion picture. The grant of rights hereunder by Owner to Producer shall be irrevocable (and may not be terminated or restricted). 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 damages, if any, and Owner may not enjoin, restrain or interfere with any use of the Property as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any rights subsidiary or ancillary thereto or any of Producer's rights hereunder.

6. **Hold Harmless.** Except with respect to (i) matters constituting a breach by Owner of any of Owner's representations, warranties and/or agreements; and/or (ii) gross negligence or willful misconduct on Owner's part, Producer shall indemnify Owner against any loss (which shall not include any incidental or consequential damages including, but not limited to, any lost profit), cost or damage (ordinary wear and tear excepted), including reasonable attorneys' fees, but not including any loss or cost or damage relating to any settlement entered into without Producer's written consent, arising out of any third party claim resulting from use of the Property and/or Producer's production, distribution, and/or exploitation of the Picture. Owner shall be required to submit in writing to Producer a detailed list of any and all damages of the Property that Owner alleges Producer caused ("Claim"). Such Claim shall be submitted to Producer within 48 hours after the later of expiration of the Dates or upon completion of use of the Property by Producer (including any additional use). Owner shall then authorize Producer's representative's entry on the Property to inspect and access the damages pursuant to the Claim. If Producer acknowledges responsibility for said damages, Producer shall then be given the opportunity to either correct the damage or make restitution in a timely manner.

7. **Owner's Warranties.** Owner warrants and represents (as a condition to the payment of the compensation referred to above), that Owner is the sole and exclusive legal owner (or agent) of the Property and has the full right and authority to enter into this Agreement and grant the rights herein granted, and that the consent or permission of no other person, firm, or entity is necessary in order to enable Producer to exercise or enjoy the rights herein granted.

8. **Miscellaneous.** This Agreement cannot be modified or canceled except by a written instrument signed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of New York pertained to agreements made and performed in New York. This Agreement shall inure to benefit of and shall be binding upon the parties' respective successors, licensees, assigns, heirs and personal representatives. The agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties.

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

ACCEPTED & AGREED TO:

PRODUCER

[Owner's Name] ("Owner")
(Print Name) _____
(Address) _____
(Phone Number) _____
(Business Phone) _____
(Fed. ID # or Soc. Sec. #) _____

(Print Name) _____