

**LOCATION RELEASE**

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

Production Company (“**Producer**”): \_\_\_\_\_

Premises Owner (“**Owner**”): \_\_\_\_\_

Owner Address: \_\_\_\_\_

Owner Telephone/Other Contact Information: \_\_\_\_\_

Project: \_\_\_\_\_

1. For good and valuable consideration, the receipt and sufficiency of which both parties hereby acknowledge, Owner hereby grants Producer (and its successors, assignees, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term “Producer” for purposes of entry upon and use of the "Premises", as defined herein), permission to enter upon, photograph, record and use the Premises (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) for the periods set forth below, and to bring all necessary personnel, equipment, vehicles and temporary sets onto the Premises, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Premises. Further, Owner grants permission to replicate said Premises (if applicable) by constructing a set at a separate location, duplicating all or any part of the Premises for the purpose of completing Producer’s scheduled work, or for filming retakes, added scenes, advertisements or promotion, refer to the Premises or any part thereof by any fictitious name, and to attribute any fictitious events as occurring on the Premises.
  
2. This agreement relates to the real property (herein referred to as the “**Premises**”), located at:  
  
\_\_\_\_\_  
including, without limitation, all interior and exterior areas, utilities, buildings and other structures of the Premises, real and personal property, displays, and signs located in, on and/or about the Premises, and Owner’s name, logo, trademark, service mark and/or slogan, as depicted in, on, and/or about the Premises and other identifying features thereof.
  
3. The Premises shall be available for use by Producer commencing approximately \_\_\_\_\_, 20\_\_, and continuing until approximately \_\_\_\_\_, 20\_\_, inclusive. If Producer requires use of the Premises prior or subsequent to the foregoing dates, then Producer may so use the Premises subject only to the approval of Owner. Producer may, at any time prior to twenty four (24) hours before commencement of the dates specified herein, elect not to use the Premises by giving Owner notice of such election, in which case neither party shall have any further obligation to the other.

4. Producer agrees to remove all equipment and temporary sets after completion of its use of the Premises and to leave the Premises in as good condition as when entered upon by Producer, reasonable wear and tear excepted. Signs on the Premises may be removed or changed, but if removed or changed such signs shall be replaced. Producer will use reasonable care to prevent damage to the Premises. Producer agrees to maintain liability and property damage insurance covering the use of the Premises by Producer in customary and adequate levels. Owner agrees to maintain liability and property damage insurance covering the Premises in customary and adequate levels.
5. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Premises by Producer, then Producer shall have the right to use the Premises at a later date to be mutually agreed upon and/or to extend the period set forth herein, upon the same terms and conditions as set forth herein.
6. All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Premises 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 television projects and/or motion pictures as Producer shall elect, in, and in connection with, the advertising, publicizing, exhibition and exploitation 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 Premises 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.
7. Owner represents, warrants and agrees that Owner is the sole and exclusive legal owner of the Premises and has the full right, power and authority to grant Producer the rights granted to Producer hereunder; 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 Premises in accordance with the terms hereof; Owner will maintain the Premises in useable condition for all uses by Producer contemplated hereunder; and it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Premises as described herein. 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. In consideration of the grant of the rights set forth herein above, Producer agrees to indemnify and hold Owner harmless from all injuries to persons and properties (ordinary wear and tear excepted) caused, in whole or in part, by the following: (i) any breach by Producer of this agreement or (ii) any gross negligent or willful acts by Producer (or Producer's employees or agents) in connection with Producer's activities on the Premises. Owner shall be required to submit in writing to Producer a detailed list of any and all damages of the Premises that Owner alleges Producer caused

("Claim"). Such Claim shall be submitted to Producer within 48 hours after the completion of use of the Premises by Producer (including any additional use). Owner shall then authorize Producer's representatives' entry onto the Premises 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.

9. Producer is not obligated to use the Premises or to include any of said photography and/or said sound recordings in any motion picture and/or television project. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Premises. 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 use of the Premises as provided in this agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Producer's rights hereunder.
10. This agreement sets forth the entire agreement of the parties and shall replace and supersede all prior arrangements, either oral or written, as to the subject matter hereof. This agreement cannot be modified or canceled except by written instrument signed by both parties. In the event of any dispute hereunder, the courts of Los Angeles County, California shall have jurisdiction over all such disputes. This Agreement shall be interpreted in accordance with the laws of the State of California and the United States of America applicable to contracts made and performed entirely in California. Owner acknowledges that it has not entered into this agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. 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.

Please indicate your agreement to the foregoing by signing in the space provided below.

Very truly yours,

("Producer")

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

Its: \_\_\_\_\_

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Name of Premises Owner:

By \_\_\_\_\_  
Signature of Premises Owner or Agent thereof