

SAMPLE LOCATION AGREEMENT

BETWEEN

THE PRODUCTION

Applicant Name: _____

Production Title: _____

Production Company: _____

Tel: _____ Fax: _____

Email: _____

Address: _____

ABN No: _____

AND

THE LOCATION PROVIDER
Please provide name and contact details

THE AGREEMENT

The Location Provider hereby grants the Producer the following rights in the use of

Address (*the Location*): _____

for the purposes of filming or photography of exterior or interior scenes in connection with
(*the Subject Matter*): _____

entitled (*Name of the Production*): _____

from (*date of commencement*): _____ to (*date of completion*): _____

REPRESENTATION OF THE LOCATION

The Location Provider agrees with the Producer that:

- a) the Producer has the option to represent the Location under its proper title (if any); as another actual place or property; or, as a fictional place; and
- b) all copyright in any images or sounds recorded or made at or of the Location vests with the Producer who may or may not use the same on, in relation to, or in connection with the Subject Matter in any way the Producer deems fit.

DATES AND TIMES

- a) The Producer has permission to enter and bring onto the Location such personnel, props, sets and equipment as the Producer requires for filming or photography (and to remove the same after completion of all work), for the period as detailed on the *Application to Film* form.
- b) Should the Producer need to return to the Location for reshooting, or because of weather delays, permission for further access will not be unreasonably withheld.

INDEMNIFICATION & INSURANCE

In consideration of the rights hereby granted to the Producer by the Location Provider, the Producer agrees:

- a) To be bound by the Application and Permit (if any) and conditions (if any) attached to this Agreement;
- b) To retain a current public liability policy for at least 10 million dollars;
- c) To indemnify the Location Provider for any loss, damage or injury of any kind arising out of acts or omissions of the Producer, its employees, agents or contractors;
- d) To indemnify the Location Provider against all claims or suits of any kind whatsoever against the Location Provider for loss, damage or injury of any kind arising out of the acts or omissions of the Producer, its employees, agents or otherwise, in exercising its rights under this Agreement; and;
- e) That it conducts the filming entirely at its own risk and releases the Location Provider (in the absence of negligence or willful default on the Location Provider's part) from all claims of any kind occurring at the Location to any person or property.

AUTHORITY

The Location Provider warrants:

- a) He/she has the authority to enter into this Agreement and to grant the rights hereby granted
- b) The Location Provider has not and will not grant any other rights over the Location which may interfere with the filming to be conducted by the Producer during the period specified in this Agreement.
- c) The Location Provider agrees to notify the Producer in writing within seven (7) days of completion of the Producer's use of the Location of any damage claimed to arise from the Producer's use of the Location and to allow the Producer and its representatives access to the Property to assess and (where appropriate) rectify any such damage.
- d) Failure by the Location Provider to notify the Producer in accordance with this paragraph shall relieve the Producer of all responsibility in respect of damage arising from its use of the Property.
- e) In the event that the Producer's use of the Location is less than an agreed number of days then the Producer shall only be obliged to pay the Location Provider for the period for which the Location was used, calculated on a pro rata basis.
- f) In the event that the Producer is unable to use the Location for whatever reason the Location Fee shall not be payable.

LOCATION PERMIT

This permit is issued to the Production Company to film, video or photograph on streets or property subject to the jurisdiction and Conditions and Special Conditions (if any) of Film New England North West at the times, dates and locations designated above/attached. This permit must be produced on demand, whilst on location, by the Production Company.

SUBJECT TO SPECIAL CONDITIONS

FOR AND ON BEHALF OF THE PRODUCER

Name (please print): _____

Signature: _____

Title: _____ Date: _____

FOR AND ON BEHALF OF LOCATION PROVIDER

Name (please print): _____

Signature: _____

Date: _____