

LOCATION RELEASE AGREEMENT

NAME OF FILMMAKER(S) (Production Student): _____

PRODUCTION TITLE: _____

SET LOCATION: _____ CONTRACT NO. _____

1. FILMING LOCATION/IDENTIFICATION OF/ALTERATIONS TO PROPERTY:

I/We (OWNER or MANAGER) hereby grant to _____ (Filmmakers) permission to enter and use the Property, interior and exterior located at: _____ (“Property”) and reproduce the Property elsewhere, including name, trademark and identifying features (either accurately or otherwise) and record certain scenes or sounds. Filmmaker may elect not to use the premises, by owner notice of such election, in which case neither party to this Agreement shall have any obligation whatsoever. Filmmaker agrees to remove any construction after completion of the work and leave the Property in as good condition as when received, excepting reasonable wear and tear from permitted uses. Signs on the Property may, but need not be, removed or changed, but if removed or changed must be replaced.

2. TIME OF ACCESS:

Permission herein granted shall be for _____ commencing on _____.

The commencement date contemplated above and any obligations of the parties shall be postponed during all periods any act of God, fire, strike, labor controversy, law or governmental act interrupts normal business operations or production of the picture, plus such additional period of time as may be reasonably required to recommence production of the picture.

3. FILMMAKER’S RIGHTS:

Filmmaker shall own all rights of every kind in and the motion picture/video and other photography made hereunder, including the right to utilize the same in connection with the production titled _____ and in connection with any other productions or any manner whatsoever, whether now known or hereafter known, in any and all media now known or hereafter devised in perpetuity and throughout the universe. If there is any breach by Filmmaker, Owner shall be limited to an action at law for damages, and shall not be entitled to terminate this Agent or rescind the rights granted or to enjoin or restrain the development, production, or exploitation of the picture.

4. INDEMNIFICATION OF PROPERTY:

Filmmaker shall indemnify and hold Owner harmless from and against any and all damages and liability for injury to or death of persons and for damage to or destruction of property of the Owner occurring, during Filmmakers use of said premises and caused by Filmmakers or any of its employees in the conduct of Filmmakers motion picture/video operation under and pursuant to this agreement, provided, however, that Filmmakers comprehensive general liability under this clause shall be limited to the amount of Filmmakers comprehensive general liability insurance.

5. RELEASE:

Neither Owner nor any tenant, or other party now or hereafter having an interest in the Property, shall have any right of action, including but not limited to, those based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights herein granted.

6. REPRESENTATION AND AUTHORITY:

Owner/Manager represents that he/she is the owner and/or authorized representative of said premises and that Owner/Manager has the authority to grant to you the permission and rights herein granted, and that no one else’s permission is required.

7. CREDIT:

Filmmaker agreed to give _____ credit during final credits of said motion picture/video. Original purpose of said motion picture/video is for academic credit with ownership and distribution rights to be retained by the student(s) for his/her/their discretionary use.

ACCEPTED AND AGREED BY:

FILMMAKER (Production Student)

OWNER/MANAGER

DATE

PROPERTY