Location Agreement

This Location Agreement ("Agreement") is entered into on **{{ DATE }}**, by and between **{{YOUR COMPANY}}**

(“Production Company") and **{{LOCATION NAME / COMPANY}}** ("Grantor").

1. **IDENTITY OF FILMING LOCATION:** Grantor hereby agrees to permit Production Company to use the property located at the address **{{LOCATION ADDRESS}}** ("Property") in connection with the film tentatively titled **{{PICTURE TITLE}}** ("Picture") for rehearsing, photographing, filming and recording scenes and sounds for the Picture. Production Company and its licensees, sponsors, assigns and successors may exhibit, advertise and promote the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries of the world and in perpetuity.
2. **RIGHTS GRANTED:** Grantor hereby grants to Production Company, its successors, assigns and licensees, all rights of every kind in connection with the Picture including, but not limited to, the right to photograph, make recordings of any and all scenes and sounds photographed or recorded at and of the Property, and otherwise enter and use the Property, which use includes but is not limited to the interior and exterior portions of the Property, for and in connection with the Picture, and any such other motion picture, theatrical production, television production (including, without limitation, movies-for-television, television mini-series, television pilot and television series, whether produced for exhibition on network television, free over-the-air syndicated television, pay cable, basic cable, pay-per- view, Internet, worldwide web, all electronic transmissions, such as through iPods, iPhones or cell phone downloads or otherwise) or any other production (including, without limitation, home video productions) and to exploit the Picture in any and all media, whether now known or discovered, as Production Company and its licensees, sponsors, assigns and successors determine and to exhibit, advertise, promote and exploit such photographs and recordings, or any portion thereof, in any manner whatsoever, whether or not such property is identified, at any time, in perpetuity, throughout the universe. Grantor hereby acknowledges and agrees that Grantor, any tenant, and any other party now or hereafter having an interest in the Property, shall have no right or interest whatsoever in any photography or recording of the Property or any results and proceeds of Production Company's use of the Property.
3. **RIGHT OF ACCESS:** Production Company shall have the right to bring personnel and equipment (including props and temporary motion picture sets) onto the Property and to remove same after completion of its use of the Property hereunder. Production Company shall have the right but not the obligation to photograph, film, videotape, record sound and use in the Picture the actual name, if any, connected with the Property or to use any other name for the Property, including taking down Grantor's signs and replacing with Production Company's own signs. Grantor agrees to have no right to inspect or approve recordings.
4. **TERM:** The Term of this Agreement shall commence on or about **{{LOCATION USE START DATE AND TIME}}**, and continue until approximately **{{LOCATION USE END DATE AND TIME}}**. The Term may be extended by Production Company at a later date to be mutually agreed upon if there are changes in the production schedule, delays due to weather conditions, or illness of actors, the director or other essential artists and crew. The within permission shall also apply to future retakes and/or added scenes.
5. **PAYMENT:** For the amount of One Dollar ($1.00) **{{Customize compensation amount}}** and other good and valuable consideration, the sufficiency of which Grantor acknowledges, Grantor shall provide access to Production Company to the Property according to the statements and conditions stated in this Agreement.
6. **ALTERATIONS TO LOCATION:** Production Company shall leave Property in substantially as good condition as when received by it; and Production Company shall indemnify and hold Grantor harmless from and against damages for injury to persons and for damage to or destruction of property occurring during and as a result of Production Company's use of said Property. If there is a dispute as to whether there are any damages to the Property caused by Production Company, Grantor must first deliver to Production Company a detailed list of those items and provide Production Company with a reasonable opportunity to inspect the Property to determine the need for repairs, if any.
7. **ASSIGNMENT:** Grantor gives Production Company the right to assign all terms stated in this Agreement.
8. **AUTHORITY:** The undersigned understands the terms described in this Agreement. The undersigned is over 18 years of age. The undersigned has the authority to execute this Agreement on behalf of Grantor and grant Production Company the rights given under this Agreement.
9. **RELEASE**: Grantor releases and discharges Production Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that Grantor may now have or may from now on have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein. All rights of any kind in and all photography and sound recordings made hereunder shall be solely owned in perpetuity by Production Company, and neither Grantor nor any tenant or other party now or hereafter having an interest in said Property shall have any right of action including, without limitation, any right to injunctive or equitable relief against Production Company and/or any other party arising out of any use or nonuse of said photography and/or sound recordings and in no event shall Grantor be entitled to rescind the rights granted herein, restrain or enjoin the production, distribution, exhibition or exploitation of the Picture or any such other motion picture, television production (including, without limitation, movies for television, television mini-series, television pilot and television series, whether produced for exhibition on network television, free over-the-air syndicated television, pay cable, basic cable, pay-per-view, Internet, worldwide web or otherwise) or any other production (including, without limitation, home video productions). Production Company shall have no obligation to use the Property or to include the Property in the Picture, or to produce, release, distribute or otherwise exploit the Picture.
10. **APPLICABLE LAW:** This Agreement shall be construed and enforced in accordance with the laws of the State of Michigan **{{CUSTOMIZE WITH STATE NAME}}**.

1. **ENTIRE AGREEMENT:** This Agreement sets forth the entire understanding of the parties thereto relating to the subject matter hereof and supersedes all prior agreements, whether oral or written, pertaining thereto. No modification, amendment, or waiver of this Agreement or any of the terms or provisions hereof shall be binding upon Production Company or Grantor unless confirmed by a written instrument signed by authorized officers of both Production Company and Grantor.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement as of the year and date first above written.

ACCEPTED AND AGREED TO:

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| --- | --- |
| **GRANTOR**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position  Address:  **{{LOCATION’S ADDRESS}}** | **PRODUCTION COMPANY**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Signature  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Print Name  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Position  Address:  **{{YOUR COMPANY ADDRESS}}** |

**DISCLAIMER**

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