

SAMPLE LOCATION AGREEMENT

While this contract could be used for actual business purposes, it may not suit your situation and the laws of your state. We encourage you to seek legal advice.

In this agreement the person or other entity granting the rights in the location release is called the Grantor. Not all of these clauses may be necessary for your particular project. However, you should discuss all of the provisions and then tailor this agreement so it reflects the understanding of both parties.

If you have formed an LLC or some other business entity in order to make your film, then the business should be listed as the filmmaker.

This agreement contains two parts: a cover sheet addressing basic terms and a contractual attachment, known as a rider. We begin with an explanation of the terms in the rider (set off in boxes) and follow with the entire agreement.

CONTRACTUAL ATTACHMENT (RIDER) Commentary and Explanations for First-Time Users

In this introductory section, the parties agree that this contract alone governs the agreement. Not all of these clauses may be necessary for your particular project. However, you should discuss all of the provisions and then tailor this agreement so it reflects the understanding of both parties.

The real and personal property located at _____ (the "Property") is the subject of this agreement. Filmmaker shall have access to the Property for preparing, rehearsing, filming and recording of scenes and sounds for the motion picture currently titled _____ (the "Film"). Filmmaker and Grantor agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____, 20____. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

SCHEDULE

This clause is structured to give you a lot of flexibility. Enter the date and time you anticipate first needing access and the date you anticipating finished. Be sure to request extra time for load-in and load out, which always takes longer than anticipated. Note that you will be required to give 24 hours notice of cancellation, unless you delete the last sentence.

1. SCHEDULE: Commencing on or about _____ 20__ at _____ a.m./p.m., Filmmaker shall have access to Property as is reasonably necessary, and such premises use may continue from day to day, Saturdays, Sunday, and holidays included, and from time to time, until the proposed scenes and work are completed. It is estimated that it will require about _____ day(s) to complete its principle use of said premises. The anticipated end date is _____, 20____. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Filmmaker's control, Filmmaker is unable to start work on the date designated above and/or work in progress is interrupted during use of the property by Filmmaker, then Filmmaker shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth above, and any such use shall be included in the

compensation paid pursuant to Paragraph 4. This agreement shall not require Filmmaker to utilize the Property in production of the Film nor to include Property in any version of Film which is shown or released to the public. Filmmaker may at any time elect not to use the Property by giving Grantor 24 hours notice of such election, in which case neither party shall have any obligation hereunder.

GRANT OF ACCESS

This says that you and your film crew have access to just about everything on the property.

2. GRANT OF ACCESS: Filmmaker shall have access to the grounds, buildings, fixtures, and other personal property, power outlets, utilities, and driveways. Said permission shall include the right of Filmmaker and Filmmaker’s personnel or contractors to bring in camera(s) and lighting equipment, personal effects, props, catering, refreshments, audio visual tools as needed and to recover same from premises upon completion of work.

MODIFICATION OF PROPERTY

If you want to change some physical aspect about the property — like trimming trees, digging a hole, removing a fence or unhinging a door — you have to ask the property Grantor first. If you damage the property in any way, without getting permission first, you pay for it. In other words, leave the property like you found it. You won’t be responsible for normal wear and tear, or anything that happens before you actually start using the property.

3. MODIFICATION OF PROPERTY: Filmmaker agrees to seek permission from Grantor before any making modifications or alterations to the Property. Filmmaker shall be responsible for any loss or damage to the Property resulting from Filmmaker’s exercise of rights under this agreement. Filmmaker shall return the Property to Grantor in the same condition it was in before access was granted. However, Filmmaker shall not be responsible for any ordinary wear and tear associated with the exercise of rights under this agreement nor for any damage that occurs before Filmmaker begins to use the Property.

PAYMENT

If you are paying, make sure you enter in whether it is a (1) per day use or (2) flat fee for the whole filming period. If you are not paying, make sure you say so and enter \$0. If you are promising some other kind of compensation, aside from money or screen credit, put it in writing.

4. PAYMENT: Grantor and Filmmaker hereby agree that the Filmmaker shall pay \$ _____. All charges are payable on completion of all work completed, unless specifically agreed to the contrary. No other payment of any kind will be due and payable by Filmmaker to Grantor for use of the Property or distribution of the film.

CREDIT

Decide in advance what the credit will read. You may want to use something like “Filmed on location at _____ with the permission of _____.”

5. CREDIT: Provided that a substantial portion of footage is incorporated in the Film, credit for use of Property shall read: _____. No inadvertent failure by Filmmaker to comply with the credit line set forth above nor any failure by third parties to so comply, shall constitute a breach of this agreement.

RIGHTS TO RECORDING

This gives you the full copyright ownership and exclusive rights in all the images and sounds you film on the property. You can use the recordings anywhere in the world, in whatever medium you want.

6. RIGHTS TO RECORDING: Filmmaker shall have the exclusive, global rights to any and all images and sounds recorded on the Property, for use in making, distributing, or exhibiting Film. These rights include, without limitation, copyrights, promotional, assignment, and license rights as to any portion of the still pictures, motion pictures, videotapes, photographs and or sounds recorded on the Property (together with all rights of extension or renewal), in any and all media, whether currently existing or not. Filmmaker has these rights regardless of whether these recordings are incorporated into the Film. In no event shall Grantor have the right to enjoin the development, production, distribution or exploitation of the Film.

PORTRAYAL

This means you can shoot however you want — you don't have to show the property in a good, bad, mediocre, realistic, or any other light. That is, unless you agree to do so.

7. PORTRAYAL: Grantor hereby acknowledges that, unless otherwise specified in this agreement, Filmmaker is not required or expected to depict the Property in any particular fashion in the Film.

GRANTOR'S RELEASE

This says that the property Grantor gives up his or her right to sue you or whoever else ends up owning the film, later on, if it so happens that you show the Grantor in a false light in some way, or invade his privacy, or publicity. This is an important — it's a release from liability.

8. GRANTOR'S RELEASE: Grantor hereby releases any and all present and future claims for libel, defamation, or invasion of privacy or publicity that Grantor may have against Filmmaker or Filmmakers successors, assignees, employees, and agents resulting from the Film or the exercise of any right associated with this agreement.

FILMMAKER'S RELEASE AND INDEMNIFICATION

The Grantor will almost certainly want this provision in the contract because it says you are responsible for taking care of your equipment and those people working on your film. If someone falls down the stairs, or an old tree falls on your camera — you will be responsible for the damage done, not the property Grantor; that's what indemnity is.

9. FILMMAKER'S RELEASE AND INDEMNIFICATION: Filmmaker hereby releases any and all claims against Grantor arising from injury to Filmmaker's personnel or equipment on the Property. Filmmaker hereby indemnifies Grantor against the claims of third parties for injuries arising from Filmmaker's exercise of rights under this Agreement. This section shall not apply in the case of breach by Grantor of this agreement.

INSURANCE

If you don't have insurance (of course, we recommend getting insurance), delete this provision.

10. INSURANCE: The Filmmaker will procure and maintain, during the term of the location agreement, comprehensive general liability insurance with a combined single limit of at least \$___ million for personal injury or property damage, naming Grantor as an additional insured, and will, on request, provide Grantor with a certificate of said insurance.

AUTHORITY

This is a crucial provision because the person signing the agreement must have the authority to do so. It also says that you have to have all the necessary permits.

11. **AUTHORITY:** The undersigned Grantor has the power to execute this agreement and grant the rights and permissions listed below. Filmmaker and Grantor certify and warrant that they have, individually or collectively, secured any and all permits required by state or local governments and that no other person or entity is required to consent or give permission in order to effectuate the purposes of this agreement.

ASSIGNMENT, ENTIRETY OF AGREEMENT

Under this agreement, the collaborators must agree in writing if one collaborator wants to sell or give another person his/her rights. Also, any changes in this agreement must be agreed to by all of the collaborators. Remember to insert the name of your state. If you live in Missouri or Southwestern Illinois, we encourage you to include our mediation clause.

12. **ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION.** This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by both parties hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought within the state or federal courts of _____. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

SEVERABILITY

This says that even if one clause in this contract is invalid, the rest of the contract is still enforceable.

13. **SEVERABILITY:** If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this agreement are declared severable.

SAMPLE LOCATION AGREEMENT

THIS FILMING LOCATION AGREEMENT entered into between undersigned _____, as the filmmaker or production company shooting the film, stills, audio and video (“Filmmaker”), and undersigned _____, as owner of premises or other person authorized to consent to use of the premises (“Grantor”), is entered into this _____ day of _____, 20____.

BASIC TERMS

Grantor: _____

Contact Person: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail Address: _____

Location of Property: _____

Contemplated Starting Date: _____

Contemplated Ending Date: _____

Fee for Use (if applicable): _____

Tentative Title of Film: _____

Filmmaker: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

E-mail Address: _____

Producer: _____

The Contractual Provisions are attached and incorporated herein. Both parties must sign and return the attached provisions, which are an integral element of this agreement.

AGREED TO AND ACCEPTED:

Signature: _____ Signature: _____
Printed Name: _____ Printed Name: _____
Date: _____ Date: _____

CONTRACTUAL ATTACHMENT (RIDER)

The real and personal property located at _____ (the "Property") is the subject of this agreement. Filmmaker shall have access to the Property for preparing, rehearsing, filming and recording of scenes and sounds for the motion picture currently titled _____ (the "Film"). Filmmaker and Grantor agree that the following provisions are incorporated into the contract to which it is attached and made a part thereof, said contract being signed and dated _____, 20____. The parties agree that the terms of this attachment prevail over the terms of any other document relating to and a part of the contract in which this attachment is incorporated.

1. SCHEDULE: Commencing on or about _____ 20__ at _____ a.m./p.m., Filmmaker shall have access to Property as is reasonably necessary, and such premises use may continue from day to day, Saturdays, Sunday, and holidays included, and from time to time, until the proposed scenes and work are completed. It is estimated that it will require about _____ day(s) to complete its principle use of said premises. The anticipated end date is _____, 20____. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Filmmaker's control, Filmmaker is unable to start work on the date designated above and/or work in progress is interrupted during use of the property by Filmmaker, then Filmmaker shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth above, and any such use shall be included in the compensation paid pursuant to Paragraph 4. This agreement shall not require Filmmaker to utilize the Property in production of the Film nor to include Property in any version of Film which is shown or released to the public. Filmmaker may at any time elect not to use the Property by giving Grantor 24 hours notice of such election, in which case neither party shall have any obligation hereunder.
2. GRANT OF ACCESS: Filmmaker shall have access to the grounds, buildings, fixtures, and other personal property, power outlets, utilities, and driveways. Said permission shall include the right of Filmmaker and Filmmaker's personnel or contractors to bring in camera(s) and lighting equipment, personal effects, props, catering, refreshments, audio visual tools as needed and to recover same from premises upon completion of work.
3. MODIFICATION OF PROPERTY: Filmmaker agrees to seek permission from Grantor before any making modifications or alterations to the Property. Filmmaker shall be responsible for any loss or damage to the Property resulting from Filmmaker's exercise of rights under this agreement. Filmmaker shall return the Property to Grantor in the same condition it was in before access was granted. However, Filmmaker shall not be responsible for any ordinary wear and tear associated with the exercise of rights under this agreement nor for any damage that occurs before Filmmaker begins to use the Property.
4. PAYMENT: Grantor and Filmmaker hereby agree that the Filmmaker shall pay \$ _____. All charges are payable on completion of all work completed, unless specifically agreed to the contrary. No other payment of any kind will be due and payable by Filmmaker to Grantor for use of the Property or distribution of the film.

12. CREDIT: Filmmaker agrees to use the following credit line _____, if the recordings made under this Agreement are incorporated in the Film.

5. CREDIT: Provided that a substantial portion of footage is incorporated in the Film, credit for use of Property shall read: _____. No inadvertent failure by Filmmaker to comply with the credit line set forth above nor any failure by third parties to so comply, shall constitute a breach of this agreement.

6. RIGHTS TO RECORDING: Filmmaker shall have the exclusive, global rights to any and all images and sounds recorded on the Property, for use in making, distributing, or exhibiting Film. These rights include, without limitation, copyrights, promotional, assignment, and license rights as to any portion of the still pictures, motion pictures, videotapes, photographs and or sounds recorded on the Property (together with all rights of extension or renewal), in any and all media, whether currently existing or not. Filmmaker has these rights regardless of whether these recordings are incorporated into the Film. In no event shall Grantor have the right to enjoin the development, production, distribution or exploitation of the Film.

7. PORTRAYAL: Grantor hereby acknowledges that, unless otherwise specified in this agreement, Filmmaker is not required or expected to depict the Property in any particular fashion in the Film.

8. GRANTOR'S RELEASE: Grantor hereby releases any and all present and future claims for libel, defamation, or invasion of privacy or publicity that Grantor may have against Filmmaker or Filmmakers successors, assignees, employees, and agents resulting from the Film or the exercise of any right associated with this agreement.

9. FILMMAKER'S RELEASE AND INDEMNIFICATION: Filmmaker hereby releases any and all claims against Grantor arising from injury to Filmmaker's personnel or equipment on the Property. Filmmaker hereby indemnifies Grantor against the claims of third parties for injuries arising from Filmmaker's exercise of rights under this Agreement. This section shall not apply in the case of breach by Grantor of this agreement.

10. INSURANCE: The Filmmaker will procure and maintain, during the term of the location agreement, comprehensive general liability insurance with a combined single limit of at least \$__ million for personal injury or property damage, naming Grantor as an additional insured, and will, on request, provide Grantor with a certificate of said insurance.

11. AUTHORITY: The undersigned Grantor has the power to execute this agreement and grant the rights and permissions listed below. Filmmaker and Grantor certify and warrant that they have, individually or collectively, secured any and all permits required by state or local governments and that no other person or entity is required to consent or give permission in order to effectuate the purposes of this agreement.

12. ASSIGNMENT, ENTIRETY OF AGREEMENT, GOVERNING, JURISDICTION, AND MEDIATION. This agreement constitutes the entire agreement between the parties. No modification shall be enforceable except in writing and signed by both parties hereto. This agreement shall be governed by the laws of the state of _____. In the event any dispute arising under this agreement results in litigation, arbitration, or mediation, such action or proceeding shall be brought

within the state or federal courts of _____. Mediation of any dispute arising from this agreement shall be conducted in accordance with the rules of the Arts Resolution Services, a program of the St. Louis Volunteer Lawyers and Accountants for the Arts.

13. SEVERABILITY: If any provision of this agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this agreement that can be given effect without the invalid provisions or application, and to this end, the provisions of this agreement are declared severable.

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

