**LOCATION AGREEMENT**

“PRODUCTION TITLE”

**DATED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

This Agreement is made by and between PRODUCTION COMPANY (“**Producer**”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Grantor**"), with respect to Producer’s use of the location described below on the production of the documentary project currently entitled “*PRODUCTION TITLE*” (the “**Picture**”, which definition shall include all allied and ancillary rights). In consideration of one pound sterling (£1), the parties agree as follows:

1. **FILMING LOCATION**: Grantor permits Producer to enter and use the property and the surrounding area, including any signage or identifying materials, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ("**Property**") on a [exclusive/non-exclusive/sole use] basis in connection with the Picture for rehearsing, photographing, filming and recording scenes and sounds for the Picture, including photographing and recording the Property itself (“**Filming**”). Grantor represents that it has the full right and authority to grant all rights, consents and permissions in and to the Property as set out in this Agreement.
2. **PRODUCER’S RIGHTS**: The Producer shall exclusively own the results and proceeds of the Filming and shall be entitled to include the Property, or any part of it, in the Picture. The Producer may exhibit, advertise and promote the Picture or any portion thereof whether or not the Property is identified, in any and all media which currently exists or which may exist in the future in all countries, in perpetuity without the need for further payment and the Grantor unconditionally and irrevocably gives to Producer all necessary consents to enable the same.
3. **IDENTIFICATION OF PROPERTY**: The rights granted herein include the right to film and photograph the Property and all structures and signs located on the Property (including the exterior and interior of such structures, and the names, logos and verbiage contained on such signs). Producer shall at its sole discretion be entitled to identify the Property by its true name or by a fictitious name.
4. **DATE AND TIME OF ACCESS**: The permission granted hereunder is for the following date(s) and time(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If the Filming is not completed during such period, the Producer shall be entitled to return to the Property to continue at a mutually agreed time and on the terms contained in this Agreement. In the event the Producer is unable to commence or undertake the Filming on the scheduled date(s) due to occurrences beyond its reasonable control, the Producer shall have the right to undertake the Filming at a later date to be mutually agreed upon.
5. **ALTERATIONS TO LOCATION**: Producer shall be entitled to make temporary changes, additions and alterations in and to the Property. Producer agrees to use reasonable care to prevent damage to the Property and to remove any and all property that Producer may place upon the Property in connection with its use. If required, Producer agrees to restore the Property as nearly as possible to its original condition at the time of Producer’s taking possession, reasonable wear and damage not caused by Producer’s use excepted.
6. **COMPENSATION**: Subject to receipt of a valid invoice, Producer shall pay the Grantor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. If for any reason the Producer wishes to cancel filming at the Property, no fees shall be payable unless filming has commenced in which case the fees shall be payable on a pro rata basis to the number of days elapsed. In the event that the Property becomes unfit for Filming, the Producer shall be entitled to terminate this Agreement immediately on written notice to the Grantor.
7. **GRANTOR’S OBLIGATIONS**: Grantor shall not interfere with the Filming and neither Grantor nor any person for whom the Grantor is responsible will take any photographs or recordings of the Producer’s activity at the Property or of any personnel involved in, or engaged in connection with, the Picture. Grantor shall not without the prior written permission of the Producer, other than to Grantor’s professional advisers or as required by law, make any statement, announcement or give any information relating to the Grantor’s engagement, the Picture, the Producer or this Agreement to any third party or self-publish the same. The Grantor shall not at any time do anything detrimental to or say anything detrimental about the Picture, the Producer or any persons involved in, or engaged in connection with, the Picture. The Grantor gives Producer the full authority to expel from the Property any person not authorised to be present at the Property by either the Producer or the Grantor.
8. **INDEMNIFICATION**: Producer agrees to indemnify Grantor in accordance with the terms and conditions of the Producer’s insurance cover for the Picture from and against any liabilities, damages and claims of third parties and any physical damage to the Property or personal injury or death to any person arising solely and directly from Producer's (or any of its represen­tatives, employees, or agents) negligent act or omission in connection with the Filming (unless such liabilities, damages or claims arise from breach of Grantor's warranties as set forth below) r,. Any claims shall be presented by the Grantor in writing to the Producer within seven (7) days of completion of the Filming. Grantor agrees to indemnify and hold harmless Producer from and against any and all claims relating to breach by Grantor hereunder.
9. **REPRESENTATIONS AND WARRANTIES**: Grantor warrants that: (i) it is the owner or lessee of the Property and has the full right and authority to enter this Agreement and to grant the rights granted (including the right for Producer to enter upon, film, photograph and record all or any part of the exterior, interior and contents of the Property); (ii) no consents are required from any third party to permit the Grantor entering into this Agreement; (iii) no depiction or reference to the Property or its contents will constitute any copyright or trademark infringement, act of defamation or invasion of privacy or otherwise infringe the right of any third party; and (iv) the Property is safe for its intended use. The Grantor indemnifies and shall keep the Producer full indemnified from and against all claims, demands, actions, proceedings, costs, damaged, losses and expenses suffered or incurred directly or indirectly by the Producer, or any compensation paid or agreed to be paid by the Producer to any third party, or arising out of any breach or threatened or actual non-performance or non-observance of any of the covenants, warranties, representations, undertakings and agreements of the Grantor contained or implied in this Agreement.
10. **RELEASE**: Grantor releases and discharges Producer, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that Grantor may have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark or violation of any other right arising out of or relating to any of the rights granted herein. Producer gives no guarantee that the production of the Picture will proceed to completion and the Producer is not obliged to include the Property in the Picture. Grantor acknowledges that it shall not be entitled to any credit in the Picture or any other product or materials produced by the Producer in connection with the Filming.
11. **REMEDIES:** In the event of any breach of this Agreement by the Producer, the Grantor’s sole remedy shall be an action at law for damages (if any) and the Grantor shall not have the right to rescind this Agreement or terminate the rights granted in this Agreement or to enjoin the development, production, distribution or exploitation of the Picture.
12. **GOVERNING LAW AND ARBITRATION**: This Agreement shall be construed in accordance with the laws of England and the parties irrevocably submit to the jurisdiction of the English courts. Producer shall have the right to assign the benefit of this Agreement or any part of it without limitation.

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| ACCEPTED AND AGREED BY PRODUCTION COMPANY By: Its:  | ACCEPTED AND AGREED BY GRANTOR: By: Its:  |