



Somerset County Film Commission
SAMPLE LOCATION AGREEMENT

Date: _____, 20__

To: _____

[NAME AND ADDRESS OF PROPERTY OWNER]

This will confirm the agreement ("Agreement") between you ("Lessor") and ("Producer"), with respect to Producer's use of Lessor's property (the "Premises") located at:

_____ [ADDRESS], in connection with the Program, as follows:

1. Rights Granted: In consideration of the payments set forth in Paragraph 2 below, Lessor hereby grants to Producer the right to photograph, make recordings of and on, and otherwise enter and use the Premises for and in connection with such motion picture, television or other production, as Producer determines, and to exhibit, advertise and exploit such photographs and recordings in any manner whatsoever, and in all media whether now known or hereafter devised (it being the intention of the parties to confer upon Producer the full economic benefit of exploitation in all media, as such media and others may evolve in the future), at any time in perpetuity throughout the universe. Without limiting the foregoing, Producer shall have the right to bring personnel, equipment, facades, props and effects, of any kind and nature, onto the Premises and to remove same; and to use and refer to the name, address and identification (such as, without limitation, signs, business name, etc.) of the Premises visually and/or in dialogue, to attribute fictional events and/or characters to the Premises and/or to change and/or fictionalize the name, address and/or identification of the Premises. Lessor shall have no right or interest whatsoever in any photography or recording of the Premises or any results and proceeds of Producer's use of the Premises. As used herein, "Premises" includes all interior and exterior areas of the Premises and all personal property located in, on and/or about the Premises.

2. Payments: In full and complete consideration for Producer's use of the Premises, and for all rights granted to Producer pursuant to the terms hereof, Producer shall pay Lessor the total sum of _____ Dollars (\$ _____), payable as follows:

- (a) Preparation Days: _____ day(s) at \$ _____ per day;
(b) Shooting Days: _____ day(s) at \$ _____ per day; and
(c) Wrap Days: _____ day(s) at \$ _____ per day.

3. Term: Lessor agrees that Producer shall have exclusive possession of the Premises commencing on or about _____ and continuing until _____



(the "Term"). If, because of the illness or unavailability of any producer personnel, weather conditions or any other occurrence beyond Producer's control, Producer is unable to proceed with the development, pre-production or production of the Program at any time during the Term, Producer shall have the right to extend the Term or to use the Premises at a later date to be mutually agreed upon with Lessor, at the previously agreed upon rates.

4. Liability: Producer agrees to leave the Premises in the same order and condition as received from Lessor, reasonable wear and tear excepted, unless the parties agree to make permanent modifications to the Premises:

_____ Lessor initials

_____ No permanent modifications will be made to the Premises

_____ The following permanent modifications will be made to the Premises:

Producer shall indemnify Lessor for any actual injury or damages to the Premises directly caused by Producer's activities on the Premises, except to the extent that Lessor contributes to such injury or damage (whether by act or omission of Lessor or its agents), provided that Lessor shall submit written notice of any such claim to Producer no later than ten (10) days following the occurrence of such injury or damage for which Lessor claims damages, and Lessor shall permit Producer to inspect that portion of the premises alleged to be damaged and shall otherwise cooperate with Producer.

5. Remedies: Lessor agrees that in the event of a breach of this Agreement or any dispute with respect thereto, Lessor shall be limited to Lessor's remedy at law for damages, if any, and in no event shall Lessor be entitled to rescind the rights granted herein, restrain or enjoin the production, distribution, exhibition or exploitation of the Program or any other production or otherwise be entitled to any injunctive or other equitable relief.

6. Lessor's Representations: Lessor hereby represents and warrants that Lessor is the sole owner or the authorized representative of the sole owner of the Premises and has the sole authority to grant Producer the rights herein granted. Lessor hereby agrees to indemnify Producer, its parent, subsidiary and affiliated entities, and its and their respective employees, directors, officers, agents, assigns and licensees, from and against any and all claims, liabilities, obligations, costs, damages and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising from any breach or alleged breach of the foregoing representation and warranty.



7. No Obligation to Use: Notwithstanding any other provision of this Agreement, Producer shall have no obligation to use the Premises or to include the Premises in the Program, or to produce, release, distribute or otherwise exploit the Program.

8. Assignment: This Agreement may be freely assigned and licensed by Producer, and in the event of any such assignment or license, this Agreement shall remain binding on Lessor and shall inure to the benefit of any such licensee or assignee.

9. Promotion: Lessor affirms that no one acting for Lessor gave or agreed to give anything of value to Producer, to any member of the production staff, to anyone associated with the Program or the network broadcasting the Program or to anyone else for mentioning Lessor's name or the name of the Premises in the Program. Lessor further acknowledges that it is a Federal offense, unless disclosed prior to broadcast, to give or agree to give anything of value to promote any product, service, or venture on the air and Lessor agrees to notify Producer immediately in writing if any person attempts to induce Lessor to violate the foregoing.

10. Entire Understanding: This Agreement sets forth the entire understanding of Lessor and Producer and may not be changed except by a written agreement signed by the party to be changed. Lessor acknowledges that Lessor has not been induced to enter into this Agreement by any representation or promise not contained herein.

Agreed and Accepted (Producer)

Date: _____
By: _____
Its: _____

Agreed and Accepted (Lessor)

Date: _____
By: _____
Its: _____