

## LOCATION RELEASE AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of October 2018 by and between \_\_\_\_\_ (“Production Company”) and \_\_\_\_\_ (“Grantor”).

### RECITALS

WHEREAS, Production Company seeks to utilize a location owned by Grantor in a motion picture it is producing currently titled \_\_\_\_\_ (the “Picture”); and

WHEREAS, Grantor desires to grant Production Company access and use of said location in exchange for acknowledgment of Grantor’s contribution in the credits of the Picture.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, including the recitals above, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows

**1. IDENTITY OF FILMING LOCATION.** Grantor hereby grants Production Company the right to use the property located at \_\_\_\_\_ (“the Property”) in connection with the 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, promote and otherwise exploit the Picture or any portion thereof in any and all media whatsoever now known or later devised in the universe in perpetuity.

**2. RIGHT OF ACCESS.** Production Company shall have the right to bring personnel and any equipment onto the Property and to remove same following completion of its use of the Property hereunder. Production Company shall have the right, but not the obligation, to photograph, film and use in the Picture the actual name connected with the Property. If Production Company depicts the interior(s) of any structures located on the Property, Grantor agrees that Production Company shall not be required to depict such interior(s) in any particular manner in the Picture.

**3. TIME OF ACCESS.** The permission granted hereunder shall be for the period commencing on or about \_\_\_\_\_ a.m./ p.m. October \_\_\_\_\_, 2018 and continuing until \_\_\_\_\_ a.m./ p.m. October \_\_\_\_\_, 2018. The period may be extended or changed by mutual agreement of the parties if there are changes in the production schedule or other unforeseen delays such as due to weather conditions. The permission herein granted shall also apply to future retakes and/or added scenes.

**4. ALTERATIONS TO LOCATION.** Production Company agrees that (with Grantor’s permission) if it becomes necessary to change, alter or rearrange any equipment on the Property belonging to Grantor, Production Company shall return and restore said equipment to its original place and condition, or repair it, if necessary. Production Company agrees to indemnify and hold harmless Grantor from any against any and all liabilities, damages and claims of third parties arising from Production Company’s use hereunder of the property (unless

such liabilities, damages or claims arise from breach of Grantor's warranty as set forth in the immediately following sentence); and from any physical damage to the Property proximately caused by Production Company, or any of its employees, representatives or agents. Grantor warrants that is has the right and authority to enter into this Agreement and to grant the rights granted by Grantor herein. Grantor agrees to indemnify and hold harmless Production Company from and against any and all claims relating to breach of its aforesaid warranty.

**5. BILLING CREDIT.** Grantor acknowledges that any identification of the Property which Production Company may furnish shall be at Production Company's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Picture.

**6. RELEASE.** Grantor releases and discharges Production Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that Grantor may not have or may later 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.

**7. MISCELLANEOUS.** This constitutes the entire agreement between the parties and supersedes any prior agreements between the parties. This agreement may not be modified unless in writing and signed by both parties. A photocopy of this Agreement shall be as legally valid and binding as the original. This agreement shall be construed under the laws of the State of Idaho. The rights herein granted shall inure to the benefit of all successors, assigns, heirs, executors, etc. of each party hereto.

The undersigned represents that s/he is either the rightful and true owner of the Property or empowered as agent or otherwise to execute this Agreement for or on behalf of owner.

IN WITNESS WHEREOF, the parties have hereunto set their names as of the date first above-written.

PRODUCTION COMPANY:

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Producer

GRANTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_