

EXAMPLE LOCATION RELEASE AND AGREEMENT

PRODUCER: INSERT COMPANY NAME (the “**Producer**”)

PICTURE: “*INSERT TITLE*” (working title) (the “**Picture**”)

PROPERTY: _____ (“**Property**”)
[insert address of property]

OWNER OF PROPERTY: _____ (“**Owner**”)
[insert full legal name of Owner; if corporation, include full corporate name]

OWNER CONTACT INFORMATION: _____

This agreement (the “**Agreement**”) is made between Producer and Owner as of _____ with respect to Producer’s use of the Property in connection with the Picture.

For good and valuable consideration in the amount of the Fee (as set forth in Section 6 below) and other good and valuable consideration, including, without limitation, to have the Property and Materials (as defined below) potentially appear in the Picture, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows. For clarity, the term “Picture” as used herein shall include all current and future versions thereof and all derivative, ancillary, related and subsequent works thereof.

1. **PERMISSION:** Owner of the Property hereby irrevocably and unconditionally grants to Producer permission to enter upon and use the Property (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) for the period(s) set forth in Paragraph 5 below, and to bring all necessary personnel, equipment, vehicles, props and temporary sets onto the Property , for the purpose of making still and motion pictures and sound recordings of, on and/or about the Property for potential use in and/or in connection with the Picture (and all foreign versions, out-takes, “best of”, “behind the scenes” and “making of” works, compilation versions and any other audiovisual production as Producer may elect in its sole discretion). Further, Owner grants permission to Producer to: (a) replicate the Property (if applicable) by constructing a set at a separate location, duplicating all or any part of the Property for the purpose of the Picture (including filming retakes, added scenes, advertisements and promotions); (b) refer to the Property or any part thereof by any true or fictitious name; and (c) attribute any true or fictitious event(s) as occurring on or about the Property.
2. **PROPERTY AND MATERIALS:** For clarity, the term “Property” shall include, without limitation, all interior and exterior areas, utilities, buildings or other structures of the Property, real and personal property, displays and signs located in, on and/or about the Property and Owner’s name, logo, trademark(s), trade-names, service mark(s) and slogan(s), as depicted on, in, and/or about the Property. All physical embodiments of filming, photographing and recording of the Property (including, without limitation, all depictions thereof) shall hereafter be known as the “**Materials**”.
3. **GRANT OF RIGHTS:** Owner hereby expressly acknowledges and agrees that all right, title and interest of every kind and nature whatsoever (including, without limitation, copyright) in and to the Materials shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use the Materials in connection with the production, exhibition, promotion, advertising, publicity, distribution or exploitation of the Picture (and all foreign versions, out-takes, “best of”, “behind the scenes” and “making of” works, compilation versions and any other audiovisual production as Producer may elect in its sole discretion) in all forms of media whether now known or hereafter developed (including but not limited to specialty television, mobile and internet) throughout the world in all languages for an unlimited number of times in perpetuity. Producer shall further have the right, without restriction, to edit, copy, add to, take from, adapt, convert, translate, combine or otherwise use the Materials in its sole discretion.

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4. **WAIVERS:** Owner hereby expressly waives: (a) the benefit of any provision of law known as “droit moral”, moral rights or similar rights and so-called “neighbouring rights” that Owner may have in and in connection with the Materials and/or the Picture; and (b) any right of inspection or approval in respect of the Materials and/or the Picture or any part thereof.
5. **DATES:** The Property shall be available for use by Producer for _____ day(s) commencing on _____ and continuing until _____, inclusive, as more particularly set forth below and as may be modified or changed by Producer, subject to the approval of Owner (such approval not to be unreasonably withheld or delayed).

Producer’s use of the property shall be (check as appropriate): EXCLUSIVE • NON-EXCLUSIVE •

The Dates shall consist of:

Prep day(s): _____
Shoot day(s): _____
Wrap day(s): _____

6. **FEE:** Subject to Owner’s compliance with all the terms and conditions of this Agreement, Producer shall pay Owner the following all-inclusive fee(s) (collectively, the “**Fee**”) for Producer’s use of the Property: **[complete as applicable]**

ONE-TIME FEE: \$ _____

OR

DAILY FEE(S) AS FOLLOWS:

PREP DAY FEE: \$ _____
SHOOT DAY FEE: \$ _____
WRAP DAY FEE: \$ _____

The Fee shall be payable as to _____% upon commencement of Producer’s use of the Property and _____% upon completion of Producer’s use of the Property.

The Fee is inclusive of use of all water, electric power, gas and other utilities servicing the Property, subject to the following, as applicable. If Producer must arrange for and supply its own power generator for use in connection with the Property, check here: •

7. **ADDITIONAL USE:** If Producer requires the use of the Property for additional use including, without limitation, to photograph retakes or additional scenes, Owner shall permit Producer to re-enter upon, occupy and use the Property in accordance with the terms hereof for such additional purpose. The dates for such additional use shall be subject to Owner’s approval, which approval shall not be unreasonably withheld or delayed. If Producer uses the Property for additional filming, Producer shall pay Owner the Fee (or a pro-rata portion thereof, as applicable) for such additional use in accordance with the terms hereof.
8. **NOTICE OF NON-USE:** Producer may, at any time prior to twenty-four (24) hours prior to commencement of the dates specified above, elect not to use the Property in accordance with the terms hereof by giving Owner notice of such election, in which case neither party shall have any further obligation to the other.
9. **ACKNOWLEDGMENTS AND AGREEMENTS:** Owner hereby acknowledges and agrees:
- Producer is the sole and exclusive owner of the Materials and the Picture and all elements thereof, and Owner shall have no claim of any kind in or to, the Picture, or any portion thereof or the Materials made hereunder;

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- b) not to assert any claim of any nature whatsoever against anyone relating to the exercise of the rights and permissions granted hereunder;
 - c) Producer shall have no obligation to accord credit to Owner in the Picture or otherwise. Any credit provided to Owner and/or Property shall be at the sole discretion of Picture; and
 - d) neither Owner nor any tenant or any other party now or hereafter having an interest in the Property, shall have any right of action against Producer or any other party arising out of any use of the Materials or the Property.
10. REPRESENTATIONS, WARRANTIES AND COVENANTS: Owner hereby represents, warrants and covenants that:
- a) Owner is the sole, exclusive and unfettered legal owner of the Property and has the necessary power, authority and capacity to enter into, grant the rights and perform all terms of this Agreement in full;
 - b) to the best of Owner's knowledge and belief, the recording of the Materials will not infringe upon the rights or privileges of third parties, including without limitation, the rights of privacy, publicity or copyright, breach any contract or duty of confidence, constitute a contempt of court, cause injury or damage to any party or any party's property, or be defamatory;
 - c) Owner will not take any action nor allow, permit or authorize any tenant, representative or third party to take any action and further, shall ensure that any such tenant, representative or third party does not take any action, which might interfere with Producer's full use and quiet enjoyment of the Property and the Materials in accordance with the terms hereof;
 - d) Owner will maintain the Property in useable condition for all uses by Producer contemplated hereunder; and
 - e) it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, corporation or firm in order to enable Producer to enjoy the full rights to the use of the Property and Materials as described herein.
11. INDEMNIFICATION: Owner hereby releases, indemnifies and shall defend and hold harmless Producer and Producer's affiliated and related entities and all of their respective past, present and future successors, assigns, licensees, designees, grantees, directors, officers, principals, partners, agents, employees, shareholders, independent contractors and representatives (collectively, "**Producer Parties**") from against any and all manner of actions, causes of action, debts, accounts, contracts, demands, claims, liabilities, and expenses (including reasonable outside legal and expert fees and expenses) arising from the breach or alleged breach of any term of this Agreement by Owner and/or arising from the use of the Property, the Materials and the Picture, including without limitation, any claims for defamation, invasion of privacy, any intentional or unintentional acts or omissions, libel, or any other cause of action arising out of or in any manner connection with the production, distribution, exhibition, exploitation or other use of the Picture and use of the Materials by Producer Parties in connection therewith. Owner further acknowledges and agrees that Producer will rely upon the grant of rights in this Agreement, potentially at substantial cost to Producer.
12. FORCE MAJEURE: If, because of illness of contributors, actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date(s) designated above and/or work in progress is interrupted during use of the Property by Producer, then Producer 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 in Paragraph 5, and any such use shall be included in the compensation paid pursuant to Paragraph 6 above.
13. LIABILITY AND RETURN OF PROPERTY:
- a) Producer agrees to remove all equipment, vehicles, props, temporary sets and materials from the Property upon completion and shall leave the Property in the same order and condition as received from Owner, reasonable wear and tear excepted.
 - b) Producer will use reasonable care to prevent damage to the Property, and will indemnify Owner for any actual injury or damages to the Property directly caused by Producer's activities on the

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Property, except to the extent that Owner contributes to such injury or damage (whether by act or omission of Owner and its agents, representatives, employees, contractors, or designees), provided that Owner shall submit written notice of any such claim to Producer no later than five (5) days following occurrence of any such injury or damage for which Owner claims damages, and Owner shall permit Producer to inspect that portion of the Property alleged to be damaged and shall otherwise cooperate with Producer with respect thereto.

14. **LIMITATIONS:** Owner shall not be entitled for any reason to terminate or rescind this Agreement nor to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Agreement by Producer. Owner's sole remedy in the event of a breach or alleged breach shall be expressly limited to the right to seek monetary damages, if any, in an action at law. Without limiting the foregoing, Owner shall not be entitled by reason of any breach or alleged breach to restrain, enjoin, interfere with or otherwise impair the exploitation or exercise of any of the rights and privileges granted to or to be granted to Producer hereunder in and to the Materials and the Picture, nor to restrain, enjoin, interfere with or otherwise impair the Producer's property or assets, or the development, production, distribution, exhibition and/or exploitation of the Materials and/or the Picture (including, for clarity and without limitation, the exercise of any subsidiary, allied and ancillary rights in respect thereof in any manner whatsoever) and all advertising, publicity or promotion in connection therewith.
15. **NO OBLIGATION TO USE:** Notwithstanding any other provision of this Agreement, Producer shall have no obligation to use the Property or the Materials, nor any obligation to produce, release, distribute or otherwise exploit the Picture.
16. **CONFIDENTIALITY:** Owner hereby acknowledges and agrees that: (a) any non-public information pertaining to the Picture, the Materials, Producer, Producer's business, and this Agreement that Owner may learn or become privy to is confidential and proprietary; and (b) other than as required by law or for professional reasons with Owner's lawyers or business representatives, Owner shall not at any time without Producer's prior written consent, discuss with any third party, give any interview or make, give or release any statement by any means (including, without limitation any postings or comments on social networking sites such as "Twitter", "Facebook", "Instagram", "Pinterest", "Foursquare", "LinkedIn" or similar sites) relating to the Picture, the Materials, Producer or this Agreement.
17. **FULL UNDERSTANDING/INDEPENDENT LEGAL ADVICE:** Owner has read this Agreement prior to signing it and Owner fully understands its contents, including all of Owner's rights, obligations, promises and agreements (including, without limitation, the rights that Owner has granted and the releases that Owner has made to Producer herein). Owner further acknowledges that Owner has had the opportunity to seek independent legal advice with respect to the terms of this agreement. Owner confirms that Owner is executing this agreement freely, voluntarily and without duress.
18. **GENERAL PROVISIONS:** 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 upon Owner and shall inure to the benefit of any such licensee or assignee. This Agreement contains the entire understanding between the parties hereto relating to the subject matter herein and supercedes all prior understandings. If any part of this Agreement is found to be illegal or invalid for any reason, the Agreement shall be construed as if the invalid or illegal provision had been deleted and the balance of the Agreement shall remain in full force. Owner shall, upon Producer's reasonable request, do or cause to be done all further acts and execute or cause to be executed all further instruments to fully effect the intent and purpose of this Agreement and the protection of each party's right, title and interests under this Agreement. In signing this Agreement, Owner is not relying on any representations or other statements made by anyone that are not contained in this Agreement, including any representations about the nature of the Picture, the process of filming or the Picture participants. This Agreement can only be amended in writing signed by both parties. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The courts of the regional municipality of Toronto, Ontario shall be the exclusive jurisdiction to hear any matter arising out of this Agreement. This Agreement may be executed in counterparts and via facsimile or other means of electronic transmission.

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AGREED AND ACCEPTED as of the date first written above.

[insert full legal name of OWNER]

Per: _____

Name:

Title:

I have the authority to bind the Owner

INSERT NAME OF PRODUCTION

Per: _____

Name:

Title:

I have the authority to bind the corporation