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

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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.

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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.

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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. GOVERNING LAWS AND DISPUTE RESOLUTION: Any modifications or amendments to this agreement require the written consent of both Grantor and Filmmaker. The laws of the state of ______________ shall govern this Agreement. 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 the state 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.
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:

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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. GOVERNING LAWS AND DISPUTE RESOLUTION: Any modifications or amendments to this agreement require the written consent of both Grantor and Filmmaker. The laws of the state of ______________ shall govern this Agreement. 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 the state of ______________. Mediation of any dispute arising

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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: ___________________________