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allformat locations
On behalf of XXXXXXXXX
11/15 Inkerman St, St Kilda. VIC 3182
Ph: 03 9534 5106 Fax: 03 9534 0899

LOCATION AGREEMENT

DATED: XX XX 200X

SCRIPT LOCATION: XXXX

NAME OF OWNER/AGENT: XXXX

LOCATION ADDRESS: XXXX

AGREED DATE/S: XXXX

LOCATION FEE: \$XXXX

SPECIAL CONDITIONS: XXX

I/We being the Owner/Agent of the premises specified above do hereby agree to the conditions as stated on this & the following page:

For and on behalf of
XXXX

For and on behalf of
Owner/Agent

.....

.....

.....
(Title)

.....
(Title)

.....
(Date)

.....
(Date)

1. To give the Production Company (The Producer), its employees and/or nominees permission to represent the premises and to make such use of this as the producer may require, for the purpose of XXXXXXXX Promotions. Use of the premises shall include the right to park vehicles at or near the premises, to bring personnel and equipment (including props and temporary sets), onto the premises and the obligation to remove the same and/or all rubbish after completion of work.

2. The permission to use the premises is granted for the period specified above, or as longer as may be necessary subject to changes in the production schedule or weather conditions, and continuing until completion of all scenes or work required, including re-takes or added scenes if any. Should additional shooting time be required, permission will be granted at a pro-rata rate.

3. The producer shall have the right to pictorially represent the premises under any name whether real or fictional according to requirements of the advertisement. I/We do hereby also agree to allow the Producer to incorporate the representation of the Premises in the Advertisement (and all off-cuts) either as a sequence on its own or preceded, interfaced or followed by such other representations as the Producer may require. (Including scenes of studio sets representing for the purposes of the advertisement, the interior/exterior of the Premises.

4. To allow the Producer or its nominee to exploit in every manner the film, still photographs and sound recordings with or without the Premises pictorially represented, Neither I/We nor any other tenant or party now or hereafter having an interest in the Premises shall have any right of action against the Producer or any other party arising out of any use of the Premises whether or not such use is or may claim to be defamatory, untrue or censorable in nature.

5. In consideration of permission being granted to allow filming facilities at the Premises, the Producer hereby agrees that it will hereby indemnify me/us for any liability, loss, claim, or proceedings in respect of the personal injury or death of any person and the loss or damage to the Premises or any property connected thereto caused by negligence or wilful act or omission by the Producer, its agents and servants.

5a. In relation to any loss or damage to the Premises, I/We agree to notify the Producer in writing within seven (7) days of completion of the Producer's use of the Premises, any damage claimed to have arisen from the Producer's use of the Premises and to allow the Producer and its representatives access to the Premises to assess, and, where appropriate, rectify any such damage.

5b. Failure by me/us to notify the Producer in writing within seven (7) days, underclause 5a shall relieve the Producer of all responsibility in respect of damage claimed to have arisen from the Producer's use of the Premises.

6. I/we warrant and represent that I/we have the full right and authority to enter to this Agreement concerning the Premises and the consent or permission of no other person, firm/body/agency or incorporation is or will be necessary in order to enable the Producer to exercise and enjoy fully the rights herein granted and I/we indemnify and agree to hold the Producer and its licensee, successors and assignees free and harmless from and against any and all loss, costs liability, damages or claims of any nature arising from or concerning a breach of the warranties and representations in this clause.

7. Subject to the Producer's obligations continuing hereunder, the Producer may assign the rights granted in this Agreement. This Agreement shall be binding upon and inure to the benefits and successors, licensees and assignees of the Parties hereto.

8. In consideration of the permission to use the Premises and all other rights granted in the Agreement, the Producer shall pay to me/us as total remuneration, the location fee specified above.

9. This contract is governed by the laws of Australia

In the event that the Producer is unable to use the Premises for any reason, or that the use by the Producer is interrupted for any reason beyond the control of the Producer, then the Producer shall only be obliged to pay me/us for that period for which the Premises were so used, calculated on a pro-rata basis.

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