

**LOCATION RELEASE**

Date: \_\_\_\_\_

Name: \_\_\_\_\_ [“Owner”] Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

1. Owner hereby grants to \_\_\_\_\_ and its designees, licensees, affiliates, parents, subsidiaries, successors and/or assigns, are hereinafter referred to as “Producer”, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged) permission to enter upon and use the entire property and its environs commonly referred to as \_\_\_\_\_, the contents thereof and the appurtenances thereto located at \_\_\_\_\_ (the “Property”) for the purpose of photographing and recording in connection with the \_\_\_\_\_ tentatively entitled “\_\_\_\_\_” (“Program”) during production thereof as and at the times required by Producer, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. All physical embodiments of videotaping, filming, recording and photography on the Property shall hereinafter be known as the “Materials.”
2. Producer shall pay to Owner a “Fee” of \_\_\_\_\_ prior to commencement of filming on the Property.
3. Producer shall have access to the Property between \_\_\_\_\_ and \_\_\_\_\_ at the following times \_\_\_\_\_.
4. Producer may place all necessary facilities and equipment on the Property and agrees to remove same after completion of work and leave the property in as good of condition as when received. Producer anticipates following various individuals throughout the Property with camera crews, recording equipment and various production-related personnel (collectively, “Crew”) in connection herewith. Owner grants to Producer and Crew access to the Property in connection herewith. Access shall be determined by \_\_\_\_\_ or its designee. Owner grants to Producer the right to use, incorporate, perform, distribute and/or otherwise exploit all or any part of such videotaping, filming, recording and photography on the Property in connection with the Program.
5. Owner has no objection and hereby consents to Producer’s mentioning the Owner’s name and the name of the Property and to Producer’s using, videotaping, filming, photographing and/or otherwise recording and/or reproducing all and/or any part of Owner’s property, including, without limitation, Owner’s logos, trademarks, signage and/or name of the Property, in and/or in connection with the Program and any distribution, exhibition, advertising and exploitation thereof, by any means whatsoever, whether now known or hereafter devised, in perpetuity throughout the universe; so long as such usage of Owner’s logos, trademarks, and signage are incidental to the Program and are not used separate an apart from the Program.
6. Producer shall not use hidden or partially hidden cameras, recording devices or microphones. Producer shall not use a fictitious name to refer to the Property in the Program without the express written consent of Owner.

7. Producer shall provide Owner a minimum fourteen (14) day's notice prior to entering the premises. Such notice may be waived by consent of the parties.
8. Producer will use reasonable care to prevent damage to Property, and will indemnify the Owner of said Property, and hold Owner harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence of Producer, Producer's employees, Crew or Producer's agents, in connection with Producer's use of the Property. Notwithstanding the foregoing, Producer shall have no obligation to pay Owner any additional consideration in connection with this Location Release for any reason.
9. Owner grants to Producer all rights of every kind in and to the Materials, including, without limitation, the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity, in any and all media, whether now known or hereafter devised, in connection with the Program and for advertising and promotional purposes in connection therewith. All rights, including, without limitation, copyright, in the Materials shall be and remain exclusively vested in Producer and neither Owner, nor any tenant or 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 said Materials.
10. Owner represents and warrants that Owner is the owner (or the agent for the owner of) the Property; Owner has the full right, power, and authority to enter into this Location Release and to grant Producer the use of the Property and each and all of the rights herein granted; that no other authorization other than Owner's authorization herein, including, without limitation, permits or authorizations from any governmental regulatory body, is necessary to enable Producer to use the Property for the purposes contemplated hereunder; and that the use by Producer of the Property and the rights granted hereunder will not infringe upon any contractual rights, property rights or other rights of any third party. Owner shall indemnify, hold harmless and defend Producer from and against any and all loss, liability, damage, claims, demands, costs and expenses (including attorneys' fees and costs) of any nature arising from any breach of any representation, warranty and/or covenant made by Owner herein. Producer represents and warrants that: (i) Producer is a corporation in good standing with the \_\_\_\_\_ Secretary of State and Producer or any successor in interest of Producer shall remain in good standing throughout the Agreement; (ii) Producer has the right and authority to make and enter into this Agreement; (iii) Producer has, or will secure prior to broadcast of any episode, the necessary waivers, releases and/or clearances for use of third party intellectual property rights, publicity or privacy rights including, but not limited to, copyright, trademark, right of publicity and right of privacy. Producer shall indemnify and defend Owner against any and all liability, damages, costs and expenses, including reasonable attorneys' fees and costs, in connection with any third party claim or action (other than those arising out of a breach of Owner's representations, warranties or agreements hereunder or out of any negligence or misconduct by Owner) respecting material incorporated into the Program by employees, agents, Crew or officers of Producer, arising out of a breach of any of Producer's agreements herein Producer's or Producer's agent's negligence, or in connection with Producer's development, production, distribution or other exploitation of the Program.
11. Producer is not obligated to actually use the Property or produce the Program or include the Materials in the Program for which it was shot or otherwise. Producer may, at any time, elect not to use the Property by giving the owner written notice of such election, in which case, neither party shall have any obligation hereunder.

12. It is expressly understood and agreed that Owner's rights and remedies against Producer shall be limited to the right, if any, to recover actual money damages in an action at law, and Owner shall not be entitled to terminate or rescind this Location Release or any of the rights granted hereunder to Producer, or to enjoin or restrain the development, production, distribution, advertising or other exploitation of the Program or any rights therein, or to seek same.
13. No party shall be deemed in breach hereof unless the other party shall have provided such allegedly breaching party with written notice detailing such breach and the allegedly breaching party shall have failed to cure such breach within thirty (30) days thereof.
14. Producer shall be solely responsible for obtaining necessary clearances and permissions for the use of any third party rights, including but not limited to, trademarks, copyrights, and rights of publicity and privacy in the Materials.
15. The parties expressly agree they are not operating in the capacity of employer/employee, partners, or as a joint venture.
16. Producer agrees to retain at all times while on the Property a Commercial General Liability Insurance Policy with limits of not less than \_\_\_\_\_ per occurrence combined single limit for personal injury and property damages. A certificate of insurance confirming the required insurance coverage shall be filed with Owner no later than ten (10) calendar days prior to the access. The Producer shall also maintain Workers Compensation at the statutory limits.
17. The undersigned acknowledges that, if at all, Producer is photographing and recording such scenes in express reliance upon the foregoing. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this Location Release and to grant the rights granted hereunder. This is the entire agreement between the parties. This Location Release shall be governed by the laws of the State of \_\_\_\_\_ applicable to agreements made and performed therein.

Please indicate your acceptance of the foregoing by executing this Location Release in the space provided below.

BY: \_\_\_\_\_  
 ITS: \_\_\_\_\_

**AGREED TO AND ACCEPTED BY:**

[INSERT NAME OF PROPERTY OWNER]

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

Print name: \_\_\_\_\_

Its: \_\_\_\_\_  
 an authorized signatory

Date: \_\_\_\_\_