

MARYE POPPIN PRODUCTIONS, LLC

**LOCATION AGREEMENT**

**THIS AGREEMENT**, effective as of \_\_\_\_\_, 20\_\_, is made by and between [YOUR NAME/COMPANY] (“Producer”) whose address is [PHYSICAL ADDRESS] and [GRANTOR] (“Grantor”) whose address is [PHYSICAL ADDRESS] with respect to Producer’s use of the location described below on the production of the feature-length motion picture currently entitled “\_\_\_\_\_” (the “Picture”).

**1. FILMING LOCATION:** For good and valuable consideration, receipt and sufficiency of which is acknowledged, Grantor permits Producer to use the property and the surrounding area, including any signage or identifying materials, located at \_\_\_\_\_ (“Property”) in connection with the Picture for rehearsing, photographing, filming and recording scenes and sounds for the Picture.

**2. PRODUCER’S RIGHTS:** Producer may exhibit, advertise and promote the Picture or any portion thereof whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries, in perpetuity.

**3. IDENTIFICATION OF PROPERTY:** Producer shall not be required to identify or depict the Property in any particular manner. Grantor acknowledges that any identification of the Property which Producer may furnish shall be at Producer’s sole discretion.

**4. TIME OF ACCESS:** The permission granted hereunder is for the period that commences on or about \_\_\_\_\_ and continues until \_\_\_\_\_. The permission shall also apply to future retakes and/or added scenes, if necessary, at a time to be mutually agreed.

**5. ALTERATIONS TO LOCATION:** Producer represents that any change made to the Property shall be undone to restore it to its original condition.

**6. COMPENSATION:**

\_\_\_\_ Grantor has agreed to allow Producer to use the Property at no charge to Producer.

\_\_\_\_ Producer shall provide Grantor with the following compensation: \$\_\_\_\_\_.

**7. REPRESENTATIONS AND WARRANTIES:** Grantor warrants that it has the right to enter this Agreement and to grant the rights herein.

**8. RELEASE:** Grantor releases and discharges Producer, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions that Grantor may 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 of the rights granted herein.

**9. MISCELLANEOUS.**

- (a) **Arbitration:** All disputes under this Agreement shall be settled pursuant to binding arbitration under the rules of the Independent Film and Television Alliance (“IFTA”). The prevailing party will be entitled to reasonable attorney fees and costs.
- (b) **Indemnification:** Producer agrees to indemnify and hold harmless Grantor from and against any and all liabilities, damages and claims of third parties arising from Producer’s use of the Property (unless such liabilities, damages or claims arise from breach of Grantor’s warranty as set forth above) and from any physical damage to the Property caused by Producer, or any of its representatives, employees, or agents. Grantor agrees to indemnify and hold harmless Producer from and against any and all claims relating to breach of this Agreement.
- (c) **Assignment.** Grantor may not assign his rights or obligations hereunder. Producer may freely assign its rights and obligations hereunder.
- (d) **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of [STATE].
- (e) **Notices.** All notices under this Agreement shall be in writing addressed to the addresses first set forth above, or at such other address as either party may designate from time to time by written notice to the other. All notices shall be served by facsimile and U.S. mail, electronic mail, recognized courier services such as Federal Express or DHL or personal delivery addressed as specified above. The date of receipt by facsimile, electronic mail or courier, as the case may be, shall be the date of service of notice.
- (f) This agreement may be signed in counterparts. Facsimile and scanned copies shall be deemed originals for all purposes.
- (g) This Agreement constitutes the entire agreement between the parties hereto with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof. No amendment or modification hereto shall be valid unless set forth in a writing signed by both parties.

**IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

PRODUCER

GRANTOR

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