

LOCATION AGREEMENT

This Location Agreement (“Agreement”) is made and entered into this ___ day of _____, 2008 (“Effective Date”) by and between _____ (the “Production Company”), and _____ (“Grantor”).

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of Rights. Grantor hereby agrees to permit Production Company to use the property located at _____ (the “Property”) in connection with the theatrical motion picture presently entitled “_____” (the “Picture”) for the purpose of rehearsing, photographing, filming and recording scenes and sounds for the Picture. Production Company and its licensees, sponsors, successors and assigns may exhibit, advertise and promote the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in the universe and in perpetuity.

2. Right of Access. Production Company shall have the right to bring personnel, materials, vehicles and equipment (including props and temporary sets) onto the Property and to remove same after completion of its use of the Property hereunder. Production Company shall have the right but not the obligation to photograph, film and use in the Picture the actual name, if any, connected with the Property or to use any other real or fictional name for the Property. If Production Company depicts the interior of any structures located on the Property, Grantor agrees that Production Company shall not be required to depict such interior in any particular manner in the Picture.

3. Copyrights. All copyrights in any images or sounds recorded or made at or on the Property vests with Production Company who may use or not use the same on, in relation to or in connection with the Picture in any way Production Company deems fit.

4. Time of Access. The permission granted hereunder shall be for the period commencing on or about _____, 2008 and continuing until _____, 2008. The period may be extended by Production Company, subject to Grantor’s approval which shall not be unreasonably withheld, if there are changes in the production schedule or delays due to weather conditions. The within permission shall also apply to future retakes and/or added scenes.

5. Payment. Production Company shall pay Grantor the sum of \$____ in consideration for the foregoing.

6. Alterations. Production Company agrees that, subject to Grantor’s approval which shall not be unreasonably withheld, if it becomes necessary to change, alter or rearrange any furniture, fixtures and other structures on the Property belonging to Grantor, Production

Company shall return and restore said furniture, fixtures and other structures to its original place and condition, or repair it, if necessary.

7. Grantor Warranty. Grantor hereby warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by it herein.

8. Indemnification.

A. Production Company Indemnification. Production Company agrees to protect, indemnify, and hold harmless Grantor from and against any and all claims, expenses, damages, liabilities, suits, actions, judgments, and costs, including reasonable attorneys' fees, arising out of, or in any way connected with, any claim or action resulting from: (i) Production Company's use hereunder of the Property (unless such liabilities, damages or claims arise from a breach of Grantor's warranty set forth above); (ii) any physical damage to the Property proximately caused by Production Company, or any of its representatives, employees or agents; or (iii) any failure by Production Company to fulfill any of its obligations under this Agreement or to comply with the terms hereof.

B. Grantor Indemnification. Grantor agrees to protect, indemnify and hold harmless Production Company, and its members, officers, employees and agents from and against any and all claims, expenses, damages, liabilities, suits, actions, judgments and costs, including reasonable attorneys' fees, arising out of, or in any way connected with, any claim or action resulting from: (i) any claim relating to the breach of Grantor's warranty set forth above; or (ii) any failure by Grantor to fulfill any of his or her obligations under this Agreement or to comply with the terms hereof.

9. Insurance. Production Company shall, at its sole cost and expense, procure and maintain in full force and effect comprehensive general liability insurance insuring against loss, damage and liability for injury or death to person, and loss of or damage to property, occurring in connection with Production Company's use of the Property in amounts it deems sufficient.

10. No Kick-Backs for Use of Property. Grantor affirms that neither it nor anyone acting for it gave or agreed to give anything of value to any member of the production staff, anyone associated in any manner with the Picture, or any representative of Production Company, or any television station or network for mentioning or displaying the name of Grantor or using any property owned by Grantor as a shooting location on the Property (except for the use of the Property, which was furnished for use solely on or in connection with the Property).

11. Billing Credit. Grantor acknowledges that any identification of the Property which Production Company may furnish shall be at Production Company's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Picture.

12. Covenant. Grantor will not hereafter enter into any agreement or understanding with any person or entity which might conflict or interfere with the rights granted to the Production Company under this Agreement.

13. Miscellaneous.

A. Notices. All notices and other communications which are required or which may be given under the provisions of this Agreement shall be in writing and shall be hand-delivered with receipt acknowledged or sent by a nationally recognized overnight delivery or courier service, with delivery charges prepaid, to the addresses set forth below:

Production Company: _____

Grantor: _____

B. Choice of Law. This Agreement has been entered into in the Commonwealth of Pennsylvania and will be governed by those laws of the Commonwealth of Pennsylvania which are applicable to contracts entered into and performed entirely within the Commonwealth of Pennsylvania without regard to conflict of laws principles.

C. Waiver. No waiver or failure to act with respect to any breach of this Agreement shall be deemed a waiver with respect to any prior or subsequent breach, regardless of its similarity to a previous breach.

D. Severability. If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement.

E. Assignment. This Agreement shall inure to the benefit of the Production Company, its successors and assigns, and the Production Company shall have the right to transfer and assign all or any part of its interests herein without Grantor's consent.

F. Entire Agreement. This Agreement constitutes the entire understanding of the parties, and revokes and supersedes all prior agreements between the parties, and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto. This Agreement shall take precedence over any other documents that may be in conflict therewith.

G. Headings. The headings and captions contained in this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement or in any way affect this Agreement.

H. Gender Etc. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context indicates is appropriate.

I. Representation by Counsel; Mutual Negotiation. Production Company and Grantor acknowledge and agree that each party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. Production Company and Grantor acknowledge and agree that this Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice of counsel, and will be interpreted in accordance with its terms without favor to any party. Production Company and Grantor acknowledge and agree that the parties hereto and, at their option, their respective counsel have reviewed this Agreement, and the normal rule of construction to the effect that any ambiguities in this Agreement are to be resolved against the drafting party are not to be employed in the interpretation of this Agreement.

J. Counterparts. This Agreement may be executed in one or more counterparts with each such counterpart deemed to be an original and all such counterparts deemed to be one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Location Agreement as of the date first above written.

PRODUCTION COMPANY:

By: _____
Name:
Title:

GRANTOR:

Name: