

BETWEEN _____ (“the Producer”)

ADDRESS _____

TEL _____ FAX _____ ABN _____

AND _____ (“the Location Provider”)

ADDRESS _____

TEL _____ FAX _____

THE AGREEMENT

The Location Provider **hereby grants** the Producer the following rights in the use of

ADDRESS _____ (“the Location”)

for the purposes of filming or photography of exterior and/or interior scenes in connection with (“the Subject Matter”)

ENTITLED _____ (“the Production”)

on the dates and times set out below.

REPRESENTATION OF THE LOCATION

The Location Provider agrees with the Producer that:

- a) The Producer has the option to represent the Location under its proper title (if any); as another actual place or property; or, as a fictional place; and
- b) All copyright in any images or sounds recorded or made at or of the Location rests with the Producer who may use or not use the same on, in relation to or in connection with the Subject Matter in any way the Producer deems fit.

DATES AND TIMES

The Location Provider agrees that the Producer has permission to enter the Location and bring such persons, props, sets and equipment as the Producer requires for filming or photography, for the following period:

FROM _____ am/pm ON _____ (Date)

TO _____ am/pm ON _____ (Date) (“the Period”)

Should the Producer need to return to the Location for re-shooting, or because of weather delays, permission for further access will not be unreasonably withheld.

LOCATION AGREEMENT

INDEMNIFICATION & INSURANCE

In consideration of the rights hereby granted to the Producer by the Location Provider, the Producer agrees:

- a) To be bound by the application and permit (if any) and conditions attached to this agreement (if any);
- b) To obtain and keep current a public liability insurance policy for at least 10 million dollars (filming) or 5 million dollars (stills photography);
- c) To indemnify the Location Provider for any loss, damage or injury of any kind arising out of acts or omissions of the Producer, its employees, agents or contractors;
- d) To indemnify the Location Provider against all claims or suits of any kind whatsoever against the Location Provider for loss, damage or injury of any kind arising out of the acts or omissions of the Producer, its employees, agents or otherwise, in exercising its rights under this Agreement; and;
- e) That he/she conducts the filming entirely at his/her own risk and releases the Location Provider (in the absence of negligence or wilful default on the Location Provider's part) from all claims of any kind occurring at the Location to any person or property.

AUTHORITY

The Location Provider warrants:

- a) He/she has the authority to enter into this agreement and to grant the rights hereby granted by virtue of being: the registered proprietor; lessee; or managing agent who enters this agreement for and on behalf of the proprietor; or, public authority in which control has been vested, of the property located at the Location;
- b) *EITHER* 1) The Location Provider is the sole person entitled to the use and occupancy of the Location during the period specified in this agreement or the individual tenants have been informed and are agreeable;

OR 2) The Location is a public place, including road or footpath, and the Location Provider is the public authority in which control of the Location is vested;
- c) The Location Provider has not and will not grant any other rights over the Location, which may interfere with the filming to be conducted by the Producer during the period specified in this agreement.

FEE

In consideration of the permission and the rights granted to the Producer by the Location Provider for the filming of or at the Location, the Producer will pay the Location Provider, on the completion of filming at the Location, a fee of \$

SIGNED

For and on behalf of the Producer

SIGNED

For and on behalf of the Location Provider

PRINT NAME

DATE

PRINT NAME

DATE