

LOCATIONS CONTRACT

NOTICE: THIS IS A SAMPLE DOCUMENT FOR ILLUSTRATIVE PURPOSES ONLY AND SHALL NOT BE IN ANY WAY CONSIDERED LEGAL OR BINDING

1. Permission is hereby granted to----- (“Producer and/or Production Company”) to use the Location:----- (“Premises”) located at:----- (“Owner”) on the date(s) of: ----- during the hours of: -----for the purpose of (“Production”)

Said permission shall include the right of Producer to exhibit and license others to exhibit all or part of any photographs, video, film, digital files, sound recordings or written descriptions (“Media”) of said Premises created for said Production throughout the world by any means and by any Media whatsoever, now known or hereafter devised. Owner shall not restrict in any way Producer’s permission to exhibit or to otherwise exploit Media of Premises. As well, Producer is under no obligation whatsoever to necessarily exhibit or to otherwise exploit same. The Producer shall own all rights of every kind in and to any type of Media created in and about the Premises, including the right to utilize same in connection with the Production and in connection with any Other Production as the Producer shall elect (“Productions”) and in connection with production, exhibition, advertising or any other exploitation thereof in any manner now known or hereafter known, recognized or devised in perpetuity and in all territories. Producer shall have no obligation to use, photograph or depict the Premises in any Production or to exercise any of the rights granted in this agreement. The Owner and R. Richard Hobbs hereby acknowledges that the undersigned shall have no interest of any kind or nature whatsoever in such Media created on or off the Premises and the Owner and R. Richard Hobbs agree that Producer shall have all rights therein. The Owner and R. Richard Hobbs shall not assert or maintain against Producer any claim of any kind or nature whatsoever including, but not limited to those based upon invasion of privacy, publicity or any other civil rights or defamation in connection with the exercise of the permissions or rights granted in this agreement.

2. Said permission shall include the right of Producer to bring in camera(s) and lighting equipment, personal effects, props, catering, refreshments, audio visual tools as needed and to recover same from premises upon completion of work. Neither property Owner nor R. Richard Hobbs is liable for damage to or loss to any equipment, personal effects, props or audiovisual tools unless property Owner or R. Richard Hobbs willfully or negligently damages it. No children, animals or guests are allowed on the premises unless they are directly involved in the project.

3. The definition of Premises for this contract is as follows: interiors and/or exteriors.

4. The Producer may have access and possession of Premises as is reasonably and safely necessary to conduct the Production.

5. The Producer agrees to pay for and in consideration of the rights named herein and described below:

() location fee (date(s)	\$
() Site Rep Fee	\$
() (Description) Security Deposit (refundable)	\$
TOTAL DUE ON a.s.a.p. prior to shoot	\$

CANCELLATION POLICY: 100% due upon cancellation within 24 hours of Production after contracts have been signed by both parties; 50% upon cancellation of 48 hours or more after contracts have been signed by both parties.

Please Initial: _____

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6. The total day will be -- hrs. Start time is ----. A definition of start time is when any person or vehicle associated with the Producer enters the Premises. Conversely, ending time is when all persons associated with the Producer have left the Premises. Any use of Premises past said hours is considered Overtime (“OT”) calculated in ----- increments at the rate of \$----- per hour.

7. The Producer agrees to pay the total contract to R. Richard Hobbs, for the use of said Premises at the amounts stated above plus a security deposit of \$-----. R. Richard Hobbs will pay the property Owner a pre-negotiated fee. The security deposit, less any incurred damages or expenses will be refunded within 10 working days of completion of usage of the Premises. A reasonable cleaning fee will be charged if the Premises are not cleaned to the Owner’s satisfaction, which satisfaction shall not be unreasonably withheld. If any sums are withheld by the Owner or R. Richard Hobbs, substantiations and documents of the charges will be provided to the Producer.

8. At any time within thirty (30) days from the date the Producer first makes use of said Premises, the Producer may, following not less than seven (7) working days, with advance written notice to the owner and R. Richard Hobbs reenter said Premises for a period reasonably necessary to retake or add scenes desired by the Producer and in any such event, the rate specified above shall prevail. Any payment for any such usages must be made in advance. If, however illness(s) of talent, photographer, director or any other essential artists or crew or any other occurrence beyond the control of the Producer prevents Producer from commencing work on the date designated above; or in the event of damaged or imperfect film or equipment, the Producer shall have the right to reuse the Premises within one (1) month at the above agreed upon rates. The Producer understands and accepts that the Owner has no control over weather conditions. Once the owner has given the Producer possession of the Premises the Owner has fulfilled all the obligations under this contract and the fees agreed upon shall be deemed ‘used’ regardless of any change in the weather.

9. Without in any way limiting the Producer’s liability the Producer represents and warrants that he has Comprehensive Liability and Property Damage Insurance with Liability Coverage of no less than \$1,000,000.00 as to each claimant, that Owner and R. Richard Hobbs shall be provided with certificates of insurance and that Owner and R. Richard Hobbs are additionally insured under the Insurance Policy covering the risk. The Producer will furnish Owner and R. Richard Hobbs Certificates of Insurance setting forth those facts prior to the first preparation day. Any deductible against a claim shall be the responsibility of the Producer.

10. Producer agrees to leave said Premises and all property of any kind located therein in as good order and condition as they were immediately prior to any use of said Premises pursuant to this Agreement and to pay for any injury or damage that may occur directly through the use of said Premises by the Producer. If the Owner contends that such injury or damage has occurred, the Owner shall notify Producer in writing, within 24 hours of the ending time described above in paragraph 5. Said notice shall be via fax at fax number -----. All reimbursements must be made within (10) working days after presentation by the Owner to Producer. The Owner has the right to select any / all necessary

repairs at reasonable costs, provided the Producer is first given the opportunity to make all repairs, but is unable to make such repairs itself. These repairs when completed must be satisfactory to the Owner, which satisfaction shall not unreasonably be withheld.

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11. Producer indemnifies and agrees to save harmless Richard Hobbs and Owner, the members of his/her family, his/ her agents, employees, invitees and each and all of them collectively and severally, (herein referred to as the homeowner), from any and all claims, liabilities, costs, and expenses, including reasonable attorney fees arising from or directly related to Producer's use of the above described premises except for claims, etc, caused by Owner or Richard Hobbs willful misconduct.

12. Each and all attendees shall assume all risks in connection with any defects in the condition of the premises whether patent or latent.

13. Producer agrees that upon the expiration of this contract or any extension or renewal thereof, or upon the completion of any further use of said premises under the authority of this contract. Producer shall immediately remove any and all structure, equipment and material placed there on by Producer, or a Strike Day will be charged for each day these items remain on premises. This amount would be half the fee of Production Day. The producer agrees to remove all trash from premises that was generated by his usage of premises.

14. No smoking will be allowed in or about the Premises.

15. The following are expressly prohibited without the homeowner's permission:

Any pyrotechnics, explosives, gas or smoke devices.

Any wetting or flooding of interior floors.

Access to any roof area(s).

Drilling into or otherwise penetrating any parting of the building structure.

Use of alcohol or drugs.

Entry into any area marked restricted.

Entry into any illegal area(s).

Use of the homeowners name or address

Use of owner's personal effects, including but not limited to kitchen, foodstuffs and/or utensils.

j. Filming or video taping of any kind, professional or otherwise. PENALTY \$2,500.00

16. The Owner agrees to indemnify and hold harmless R. Richard Hobbs and the producer from and against any and all liability incurred under any applicable tax legislation including all reasonable legal fees as a result of the failure by the Owner to declare the payments made to the Owner and pay any amount owing therein to the applicable taxing authorities.

17. Signer warrants that he/ she is the Owner or agent for Owner of said premises, that signer is fully authorized to enter into this agreement on behalf of Owner and has the right to grant the use of said premises and each and all of the rights granted herein.

18. Producer agrees to install layout board and/or furniture pads sufficient to cover any floors, counter tops, areas of heavy foot traffic, areas underneath/about camera or lighting equipment, catering, hair/makeup or any other areas of the Premises deemed by Owner or R. Richard Hobbs to be potentially at risk to damage during or due to the Production. Owner agrees to let Production personnel use the bathroom and will assign an area for hair/makeup, styling and or equipment set up.

19. The property Owner agrees that the production company may use the household electrical current providing household type lighting used. Any other electrical connections are prohibited except with the explicit permission of the Owner.

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20. The Producer may use the telephone for an additional \$50.00 per day (LOCAL CALLS ONLY)

21. Producer is responsible for obtaining and maintaining any and all photography or filming permits as required by law by local government, film office other applicable authorities. Under no circumstances will Owner or R. Richard be liable for damage(s) to Production in regard to failure by Producer to meet said permit requirements. Producer agrees to indemnify and save harmless Owner and R. Richard Hobbs from any fines or other penalties leveled with regard to Producer's negligence to obtain and maintain necessary permits. Production is to proceed and carry out its activities in accordance with and in the spirit of cooperation with local standards regarding noise levels, elevator activity or other activities which impact the Owner's neighborhood.

22. All parties agree and warrant that they enter into this contract in the general spirit of cooperation, understanding and mutual benefit of all involved.

Initial _____

Approved and Accepted:

Representative:

Producer:

By:

By: _____

Date: _____

Date: _____