

BOROUGH OF QUEENSLIFFE - LOCATION AGREEMENT



Between _____ (the "PRODUCER")

Address _____

Ph: _____ Fax _____ ACN _____

and

_____ (the "LOCATION PROVIDER")

Address _____

Ph: _____

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 or interior scenes of property or improvements within the control of the Location Provider in connection with

_____ (the "Subject Matter")

_____ ("the name of the production")

on the date and times set out below.

REPRESENTATION OF THE LOCATION

The Location Provider agrees with the Producer that:

- 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
- all copyright in any images or sounds recorded or made at or of the Location vests 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

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 _____ to _____ am/pm on _____ ("Period")

Should the Producer need to return to the Location for reshooting, or because of weather delays, permission for further access will not be unreasonably withheld provided adequate notice is given to the Location Provider of the date and time the Producer wishes to return.

INDEMNIFICATION & INSURANCE

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

- to be bound by the Application and Permit (if any) and conditions attached to this Agreement (if any);
- to obtain and keep current a public liability policy for at least 10 million dollars;
- 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;
- 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;
- that it conducts the filming entirely at its own risk and releases the Location Provider (in the absence of negligence or willful 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:

- He/she has the authority to enter this Agreement and to grant the rights hereby granted by virtue of the Location being a public place, including road or footpath, and the Location Provider is the public authority in which control of the Location is vested;
- The Location Provider has not and will not grant any rights over the Location which may interfere with the filming to be conducted by the Producer during the period specified in this Agreement.
- All notices and requests under this Agreement shall be given or made only to the Chief Executive Officer of the Location Provider.

FEES

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 \$

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(FOR AND ON BEHALF OF THE PRODUCER)

(Signed) _____

Date: _____

(FOR AND ON BEHALF OF LOCATION PROVIDER)

(Signed) _____

Date: _____

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