

## LOCATION RELEASE

**THIS AGREEMENT**, between [PRODUCER / REP]. (“Producer”) and [NAME] (“Authorized Representative”) constitutes the terms and conditions by which Authorized Representative shall provide and make available the location described below (“Location”) for filming or photographing for the [PROJECT NAME] project (“Production”). In consideration of this Agreement and the mutual promises herein contained, and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

PROJECT NAME:

LOCATION:

SHOOT DATES AND TIMES:

FEE AND PAYMENT TERMS:

1. Authorized Representative permits Producer and its employees, contractors, and invitees to access the Location on the dates and times above and to photograph, film, videotape or otherwise record the exterior and interior of the premises and its contents. Such permissions include the right to bring onto the Location the personnel and equipment necessary for the Production.
2. Authorized Representative grants Producer a non-exclusive, non-revocable, assignable, fully paid-up license to use, re-use, exploit, publish, perform, distribute, reproduce, edit, crop, modify, retouch, or distort the image of the Location, as well as of its name, trademark, logo, signs, and other identifying features, in the work product developed, created, or produced in connection with the Production, including, but not limited to, all photographs, digital files, negatives, images, stories, videos, film, and records (“Images”).
3. Authorized Representative agrees that Producer shall have all right, title and interest in the Images and in any and all results and proceeds from its use or exploitation of the Images. Authorized Representative agrees that Producer may use the Images, either alone or accompanied by other material, in whole or in part, in any and all media now known or hereafter developed, throughout the world, in perpetuity, for advertising, publicity, business, trade or any other lawful purpose whatsoever.
4. Authorized Representative shall not have the right to review or approve the Images prior to their use. Nothing herein will constitute any obligation on Producer’s part to make any use of any of the rights set forth herein.

5. Authorized Representative agrees not to use or distribute the Images for any purpose, including but not limited to commercial, promotional, or archival uses, or to allow any third party to use or distribute the Images.

6. No breach of this Release shall entitle Authorized Representative to terminate or rescind the rights granted to Producer herein. Authorized Representative waives the right, in the event of such breach, to equitable relief or to enjoin, restrain or interfere with the production, distribution, exploitation, exhibition or use of any of the rights granted. Authorized Representative's sole remedy shall be the right to recover money damages with respect to any such breach.

7. Authorized Representative warrants that it has the full power and authority to grant the rights conveyed in this Agreement and that the use of the Location and Images will not violate or infringe upon the rights of any third parties. Authorized Representative further warrants that no other authorization is necessary to enable Producer to use the Location or Images as contemplated herein.

8. Authorized Representative agrees to release, discharge, defend, indemnify and hold harmless Producer, its nominees, affiliates, successors and assigns or others for whom Producer is acting from and against any and all liability caused by, or arising by virtue of, any use of the Location as contemplated herein or Authorized Representative's breach of its warranties herein.

9. This Release expresses the entire understanding between Producer and Authorized Representative. This Agreement may be amended only by written instrument signed by the parties. Authorized Representative acknowledges that the rights granted herein were not induced by any representations or assurances, whether written or oral, by Producer or its representatives. The provisions shall be binding upon the parties and their heirs, executors, administrators and successors. This Agreement shall be construed according to the laws of the State of [NAME OF STATE].

[PRODUCER OR REPRESENTATIVE]

[AUTHORIZED REPRESENTATIVE]

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Authorized Signature

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Authorized Signature

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Name, Title

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Name, Title

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