



FILM FRIENDLY
LOUISVILLE
LOCATION AGREEMENT

SAMPLE FOR EDUCATIONAL USE ONLY / NOT INTENDED AS LEGAL COUNSEL

This location agreement (the “Agreement”), effective as of **TODAY’S DATE** is made by and between **PRODUCTION COMPANY NAME** (“Lessee” or “Producer”) and **LOCATION NAME/ OWNER** (“Lessor”) with respect to the feature length motion picture presently titled “**PRODUCTION NAME**” (the “Picture”).

For good and valuable considerations, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

Premises name: **LOCATION NAME** (the “Premises”)
Premises address: **LOCATION ADDRESS**
Prep/Shoot/Wrap/Hold Date(s): **ANTICIPATED PREP, SHOOT, WRAP, HOLD DATES**

1. Lessor grants to Producer (i) the exclusive use of the Premises, including access to and from the Premises for personnel, catering, parking, and equipment (including storage), in connection with the preparation, rehearsal, filming/photographing and/or recording of the Picture; (ii) the right to erect and maintain temporary sets, props, signs and structures, on the Premises; (iii) the right to photograph the Premises; (iv) the right to recreate the look and feel of the Premises including but not limited to buildings, landscaping, fixtures, furnishings, signs, artwork, and other features at another location or in a digital landscape; (v) the right to modify the Premises and the appearance thereof by means of visual effects or actual modification, provided that in the case of actual modifications the Premises shall be restored to their original condition; and (vi) the right, in Producer’s sole discretion, to use, photograph, film, videotape, record (audio or otherwise), digitally map, and/or otherwise fix or reproduce (collectively, the “Results”) the Premises in connection with the Picture and the production, distribution, exploitation, marketing, sale, exhibition, advertising or promotion of the Picture, other motion pictures, and any and all derivative works, allied, ancillary and/or subsidiary rights thereof, throughout the universe in perpetuity, in any and all media, means, methods or processes, now know or hereafter devised.

2. The “Premises” shall mean the interior and exterior of the premises and appurtenances located at the above address, and any objects (e.g. cars, planes) located there and, without limitation, any artwork, names, characters, likeness, products, trademarks, service-marks, trade-names, trade dress, signs, identifying materials, logos, layout, decorations, copyrighted



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material and/or other material and intellectual property rights related to or located on the Premises.

3. Producer shall indemnify and hold Lessor harmless of and from any claims for property damage or bodily injury directly and solely caused by Producer's activity on the Premises during its actual occupancy thereof. Lessor shall notify Producer of any known defects on the Premises.

4. Producer agrees to leave the Premises in as good order and condition as when received, with the exception of normal wear and tear. Lessor shall notify Producer of any damage to the Premises within ten (10) days from Producer's vacating the Premises and such notification shall contain a detailed list of the claimed damages.

5. Producer may take exclusive possession of the Premises on and for the period indicated under the Date(s) set forth above (subject to change by Producer due to changes in the production schedule or force majeure) and may use, enter and re-enter the Premises until completion of all photographing for which Producer desires to use the Premises (the "Production Period").

6. Lessor grants Producer the right after the Production Period terminates, at mutually agreed-upon dates and times, to re-enter the Premises for the purpose of photographing and/or recording retakes, added scenes, process shots and the like and shall pay the Lessor a prorated sum based on the initial sum and the duration of additional use.

7. If, due to illness of actors, director, producer, director of photography or other essential artists or crew, weather conditions or any other occurrence beyond Producer's control, Producer is prevented from using the Premises during the Production Period, Producer shall have the right to use the Premises at a later date to be mutually agreed upon or, at Producer's option, to suspend and extend the term hereof without further payment to Lessor. Producer shall have the right to cancel this Agreement at any time prior to Producer's use of the Premises. Upon Producer's cancellation of this Agreement, neither Producer nor Lessor shall have any obligations whatsoever under this Agreement, and Lessor shall immediately refund to Producer any and all sums previously paid by Producer.



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8. For all rights granted to Producer and all representations and warranties entered into by Lessor, Producer shall pay Lessor the following as full and final consideration:

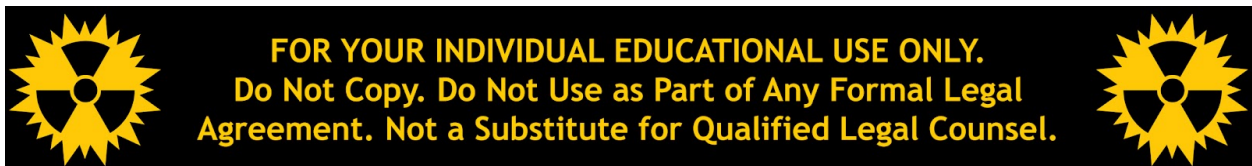
\$ **RATE TBD** per hold day. \$ **RATE TBD** per prep day.
\$ **RATE TBD** per shoot day. \$ **RATE TBD** per wrap day.

9. Lessor represents and warrants that (i) Lessor is the sole owner (or agent) of the Premises and has full legal authorization to act on behalf of the other owner(s); that Lessor is fully authorized to enter into this Agreement and to grant Producer the use of the Premises and all of the rights granted herein; (ii) Lessor shall not interfere or allow (or encourage) interference with Producer's use and enjoyment of the Premises or the rights granted to Producer hereunder; (iii) no other rights, clearances or permissions shall be necessary (including, without limitation, to any tenants of the Lessor) in connection with Producer's use of the Premises; and (iv) the Premises are maintained in compliance with all federal, state and local laws, rules, regulations, codes and ordinances and are free of latent defects or illegal conditions of which Lessor is or should be aware except those of which Lessor has notified Producer.

Lessor shall indemnify and hold Producer harmless from and against any and all loss, cost, liability, damages or claims (including reasonable attorney's fees) of any nature arising from any breach of any warranty made by Lessor of this Agreement.

10. Lessor acknowledges that, as between Lessor and Producer, Producer shall own all right, title and interest, under copyright and otherwise, in and to the Results and the Picture throughout the universe in perpetuity in any and all media now known or hereafter created for all purposes and uses in Producer's sole and absolute discretion, including, without limitation, the use of the Results in connection with the production, distribution, exploitation, marketing, sale, exhibition, advertising or promotion of the Picture and any and all derivative works, allied, ancillary, and/or subsidiary rights thereof. In so far as Lessor has the authority to grant Producer the rights to record and distribute any copyright protected works contained in the Results or the Picture, Lessor grants those rights to Producer to the full extent of Lessor's authority. Nothing in this Agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

11. Lessor shall not make or authorize any photography, advertising or publicity in connection with the Picture or Producer without Producer's prior written consent. Lessor did not compensate Producer in exchange for Producer including the Premises in the Picture. Lessor





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acknowledges that Producer may depict, identify, and/or include the Premises or any elements thereof, in Producer's use of the Proceeds, or decline to do any of the foregoing, as Producer may determine in its sole discretion. Lessor releases and discharges Producer, Producer's assigns, and any of their respective employees, agents, licensees, contractors, or the guests thereof, from any claims for trespass, trespass to chattels, nuisance, libel, defamation, invasion of privacy or right of publicity, infringement of copyright, trademark, trade dress, etc. or any other claim relating to Producer's use of the Premises.

12. Lessor recognizes and confirms that in the event of a failure or omission by Producer, its successors, licensees, or assigns constituting a breach of its obligations under this Agreement, whether or not material, the damage, if any, caused to Lessor is not irreparable or sufficient to entitle Lessor to injunctive or other equitable relief. Consequently, Lessor's rights and remedies shall be limited to the right, if any, to obtain damages at law and Lessor shall not have any right in such event to terminate or rescind this Agreement or any of the rights granted to Producer hereunder or to enjoin or restrain the development, production, advertising, promotion, distribution, exhibition or exploitation of the Picture and/or any of Producer's rights granted pursuant to this Agreement.

13. Producer may freely assign this Agreement and any rights obtained hereunder. Lessor may not assign this Agreement. This Agreement will be binding on and inure to the benefit of Producer's successors and assigns forever. This Agreement contains the entire understanding between the parties hereto with respect to the subject matter hereof and its execution has not been induced by, nor do any of the parties hereto rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof, and any and all prior statements, writings, or agreements with respect to the subject matter hereof are expressly disclaimed by both parties. No amendment or modification hereto or waiver of any right held hereunder shall be valid unless set forth in a writing signed by the party to be bound.

14. Notices may be served by either party hereto on the other by mail or courier, provided that in each case signed delivery confirmation is required. Notices shall be deemed to have been given on the date of delivery thereof as reflected on written confirmation of such delivery. All notices shall be given at the address indicated below or such other address as a party may indicate:



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To Producer:

PRODUCTION COMPANY ADDRESS

To Lessor:

LOCATION CONTACT ADDRESS

15. This Agreement shall be construed and interpreted pursuant to the Laws of the Commonwealth of Kentucky as it applies to contracts entered into and performed wholly within Kentucky. Any dispute or claim arising out of or in connection with any provision of this Agreement will be finally settled by binding arbitration in Birmingham, Alabama in accordance with the rules of the American Arbitration Association by one arbitrator appointed in accordance with said rules. The arbitrator shall apply Kentucky law, without reference to rules of conflicts of law or rules of statutory arbitration, to the resolution of any dispute. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, the parties may apply to any court of competent jurisdiction for preliminary or interim equitable relief, or to compel arbitration in accordance with this paragraph, without breach of this arbitration provision. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. If any provisions of this Agreement are held to be void or unenforceable, all other provisions of this Agreement shall continue in full force and effect.

AGREED TO AND ACCEPTED BY:

PRODUCTION COMPANY NAME
("Lessee" / "Producer")

LOCATION NAME/OWNER
("Lessor")

Signature

Signature

Print Name

Print Name

Title

Title (if applicable)

Date

Date

