



LOCATION AGREEMENT

Set(s) _____

Scene Number(s)

Date of Agreement _____

Project Representative: _____

Project Representative Address:

Project Representative Phone Number _____

TO WHOM IT MAY CONCERN:

1. I, the undersigned owner or agent, whichever is applicable, hereby irrevocably grant to ("Project Representative"), and its agents, employees, contractors and suppliers, the right to enter and remain upon and use the property, both real and personal, located at:

(the "Property"), including without limitation, all interior and exterior areas, buildings and other structures of the Property, and owner's name, logo, trademark, service mark and/or slogan, and any other identifying features associated therewith or which appear in, on or about the Property, for the purpose of photographing (including without limitation by means of motion Project, or videotape photography) said premises, sets and structures and/or recording sound in connection with the production, exhibition, advertising and exploitation of the project tentatively entitled _____ (the "Project").

2. Project Representative may take possession of said premises commencing on the ____ day of _____, 20__, subject to change because of weather conditions or changes in production schedule, and continuing until the completion of all scenes and work required.

3. Charges: As complete and full payment for all of the rights granted to Project Representative hereunder, Project Representative shall pay to Owner the total amount of \$ _____ per day, each day to consist of _____ hours.

All charges are payable on completion of all work completed, unless specifically agreed to the contrary. Project Representative is not obligated to actually use the property or produce a film or include material photographed or recorded hereunder in the Project. Project Representative may at any time elect not to use the Property in which case neither party shall have any obligation hereunder.

4. Project Representative may place all necessary facilities and equipment, including temporary sets, on the Property, and

agrees to remove same after completion of work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on the Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. In connection with the Project, Project Representative may refer to the Property or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Property. Owner irrevocably grants to Project Representative and Project Representative's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Property and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the Project, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing

5. Project Representative agrees to use reasonable care to prevent damage to the Property. The UCF/School of Visual Art and Design has obtained and maintains an insurance policy that covers student film production; however, policy exclusions apply and no representation is made by way of this Location Agreement that the insurance policy will cover any particular situation, circumstance or loss. Applicability of any insurance coverage and exclusions may vary according to particular circumstances and ultimately is determined by the insurance company.

6.. If Owner claims damage or injury, or both, occurred as a result of the activities set forth under this Location Agreement, Owner shall notify the Project Representative in writing within five (5) business days after the occurrence of said damage or injury, which writing shall include a detailed listing of all property damaged and injuries which Owner claim occurred as a result of the activities set forth under this Location Agreement. The Project Representative will then contact the internship coordinator at UCF/School of Visual Art and Design, who will in turn contact the insurance company. Owner shall cooperate fully in the investigation of such claim, and permit any pertinent investigators to inspect the property so claimed to be damaged.

7. All rights of every nature whatsoever in and to all still Projects, motion Projects, videotapes, photographs and sound recordings made hereunder, shall be owned by Project Representative and its successors, assigns and licensees, and neither Owner nor any tenant, or other party now or hereafter having an interest in said property, shall have any right of action against Project Representative or any other party arising out of any use of said still Projects, motion Projects, videotapes, photographs and or sound recordings, whether or not such use is or may claimed to be, defamatory, untrue or censurable in nature. In addition, neither Owner nor any tenant, nor any other party now or hereafter having an interest in the Property, shall have any right of action, including, but not limited to, those based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights granted by Owner to Project Representative. . In no event shall Owner have the right to enjoin the development, production, distribution or exploitation of the Project.

8. Force Majeure: If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Project Representative's control, Project Representative is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Project Representative, then Project Representative shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 2, and any such use shall be included in the compensation paid pursuant to Paragraph 3 above.

9. At any time within six (6) months from the date Project Representative completes its use of the Property hereunder, Project Representative may, upon not less than five (5) days prior written notice to Owner, reenter and use the Property for such period as may be reasonable necessary for photograph retakes, added scenes, etc. desired by Project Representative upon the same terms and conditions as contained in this Location Agreement.

10. This Location Agreement shall be governed by the laws of the State of Florida. Venue for any action arising hereunder shall be in Orlando, Florida.

11. Owner represents and warrants that he/she is the owner and/or authorized representative of the Property, and that Owner has the authority to grant Project Representative the permission and rights granted in this Location Agreement, and that no one else's permission is required.

If any question arises regarding Owner's authority to grant the permission and rights granted in this Location Agreement, Owner agrees to indemnify Project Representative and assume responsibility for any loss and liability incurred as a result of its breach of the representation of authority contained in this paragraph, including reasonable attorneys' fees.

AGREED AND ACCEPTED:

Date: _____

Production Company (if applicable): _____

Project Representative Name: (Please print): _____

Project Representative Signature:: _____

Property Owner Name: : _____

Property Owner Signature:: _____