

# LOCATION AGREEMENT

This agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ (“Your Production Company”) and Jeff Danoff and or Russell Solberg (“Grantor”).

- 1. IDENTITY OF FILMING LOCATION:** Grantor hereby agrees to permit this Production Company to use the property located at 3810 E. Ave V, Palmdale, California. 93552-6521 (“Property”) in connection with the film or photo shoot currently entitled

\_\_\_\_\_ (“The Project”) for rehearsing, photographing, filming and recording scenes and sounds for the Project. The Production Company and its licensees, sponsors, assigns and successors may exhibit, advertise and promote the Project or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in all countries of the world and in perpetuity.

- 2. RIGHT OF ACCESS:** Production Company shall have the right to bring personnel and equipment (including props and temporary sets) onto the Property and to remove same after completion of its use of the Property hereunder. Production Company shall have the right but not the obligation to photograph, film and use in the Project the actual name, if any, connected with the Property or to use any other name for the Property. If Production Company depicts the interior(s) of any structures located on the Property, Grantor agrees that Production Company shall not be required to depict such interior(s) in any particular manner in the Project.

- 3. TIME OF ACCESS:** The permission granted hereunder shall be for the period commencing on or about \_\_\_\_\_ and continuing until \_\_\_\_\_. This period may be extended by the Production Company if there are changes in the production schedule or delays due to weather conditions and are agreed upon by Grantor. The within permission shall also apply to future retakes and/or any added scenes needed to complete project.

- 4. PAYMENT:** For each day the Production Company uses the location, it shall pay Grantor the sum of \$ \_\_\_\_\_ in consideration for the foregoing.

- 4.1** Should the Production Company need to access or enter the Property prior to the Filming Date for scouting/rehearsals or similar purposes, Grantor shall, for an additional fee of \$ \_\_\_\_\_, take reasonable measures to make the Property available to the said Production Company, provided that the Production Company contacts Grantor at least 48 hours prior to entry of property.

- 5. ALTERATIONS TO LOCATION:** Production Company agrees that (with Grantor’s permission) if it becomes necessary to change, alter or rearrange any equipment, props, animals, structures, etc. on the Property belonging to Grantor. The Production Company shall return and restore said equipment and or land and or structures and such to its original place and or said condition, or repair or replace it if necessary. The Production Company agrees to indemnify and hold harmless Grantor from and against any and all liabilities, damages and claims of third parties arising from Production Company use hereunder of the Property (unless such liabilities, damages or claims arise from breach of Grantor’s

warranty as set forth in immediately following sentence) (and from any physical damage to the Property proximately caused by the Production Company, or any of its representatives, employees, or agents). Grantor warrants that it has the right and authority to enter this Agreement and to grant the rights granted by it herein. Grantor agrees to indemnify and hold harmless the Production Company from and against any and all claims relating to breach of its aforesaid warranty.

6. **NO KICKBACKS FOR USE:** Grantor affirms that neither it nor anyone acting for it gave agreed to give anything of value to any member of the production staff, anyone associated with the Project, or any representative of the Production Company, or any television station or network for mentioning or displaying the name of Grantor as a shooting location on the Property (except the use of the Property, which was furnished for use solely on or in connection with the Project.
7. **PRODUCTION COMPANY'S OBLIGATIONS:** The Production Company shall provide all information requested in Exhibit A attached hereto.
  - 7.2 Production Company shall submit to Grantor a list of all personnel, equipment and temporary sets which the Production Company wishes to bring on to the Property, no less than \_\_\_\_ days prior to the Filming Dates. Unless, expressly authorized by Grantor, Production Company may only bring the personnel, equipment, and sets specified in this list (which shall be attached hereto as Exhibit C), to be provided to Grantor by the Production Company.
  - 7.3 The Production Company will take all necessary steps to prevent any damage to the said Property and any of its buildings, structures, furnishings, or animals. The Production Company will also clean up and/or repair any damage caused as a result of the Production Company's exercise of any of the rights granted in this Agreement. The Production Company shall perform all obligations under this section 7.3 to the Grantors complete satisfaction.
  - 7.4 The Production Company shall, at least \_\_\_\_ days prior to the Filming Date, deliver to Grantor certificates of insurance which comply with all of the terms specified in Exhibit B attached hereto.
  - 7.5 The Production Company and all of its agents, employees and affiliates shall park their vehicles only in the specified parking locations specified by the Grantor.
8. **BILLING CREDIT:** The Grantor acknowledges that any identification of the Property which the Production Company may furnish shall be at the Production Company's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Project.
9. **RELEASE:** Grantor releases and discharges the said Production Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of actions the Grantor may now have or may from now on have for libel, defamation, invasion of privacy or right of publicity, infringement

of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein.

The undersigned represents that he/she is empowered to execute this Agreement for the Grantor.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures:

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Production Company

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Signed By & Dated:

**Jeff Danoff or Russell Solberg @ 3810 E. Ave V, Palmdale CA. 93552**

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Grantor

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Signed By & Dated:

EXHIBIT A: PRODUCTION INFORMATION

Production Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

Cell Phone#: \_\_\_\_\_ Email Address: \_\_\_\_\_

Name and brief description of production: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Name of producer or contact on-site: \_\_\_\_\_

Office Phone#: \_\_\_\_\_ Fax#: \_\_\_\_\_

Cell Phone#: \_\_\_\_\_ Email Address: \_\_\_\_\_

Filming Dates:

Date	Day	Hours
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Film: \_\_\_\_ Video: \_\_\_\_ Photography: \_\_\_\_ Sound: \_\_\_\_ Rehearsal: \_\_\_\_

Location(s)/set(s) requested for use: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Arrival & set up time(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Breakdown & departure time(s): \_\_\_\_\_

\_\_\_\_\_

## EXHIBIT B: INSURANCE REQUIREMENTS

Outlined below are the insurance requirements that the Production Company must provide in order to be granted permission to film or shoot on any portion of the said "Property" at 3810 E. Avenue V, Palmdale, California. 93552-6521.

The Production Company requesting to film or shoot at this Property shall provide Jeff Danoff and Russell Solberg with a certificate of insurance and requested endorsements as evidence of the existence of insurance coverage as outlined below. All such policies must be issued by insurers satisfactory to Jeff Danoff and Russell Solberg and they both must be named on the policy by endorsement as an additional insured. Primary and non-contributing wording and a Waiver of Subrogation endorsement are required.

Commercial General Liability Insurance (Occurrence Form) including Products/Completed Operations and Broad Form Contractual Liability. The limits of liability shall not be less than \$1,000,000 per occurrence / aggregate, which may be achieved with primary and umbrella policies. At the minimum, the primary policy must be as follows:

\$2,000,000	General Aggregate
\$2,000,000	Products / Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Per Occurrence
\$100,000	Premises or Fire Damage
\$5,000	Medical Expenses

Automobile (owned, non-owned and hired) Liability Bodily Injury & Property Damage Combined Single Limit  
\$1,000,000 each occurrence Combined Single Limit

### Workers Compensation

Statutory Limits  
Employers Liability \$1 million each accident  
\$1 million policy limit for bodily injury by disease  
\$1 million each employee for bodily injury by disease  
Waiver of Subrogation in favor of Jeff Danoff and Russell Solberg  
Under the Workers Compensation policy is required.

The Commercial General Liability insurance shall insure against loss, liability and damages arising from claims relating to Production Company's use of occupancy of the premises, and conditions thereon or any actual or alleged acts or omissions of Grantor or Production Company's employees, subcontractors, guests, invitees, licensees, agents, or any other persons on or about the premises during the term of Production Company's Agreement and during Production Company's time spent on the premises.

