

LOCATION AGREEMENT

Dear,

You have advised the undersigned that you are producing a motion picture titled _____ . In consideration of your payment to the undersigned for the sum of \$ _____, _____ you and the undersigned hereby agree as follows:

1. The undersigned hereby irrevocably grants you and your agents, employees, licensees, successors & assigns:
 - (a) The right to enter and remain upon the property, which shall include not only real property but any fixtures, equipment or other personal property thereat or thereon, located at _____, with personnel and equipment (including without limitations, props, temporary sets, lighting, camera and special effects equipment) for the purpose of photographing scenes and making recordings of said Property in connection with the production of the Picture on the following date(s): Prep: _____; Shoot: _____; Strike: _____. If the weather or other conditions are not favorable for such purpose on such date(s), the date(s) shall be postponed to _____.
 - (b) The right to take motion pictures, videotapes, still photographs and/or sound recordings on and of any and all portions of the Property and all names associated there with or which appear in, on or about the Property.
 - (c) All rights of every nature whatsoever in and to all films and photographs taken and recordings made hereunder, including without limitation of all copyrights therein and renewals and extensions thereof, and the exclusive right to reproduce, exhibit, distribute, and otherwise exploit in perpetuity throughout the universe (in whole or in part) such films, photographs and recordings in any and all media, whether now known or hereafter devised, including without limitation in and in connection with the Picture and the advertising and other exploitation thereof.
2. You agree to indemnify and to hold the undersigned harmless from and against all liability or loss which the undersigned may suffer or incur by reason of any injury to or death of any person, or damage to any property (ordinary wear and tear expected), directly caused by any of your agents or employees when present on the Property or by reason of the use by any of your agents or employees or any equipment brought by them on to the Property.
3. The undersigned warrants and represents (as a condition to the payment of the compensation referred to above), that the undersigned has the full right and authority to enter into this agreement and grant the rights herein granted, and that the consent or

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permission of no other person, firm, or entity is necessary in order to enable you to exercise or enjoy the rights herein granted.

4. The undersigned hereby releases you from, and covenants not to sue you for, any claim or cause of action, whether known or unknown, for defamation, invasion of privacy, right of publicity or any similar matter, or any other claim or cause of action, based upon or relating to the exercise of any of the rights referred to in Paragraph 1 hereof; provided, however, that the foregoing shall not affect your obligations to indemnify the undersigned pursuant to Paragraph 2 hereof.
5. The undersigned further warrants neither he/she or anyone acting for him/her, gave or agreed to give anything of value, except for use of the Property, to anyone at *Marathon Films* or anyone associated with the production for using the Property as a shooting location.
6. This agreement shall insure to benefit of and shall be binding upon your and our respective successors, licensees, assigns, heirs and personal representatives. You shall not be obligated actually to exercise any of the rights granted to you hereunder; it being understood that your obligations shall be fully satisfied hereunder by payment of the compensation referred to above. The agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties.

Very truly yours,

ACCEPTED & AGREED TO:

(Signature)

By _____

(Please print name) _____

(Title) _____

(Address) _____

(Phone Number) _____

(Business Phone) _____

(Fed. ID# or SS#) _____

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