

## Location Agreement

I, \_\_\_\_\_, (hereinafter referred to as "The Owner"), hereby agree with \_\_\_\_\_ and its representatives, located at \_\_\_\_\_, (hereinafter referred to as "The Producer") to the following:

1. To give the Producer permission to pictorially represent the property located at \_\_\_\_\_ (hereinafter referred to as "The Property") for the purpose of filming scenes for the TV commercial for \_\_\_\_\_ (hereinafter referred to as "The TVC"). Use of The Property includes permission to park vehicles at or near the premises, to bring personnel, equipment and props onto The Property and to remove the same and all rubbish after completion of work.
2. Access is granted for the filming crew for a period between \_\_:\_\_ and \_\_:\_\_ on \_\_\_\_\_ 2005.
3. The Producer's remuneration (hereinafter referred to as "The Location Fee") to The Owner is \_\_\_\_\_ Dollars (AU\$\_\_\_\_\_) for access as stipulated above. This includes time required for the construction / removal of sets. The Location Fee will be payable in full to The Owner, prior to initial access. Should the Producer need to return to the Property for re-shooting, permission for further access will not be unreasonably withheld at an equivalent daily rate.
4. In the event that the Producer is unable to use The Property for any reason whatsoever, the Location Fee will not be payable.
5. The Producer agrees to indemnify and hold The Owner harmless against and from any and all liability and loss, which The Owner may suffer by reason of any accidents or other damage to the location or bodily injury including death, caused by the negligence of any of its employees on or about The Location.
6. The Owner agrees to notify The Producer in writing within seven (7) days of completion of The Producer's use of The Property of any damage claimed to arise from The Producer's use of The Property and to allow The Producer and its representatives access to The Property to assess and (where appropriate) rectify any such damage. Failure by The Owner to notify The Producer in accordance with this paragraph shall relieve The Producer of all responsibility in respect of damage arising from the use of The Property.
7. The Producer warrants to effect Public Liability and Damage Insurance for a sum no less than (AU\$20 000 000.00) twenty million Australian Dollars.
8. The Producer shall have the right to represent the Property in the TVC under any name (whether real or fictional) and in any manner. The Owner hereby expressly disclaims any right, title or interest in the TVC, including all copyright therein and acknowledges that the Producer has unfettered right (without payment of any further fee) to exhibit and licence others to exhibit and to otherwise exploit all media throughout the world all or any part of the TVC photographed or recorded at the property.
9. Except as specified above the Owner shall have no right of action against the Producer (including the licensees or assignees) arising out of any use of the Property (including any pictorial representation) whether or not such use is claimed to be defamatory.
10. The Owner will supply to the Producer a tax invoice and Australian Business Number or a letter of exemption prior to the shoot for the purpose of receiving payment.
11. The Owner warrants that the permission of no other person, firm or corporation is or will be necessary in order to enable The Producer to exercise and enjoy fully the rights and benefits granted in this Agreement and that the Owner agrees to indemnify and hold harmless the Producer against and from any and all loss and damage (including expenses not limited to legal fees) arising out of, or in connection with a breach of this warranty.

12. Subject to the Producer remaining liable for its obligations under this Agreement, the Producer may assign the benefits of this Agreement in the whole or in part.

Signed:.....

Signed :.....

Name :.....

Name :.....

For and on behalf of the Owner

For and on behalf of the Producer

DATE: .....

DATE: .....

Witness:.....

Witness:.....

Name:.....

Name:.....