

LOCATION RELEASE

Owner hereby grants to _____ (“Producer”) and its respective parents, subsidiaries, and affiliates, licensees, successors and assigns, for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and contents thereof and the appurtenances thereto located at _____ (the “Property”) for the purpose of photographing and recording certain scenes in connection with a program tentatively titled _____ (the “Program”) during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefore.

Owner further grants to Producer the right to photograph, record, reproduce or otherwise use the Owner’s products and any related names, trademarks, servicemarks, tradenames, logos, copyrighted material and/or other materials (collectively the “Products”) in and in connection with the production, exhibition, exploitation and promotion of the Program and/or otherwise.

All physical embodiments of filming, recording and photography on the Property and of the Products shall be known as the Materials.

Producer may place all necessary facilities and equipment on the Property and agrees to remove the same after completion of work and leave the Property in as good a condition as when received.

Producer shall use reasonable care to prevent damage to the Property, and will indemnify and hold Owner and all other parties lawfully in possession of said Property, and will hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer’s part in connection with Producer’s use of the Property.

Owner grants to Producer all rights of every kind in and to the Materials, including without limitation the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, for any purpose in connection with the Program, Producer or otherwise, and for advertising and promotional purposes in connection therewith, and all rights, including copyright in the Materials shall be and remain vested in the Producer, and neither the Owner, nor any tenant or other party now or hereafter having an interest in the Property or the Products, shall have any right of action against Producer or any other party arising out of any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

Owner represents to the best of its knowledge that the consent of no other person, firm, corporation or labor organization is required to enable Producer to use the Materials as described herein and that such use will not violate or infringe on the trademark, tradename, copyright, artistic and/or other rights of any third parties. The undersigned agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

Owner acknowledges that Producer is acting in express reliance upon the foregoing.

Owner understands that Producer is not obligated to use the Materials or to produce the Program or to include any of the Property or Products in the Program.

AGREED AND ACCEPTED:
OWNER

Date: _____, 200_

By:
Its: