



New Jersey Motion Picture & Television Commission
SAMPLE LOCATION AGREEMENT

This Agreement is made between _____ ("Producer") and _____ ("Owner")
as of _____, 20__.

1. PERMISSION: Owner hereby irrevocably grants to Producer (and its successors, assigns, licensees, employees, agents, independent contractors and suppliers, all of whom are included in the term "Producer" for purposes of entry upon and use of the Property) permission to enter upon, photograph, record and use the Property (either accurately, simulated, in combination with other sets and/or locations and/or otherwise) for the periods set forth in Paragraph 4 below, and to bring all necessary personnel, equipment and temporary sets onto the Property, for the purpose of making still and motion pictures and sound recordings of, on and/or about the Property.

2. PROPERTY: Property means that certain real property located at and described as follows:

(including, without limitation, all interior and exterior areas of the Property, certain personal property (furniture and fixtures, as agreed upon by Producer and Owner) located in, on and/or about the Property, and Owner's name, logo, trademark or slogan, as depicted in, on, and/or about the Property).

3. SCOPE OF USE: Producer shall have the right to use the electricity, gas, water and other utilities on the Property at Producer's expense. Producer shall have the right during the periods set forth in Paragraph 4 below to use any or all of the Property as follows:

4. DATES: The Property shall be available for use by Producer commencing approximately _____, 20__ and continuing until approximately _____, 20__, inclusive. If Producer requires use of the property prior or subsequent to the foregoing dates, then Producer may so use the Property subject only to the payment of additional fees computed on a prorata basis with respect to the sums payable pursuant to Paragraph 5 below.

5. FEES: As complete and full payment for all of the rights granted to Producer hereunder, Producer shall pay to Owner the total amount of \$_____, payable (a) \$_____, upon the signature of this Agreement by the parties and (b) \$_____, upon the commencement of photography on the Property. No fees shall be payable for any day unless the Property is actually used by Producer.

6. FACILITIES: Producer agrees to remove all equipment and temporary sets after completion of its use of the Property and to leave the Property in as good condition as when entered upon by Producer, reasonable wear and tear excepted. Signs on the Property may be removed or changed, but if removed or changed such signs shall be replaced. Producer will use reasonable care to prevent damage to the Property and will indemnify Owner from any damages and/or losses arising out of personal injuries or property damage resulting from any act of negligence by Producer in connection with use of the Property by Producer. Producer agrees to maintain liability and property damage insurance covering the use of the Property by Producer in customary and adequate levels. Owner agrees to maintain liability and property damage insurance covering the Property in customary and adequate levels.

7. 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 Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Producer, Producer 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 4, without payment of additional fees to Owner.

8. RIGHTS: All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Property by Producer shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures ad Producer shall elect, and in and in connection with advertising, publicizing, exhibiting and exploiting such motion pictures in any manner whatsoever and at any time in any part of the universe. Neither Owner nor any other party now or hereafter claiming an interest in the Property and/or interest through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or sound recordings, whether or not such use is or is claimed to be defamatory, untrue or censorable in nature.

9. USAGE: Producer is not obligated actually to use the Property or to include any of said photography and/or said sound recordings in any motion picture. Owner may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Property. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for damages, if any, and Owner may not enjoin, restrain or interfere with use of the Property as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and/or said sound recordings or any of Producer's rights hereunder. Owner acknowledges and agrees that the Property is a primary location for use by Producer as part of the photography of a motion picture, and that any interference with use thereof by Producer shall cause Producer substantial monetary and other damage that cannot be adequately compensated in an action at law for damages. Accordingly, without limiting any other right or remedy of Producer, Owner agrees that Producer shall be entitled to injunctive and other equitable relief to prevent any interference with use of the Property by Producer hereunder.

10. OWNER'S WARRANTIES: Owner represents, warrants that:(1) Owner is the sole and exclusive legal owner of the Property and has the full right, power and authority to grant Producer the rights granted to Producer hereunder; (b) Owner will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; and (c) Owner will pay all taxes and timely do all other acts as are required to maintain the Property in useable condition for all uses by Producer contemplated hereunder. Owner agrees to indemnify and hold Producer harmless from and against any and all claims, demands, liabilities and expenses (including, without limitation, reasonable attorneys fees and costs) arising from or in connection with any breach of any of Owner's representations, warranties or agreements set forth herein.

11. MISCELLANEOUS: This Agreement is the entire agreement of the parties with respect to the subject matter hereof and cannot be modified or cancelled except by written instrument signed by both parties. This Agreement shall be interpreted in accordance with the laws of the State of California pertaining to agreements made and performed in California and the courts located in Los Angeles County California shall have the jurisdiction over all disputes hereunder. Owner acknowledges that it has not entered into this Agreement in reliance upon any representation (written or oral, express or implied) of Producer not contained herein. Owner agrees that Producer may assign this Agreement and its rights hereunder to any third party. This Agreement shall inure to the benefit of and be binding upon the parties' respective successors, licensees and assigns. Paragraph headings are for convenience only and are of no legal force or effect whatsoever.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

By _____

By _____

For _____

(PRODUCER)

Address: _____

Address: _____

The undersigned has inspected the premises after completion of use thereof in accordance with the foregoing grant, and the undersigned hereby acknowledges and agrees that said premises have been satisfactorily restored to their prior condition in accordance with the above agreement.

(signed)

11-21-22