



ASSOCIATION OF
INDEPENDENT
COMMERCIAL
PRODUCERS, INC.

LOCATION RELEASE

This Location Release (the “Agreement”) is made this __ day of _____, 20__ (the “Effective Date”). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [GRANTOR] , with an address at [ADDRESS] (“Grantor”) hereby grants to [PRODUCTION COMPANY], with an address at [ADDRESS] (the “Company”) and its successors, licensees, assignees and such other parties as the Company may designate, the following rights for use in connection with an audiovisual work tentatively entitled _____ (the “Work”):

For good and valuable consideration, Grantor grants to Company the exclusive right from [DATE] to [DATE] to enter upon, utilize, photograph and record the real property located at [PROPERTY ADDRESS, CITY, STATE, ZIP] (the “Property”), including without limitation the right to bring onto the Property such personnel, materials, vehicles and equipment, and to erect and construct sets and props, and conduct such activities as the Company deems necessary in connection with the Work, and the right to exhibit any and all scenes photographed or recorded at the Property, including without limitation using and/or reproducing the actual name, signs, logos, trademarks and other identifying features thereof and/or without regard to the actual appearance or name of the Property or any parts thereof in connection with the Work. Company personnel may, after the Effective Date, enter, photograph or otherwise inspect the Property to plan and set up for the Work without charge at reasonable times and with reasonable notice to Grantor. The parties expressly agree that the term of Company’s exclusive access to the Property shall be subject to modification due to weather conditions, changes in production schedules and/or any other reasonable commercial need requiring such a change, and that Company shall be afforded a reasonable right of re-entry to the Property for reasons related to the production of the Work.

Except for the grant of physical access to the Property, the rights granted herein (the “Rights”) are granted forever and throughout the universe and no compensation other than the fees set forth in Schedule A hereto will be payable to Grantor at any time in connection therewith. Grantor will have no right of consultation or approval in connection with the Rights or the subject matter of the rights granted herein (the “Matter”). Company will own all right, title and interest, including without limitation copyright rights, in and to the Work in any and all media now or hereafter known or devised throughout the universe in perpetuity, to be used and disposed of without limitation as Company will in its sole discretion determine.

Grantor represents and warrants that he, she or it is the owner of all right, title and interest to the Property, and that Grantor has the full right and authority to enter into this Agreement and no approvals and/or licenses are necessary from any other party to grant Company’s use of the Property as granted herein. Grantor’s grant of the Rights will not conflict with or violate any commitment, Agreement or understanding Grantor has or will have to or with, nor infringe upon any right of, any person or entity. Grantor shall at all times defend, indemnify and hold harmless Company, its parent, subsidiary and affiliate organizations, and their employees, agents, successors and assigns from and against any and all claims, actions, damages and losses, liabilities and expenses, including reasonable attorneys’ fees, arising out of or caused by the breach of any of the representations, warranties, undertakings and agreements made by Grantor hereunder.

Company shall leave the Property in substantially the same condition as when received by Company, excepting reasonable wear and tear. Company shall at all times defend, indemnify and hold harmless Grantor, and Grantor’s successors and assigns from and against any and all claims, actions, damages and losses, liabilities and expenses, including reasonable attorneys’ fees, arising out of or caused by the breach of any of the representations, warranties, undertakings and Agreements made by Company hereunder, including without limitation indemnifying and holding Grantor harmless from damage to the Property and property located thereon and for physical personal injury occurring on the Property during the Term, and from any liability and loss which Grantor may incur by reason of any accidents, injuries, death or other damage to the Property directly caused by Company’s negligence in connection with its use of the Property; provided that such claims do not arise out of Grantor’s gross negligence, willful misconduct or contractual breach.

Company may assign this Agreement and any or all of its rights and obligations to any party or entity.

This Agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as applicable.

Grantor's sole remedy for a breach of this Agreement by Company is an action at law for money damages, and Grantor shall not have the right to enjoin, restrain or otherwise interfere with the distribution or other exploitation of the Work or its advertising or publicity. No casual or inadvertent failure by Company to comply with the provisions of this Agreement (other than any provision requiring payment of money) shall constitute a breach, provided however that upon receipt of written notice by Company, Company shall use commercially reasonable efforts to cure such failure.

The persons signing this Agreement on behalf of Grantor and Company respectively represent and warrant that they have been granted all necessary right and authority to sign on behalf of their respective parties and to so bind that party to this Agreement.

This Agreement embodies the entire understanding, written or oral, in effect between the parties relating to the subject matter hereof and supersedes any Agreement, written or oral, that may currently exist between Company and Grantor. This Agreement can be modified only by a written instrument signed by both parties. This Agreement shall be construed and interpreted according to the laws of the State of _____. All disputes arising out of this Agreement shall be resolved and adjudicated exclusively in the Federal and State courts located in _____, _____, and each of the parties hereto hereby irrevocably submits to the exclusive jurisdiction and venue of said courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GRANTOR:

[name]

COMPANY:

[name]

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE A

Compensation

Release Fee: _____

Extension Fee: _____