

EXAMPLE ONLY

FILM LOCATION RELEASE

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THIS IS AN AGREEMENT BETWEEN:

[NAME, ABN, ACN or ARBN, if applicable] of [ADDRESS, TELEPHONE, FAX]

(Producer)

AND

[NAME, ABN, ACN or ARBN, if applicable] of [ADDRESS, TELEPHONE, FAX]

(Owner/Occupier)

THE PARTIES AGREE AS FOLLOWS:

1. Permission and release

1.1. In consideration of the sum of \$1.00/[OTHER AMOUNT] paid by the Producer to the Owner/Occupier, the Owner/Occupier irrevocably permits the Producer to use the property described in the Schedule (Location) for the purpose of rehearsing, photographing, filming and recording interior/exterior/interior and exterior scenes in connection with the film provisionally titled "[TITLE]" (Film) and related purposes, and to incorporate the Location into the Film, on the terms of this release.

1.2. The Owner/Occupier acknowledges receipt of the payment under clause 1.1 by signing this release.

1.3. The Owner/Occupier acknowledges and agrees that the Film, and any part of the Film, incorporating the Location may be copied, exhibited, communicated, advertised, promoted and otherwise used in perpetuity throughout the world and in all media now known or yet to be invented.

1.4. The Owner/Occupier releases the Producer from any claims or proceedings that the Owner/Occupier may otherwise have or bring in connection with the incorporation (or exclusion) of the Location in the Film.

2. Goods and Services Tax

2.1. The parties agree that all amounts payable under this agreement are exclusive of Goods and Services Tax (GST).

2.2. If a party is liable to pay GST in respect of any good or service supplied under this agreement, that party will invoice the other party for the GST amount payable for the good or service and will ensure that the invoice is a GST compliant invoice.

2.3. The party who receives the GST compliant invoice must pay the amount of GST invoiced at the same time as the amount payable under this agreement.

3. Access to the Location

3.1. Subject to clause 3.2, the Producer may exclusively access the Location on the dates specified in the Schedule or at any other dates and times agreed to by the parties in writing (Period).

3.2. If work at the Location during the Period is delayed or not completed for any reason, the Producer may extend the Period, or return to the Location after the Period, with the Owner's/Occupier's prior written consent. That consent should not be unreasonably withheld.

4. Producer's rights and responsibilities

4.1. The Producer may:

(a) bring onto the Location any people and cameras, lights and other equipment that the Producer requires in connection with the Film;

(b) photograph, film and use the actual name or any fictitious name for the Location in the Film, and use that name as part of the title of the Film and in publicity for the Film; and

(c) depict the interiors/exterior/interiors and exterior of the Location in any way the Producer sees fit.

4.2. The Producer must:

(a) take reasonable care to prevent damage to the Location;

(b) leave the Location in the condition it was in when it was made available to the Producer at the start of the Period, except for fair wear and tear;

(c) hold appropriate public liability insurance in relation to the Producer's use of the Location under this agreement; and

(d) subject to the terms of the insurance referred to in clause 4.2.c, unconditionally indemnify and keep indemnified the Owner/Occupier against all losses, liabilities, costs and expenses (including reasonable legal expenses as between solicitor and client) incurred by the Owner/Occupier to any other person arising as a result of or in relation to the Producer's negligence, omission or default, except to the extent that such losses have resulted from the Owner's/Occupier's negligence, omission or default.

5. Owner's/Occupier's acknowledgements

5.1. The Owner/Occupier acknowledges and agrees that:

(a) without limitation, the Producer owns all intellectual property rights, including copyright, in all photographs, cinematograph films and sound recordings made at or about the Location;

(b) the Producer is not obliged to use any photograph, cinematograph film or sound recording made at or about the Location; and

(c) without limitation, the Producer is not liable for any loss of business, loss of use or loss of profits incurred by the Owner/Occupier arising out of or in relation to the Producer's use of the Location under this agreement.

6. Owner's/Occupier's representations, warranties and indemnity

6.1. The Owner/Occupier represents and warrants that:

(a) the Owner/Occupier has the right, power and capacity to enter into this agreement, and to grant the rights granted to the Producer under this agreement; and

(b) the use of the Location according to this agreement does not and will not infringe the rights of any other person or organisation.

6.2. The Owner/Occupier must unconditionally indemnify and keep indemnified the Producer against all losses, liabilities, costs and expenses (including reasonable costs as between solicitor and client) that the Producer incurs as a result of or in relation to a breach of any of the Owner's/Occupier's representations or warranties under clause 6.1.

7. Disputes

7.1. If a dispute or disagreement (Dispute) arises between the parties in connection with this agreement:

(a) one party must notify [each/the] other party in writing about the Dispute (Notice of Dispute); and

(b) [neither/no] party may start any litigation or arbitration in relation to the Dispute until the parties have complied with this clause.

7.2. The parties should meet within 14 calendar days after receipt of the Notice of Dispute and hold good faith discussions to attempt to resolve the Dispute.

7.3. If the Dispute is not resolved within 28 calendar days after receipt of the Notice of Dispute, the parties agree to submit the Dispute to mediation according to the Arts Law Centre Mediation guidelines current at that time (Guidelines). These Guidelines are part of this agreement.

7.4. If the parties are not able to agree to a mediator, the Arts Law Centre must appoint a mediator.

7.5. The parties must continue to perform their respective obligations under this agreement despite the existence of a Dispute.

8. General provisions

8.1. The parties acknowledge that the Producer is an independent contractor and that nothing in this agreement creates any relationship of partnership or employment between the parties.

8.2. A notice required to be given under this agreement may be delivered by hand, or sent by pre-paid post or fax to the address of the party indicated at the top of this agreement. Notices are taken to have been served when received, or within 2 business days of having been sent, whichever occurs first.

8.3. Neither party may assign, subcontract, novate or otherwise divest this agreement or any of the rights or obligations under this agreement without the other party's prior written consent. This consent must not be unreasonably withheld.

8.4. Subject to clause 8.6, this agreement contains the entire agreement of the parties regarding its subject matter. Any previous understanding, agreement, representation or warranty relating to that subject matter is replaced by this agreement and has no further effect.

8.5. Nothing in this agreement transfers or excludes any applicable cultural rights in favour of Australian Indigenous people that may be implemented under Australian law.

8.6. This agreement may only be modified by a written amendment signed by the parties.

8.7. Invalidity of any clause of this agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.

8.8. This agreement is governed by the law in force in **[STATE OR TERRITORY OF RESIDENCE OF THE PRODUCER]**. The parties submit to the jurisdiction of the courts of that State and any court competent to hear appeals from those courts.

EXECUTED AS AN AGREEMENT

Signed by the Owner/Occupier :

Signature: _____

Name (PRINT): _____

Date: _____

Signed by the Producer:

Signature: _____

Name (PRINT): _____

Date: _____