

LOCATION CONTRACT

1. The undersigned owner or agent of the owner (the "Owner") hereby grants to _____ (the "Production Company") the exclusive right to use to occupy the premises generally described as follows:

(the "Premises")

for the purpose of the preparation and production of the motion picture or film presently entitled " _____ " (the "Production")

The rights herein granted include the rights of access to and egress from the Premises for the Production Company's officers, directors, employees, suppliers, contractors, agents, representatives and equipment, for the purpose of erecting, maintaining and dismantling temporary motion picture sets and structures, photographing and/or filming the Premises, sets and structures and/or recording sound for such scenes as the Production Company may desire.

2. The Owner warrants that the Owner is the owner or the agent for the owner of the Premises, that the Owner is fully authorized to enter into this agreement and has the right to grant the Production Company the use and occupancy of the Premises and each and all the rights herein granted.

3. The Production Company may take possession of the Premises on or about April ____, 2000 and may continue in possession until the completion of all photographing and recording for which the Production Company may desire the use of the Premises, estimated to require about _____ days of shooting, about _____ days of preparation and/or restoration and about _____ days of hold/flex time. If the weather or other conditions are not favorable for the production of the Picture on such date(s), the date(s) shall be postponed to _____. The Production Company's possession of the Premises during such period shall be exclusive or as follows: _____

4. The Production Company agrees to pay for the use of the Premises the all inclusive sum of \$ _____ Such amount shall be payable on completion of the Production Company's use hereunder or as follows: _____

5. The Production Company may at any time elect not to use the Premises by giving the Owner written notice of such election, in which case neither party shall have any further obligation hereunder except that any amount prepaid to the Owner for use of the Premises shall be refunded to the Production Company immediately upon the request of the Production Company.

6. In the event the Production Company desires to photograph retakes or added scenes, the Production Company may re-enter upon and use the Premises for such period as may be reasonably necessary therefore, commencing at any time within six (6) months after completion of principal photography of the Picture, to be determined in consultation with the Owner, and in such event the following rate of payment shall apply: _____

7. The Production Company shall leave the Premises in as good condition as when the Production Company took possession of them; and the Production Company shall have the right to remove all of the Production Company's sets, structures, and other material and equipment from the Premises. The Premises shall be deemed returned in a satisfactory condition unless the Owner otherwise notifies the Production Company in writing within seven (7) days after the Premises are vacated by the Production Company.

8. The Production Company shall indemnify and hold the Owner harmless from and against any and all damage and liability for injury to or death of persons and for damage to or destruction

of the Premises or property of the Owner on the Premises caused by the Production Company's negligence occurring during the Production Company's use of the Premises in the conduct of the Production Company's motion picture operations under and pursuant to this agreement; provided, however, that the Production Company's liability under this clause shall be limited to the amount of the Production Company's comprehensive general liability insurance.

9. The Owner agrees to indemnify the Production Company from and against all losses, liabilities, damages, expenses and claims caused by or arising out of any breach of the representations, warranties or agreements made by the Owner in this agreement.

10. The Owner agrees that the Owner will not at any time claim or represent that any actor, character or other person associated with the Production who appears in any motion picture, photograph or recording made hereunder or at the Premises represents the Owner or endorses directly or indirectly any product or service of the Owner.

11. The Owner hereby grants to the Production Company, its successors, assignees and licensees the irrevocable, perpetual right throughout the universe to use the photographs, films, and other recordings of the Premises taken by the Production Company hereunder in connection with motion picture and television photoplays in such manner and to such extent as the Production Company may desire; including without limitation, the right to distribute, exhibit, broadcast, exploit, advertise, publicize and otherwise use the foregoing theatrically, on television, videocassettes and discs, and in any other medium whatsoever, whether now known or hereafter devised. The rights herein granted include the right to photograph, film and otherwise make recordings of any kind of all structures and signs located on the Premises (including the exterior and interior of such structures, and the names, logos and words contained on such signs), the right to refer to the Premises by its correct name or any fictitious name and the right to attribute fictitious events as occurring on the Premises. The Production Company shall be the sole owner of all right, title and interest in and to the Picture and any photographs and recordings hereunder, and neither the Owner nor any other party now or hereafter having an interest in the Premises shall have any right of action against the Production Company or any other party arising out of any use of said photographs and/or sound recordings, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature.

12. This is the entire agreement and may not be altered in any way except by an instrument in writing signed by the parties. No other authorization is necessary to enable the Production Company to use the Premises for the purposes herein contemplated.

For the OWNER:

For the PRODUCTION COMPANY:

(Please print name)

(Title of authorized agent)

Date signed: _____

Date signed: _____

Owner's contact address, telephone number and facsimile number:

