

LOCATION RELEASE

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This Location Release (this "**Release**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[LOCATION OWNER / AUTHORIZED REPRESENTATIVE NAME], with an address at [OWNER ADDRESS] (the "**Owner**"); and

[PRODUCER / PRODUCTION COMPANY NAME], a [STATE] [ENTITY TYPE / individual] with its principal place of business or residence at [ADDRESS] (the "**Producer**").

Owner and Producer are each a "**Party**" and together the "**Parties**."

Recitals. Producer wishes to use the premises described below to film, photograph, or record material in connection with [PROJECT TITLE / DESCRIPTION] (the "**Production**"). The Owner controls the premises and is willing to grant Producer access and the right to depict the premises on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. The Location

1.1 Premises. The "**Location**" means the premises at [LOCATION ADDRESS], including the specific areas described as [DESCRIBE AREAS: e.g. the lobby, the rooftop, the parking lot, suite 200] and the Location's name, distinctive features, signage, fixtures, and any trademarks or trade dress visible there.

1.2 Use period. Producer may access and use the Location on [DATE(S)] from [START TIME] to [END TIME], including reasonable time for setup and strike, subject to extension by mutual written agreement (the "**Use Period**").

1.3 Crew and equipment. Producer may bring its crew, cast, vehicles, equipment, props, and temporary set dressing reasonably required for the Production, subject to the Owner's reasonable rules and Section 3.

2. Grant of Rights

2.1 Access and depiction. The Owner grants Producer the right to enter and use the Location during the Use Period and the irrevocable, perpetual, worldwide, royalty-free right to photograph and record the Location and to use, reproduce, edit, publish, display, distribute, and exploit the resulting footage, photographs, and recordings (the "**Materials**") in all media now known or later developed.

2.2 Permitted uses. The Materials may be used in the Production and its promotion and for [SELECT / DESCRIBE: e.g. advertising, social media, distribution, derivative works, archival and stock use]. Subject to Section 2.3, Producer may use the Materials for any lawful purpose consistent with these permitted uses.

2.3 Limitations. The following limitations apply (delete if none): [e.g. no use that disparages the Owner or the Location; no use implying Owner's endorsement of a product; the Location must not be identified by name / may be identified by name; use limited to the Production].

2.4 **No obligation to use.** Producer is not obligated to use the Location or any Materials, and may depict the Location as a fictional place.

3. Producer's Obligations

3.1 **Care and restoration.** Producer will use reasonable care, will not make permanent alterations without the Owner's written consent, and will leave the Location in substantially the same condition it was in at the start of the Use Period, removing all crew, equipment, props, and trash.

3.2 **Compliance and safety.** Producer will comply with applicable law, obtain any required permits, follow the Owner's reasonable rules, and not create unsafe or unlawful conditions at the Location.

3.3 **Designated contact.** Producer and the Owner will each designate a contact person for the Use Period to coordinate access and address any issues that arise.

4. Compensation

4.1 **Location fee.** In exchange for this Release, Producer will pay the Owner a location fee of **[\$ AMOUNT]**, payable **[ON SIGNING / ON THE FIRST DAY OF THE USE PERIOD / AS DESCRIBED]**, plus any agreed reimbursements for utilities or additional services.

4.2 **Full compensation.** Except as stated above, the Owner is not entitled to any further payment, royalty, or residual for any authorized use of the Materials.

5. Insurance, Liability, and Indemnity

5.1 **Insurance.** Producer **[WILL / WILL NOT]** maintain commercial general liability insurance of at least **[\$ AMOUNT]** covering the Use Period and, if requested, will name the Owner as an additional insured and provide a certificate of insurance before access.

5.2 **Producer indemnity.** Producer will indemnify and hold the Owner harmless from third-party claims for bodily injury or property damage to the extent caused by Producer's or its crew's negligence or willful misconduct during the Use Period.

5.3 **Damage to the Location.** Producer is responsible for physical damage to the Location caused by Producer or its crew during the Use Period, beyond ordinary wear from authorized use, and will repair or pay for such damage promptly.

5.4 **Owner's responsibility.** The Owner is responsible for pre-existing conditions and hazards at the Location of which the Owner is aware and will disclose known hazards to Producer before access.

6. Owner's Representations

6.1 **Authority.** The Owner owns, leases, or otherwise controls the Location and has the full right and authority to grant the rights in this Release. If the Owner acts for an entity, the signer is authorized to bind that entity.

6.2 **No conflicts.** To the Owner's knowledge, the grant does not conflict with any lease, mortgage, or other agreement, and no additional third-party consent is required that has not been obtained.

7. Release of Claims

7.1 **Release.** To the fullest extent permitted by law, the Owner releases Producer and its licensees, successors, and assigns from claims arising out of the authorized use of the Materials, including claims for invasion of privacy, trademark or trade-dress concerns relating to the depicted Location, and claims based on editing or composite

use, subject to the limitations in Section 2.3.

7.2 Limitation of liability. Except for the indemnity and damage obligations in Section 5, neither Party is liable to the other for indirect, incidental, special, consequential, or punitive damages arising out of this Release.

8. General Provisions

8.1 Force majeure. Neither Party is liable for delay or failure caused by events beyond its reasonable control, including weather, acts of nature, or government action; the Use Period may be rescheduled by mutual agreement.

8.2 Governing law and venue. This Release is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

8.3 Entire agreement; amendment. This Release is the entire agreement between the Parties on its subject and may be amended only by a writing signed by both Parties.

8.4 Severability and waiver. If any provision is unenforceable, the rest remains in effect, narrowed to the extent needed to make it enforceable. A Party's failure to enforce a provision is not a waiver.

8.5 Binding effect; assignment. This Release binds and benefits the Parties and their successors and assigns. Producer may assign this Release in connection with the Production.

8.6 Counterparts and electronic signature. This Release may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Release as of the Effective Date.

OWNER / AUTHORIZED REPRESENTATIVE

PRODUCER

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE / N/A]**

Title: **[TITLE]**

Date: _____

Date: _____

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