# LOCATION AGREEMENT

Name (“**Owner**”):

Address:

Phone:

E-mail:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Owner hereby grants to (“\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_”) and **SUBURBAN LEGENDS** (“**Producer**”), and collectively, the “Beneficiaries”) and their respective parents, subsidiaries and affiliates, licensees, successors and assigns, permission to enter upon and use the property and the contents thereof and the appurtenances thereto located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Property**”) for the purpose of photographing and recording certain scenes in connection with the audiovisual production tentatively titled ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***(the “**Content**”) during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. Owner hereby grants to Producer and/or\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_the right to enter initially and use the Property on the following dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “**Filming Dates**”). Owner shall not unreasonably withhold or delay its consent to any additional changes to the Filming Dates. Owner shall take all reasonable precautions within its ordinary course of business to maximize safe conditions of the Property in advance of Producer’s or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ entry to the Property on the Filming Dates.

2. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the “**Materials**.” Owner acknowledges that Suburban Legends shall own all rights of every kind in and to the Materials, including copyright and all other intellectual property rights in the Materials which shall be and remain vested in\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. The Beneficiaries shall have the irrevocable right to exploit the Materials throughout the world, in any and all media (now known or hereafter invented), in perpetuity in connection with the Content Creator or otherwise, including, without limitation, for advertising and promotional purposes. Owner acknowledges that none of the Beneficiaries is not obligated to use the Property or produce the Content or include the Materials in the Content for which it was shot or otherwise.

3. Notwithstanding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ownership of all rights in and to the Materials, for the avoidance of doubt, where applicable, Owner shall retain ownership of all Owner’s trademarks and logos (“**Owner’s Marks**”) as may be incorporated in the Materials. The Beneficiaries may use Owner’s Marks either orally and/or visually in and in connection with the Materials and in connection with the distribution, exhibition, advertising and exploitation of the Materials as permitted hereunder. Neither Owner nor Owner’s representatives shall use a Beneficiary’s or any of it’s affiliated companies' names, logos, trademarks or other proprietary marks in any manner without such applicable Beneficiary’s prior written approval.

4. Producer and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_may place all necessary facilities and equipment on the Property and agrees to remove same after completion of work and leave the property in as good of condition as when received. Owner shall not unreasonably withhold its consent to Producer if Producer needs to make minor, temporary changes to the Property for purposes of photographing and recording the Materials, including without limitation, placing filming signage on the Property, provided that Producer restores the Property in accordance with the provisions of this paragraph. Producer will use reasonable care to prevent damage to the Property and will indemnify Owner, and all other parties lawfully in possession, of the Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of gross negligence on Producer’s part in connection with Producer’s use of the Property.

5. Neither Owner, nor any tenant, nor other party now or hereafter having an interest in the Property, shall have any right of action against any of the Beneficiaries or any other party arising out of any use of the Materials, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. In the event of any claim by Owner against any of the Beneficiaries, Owner shall not be entitled to seek any injunctive or equitable relief in connection with any breach or alleged breach of this Location Agreement, and Owner’s only remedy in the event of a breach shall be to seek damages. Owner may not enjoin, restrain or interfere with the production, promotion, distribution, exhibition or exploitation of the Materials or Content. Owner acknowledges that Producer is photographing and recording such scenes in express reliance upon the foregoing.

6. Owner represents and warrants that the undersigned has all rights and authority to enter into this Location Agreement and to grant the rights granted hereunder, and that no other authorization is necessary to enable the Beneficiaries to use the Property for the purposes contemplated hereunder.

7. All provisions hereof concerning the Materials, the Content, the Beneficiaries and the potential inclusion of the Property shall be kept strictly confidential by Owner and Owner’s representatives. Neither Owner nor Owner’s representatives shall issue any press releases or public statements about any Beneficiary, or the Content, without any such Beneficiaries’ prior written permission.

8. This document contains the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein and this Location Agreement cannot be changed or terminated except in a writing executed by both parties. This is the entire agreement. The laws of the state of Maryland shall govern this Location Agreement. The state and federal courts located in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall have exclusive jurisdiction, to which Owner shall irrevocably consent, over any litigation, action or proceeding arising out of and/or relating to Owner’s participation in the Content. This Location Agreement and the acknowledgements, representations, releases, permission and agreements made herein shall be irrevocable and binding upon Owner, and Owner’s, successors, parents, licensees and representatives. Termination of this Location Agreement, for any reason, shall not affect the Beneficiaries’ rights in the Materials. Any Beneficiary may assign its rights in the Materials and/or Content, in whole or in part, to any individual or entity, without restriction. This paragraph shall survive the termination or the expiration of this Location Agreement.

9. LOCATION FEE: As consideration for \_\_\_\_\_\_\_\_\_\_\_\_\_use of the Property, Owner shall receive a fee of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_United States Dollars (“**Location Fee**”). The Location Fee shall be payable as follows: PAID BY CHECK. Producer and/or \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_shall have the right to reenter the Property for further work as needed for the above Location Fee or a pro rata portion thereof.

ACCEPTED AND AGREED TO BY OWNER:

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sign Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_