

LOCATION AGREEMENT

This agreement relates to the real property (“Premises”):

DESCRIBED AS: ACC Leisure Services Facility
LOCATED AT:

		Athens, GA
FACILITY NAME	FACILITY ADDRESS	ZIP CODE

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor, whose name and address are set forth above (the “Licensor”), hereby grants to _____ (the “Producer” and/or “Licensee”) and its agents, licensees, designees, assigns, employees, independent producers, contractors, suppliers and other persons connected with the motion picture production currently entitled “_____” (the “Film”) the following irrevocable rights with respect to the Premises.

To enter and remain upon the Premises with personnel, equipment and sets for the purpose of recording and photographing scenes live or on tape, film or by any other process on the Premises on the following dates:

DAY	DATE	YEAR

- A. To photograph and record the exterior of Premises and other buildings and structures located therein, including exterior areas of buildings and/or other structures of the Premises, except where Licensor’s name, logo, trademark, service mark and/or slogan, and any other identifying features associated therewith, or which appear in, on or about the Premises are displayed, for the purpose of photographing (including without limitation by means of motion picture, still or videotape photography) said Premises, sets and structures, and/or recording sound in connection with the production, exhibition, advertising and exploitation of the Film.
- B. To remove all of Producer’s sets, structures, and other materials and equipment from the Premises.
- C. To refer to the Premises and/or any buildings or structures located on the Premises by only a fictitious name, and to attribute both real and fictitious events as occurring on the fictionalized name, in connection with Producer’s use of the recordings and photographs made pursuant to this agreement.
- D. To construct and photograph a set duplicating all or part of the Premises and buildings or structures thereon (including, but not limited to, any signs or any interiors of buildings and structures).
- E. To assign all or any part of this agreement, provided however that Producer shall remain liable for the obligations set forth in this agreement.

2. Licensor warrants, represents, and agrees that; (a) Licensor has the sole right and authority to grant to Producer all of the rights set forth and to enter into and sign this agreement; and (b) it is not necessary for Producer to obtain the consent of any other person or entity in order to exercise the rights granted to Producer herein. Licensor acknowledges that Producer has described generally to Licensor any unusual or unlikely manner in which the Premises, and/or the name of the Premises, may be used by Producer. Notwithstanding anything to the contrary herein, Licensor shall not be liable pursuant to this paragraph for Licensor's inability to make the Premises available due to a natural disaster, fire or any other force major event that is entirely beyond the Licensor's control.
3. Producer shall indemnify Licensor and hold Licensor harmless from and against all bodily injury and property damage (ordinary wear and tear excepted), which is solely caused by Producer's negligent or intentional misconduct on the Premises. Producer shall not be responsible for any such damage or injury, or both, caused by the negligent or intentional misconduct of Licensor (including Licensor's employees and agents).
4. Licensor agrees and warrants that Licensor has not paid any money to Producer for the inclusion of the Premises in the Film, nor has Licensor paid any money to anyone or accepted any money from anyone for the inclusion of any specific advertising plug, reference, or product identification on the Premises.
5. Other Terms:

6. As full and complete consideration for the rights granted to Producer, Licensor acknowledges and agrees that the promotional value and exposure of having the Premises displayed in the Film shall constitute sufficient consideration because of the marketing and promotional benefit Licensor may acquire by having its Premises displayed in the Film. As further consideration, and at Producer's sole discretion, Producer may grant to Licensor a credit, customarily given to such licensors, in the Film. All matters regarding prominence, placement, form, size, style, and color of such credit shall be in Producer's sole discretion.
7. All rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Producer and its successors, assigns and licensees for the purposes set forth herein, throughout the universe, in perpetuity, in any Film or manner and in any and all media, whether such media is now known or hereafter devised, and neither Licensor nor any tenant, or other party now or hereafter having an interest in said Premises, shall have any right of action against Producer or any other party arising out of any use of said still pictures, motion pictures, videotapes, photographs and or sound recordings, whether or not such use is or may claimed to be, defamatory, untrue or censurable in nature. Without limiting the generality of the proceeding sentences, Producer may use such still pictures, motion pictures, videotapes, photographs and/or sound recordings in any motion picture or other audiovisual media in, and in connection with, the advertising, publicity, marketing and exploitation thereof. In addition, neither Licensor nor any tenant, nor any other party now or hereafter having an interest in the Premises, shall have any right of action, including, but not limited to, those based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights granted by Licensor to Producer. If there is a breach by Producer hereunder, Licensor shall be limited to an action at law for **monetary damages**. In no event shall Licensor have the right to enjoin the development, production, distribution or exploitation of the Film.

8. Producer, and/or its distributor, is not obligated to actually use the Premises, or produce the Film, and include materials photographed or recorded hereunder in the Film. Producer, and/or its distributor, shall have the sole discretion to modify, alter, and/or edit the Film, and how the Premises is to be displayed and exhibited in the Film. Licensor understands that if Producer does not film at Licensor's Premises, or exercise any other rights in this agreement relating to the Premises, Producer is not obligated to give Licensor the consideration set forth in paragraph 6. Licensor acknowledges that Producer is relying on the rights granted by Licensor and that any breach by Licensor of this agreement will cause Producer irreparable damage which cannot be fully compensated for by money damages.
9. If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Premises by Producer, then Producer shall have the right to use the Premises at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 1(A).
10. This agreement constitutes the complete understanding of the parties with respect to the subject matter of this agreement and cannot be changed except by an instrument in writing signed by the parties hereto. This agreement shall be exclusively governed by and construed in accordance with the laws of the State of Georgia, and Athens-Clarke County shall be the venue for any action, whether state or federal.

ACCEPTED & AGREED TO:

BY LICENSOR:

SIGNATURE

BY LICENSEE'S AUTHORIZED REPRESENTATIVE:

SIGNATURE

NAME IN PRINT

ADDRESS

CORPORATE ID / SOCIAL SECURITY NUMBER