LOCATION RELEASE

Property Address: _________________________________________________________________ (the “Property”)

1. In consideration for Owner having the opportunity for the Property to appear in the Program (as defined below), Owner hereby grants to _______________ (“Producer”) permission to enter upon and use the Property and to refer to the Property by its name for the purpose of photographing and recording certain scenes in connection with the program tentatively entitled “______________” (the “Program”). For purposes hereof, the Property shall include, without limitation, all interior and exterior areas, utilities, buildings and other structures on the Property, real and personal property, displays, and signs located in, on or about the Property, and Owner’s name, and, as applicable, logo(s), trademark(s), service mark(s), and/or slogan(s), as depicted in, on, and/or about the Property and other identifying features thereof. All physical embodiments of filming, recording, and photography on the Property shall hereinafter be referred to as the “Materials”.

2. Producer will use reasonable care to prevent damage to the Property. In the event Owner claims that Producer is responsible for any loss or damage, Owner must notify Producer, in writing, within five (5) days of the date that Producer vacates the Property, which writing shall include a detailed listing of all Property damage for which Owner claims Producer is responsible. Owner shall cooperate fully with Producer in the investigation of such claims, and permit Producer’s investigators to inspect the Property so claimed to be damaged. The extent of any loss or damage will be determined by Producer in good faith.

3. Owner represents and warrants that Owner has the full right, power and authority to enter into this Location Release and to grant the rights granted hereunder, and that the consent of no other person or entity is necessary to grant the rights hereunder. Owner agrees to indemnify Producer against any claims or demands (including without limitation, outside attorneys’ fees) arising from or in connection with any breach of Owner’s representations, warranties, or agreements set forth herein and/or Owner’s gross negligence and/or willful misconduct.

4. Owner agrees that Producer and its successors, licensees and assigns shall be the sole owner of the Materials and may (but is not obligated to) use the Materials in the exhibition, distribution, advertising, promotion and other exploitation of the Program and in the advertisement and promotion for the exhibitors, distributors, advertisers, and sponsors thereof, in perpetuity in any and all media now known or hereafter devised throughout the world. Owner promises not to sue Producer, its successors, licensees or assigns for any use of the Materials and Owner agrees that Owner will not have the right to enjoin or otherwise interfere with the exhibition, exploitation, advertisement or promotion of the Program. Further, I agree that no payment shall be owed to me for the use of the Property as described herein.
5. This release shall be governed by the laws of New York, and any disputes arising hereunder shall be adjudicated exclusively in the courts of such state. This release constitutes the entire understanding of the parties and replaces any and all other agreements and understandings relating to the subject matter hereof.

ACCEPTED AND AGREED:

Signature:_____________________________________

Name:________________________________________

Date:________________________________________

Address:_____________________________________

___________________________________________

Telephone:____________________________________

Email:_______________________________________