

FILM LOCATION AGREEMENT

THIS AGREEMENT is made _____ 20____, by and between _____, herein after referred to as "Owner" and _____, hereinafter referred to as "Company".

1. For the period specified in paragraph 3 below, Owner hereby grants to Company the right to enter upon Owner's property (with equipment and personnel Company deems necessary), situated at _____, in the City of _____, hereinafter referred to as "said premises" and to erect thereon temporary motion picture structures and sets and to use them and said premises for making a _____ titled _____, hereinafter referred to as the "Production".

2. Commencing on or about _____ 20____, Company may have such possession of said premises as is reasonably necessary to perform the Production, and such premises use may continue from day to day, Saturdays, Sundays, and Holidays included, and from time to time, until the proposed scenes and work are completed. It is estimated that it will require about _____ day(s) of use for the Company to complete its principle use of said premises.

3. As compensation for use of said premises, Company agrees to pay in a timely matter of such initial use: (a) The agreed sum of \$ _____ for each shooting day or part thereof on which Company makes use of said premises: (b) The Company further shall pay \$ _____ for any dressing or striking day.

4. At any time within six (6) months from the date Company first makes use of said premises hereunder, Company may, following not less than seven (7) working days advance written notice to Owner(s), on a mutually agreed upon date, re-enter upon and use said premises for such period as may be reasonably necessary to photograph retakes or added scenes desired by Company, and in any such event, the rate specified in paragraph 3 about shall apply.

5. Company agrees to leave said premises and all property of any kind located thereon, in as good order and condition as they were immediately prior to any use of said premises pursuant to this Agreement, reasonable wear and tear excepted, and to pay for any injury or damage that may occur through the use of said premises by Company.

6. Company agrees to protect Owner(s) and to keep and save Owner(s) harmless from any and all suits, claims for loss or liabilities for, any personal injury to any person or any damage to other premises or property located thereon, occasioned by or resulting from Company's use of said premises, except for any damage or injury caused by the negligent or intentional misconduct by the Owner (including Owner's employees or agents). If Owner claims Company is responsible for any such damage or injury, or both, Owner shall notify Company in writing within five (5) business days after expiration of the term (or completion of Company's additional utilization, if any, of the premises), which writing shall include a detailed listing of all property damaged and injuries for which Owner claims Company is responsible, and Owner shall cooperate fully with Company in the investigation of such claim, and permit Company's investigators to inspect the property so claimed to be damaged. In this regard, Company represents that they have obtained General Liability and Property Damage Insurance in an amount of at least \$1,000,000.00 covering General Liability and \$1,000,000.00 covering Property Damage. Company will name Owner as additionally insured on policy, and provide Owner with a copy of said policy. Said policy shall also be filed at the Office of the Film Commission of Real Florida, Inc. located at 1025 SW 1st Avenue, Suite B, Ocala, Florida 34474.

7. Company shall have the right to photograph and record at, and to depict the premises, or any part thereof, in Company's discretion using or not the actual name, signs and other identifying features. Company shall have no obligation to photograph or record at, or otherwise actually utilize the premises, or to use any photograph and recording made at the premises. Without limiting the foregoing, Company shall have the right to use said photographic depiction in all media throughout the Universe in perpetuity in the Production and/or distribution, exhibition, promotion, or other exploitation thereof, and in any trailers or promotions thereof.

Neither Owner or anyone claiming through owner shall have any right, title or interest in or to Company's photography and recording and recording at the premises, nor shall there be any restriction or limitation upon Company's right to utilize such photography and recording in photoplay or in any of Company's productions.

8. Should there be any breach under this agreement, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees costs incurred as a result of any action or proceeding under this agreement.

9. Within two weeks of receipt of location fees, the owner or agent of leased property shall remit to the Film Commission of Real Florida, Inc. a check equal to no less than 10% of the total location fees paid. The check can either be mailed or dropped off at The Film Commission of Real Florida, Inc., 1025 SW 1st Avenue, Suite B, Ocala, Florida 34474.

Address of Owner or Agent	Name of Production Company
Name: _____	Company: _____
Address 1: _____	Contact Person: _____
Address 2: _____	Position: _____
State: _____	Address 1: _____
Zip Code: _____	Address 2: _____
Phone Number: _____	State: _____
Fax Number: _____	Zip Code: _____
E-mail: _____	Phone Num _____
	Fax Number: _____
	E-Mail: _____
Signed: _____	Signed: _____
Date: _____	Date: _____

Film Commission of Real Florida, Inc
1025 SW 1st Avenue
Suite B
Ocala, Florida 34474
Phone: (352) 671-1717
Fax: (352) 671-1482
Email: heyjude@realfla.com
www.realfla.com

