epicfilm

LOCATION SHOOT AGREEMENT

THIS AGREEMENT made this _____(date) by and between <u>Epic Film Company</u>, a PRODUCTION COMPANY and _____("Grantor").

1. IDENTIFY OF FILMING LOCATION. Grantor hereby agrees to permit Production Company to use the property located at:

("the Property") in connection with the motion picture currently entitled ________ ("the Property") in connection with the motion picture currently entitled _________ (the "Picture") for rehearsing, photographing, filming and recording scenes and sounds for the Picture. Production Company and its licensees, sponsors, assigns and successors may exhibit, advertise, promote and otherwise exploit the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproduction of the Property and whether or not the Property is identifiable, in any and all media whatsoever now known or later devised in the universe in perpetuity.

2. **RIGHT OF ACCESS**. Production Company shall have the right to bring personnel and any equipment onto the Property and to remove same following completion of its use of the Property hereunder. Production Company shall have the right, but not the obligation, to photograph, film and use in the Picture the actual name, if any, connected with the Property or to use any other name for the Property. If Production Company depicts the interior(s) of any structures located on the Property, Grantor agrees that Production Company shall not be required to depict such interior(s) in any particular manner in the Picture.

3. TIME OF ACCESS. The permission granted hereunder shall be for the period commencing _______. The period may be extended by Production Company if there are changes in the production schedule or other unforeseen delays such as due to weather conditions. The permission herein granted shall also apply to future retakes and/or added scenes.

4. **PAYMENT**. Due to the nature of the project and the fact that it's a no-budget project, we aren't able to offer financial compensation. We will provide an on-screen credit to your business in the end titles of the production. The wording can be decided between you and the Production Company.

5. ALTERATIONS TO LOCATION. Production Company agrees that (with Grantor's permission) if it becomes necessary to change, alter or rearrange any equipment on the Property belonging to Grantor, Production Company shall return and restore said equipment to its original place and condition, or repair it, if necessary. Production Company agrees to indemnify and hold harmless Grantor from any against

any and all liabilities, damages and claims of third parties arising from Production Company's use hereunder of the property (unless such liabilities, damages or claims arise from breach of Grantor's warranty as set forth in the immediately following sentence); and from any physical damage to the Property proximately caused by Production Company, or any of its employees, representatives or agents. Grantor warrants that is has the right and authority to enter into this Agreement and to grant the rights granted by Grantor herein. Grantor agrees to indemnify and hold harmless Production Company from and against any and all claims relating to breach of its aforesaid warranty.

6. **RELEASE**. Grantor releases and discharges Production Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that Grantor may not have or may later have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein.

7. MISCELLANEOUS. This constitutes the entire agreement between the parties with no modifications unless in writing signed by both parties. A photocopy of this Agreement shall be as legally valid and binding as the original, construed under the laws of the state of **Michigan** rights herein granted shall inure to the benefit of all successors, assigns, heirs, executors, etc. of each party hereto.

The undersigned represents that s/he is either rightful and true owner of the Property or empowered as agent or otherwise to execute this Agreement for or on behalf of owner.

IN WITNESS WHEREOF, the parties have hereunto set their names and seals as of the date first above-written.

PRODUCTION COMPANY:

By:_____

GRANTOR

By:_____

Drafted by: Ryan Velting, Epic Film Any questions: +1 (616) 460 - 4661 or ryan@epicfilmco.com