

DRAFT LOCATION CONTRACT

This letter constitutes an agreement between
.....(*the Production Company*) and
.....(*the property Owner*), and
outlines the terms and conditions upon which the **Production Company** will be permitted to
use the locations in and around.....(*the location*)
for the filming of
(*the film/television production*) between/on the following dates.....
.....

1. The **Production Company**, its employees and persons authorised by it for the purposes of the filming shall have permission to enter upon and use those parts of the property and expressly agreed between the Producer or his/her nominated representatives and the **Owner**.

2. The proposed facilities for filming on the Property are set out in the attached schedule to this agreement. No filming beyond what appears in the schedule shall take place without the prior agreement of the **Owner** or his/her representative.

(NOTE: the schedule will as far as possible specify the number of days required for preparation on site, exterior recording/filming, interior recording/filming and striking.)

3. In the event of the **Production Company** being unable for reasons beyond the control of those engaged in the filming, to complete the production within the period specified in the attached schedule, it is agreed that in so far as the context admits, the terms and conditions of this agreement shall continue in full force and effect during such further period as the **Owner** may permit for the completion of the filming.

4. It is agreed that permission hereby given for filming in any room/location of the Property includes all the contents normally held in that room/location except those expressly excluded by the **Owner**. If additional items belonging to the **Owner** are installed expressly for the filming, the **Production Company** will pay to the **Owner** such additional sums as may be agreed between the **Owner** and the Producer or his/her representatives for the use of such items.

5. The **Owner** agrees to allow parking for production, technical and crew vehicles including location caterer's vans and space for marquees or caravans for mess rooms, make-up, wardrobe and restrooms used or engaged by the **Production Company** for the filming within the numbers of vehicles, dates and parking locations agreed between the Producer or his/her representative.

6. The **Production Company** agrees to make good forthwith to the satisfaction of the **Owner**, or at the option of the **Owner**, to pay the reasonable cost of making good or full compensation for any loss or damage to the property or to the contents thereof arising out of the facilities granted to the **Production Company**, provided always that each claim for loss or damage is notified to the Producer or his/her authorised representative at the Property concerned by the completion of the filming or notified in writing to the **Production**

Company within 28 days of such completion. In the case of works of art or other items of value, the **Production Company** will accept the decision of an expert appointed by agreement by the **Owner** and the **Production Company** (and in default of agreement by the current President of the Royal Institution of Chartered Surveyors) as to the reasonableness of the cost of making good or as to the amount of full compensation.

7. The **Production Company** will indemnify and keep indemnified the **Owner** against all actions, proceedings, costs, claims and demands which may be brought or made against the **Owner** in respect of personal injury and damage to the property arising directly or indirectly out of the activities in connection with this filming.

8. The **Production Company** shall on request provide before the start of filming and to the satisfaction of the **Owner** or his/her insurance company evidence that the **Production Company** has at its own expense taken out sufficient insurance policies to cover its liabilities under this agreement.

9. In recognition of the rights and facilities being granted the **Production Company** agrees to pay the **Owner** the sum of £..... per 12 hour day of filming, to the total sum of £.....

Any period of preparation/clear-up required before the start/at the end of filming, shall be paid at the rate of £.....

Any additional days filming as provided for under Clause 3 above will be paid for at the rate of £..... per day.

*(NOTE: The overall sum may be shown in its component parts, quoting the rate per day for preparation, interior and exterior filming, if appropriate. This clause may also provide the fee to be paid in instalments on specified dates, if the parties so agree. The fee stated is exclusive of Vale Added Tax. If the **Owner** is registered for VAT and wishes to claim VAT from the **Production Company**, the **Owner** should render a proper tax invoice showing the fee and VAT element as required under the VAT regulations.*

10. In addition, the **Production Company** will reimburse the **Owner** for any reasonable costs for extra heating and/or lighting consumed during the continuance of this agreement and arising directly from the production upon receipt of an invoice setting out such costs. The **Production Company** will also reimburse the **Owner** for any telephone calls made on the premises by the **Production Company** or its employees except in so far as the **Production Company** shall provide for its own telephone facilities, the **Production Company** will likewise reimburse to the **Owner** the cost of any of the **Owner**'s employees who may be engaged to work on behalf of the Film Company during the continuance of this agreement, for the said period on the **Production Company**'s behalf.

11. The Producer or his/her representative will ensure that any restrictions which the **Owner** wishes to place on the staff and employees of the **Production Company** smoking on the Property during the continuance of this agreement are observed. Furthermore, the Producer or his/her representative will inform the **Owner** before the start of any filming of any aspect of the proposed filming which shall involve any particular risk of fire and the **Production Company** shall pay the cost of any reasonable special precautions which are taken to counter the said risk, provided the Producer or his/her representative is informed of such precautions before filming begins.

12. The terms of any screen credits and/or promotional material published in connection with the use of the Property shall be discussed and agreed between the Producer and his/her representative and the **Owner** in advance of the filming. The Producer and his/her representative shall inform the **Owner** of the terms and scope of the Film when discussing the screen credits.

13. Neither party to this agreement shall permit any notice, advertisement, name or sign of any kind to be affixed, attached or exhibited on any vehicle, equipment, clothing, or other articles which might appear in the filming beyond the manufacturer's trade name or mark represented on the article in question when it is offered for wholesale or retail sale.

14. In the event of the filming under this agreement being prevented by the force majeure or by any clause whatsoever beyond the reasonable control of the parties hereto or in the event of any breach or non-observance by the **Owner** of any of the terms and conditions of this Agreement, the **Production Company** (without prejudice to any other remedies) may forthwith determine this Agreement but hereby undertakes to discuss with and pay to the **Owner** reasonable compensation to take account of any expenses or losses incurred by the **Owner** prior to the date of such determination.

For and behalf of the **Production Company**:

Signed..... Date.....

For and behalf of the Property **Owner**:

Signed..... Date.....