

LOCATION AGREEMENT

AGREEMENT made as of _____ by and between _____, located at _____ (“Corporation”) and _____, located at _____ (“Company”) in connection with the film, television program, documentary, video or news broadcast, or other filming project, entitled _____, as further described on Attachment 1 (the “Film”).

RECITALS

A. Company desires to use certain Locations (as defined below) on the campus of York College (“College”) of The City University of New York (“University”) in connection with production of the Film; and

B. The Locations are available and Corporation has been granted authority from College to license such Locations; and

C. The parties desire to enter into an agreement whereby Corporation will make the Locations available to Company in connection with production of the Film.

Now, therefore, Corporation hereby grants Company a revocable license, subject to the terms and conditions hereinafter provided, to use the Locations as specified herein.

1.0 USE OF PREMISES

1.1. Subject to 1.2 and 1.4 below, Corporation hereby grants to Company permission:

- 1.1.1. to use the facilities at College described on Attachment 2 (the “Locations”);
- 1.1.2. to enter and exit the Locations with Company’s personnel and equipment;
- 1.1.3. to erect and maintain temporary motion picture sets and structures on the Locations; and
- 1.1.4. to photograph (including without limitation by means of motion picture, still, video, or digital photography) the Locations, sets and structures, and such other personal property located at the Locations, and/or to record sound for such Film scenes as Company may desire,

at the dates and times, and for those purposes in connection with the Film, specified in Attachment 2. Such use, photography and sound recording are hereinafter collectively referred to as the “Shoot.”

1.2. Company shall obtain the prior written approval of Corporation and College before any alterations, additions, “set dressing,” or other modification(s) to Locations, whether temporary or permanent, are undertaken. Company understands and agrees that any such modifications may increase the Fee Schedule set forth in Attachment 3 and/or the costs of restoring any Locations so modified to their original condition.

1.3. Subject to 1.4 below, Corporation further grants to Company permission to refer in the Film to the Locations or any part thereof by any fictitious name, and the right to attribute in the Film any fictitious events as occurring on the Locations.

1.4. Company agrees that one of the express conditions of this Agreement is that Company will not

use nor attempt to use any part of the Locations for any purpose that is detrimental to the reputation of Corporation or University. Company further agrees that Corporation and/or University, in their sole discretion, if they deem any purpose to be detrimental to the reputation of Corporation or University, may interrupt the Shoot and provide notice to Company to cease such action. If such conduct is not cured within two (2) hours of notice from Corporation or College, Corporation may terminate this Agreement and dismiss or cause the participants to be dismissed. In any such event Corporation shall be entitled to retain or receive any money paid and accrued, and unpaid amounts due.

1.5. Notwithstanding anything to the contrary in this Section 1.0, Company is expressly prohibited from using, recording or photographing signs, symbols, logos, names, language or marks contained on and/or identifying any part of the Locations, Corporation, College or University, without the written permission of Corporation.

1.6. Company shall prohibit the entrance of more than _____ persons in and around the Locations in connection with the Shoot and in connection with the permission granted by this Agreement.

1.7. Company shall have the right to remove all of its sets, structures, and other materials and equipment from said Locations, provided, however, that Company shall leave said Locations in as good condition as when received excepting reasonable wear and tear consistent with the use of said Locations for the purposes herein permitted. In the event of any damage of any kind to the Locations or the appurtenances thereof caused by the negligence or willful misconduct of Company, its employees, agents or anyone else in connection with Company's use of the Locations, Company agrees to pay such amount as determined by College in its sole discretion as shall be necessary to put the Locations in as good order and condition as the Locations were at the commencement of this Agreement. In the event of any dispute over whether damage to a Location has occurred, the determination of College shall be conclusive. Company agrees that College may, at its sole discretion, restore any such damaged Location and, further, Company agrees to reimburse College for the reasonable costs of any such restoration within 15 (fifteen) business days of Company's receipt of College's invoice therefore.

1.8. Corporation and University, and their respective officers, agents and representatives, shall have the right at all times to enter any part of the Locations.

1.9. Corporation agrees to provide all ordinary electricity and water to the Locations. Corporation does not guarantee that any air-conditioning equipment will be in working order.

2.0 UNIVERSITY SETTING

2.1. Company agrees not to interfere with the normal education, research and other operations of College. Corporation reserves the right to impose restrictions on Company's activities to ensure that interference with such normal operations does not occur. Company agrees that Corporation and University have the right to expel Company from the Locations if Company fails to adhere to any restrictions imposed.

2.2. Company shall not photograph or record, nor broadcast, print, transmit or otherwise disseminate any images of any of the University's students or employees without obtaining written releases prior to such filming and/or recording, copies of which shall be provided to Corporation at the time that they are obtained.

2.3. Company agrees to respect the privacy and confidentiality of any student-, Corporation-, or University-related information Company may encounter in connection with Company's use of the

Locations or the permission granted pursuant to this Agreement.

3.0 FEES

3.1. Company agrees to pay Corporation a fee in the amount(s) and at the time(s) set forth on Attachment 3, for the rights granted, and services and equipment to be provided, under this Agreement.

3.2. Company agrees that any changes to the scope of services and equipment set forth in Attachment 3 shall be made solely by means of a written amendment or amendments to the Fee Schedule signed by Company and Corporation. Company understands and agrees that any such changes may result in an increase in the Fee Schedule.

3.3. In no event shall Corporation or University be responsible in any way for services or equipment provided by others to Company, including, without limitation, performer or participant fees and/or benefits, and transportation of performers or participants.

3.4. Except as provided in Section 7.7, below, Company shall be responsible for the Corporation's and College's out-of-pocket expenses actually incurred and/or non-cancelable Corporation and/or College obligations in the event of a change of date or cancellation of the Shoot. All such expenses shall be determined by Corporation or College, as the case may be, and will be presented to Company within thirty (30) business days following any such cancellation. Company shall reimburse Corporation or College, as the case may be, within ten (10) calendar days following receipt of Corporation's or College's invoice.

3.5. Fees and sums due Corporation under the terms of this Agreement shall be made by cashiers, certified or corporate check payable to [REDACTED]. Personal checks will not be accepted as payment.

4.0 COMPLIANCE WITH LAWS

4.1. Company covenants and agrees to abide by, conform to, and comply with all of the applicable laws, rules, and regulations of the United States and the City and State of New York, and the rules, regulations and policies of College and University.

4.2. Company agrees to secure in advance of the Shoot any and all licenses and/or permits that may be required for such use of the Locations and to take all other steps necessary to comply with all laws and requirements of the State and City of New York, or any department, board or authority thereof governing such use of the Locations.

5.0 INSURANCE AND INDEMNIFICATION

5.1. Company shall procure and maintain in full force during the period of this Agreement, the following policies of insurance issued by a carrier(s) in good standing authorized to do business in New York and with an A.M. Best rating of A-7:

- 5.1.1. personal property insurance covering the equipment, scenery, costumes and all other property of Company brought onto College campus to the extent of its insurable value;
- 5.1.2. workman's compensation and employers liability insurance covering Company's employees as required by law;

- 5.1.3. business vehicle insurance in the amount of two million dollars (\$2,000,000) for Company owned, non-owned, and/or hired vehicles; and
 - 5.1.4. commercial general liability insurance with limits of liability of not less than two-million dollars (\$2,000,000.00) per occurrence and not less than five-million dollars (\$5,000,000.00) in the aggregate, combined single limit, for bodily injury (including death) and property damage, and that shall cover liability assumed by Company under this Agreement.
- 5.2. The following additional terms shall apply to the general liability insurance required by Section 5.0:
- 5.2.1. The policy of insurance shall be endorsed to name _____, The City University of New York, the Dormitory Authority of the State of New York, the State of New York, the City of New York, and the directors, officers, employees, agents, representatives and assigns of each of them, as additional insureds.
 - 5.2.2. The policy may not be cancelled or modified in any manner upon less than thirty (30) calendar days prior written notice to Corporation.
 - 5.2.3. No cancellation provision in the policy may be construed in derogation of the continuous duty of Company to furnish such insurance during the term of this Agreement.
- 5.3. To the extent not covered by insurance, Company shall be solely responsible for the following:
- 5.3.1. All taxes and remittances to proper authorities;
 - 5.3.2. All user fees;
 - 5.3.3. Compensation, workers compensation, and disability insurance of all persons performing services in connection with the Shoot, except for Corporation, College and University personnel.
- 5.4. At the time of delivering a signed copy of this Agreement, Company shall provide Corporation with certificates evidencing all insurance coverages required hereunder.
- 5.5. Company shall indemnify, defend, and hold harmless Corporation, University, the State of New York, the City of New York and the Dormitory Authority of the State of New York, their officers, employees, agents and students, from and against all expenses, claims, damages (for injury to or death of persons and for damage to or destruction of property), liabilities, penalties, losses, fines, attorneys fees and judgments arising out of or relating to Company's use and occupancy of the Locations, or the performance of this Agreement, or the Shoot, or the conduct of Company's officers, employees, agents, guests, invitees, performers, participants, or independent contractors, including without limitation any claim of infringement or violation of any copyright or property right, to the extent that such injury, death or damages is not caused by the gross negligence or willful misconduct of the Corporation or University, their officers, employees or agents. The word "conduct" as used in the previous sentence shall include, without limitation, any act(s) by which Shoot performers, participants, or Company encourage, suggest, or ask Shoot onlookers to come onto a stage or into any Location.

6.0 ADDITIONAL RIGHTS AND RESPONSIBILITIES OF COMPANY

6.1. Company agrees that any and all images and recordings (including, but not limited to, all still photographs), all motion pictures (including, but not limited to, film, video, and digital motion pictures), and all audio recordings created as a result of or in connection with the use of the Locations may only be used in connection with, or as part of, the Film and/or in connection with any publicity, promotion and/or advertising of same.

6.2. In the event Company desires to photograph retakes or other scenes, or to obtain permission for additional time, space, equipment or services, Company may arrange with Corporation to re-enter upon and use the Locations, subject to availability and at Corporation's standard rates. Payment shall be due at least five (5) business days prior to the time of intended use, by money order or certified check only.

6.3. Neither Company, nor its agents, licensees or successors shall be obligated to make any actual use of any photography, recordings, depictions, or other references to the Locations hereunder in any film or otherwise.

6.4. Company shall credit College and University in the closing Film credits.

6.5. All rights of every kind in and to all photography and sound recordings made hereunder shall be solely owned in perpetuity by Company and its agents, licensees, and/or successors.

7.0 MISCELLANEOUS

7.1. In connection with the performance of this Agreement, the following individuals are designated to act for the parties:

For Corporation:

For Company:

7.2. Company does not have the right to assign this Agreement. Company hereby represents and warrants that it has not heretofore assigned or transferred, or purported to assign or transfer, and shall not assign or transfer, to any person or entity, this Agreement or any rights granted under this Agreement.

7.3. This Agreement shall be interpreted, enforced and governed by the laws of the State of New York. Any disputes arising under the terms of this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in New York County, New York.

7.4. The person signing this Agreement on behalf of Company represents and warrants that s/he has the full right and authority to execute this Agreement and that the consent or permission of no other person, firm or entity is necessary to bind Company to the terms set forth in this Agreement.

7.5. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party.

7.6. Any modification or change to this Agreement must be in writing and signed by both parties.

7.7. Should the Locations herein described be destroyed either wholly or in part, damaged by fire or the elements, mob or riot, or use of any part of the Locations or equipment, or performance of any part of this Agreement be prevented or interfered with, by strikes or any other cause prior to or during the time

for which use of said Locations is permitted, Corporation may, in its discretion, terminate this Agreement, returning to Company any payments that may have been made for the proportionate period of use prevented or interrupted, and Company hereby expressly waives any claims for damages or compensation should this Agreement be so terminated. Corporation and University shall not in any way be liable for any loss or damage to personal property, or other damage, delay, inconvenience, or annoyance to Company arising from or because of strikes, lock-outs, or other labor difficulties, or for any other reason whatsoever.

CORPORATION:

COMPANY:

By: _____
Name:
Title:

By: _____
Name:
Title:

ATTACHMENT 1
DESCRIPTION OF THE FILM

ATTACHMENT 2

SCHEDULE OF LOCATIONS

Company agrees that the Shoot, from beginning of set up through clean up, shall take place only in the following Location (s) and on the dates and times set forth below:

Date	Time	Place	Activity
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ATTACHMENT 3

FEE SCHEDULE

I. LOCATION USE FEE	RATE
<i>list locations</i>	\$
	\$
	\$
TOTAL LOCATION USE FEE	\$

II. PERSONNEL, SERVICES & EQUIPMENT COSTS				
PERSONNEL	RATE	NUMBER	HOURS	TOTAL
Security				\$
				\$
OTHER CHARGES		RATE	UNITS	TOTAL
Equipment				\$
				\$
TOTAL PERSONNEL, SERVICES & EQUIPMENT (ESTIMATED)				\$

TOTAL AGREEMENT CHARGES (ESTIMATED)	\$
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PAYMENT SCHEDULE

\$ _____ Nonrefundable Deposit due on signing of this Agreement

\$ _____ Balance of Fees due on or before _____, 20____.

Additional fees may be due upon completion of the Shoot. See Section 3.2 of the Agreement.

Initials: Company _____/Corporation _____