



**THE UNIVERSITY OF THE WEST INDIES**  
CAVE HILL CAMPUS, P.O. BOX 64, BRIDGETOWN BB1 1000, BARBADOS  
**FACULTY OF CULTURE, CREATIVE & PERFORMING ARTS**  
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**LOCATION AGREEMENT**

FILM TITLE:
SET(S):
SCENE NUMBER(S):

NAME OF PRODUCTION COMPANY:	
ADDRESS:	
TELEPHONE:	

**TO WHOM IT MAY CONCERN:**

- I, the undersigned owner or agent, whichever is applicable, hereby irrevocably grants to \_\_\_\_\_ (“PRODUCER”), and its agents, employees, contractors and suppliers, the right to enter and remain upon and use the property, both real and personal, located at: \_\_\_\_\_ (the “PROPERTY”), including without limitation, all interior and exterior areas, buildings and other structures of the Property, and owners name, logo, trademark, service mark and/or slogan, and any other identifying features associated therewith or which appear in, on or about the Property, for the purpose of photographing (including without limitation by means of motion picture, still or videotape photography) said premises, sets and structures and/or recording sound in connection with the production, exhibition advertising and exploitation of the \_\_\_\_\_ tentatively entitled \_\_\_\_\_ (the “PICTURE”).
- Producer may take possession of said premises commencing on or about \_\_\_\_\_ (DATE) subject to change because of weather conditions or changes in production schedule, and continuing until the completion of all scenes and work required.

3. Charges: The owner or agent agrees to provide the Producer access to the location without charge or for a fee of \$\_\_\_\_\_ per day, each day to consist of \_\_\_\_\_ hours.

All charges are payable **on completion of all work completed**, unless specifically agreed to the contrary. Producer is not obligated to actually use the property or produce a film or **include material photographed or recorded hereunder in the Picture**. Producer may at any time elect not to use the Property by giving Owner or agent 24 hours written notice of such election, in which case neither party shall have any obligation hereunder.

4. Producer may place all necessary facilities and equipment, including temporary sets, on the Property, and agrees to remove same after completion of work and leave the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted. Signs on Property may, but need not, be removed or changed, but, if removed or changed, must be replaced. In connection with the Picture, Producer may refer to Property or any part thereof by any fictitious name and may attribute any fictitious events as occurring on the Property. The Owner irrevocably grants to Producer and Producer's successors and assigns the right, in perpetuity, throughout the universe, to duplicate and recreate all or a portion of the Property and to use such duplicates and recreations in any media and/or manner now known or hereafter devised in connection with the Picture, including without limitation sequels and remakes, merchandising, theme parks and studio tours, and in connection with publicity, promotion and/or advertising for any or all of the foregoing.
5. Producer agrees to use reasonable care to prevent damage to Property, and will indemnify and hold Owner harmless from and against and claims or demands arising out of or based upon personal injuries, death or property damage (ordinary wear and tear excepted), suffered by such person(s) resulting directly from any of negligence on Producer's part in connection with the work hereunder.
6. All rights of every nature whatsoever in and to all still pictures, motion pictures, videotapes, photographs and sound recordings made hereunder, shall be owned by Producer and its successors, assigns and licensees, and neither Owner nor any tenant, or other party now or hereafter having an interest in said property, shall have any right of action against Producer or any other party arising out of any use of said still pictures, videotapes, photographs and/or sound recordings, whether or not such use is or may claim to be, defamatory, untrue or censurable in nature. In addition, neither Owner nor any tenant, nor any other party now or hereafter having interest in the Property, shall have any right of action, including but not limited to, those based upon invasion of privacy, publicity, defamation, or other civil rights, in connection with the exercise of the permission and/or rights granted by Owner to Producer. If there is a breach by Producer hereunder, Owner shall be limited to an action at law for monetary damages. In no event shall Owner have the right to enjoin the development, production, distribution or exploitation of the Picture.
7. Force Majeure: If because of illness of actors, director or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond the producer's control, producer is unable to start work on the date designated above and/or work in progress is interrupted during use of the Property by Producer, then Producer shall have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in Paragraph 2, and any such use shall be included in the compensation paid pursuant in paragraph 3 above.
8. At any time within six (6) months from the date Producer completes its use of the Property hereunder, Producer may, upon not less than five (5) days prior written notice to Owner, reenter and use the Property for such period as may be reasonable necessary to photograph retakes, added scenes, etc. desired by Producer upon the same terms and conditions as contained in this agreement.

9. Owner warrants neither he nor anyone acting for him, gave or agreed to give anything of value, except for use of the Property, to Producer or anyone associated with the production for using said Property as a shooting location.
  
10. Owner represents and warrants that he/she is the owner and/or authorized representative of the Property, and that Owner had the authority to grant Producer the permission and rights granted in this agreement, and that no one else's permission is required. If any question arises regarding Owner's authority to grant the permission and rights granted in this agreement, Owner agrees to indemnify Producer and assume responsibility for any loss and liability incurred as a result of its breach of the representation of authority contained in this paragraph, including reasonable attorneys' fees.

**AGREED AND ACCEPTED:**

Date:	
Production Company	
Production Company – <i>Please Print Name of Representative</i>	
Production Company – <i>Representative Signature</i>	
Property Owner – <i>Please Print Name</i>	
Property Owner Signature	