

CPAT STANDARD LOCATION AGREEMENT

1. **Agreement.** This Location Agreement will confirm that the undersigned as agent/owner (the “**Owner**”) grants to _____ (the “**Company**”) as lessee, and Company’s employees, agents, independent producers, contractors and suppliers, successors and assigns permission to enter on and use the premises located at _____ (the “**Premises**”) for the purpose of photographing and recording certain scenes for an audio-visual commercial production (the “**Production**”) including additional scenes or retakes, upon the following terms and conditions (the “**Agreement**”).

2. **Term.** The undersigned agrees to make the Premises available for the use of the Company for a period of _____ days, commencing on or about the ____ day of _____, 20___. (hereinafter referred to as the “**Term**”). The proposed schedule for utilizing the Premises is as follows:

PREP: _____

SHOOT: _____

WRAP: _____

3. **Term Rescheduling.** The Company may reschedule the Term because of adverse weather conditions or other factors beyond its control provided that it provides the undersigned with at least twelve (12) hours advance notice of such need to reschedule. The parties shall reschedule the Term at a date and time mutually acceptable to both parties.

4. **Additional Term.** Should the Company require the use of the Premises within six (6) months from the end of the Term, the Owner agrees to permit such reuse on the same terms and conditions as contained in this Agreement at a date and time mutually acceptable to both parties.

5. **Early Termination.** Company shall have the exclusive right to terminate this agreement on not less than 12 hours notice to Owner and prior to taking possession of the premises. In the case of such termination Company shall not be liable to Owner for any costs, damages, claims or losses. In the event that Company terminates on less than 12 hours notice, but prior to taking possession of the Premises, Company agrees to remit, as full and complete liquidated damages, ten percent of the rental amount for the Term as set forth in article 6 below. For greater certainty, once Company takes possession of the Premises, the full rental amount as set forth in section 6 below shall become payable to Owner.

6. **Payment.** The Company agrees to pay as rental for the Premises the lump sum of _____ dollars (\$.00) for the duration of the Term and the lump sum of _____ dollars (\$.00) for each additional day thereafter. All charges are payable on completion of all work contemplated, unless specifically agreed to the contrary

7. **Use of Premises.** The undersigned agrees to allow the Company to place all necessary facilities and equipment including temporary sets on the Premises provided the Company shall remove same after completion of the work contemplated in this agreement and to leave the premises in as good condition or better as when entered on, including cleaning and sanitizing per Provincial guidelines, all reasonable wear and tear excepted. Signs on the Premises, if any, may be removed or changed and replaced upon completion of the Term at the discretion of the Company.

8. **Goods, Chattels and Effects.** The undersigned further grants to the Company the right to utilize the following goods, chattels and effects located on the Premises selected by the Company and generally described as follows excepting all documents both of a personal and business nature that may or may not be deemed confidential in nature. Their use is strictly prohibited both on camera and off camera. Specific items if applicable include are:
_____ .

9. **Exploitation.** The Owner agrees to allow the Company the right to exploit the resulting Production without limitation, in all manner and media of communication throughout the world, including but not limited to film or theatrical exhibition, all forms of television broadcast including but not limited to cable, closed circuit, satellite, the Internet, home video and compact audio-visual devices and other forms of electronic media, and the rights to license others to do the same, as follows:

- a) to represent the Premises under its proper title or such title desired by the Company and to represent the Premises as a real place or a fictional place according to the requirements of the Production;
- b) to incorporate or not incorporate such scenes taken on the Premises as required into the final version of the Production either as a sequence on their own, or preceded, interlaced, or followed by such other scenes as the Company may deem appropriate in its sole discretion;
- c) to exploit, exhibit and/or promote the resulting Production with or without the scenes photographed at the

Premises in any medium either now or hereafter devised in perpetuity worldwide without any restrictions whatsoever.

10. **Rights.** All rights of every kind in and to all photographs, still or moving, and recordings made by the Company on or about the Premises shall be and remain vested in the Company, its successors and assigns, and the Company shall own and have the right to use these photographs or recordings in any manner it may desire without limitation or restriction of any kind and without the payment of additional compensation for same. The expiry or termination of this Agreement for any reason shall not affect Company's sole and exclusive ownership of all rights granted to it under this Agreement or any warranty, representation, indemnity or other undertaking given by Owner under this Agreement.

11. **Indemnification.** The Company shall indemnify the owner from any damages or liability arising from injury to or death of any third party and for any damages to or destruction of property occurring during the Company's use of the Premises caused by the actions of the Company or any of its agents, contractors, employees or attendees. Company shall be held free from any and all claims or damages not reported to the Company in writing at its office address written below within five (5) business days of the Company vacating the Premises.

12. **Release from Claim.** The undersigned waives the right of any action against the Company or any other party arising out of any use of the photographs or sound recordings produced or arising from this Agreement, whether or not such use is or may claim to be defamatory, untrue or censorable in nature.

13. **Obligations.** The Company may at any time elect not to use the Premises for the purposes permitted upon written notice to the Owner to the office at the Premises, in which case the Company shall have the right to remove all of its sets, structures and other material and equipment from the Premises, if any, and neither party shall have any obligation hereunder, except to those costs already incurred or mutually agreed upon by the parties.

14. **Remedy.** The sole remedy available to the undersigned for any breach or alleged breach of this Agreement by the Company shall be limited to the right, if any, to recover monetary damages at law and the undersigned shall have no right to equitable or injunctive relief including the right to enjoin or restrain the development, production or exploitation of the Production.

15. **Owner/Agent.** The undersigned warrants that he/she is the owner or the agent for the owner of the Premises, that he/she is fully authorized to enter into this Agreement and that s/he has the right to grant to the Company the use of the Premises and all of the rights granted in this Agreement.

16. **Company/Agent.** The undersigned warrants that he/she is authorized to enter into this agreement.

17. **Entire Agreement.** This is the entire Agreement. No other authorization is necessary to enable the Company to use the Premises for the purposes contemplated herein. It will be carried out as governed by the laws of Ontario, Canada.

Accepted and agreed to this _____ day of _____, 20____.

AGENT/OWNER

COMPANY

Signature of Agent/Owner

Signature of Agent/Company

Print Name

Print Name

Address

Address

Telephone Number

Telephone Number

GST #/