Location Agreement (v4.1)

| Shoot Producer name | | |
|---------------------------------|----------------------|--|
| Location Owner name and address | | |
| Shoot date | Per-day Location Fee | |

The Location Owner undertakes to:

- 1. Acknowledge the Shoot Producer will be capturing media of nude model(s) in a sexualised context at The Location;
- 2. Have the legal right to allow the Shoot Producer to use The Location for commercial purposes;
- 3. Agree to the nominated per-day Location Fee for the use of The Location indicated on this Agreement, and provide their payment details promptly;
- 4. Inform the Shoot Producer of areas of The Location that may not be used for media content creation;
- 5. Provide uninterrupted access to The Location to the Shoot Producer between the agreed dates and times;
- 6. Provide privacy for the Shoot Producer and model(s) at The Location;
- 7. Notify the Shoot Producer of unacceptable mess or damage to The Location in less than 24 hours of the date on this Agreement;
 - a. Give the Shoot Producer reasonable time to make good mess and /or damage;
- 8. Disclaim expressly any right, title or interest in the media captured at The Location, including all copyright therein and;
 - a. Acknowledge that the Shoot Producer (and their business partners) have the unfettered right (without payment of further fee) to exhibit and license others to exhibit content created at The Location and to otherwise exploit in all media throughout the world all or any part of the media, in perpetuity.

If the Location Owner breaches any clause in this agreement, the Shoot Producer may not pay the agreed sum.

The **Shoot Producer** undertakes to;

- 1. Obtain explicit consent from the Location Owner for each shoot day that occurs at The Location;
- 2. Treat The Location, the residents and their property with professional respect and care;
- 3. Pay the agreed nominated Location Fee for the use of The Location, within three business days of the media being captured at The Location;
- 4. Not capture media in areas of The Location that the Location Owner has indicated are not suitable;
- 5. Keep secret from publication or dissemination personal details about the Location Owner, residents, The Location address, and any personal information about any residents of The Location;
 - a. Ensure any family pictures of the residents (for example, on walls or in frames) do not appear in media content created;
 - b. Maintain the residents' privacy by never opening drawers, computer files, bookmarks, bathroom cabinets, or similar areas generally considered to be private;
- 6. Maintain current insurances;
 - a. Public Liability to cover injury to any person while performing work at The Location;
 - b. To cover the cost of repairing any damage or mess created at The Location;
- 7. Pay for any breakages upon presentation of a tax invoice for the replacement item, if both parties have discussed the broken item within 24 hours of the date of this agreement;
- 8. Clean any mess created at The Location, or pay for mess to be cleaned at The Location, at a time suitable to the Location Owner, if both parties have discussed the messy area within 24 hours of the date of this Agreement.

If the Shoot Producer breaches any clause in this agreement, the Location Owner may ask for the Shoot Producer crew and models to leave immediately.

| | Location Owner | Shoot Producer |
|--------|----------------|----------------|
| Signed | | |