

LOCATION AGREEMENT

Project Producer _____ (“Producer”)
Project Title _____ (“Project”)
Filming Location Address _____ (“Property”)
Owner of Location _____ (“Property Owner”)
Filming Fee _____ (“Fee”)
Schedule for Filming _____

_____ (“Filming Schedule”)

This Location Agreement (“Agreement”) is made by and between the Property Owner, the Producer, and Columbia College Chicago (“Columbia”), an Illinois not-for-profit corporation located at 600 S. Michigan, Chicago, Illinois, 60605 (referred to collectively as “the Parties”).

1.) License. The Property Owner hereby grants the Producer and Columbia a license to exclusively occupy and use the Property (and the personal property contained therein) during the Filming Schedule in connection with the Project – the creation of a student film and any sequels and remakes (the “License”). The License includes, but is not limited to, the right to videotape, photograph, audio record, or make other audio/video captures of or on the Property (“Recordings”), and to bring cast, crew, cameras, lighting equipment, props, temporary sets, catering, and personnel effects onto the Property and to remove these materials after completion of the work. Columbia and the Property Owner may (but shall not be obligated to) record any signage on the Property, and to include such signage or to refer to the name of the Property in the Project. In connection with the Project, the Producer or Columbia may also refer to the Property or any part thereof by any fictitious name, may attribute fictitious events as occurring on the Property, and may create duplicates or recreations of the Property. The Property Owner acknowledges and understands that this Agreement does not require either the Producer or Columbia to depict the Property in any particular light, and that the Producer or Columbia may decide not to include or otherwise reference the Property in any manner in any resulting film, sequel, or remake made as part of the Project.

2.) Warranties & Representations. The Property Owner warrants and represents that: (a) it is the sole owner of the Property (or is a part owner, and has secured written consent from the other owner or owners to grant the rights provided herein), (b) it is fully authorized to enter into the Agreement, (c) it has not previously granted or encumbered the rights granted herein in any way, and (d) there are no latent or hidden defects or other material hazards within the Property, and that the Property is otherwise safe for the Project.

3.) Payment. The Producer shall Pay the Property Owner the Fee within (15) business days after the last date of the Filming Schedule. The Property Owner is not entitled to receive any other compensation of any kind for use of the Property or otherwise in connection with the Project and/or this Agreement.

4.) Damage to Property. By the end of the Filming Schedule, the Producer shall remove all items that he/she brought onto the Property in connection with the Project and restore the Property, as necessary and to the extent practicable, to the condition existing at the beginning of the Filming Schedule, excluding reasonable wear and tear. Columbia shall reimburse the Property Owner for the reasonable costs of repairing any damage to

the Property caused by Columbia or the Producer (excluding reasonable wear and tear), provided the Property Owner gives sufficiently-detailed, written notice of the ensuing damage (and the cost to repair such damage) to Columbia within fifteen (15) days of the conclusion of the Filming Schedule. Columbia shall have thirty (30) days after its receipt of such notice to reimburse Property Owner or to reasonably dispute such demand as unreasonable.

5.) Rights To Recordings. The Property Owner acknowledges and agrees that the Producer and/or Columbia (and each party' successors, heirs, and assigns) may use any Recordings, any printed matter in conjunction with such Recordings, and any recreations or duplicates of the Property, in whole or in part, in any and all media, whether now known or hereafter existing, in perpetuity, throughout the world, in connection with the Project (including, but not limited to, as part of any related, publicity, promotion, and merchandising). The Property Owner agrees further that the Producer and/or Columbia shall own any and all rights, titles, and interests in and to any Recordings, any printed matter in conjunction with such Recordings, any recreations or duplicates of the Property, and to any other components of the Project, including all copyrights therein and the full and unrestricted right to edit and modify such materials. The Property Owner waives all rights to inspect and approve any Recordings, any text accompanying such Recordings, any recreations or duplicates of the Property, or to any other component of the Project. In no event shall the Property Owner have the right to enjoin the development, production, distribution or exploitation of the Project or related activity.

6.) Property Owner's Release. The Property Owner releases, forever discharges, and holds harmless Producer, Columbia, Columbia's officers, Columbia's directors, Columbia's employees, Columbia's agents, and the aforementioned entities' and individuals' successors, heirs, and assignees, from any and all liability, losses, claims, damages, awards, or penalties of whatever kind or nature ("Liability"), either in law or in equity, for libel, defamation, invasion of privacy or otherwise, that arise from or are in anyway related to the Recordings, any printed matter in conjunction with such Recordings, any recreations or duplicates of the Property, or related otherwise to the Project or to this Agreement, except as provided to the contrary in Section 4 herein or to the extent that such Liability directly arises out of one or more of the Producer's or Columbia's negligent acts, negligent omissions, and willful misconduct.

7.) Producer and Columbia's Release. The Producer and Columbia release, forever discharge, and hold harmless the Property Owner from any and all Liability, either in law or in equity, that arises from or is in anyway related to the Project, except and to the extent that such Liability directly arises out of one of more of the Property Owner's breach of this Agreement (including, but not limited to, any warranty or representation contained herein), the Property's Owner's negligent acts, the Property Owner's negligent omissions, and the Property Owner's willful misconduct.

8.) Force Majeure & Rescheduling. No Party shall be responsible for failure to perform the Agreement if circumstances beyond its control (including but not limited to: acts of God, hurricanes, floods, epidemic or pandemic, strikes, work stoppages, or other labor disturbances, governmental authority, or declared war in the United States) make it illegal or impossible to perform. If because of an aforementioned occurrence, illness of actors, directors or other essential artists and crew, or defective film or equipment, the Producer or Columbia is unable to use the Property as provided herein at any point during the Filming Schedule, the parties shall use good faith efforts to arrange for a mutually agreeable alternative date or dates. If the parties are unable to agree to an alternative date or dates for the Project, the Agreement will terminate and neither party shall have any further obligations to perform.

8.) Miscellaneous. No tenancy, partnership, joint venture, agency, fiduciary or other relationship is created. Neither party may order any goods nor services, incur any indebtedness, or enter into any obligation or commitment on the other party's behalf. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, and the parties shall use Cook County as the venue for any disputes arising from or in connection with this Agreement. This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written and oral agreements. This Agreement may only be amended, modified, or waived by written instrument signed by both parties. The Property Owner may not subcontract, assign, or otherwise transfer the Agreement or any obligations thereunder without the prior written consent of the Producer and Columbia. Any assignment attempted to be made in violation of the Agreement shall be void. If any provision of the Agreement is invalid or unenforceable under any statute or rule of law, the provision is to that extent to be deemed omitted, and the remaining provisions shall not be affected in any way. No waiver by one party of any breach by the other party of any of the provisions of the Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same agreement. The individuals signing below each hereby represent and warrant that he or she is duly authorized

to execute and deliver the Agreement on behalf of the entity for which he or she has signed and that the Agreement is binding upon such parties in accordance with its terms.

Producer

By _____

Date _____

Columbia College Chicago

By _____

Its _____

Date _____

Property Owner

By _____

Its _____

Date _____