

## LOCATION AGREEMENT

“( \_\_\_\_\_ )”  
Name of Project

This Agreement (“Agreement”) is entered into as of \_\_\_\_\_, by  
and between \_\_\_\_\_ (“Company”) and  
\_\_\_\_\_ (“Grantor”).

1. IDENTITY OF LOCATION. Grantor hereby agrees to permit Company to use the property located at \_\_\_\_\_ in connection with the Music Video currently entitled “ \_\_\_\_\_ ” (the “Picture”) for rehearsing, photographing, filming and recording scenes and sounds for the Music Video. Company and its licensees, sponsors, assigns and successors may exhibit, advertise and promote the Music Video or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and/or any related logo(s) and trademark(s), and whether or not the Property and/or any related logo(s) and trademark(s) is identified, in any and all media now know or hereafter devised in all countries of the world throughout the universe and in perpetuity.

2. RIGHT OF ACCESS. Company shall have the right to bring personnel and equipment (including props and temporary sets) onto the Property and to remove same after completion of its use of the Property hereunder. Company shall have the right, but not the obligation, to photograph, film and use in the Music Video the actual name, if any, and/or any related logo(s) and trademark(s) connected with the Property, or any other name for the Property. If Company depicts the interior(s) of any structures located on the Property, Grantor agrees that Company shall not be required to depict such interior(s) in any particular manner in the Music Video.

3. ALTERATIONS TO PROPERTY. Company hereby agrees that (with Grantor’s permission) if it becomes necessary to change, alter, or rearrange any equipment on the Property belonging to Grantor, or the appearance of the Property belonging to the Grantor, Company shall return and restore said equipment to its original place and condition, or repair it, if necessary, and, if applicable, restore the appearance of the Property to its original condition.

4. GRANTOR’S REPRESENTATIONS AND WARRANTIES. Grantor warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by it herein. Grantor agrees to indemnify, defend, and hold harmless Company from and against any and all claims relating to breach of its aforesaid warranty. Company agrees to indemnify Grantor from and against any and all liabilities, damages, and claims of third parties arising from Company’s use of the Property, unless such liabilities, damages, or claims arise from Grantor’s breach of any of Grantor’s warranties as set forth herein, and from any physical damage to the Property proximately caused by Company or any of its representatives, employees, or agents.

5. RELEASE. Grantor releases and discharges Company, volunteer cast and crew, The MUSIC VIDEO JAMS Inland Northwest Festival, its organizers or sponsors, licensees, successors and assigns from any and all claims, demands or causes of action that Grantor may now have, or may later have, including without limitation, with respect to libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any use of the rights granted herein.

6. INDEMNITY. Company hereby agrees to defend, indemnify and hold harmless Grantor from and against any liability, penalty, interest, loss, claim, demand, cost (including reasonable outside attorney fees), or expense resulting from Company's use of the Property which does not relate to or result of Grantor's or any of the Grantor's employees', independent contractors', invitees', vendors' and/or agents' gross negligence or willful misconduct.

7. ASSIGNMENT/LENDING. Company may assign this Agreement, in whole or in part, at any time to any party for the purpose of advertising and exploiting of the MUSIC VIDEO JAMS FILM FESTIVAL (MVJS), its organizers or sponsors and events created in the future on the behalf of the organizers of MUSIC VIDEO JAMS and the Music Video created, as a submission of the foresaid festival or as submission to any future film festivals not connected to the MUSIC VIDEO JAMS.

Grantor may not assign all or any of Grantor's rights and/or obligations hereunder.

The undersigned represents that he/she is empowered to execute this Agreement for Grantor.

IN WITNESS WHEREOF, the parties have hereunto set their names and signatures as of the date first mentioned above.

By \_\_\_\_\_

Its \_\_\_\_\_

An Authorized Signatory

\_\_\_\_\_  
The Music Video

By \_\_\_\_\_

Its \_\_\_\_\_