

Genero Media Pty Ltd
Release Form – Location

1. Parties and Definitions

- 1.1.** In this Agreement made between Creator and Owner:
“Creator” as named below, includes all contractors, employees, agents, successors, assignees, licensees and nominees;
“Location Owner” or “Owner” is as named below;
“Video” means the video provisionally titled (as named below against the Brief or Production title) to be produced by the Creator;
“Location” means the property located at address named below; and
“Period” means the start and end dates and times of filming named below.

2. Grant of Rights and Release

- 2.1.** The Owner grants the Creator the right to:
- 2.1.1.** use the Location for the purpose of rehearsing, photographing, filming, and recording scenes (interior and/or exterior) during the agreed Period, for the Video, and to incorporate the Location in the Video, in perpetuity;
 - 2.1.2.** refer to the Location by any name and attribute any events as occurring at the Location, whether fictitious or not, in perpetuity; and
 - 2.1.3.** exhibit, advertise, promote and exploit the Video or any part of it in all media throughout the world and to permit third parties to do the same, in perpetuity.
- 2.2.** The Owner releases the Creator from and against all actions, proceedings, claims and demands for damages, loss of profit, costs, interest, injunctive relief or other remedies arising from the inclusion of the Location in the Video and exploitation of the Video.
- 2.3.** The Owner acknowledges that the Creator is the sole owner of the copyright in the Video and in any photographs, sound recordings or film made at the Location, and is entitled to deal with and exploit these materials without restriction. The Owner hereby releases the Creator from any claim it may have in this respect.
- 2.4.** The Creator may assign or sublicense this Agreement or any of its rights under this Agreement to any third party in its sole discretion, subject to the Creator remaining primarily liable for its obligations hereunder.
- 2.5.** The Creator is not obliged to include the Location in the Video.

3. Access to Location

- 3.1.** The Creator will be entitled to access the Location on a non-exclusive basis during the Period.
- 3.2.** The Owner will not unreasonably withhold its consent to the Creator extending the Period if production of the Video is delayed for any reason, including weather.
- 3.3.** If the Creator wishes to film or photograph retakes or additional scenes at any time within 12 months of the expiry of the Period, the Creator will be given access to the Location (for another mutually agreed period) as required on the same terms as set out in this Agreement.

4. Rights of Creator

- 4.1.** The Creator will have the right to the use of the Location as necessary for the production of the Video including, without limitation but acting reasonably, the following:
- 4.1.1.** to bring onto the Location all personnel, vehicles and equipment as the Creator may require during the Period;
 - 4.1.2.** to control admission of personnel, vehicles and equipment onto the Location during the Period;
 - 4.1.3.** erect sets, signs, lighting, camera platforms and other structures; and
 - 4.1.4.** to depict the exteriors and interiors of the Location in any manner the Creator sees fit.

5. Loss or Damage

- 5.1.** The Creator agrees to:
- 5.1.1.** repair and restore to its original condition (excepting reasonable wear and tear) the Location and any equipment or materials on the Location which are damaged by the Creator or its employees, contractors or personnel during the Period;
 - 5.1.2.** remove all materials and equipment used by it from the Location at the expiration of the Period; and
 - 5.1.3.** indemnify the Owner against any and all liability to any third party arising as a result of the use of the Location by the Creator, other than as a result of the Owner's breach of Clause 6; provided that
- the Owner will notify the Creator in writing of any loss or damage to the Location within fourteen days of the end of the Period, and will allow the Creator and its representatives reasonable access to the Location to assess and rectify such loss or damage. Failure by the Owner to give such notice to the Creator will relieve the Creator of all liability in respect of any claimed loss or damage.

6. Warranties

- 6.1.** The Owner warrants that:
- 6.1.1.** the Owner is the owner and proprietor of the Location and has the authority to enter into this Agreement, and that the consent of no other party is required;
 - 6.1.2.** that there are no restrictions which prevent the Owner from granting the rights granted to the Creator under this Agreement;

- 6.1.3. it will ensure that no act or omission by the Owner or its officers, employees or contractors will interfere with the production of the Video, and will use its best endeavours to ensure that no acts or omissions of third parties do so; and
- 6.1.4. that the use of the Location in accordance with this Agreement does not and will not infringe the rights of any third party.
- 6.2. The Creator warrants that it will:
 - 6.2.1. obtain all necessary permits and comply with all laws and regulations applicable to its activities at the Location under this Agreement;
 - 6.2.2. provide and maintain public liability insurance with minimum insurance limits of [\$10,000,000], including coverage endorsements for personal injury and property damage; and
 - 6.2.3. provide and maintain workers' compensation insurance policies with a reputable insurer in respect of its employees and contractors as required by law.
- 6.3. Each party agrees to indemnify the other party, in respect of any breach of these warranties given by the first-mentioned party under this clause.

7. Remedies of the Owner

- 7.1. The remedies of the Owner in respect of this Agreement are limited to the right to recover damages at law. Under no circumstances is the Owner entitled to:
 - 7.1.1. seek an injunction against the Creator and/or any third party or to restrain the use of the Location in the production, distribution or exploitation of the Video; or
 - 7.1.2. a reversion of the rights granted to the Creator pursuant to this Agreement.

8. General

- 8.1. This Agreement constitutes the entire agreement between the parties relating to the matters set out in this Agreement and cannot be altered except in writing signed by both parties and approved by Genero.
- 8.2. The parties enter this Agreement as independent contractors and not as employer and employee, principal and agent, lessor and lessee, partners or in any other capacity.
- 8.3. The warranties and indemnities contained in this Agreement are continuing obligations and will survive the termination of this Agreement.
- 8.4. Owner acknowledges that Owner may have access to information relating to the Video and/or the Creator that is confidential. Owner must not disclose such information to any person unless the information is in the public domain or Owner is required to do so by applicable law.

EXECUTED as an Agreement.

Video (Brief / Production name):

Period (insert start and end dates/times of filming):

Location (insert address of location):

Name of Location Owner (if Owner is an individual):

Company and Name of representative of Location Owner (if Owner is a company):

Email & Physical Address of Location Owner:

Signature of Location Owner or representative:

Date:

Name of Creator:

Address of Creator:

Company Name and Number of Creator (if applicable):

Signature of Creator:

Date:

Important reminder to Creator: You warrant that you have sighted original documents (eg. government ID, driver license, company records, etc.) for identity verification as required.
