

LOCATION AGREEMENT

This Agreement is made this ____ day of ____, _____ (the "Agreement"), between Floyd County, Georgia, a political subdivison of the State of Georgia ("Owner") at _____, Rome, Georgia, and _____ ("Producer"), at _____ . Owner and Producer are collectively referred to herein as the "Parties. "

1. GRANT. For the term specified in Paragraph 2 below, and any extensions thereof, Owner hereby grants to Producer, its affiliates, successors, assigns, licensees, employees, representatives, independent contractors and suppliers (all of whom are included in the term "Producer"), the right to enter upon the property situated at _____, Rome, Georgia ("Property") to bring equipment hereon, to erect thereon temporary motion picture structures and sets in order to use the Property for the purpose of making still and motion pictures, commercials, trailers, and soundtrack recordings (individually and collectively, "Recordings") in connection with the production currently entitled _____ ("Production").

2. TERM/PAYMENT. Producer may use the Property as reasonably necessary for the photography and recording of the Production commencing on or about _____, and continuing until approximately _____ ("Term"). As consideration in full for the use of the Property, Producer agrees to pay Owner the total sum of \$0 for the days which Producer actually uses the Property, such sum to be payable prior to commencement of the Term and broken down as follows:

Date(s)			Shoot Days at	\$	0	=\$	0
Date(s)			Shoot Days at	\$		=\$	
Date(s)			Shoot Days at	\$		=\$	

3. DESCRIPTION. The use of the Property granted to Producer by Owner includes, without limitation, all interior and exterior areas of the Property, furniture and fixtures located on or about the Property, the names, logos and verbiage contained on any signs and the use of utilities.

4. OPTIONS. At any time within 6 months from the date upon which the Term ended and following not less than 5 days advance written notice to Owner, Producer may re-enter the Property for such period as may be reasonably necessary to photograph retakes or added scenes, subject to Producer's payment of additional money computed and payable on the basis specified in Paragraph 2. In addition, if Producer desires to make subsequent use of the Property in connection with the Production, Owner hereby grants Producer an option for such use subject to the mutual agreement of the Parties concerning the dates of use. The compensation for such use shall be computed and payable on the basis specified in Paragraph 2.

5. PROTECTION AND RESTORATION OF PROPERTY. Producer agrees to repair damage to the Property caused by the conduct of Producer, and to leave the Property in as good a condition as when entered upon by Producer, reasonable wear and tear excepted. Producer shall remove from the Property all equipment and temporary sets and other materials placed thereon by Producer. If there is a dispute as to whether Producer has repaired any damages to the Property caused by Producer, Owner must first deliver to Producer a detailed list of those items which have not been repaired and provide Producer with a reasonable opportunity to inspect the Property to determine the need for further repairs, if any.

6. RIGHTS. Producer, its successors, assigns and licensees shall be and remain the sole owner of all Recordings and Producer shall have all rights, without limitation, perpetually and irrevocably in all media and technology now known or hereafter devised, throughout the universe, to use and reuse said Recordings in connection with any productions as Producer shall elect. Producer's rights shall include the right to refer to the Property by its correct name or any fictitious name, the right to articulate fictitious events as occurring on the Property, and the right to replicate the Property and use such replication in Producer's sole discretion. Neither Owner nor any other party now or hereafter claiming an interest in the Property or interest through Owner shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of the Recordings, whether such use is or is claimed to be defamatory, untrue or censurable in nature.

7. USAGE. Owner may not terminate or rescind the permission granted to Producer hereunder. In the event of any claim by Owner against Producer, whether or not material, Owner shall be limited to Owner's remedy at law for damages, if any, and Owner shall not be entitled to enjoin, restrain or interfere with the filming, broadcast, exhibition, distribution or other exploitation of any of Producer's audio-visual works, including but not limited to the Production, or any of Producer's rights hereunder.

8. INDEMNIFICATION. Producer agrees to indemnify and hold harmless Owner, its agents, employees and elected officers from any and all liability, damages or costs, including attorneys' fees, that Owner, its agents, employees and elected officers may incur arising out of injuries to person and damage to property (reasonable wear and tear excepted) caused solely or in part by any negligent or willful act by Producer, its agents or employees in connection with Producer's activities on the Property.

9. INSURANCE. At its own expense and at all times during the term hereof, Producer shall procure and maintain insurance that fully covers the risks and indemnity obligations assumed by Producer, including general liability and property damage insurance.

10. WARRANTIES. Owner warrants, represents and agrees that Owner is fully authorized to enter into this Agreement and has the right to grant to Producer the use of the Property as described herein and to grant each of the rights herein granted.

11. FORCE MAJEURE: If because of illness of actors, director, or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Property by Producer, Producer shall have the right, at Producer's election to (a) suspend and/or extend the Term so that Producer may use the Property at a later date to be mutually agreed upon by the Parties, or (b) terminate the Agreement.

12. CONFIDENTIALITY. Owner agrees to keep and retain in the strictest confidence all information and materials disclosed to or obtained by Owner concerning or relating to the Production and/or Producer.

13. GOVERNING LAW. This Agreement and shall be governed by and construed in accordance with the laws of the State of Georgia without regard to conflicts of law principles thereof. Except as may otherwise be set forth herein, the parties hereto specifically consent to the exclusive jurisdiction of the courts (including federal courts sitting therein) of the State of Georgia, Floyd County U.S.A. for the purposes of instituting or maintaining any action or proceeding arising from or in connection with this Agreement.

14. SPECIAL PROVISIONS. _____

_____.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date set forth above.

FLOYD COUNTY ("Owner")

BY: _____
Its _____
Federal I.D. # _____
Social Security # _____

_____ ("Producer")

BY: _____
Its _____

NOTE: If agent signs on Owner's behalf please complete the following:

I, _____, warrant and represent that I am the authorized agent and representative of the above named Owner of the Property, and I have been expressly authorized to Owner to license Producer to use the Property and grant to Producer all the rights granted to Producer under this Agreement, and I have, by my signature above, bound Owner to the terms and conditions of this Agreement.

Signature of Agent for Owner

Print Name of Agent

Agent's Address:

Agent's Telephone Number: _____