



City of New Castle, Delaware

LOCATION AGREEMENT
(Granting Revocable License to Temporarily Use Property)

THIS LOCATION AGREEMENT (this "Agreement"), is made this ____ day of _____ 20____, by and between/among _____ (hereinafter collectively referred to as "Licensee") and _____, having an address at _____, New Castle, DE 19720 (hereinafter referred to as "Licensor").

WITNESSETH:

WHEREAS, Licensor is the owner of a certain lot(s), piece(s) or parcel(s) of land, with improvements thereon as the case may be, known as _____ and situated at _____, New Castle, DE 19720 (collectively, the "Premises"); and

WHEREAS, Licensee desires to temporarily use the Premises for the purpose of conducting therein and thereon: the usual business and activities involved with the filming and production of a motion picture, and in the use thereof, agrees specifically to be bound by such reasonable rules and regulations as have been and may be formulated and imposed by Licensor and/or the City of New Castle, Delaware respecting the use of said Premises for such purposes and generally as the case may be.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Licensor hereby grants to Licensee a temporary, revocable, non-exclusive, non-transferable license (the "License") to enter upon and use the Premises, subject to the following terms and conditions:

1. The undersigned Licensor as owner of the Premises (or as agent for such owner) irrevocably grants to Licensee, and any employee or authorized agent of Licensee, the temporary, revocable right to enter upon, use and photograph (including without limitation by means of motion picture, still or video device photography) both the real and personal property located at the Premises, in any reasonable manner whatsoever, together with any name connected with the Premises and any signs thereon, including the right to photograph, record and use any logos and verbiage contained on the Premises, the right to refer to the Premises or any part thereof by any fictitious name, and the right to attribute any fictitious events as occurring on the Premises, together with reasonable access to and egress from said premises with Licensee's personnel and equipment for the purpose of erecting and maintaining temporary motion picture sets and structures (to the extent required by Licensee), and of photographing said premises, sets and

structures and/or recording sound for such motion picture scenes as Licensee may reasonably desire.

2. Licensor warrants that he/she/it is the owner (or the agent for the owner) of the Premises, that Licensor is fully authorized to enter into this Agreement and has the authority to grant Licensee the use of said premises and each and all the rights herein granted.
3. Licensee may enter upon the Premises on or about _____ and may continue in its use of the Premises until the completion of all photographing and recording for which Licensee may reasonably desire the use of said premises, estimated to require no more than _____. Filming is currently scheduled for the ___ day of _____ 20____.
4. Licensee agrees to pay a location and use fee as set forth in the City of New Castle Filming Guidelines, a copy which is attached hereto as Exhibit A and made a part hereof. One half (1/2) of the estimated charges shall be payable within ten (10) days of the full execution of this Agreement, and the remainder promptly upon termination of the use contemplated hereunder. Licensee may at any time elect not to use the Premises in which case Licensee shall be entitled to a refund of any monies paid less per diem expenses of Licensor.
5. In the event Licensee desires to photograph retakes or other scenes, Licensee may, following reasonable written notice duly and timely delivered to Licensor at the address provided above, re-enter upon and use said premises for such period as may be reasonably necessary therefor, commencing at any time within eighteen (18) months after completion of principal photography at the Premises, and in such event the aforesaid location and use rate shall apply. The schedule for any such additional photography shall be mutually agreed upon in advance in writing.
6. Upon cessation of Licensee's use or earlier termination of this license by Licensor pursuant to rights hereunder, Licensee shall promptly remove all rubbish and refuse matter from the Premises, and leave said premises in good order and repair, in the same condition as when Licensee first entered upon it, excepting reasonable wear and tear in the use of said premises for the purposes herein permitted; and Licensee shall have the right to remove all of its sets, structures and other material and equipment from said premises, and shall do so promptly.
7. Licensee shall defend, indemnify and hold harmless Licensor from and against any and all claims, actions, losses, costs, damages, liabilities and expenses (including reasonable attorney's fees and court costs) arising out of or in connection with the Licensee's use of the Premises or Licensee's exercise of any other rights under this Agreement. In the event Licensor shall be made a party to any litigation arising out of Licensee's or any other party's use of the Premises or the exercise of any other rights under this Agreement, except to the extent that the liability of Licensor is adjudged, Licensee shall protect, defend and hold Licensor harmless therefrom and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by or on behalf of Licensor in connection with such litigation.

8. All rights of every kind in and to all photography and sound recordings made pursuant to this Agreement shall be solely owned in perpetuity by Licensee and its successors, and neither Licensor nor any tenant or other party now or hereafter having an interest in the Premises shall have any right of action, including without limitation any right to injunctive relief against Licensee or its successors arising out of any legal use or non-use of said photography and/or sound recordings.
9. Licensor hereby irrevocably grants to Licensee and its successors the right, in perpetuity, throughout the world, to duplicate and recreate all or a portion of said premises and to legally use the same in any media and/or manner known or unknown, including without limitation in, and in connection with any motion picture, theme park, motion picture studio tour, and/or merchandise in connection with any of the foregoing and/or in connection with any publicity, promotion and/or advertising of same.
10. Neither Licensee, nor any successor(s) in interest, shall be obligated to make any actual use of any photography, recordings, depictions or other references to the premises hereunder in any motion picture or otherwise.
11. The terms and conditions of the City of New Castle Filming Guidelines are incorporated in this Agreement as if fully set forth herein and the parties to this Agreement agree to be bound by them except as follows: _____.
12. To the extent it is necessary and/or prudent given the nature of the Premises and its use hereunder, a traffic and parking plan is attached hereto as Exhibit B and made a part hereof. It indicates areas of restricted traffic including timing of restrictions, and provides a parking plan for production vehicles, support staff vehicles and, as applicable, residents' vehicles. Any proposed changes to the attached plan shall be submitted to the City of New Castle for approval no less than seventy-two (72) hours prior to planned implementation of the change(s).
13. The parties hereto acknowledge that this Agreement constitutes a revocable license, that this Agreement does not create a lease nor any right to the possession of the Premises, nor does it create any estate or interest in the Premises or any real property. Licensor reserves the right to at any time terminate the permission hereby granted, by providing Licensee at least two (2) days written notice of such termination, except that Licensor may, at its election, terminate the permission forthwith at any time if Licensee shall fail to comply with or abide by each and all of the provisions hereof or keep all and singular Licensee's covenants herein.
14. Licensee stipulates and agrees that any expenditure of money made in reliance upon this Agreement was done at Licensee's own peril and with the full and complete understanding that this Agreement was and remains terminable by Licensor.

15. All operations and activities on the Premises shall be conducted by Licensee at its own risk and expense. In the event that a permit needs to be secured from State of Delaware, New Castle County, the City of New Castle, or any other governmental department or agency for the privilege of conducting the desired use, Licensee shall be responsible to obtain and pay for such permit. Licensee shall conduct its operations and activities in a businesslike and responsible manner and shall not engage in or permit any conduct or activity on the Premises that would damage the Premises or any part thereof or injure or tarnish the good name and reputation of Licensor. Licensee shall at all times supervise its activities on the Premises. Licensor shall have no liability for loss or damage to Licensee's property unless such loss or damage is directly due to Licensor's willful misconduct or gross negligence.
16. Licensee may not assign this Agreement or the license granted hereby without the prior written consent of Licensor, which consent may be withheld by Licensor in its sole and absolute discretion. Unless Licensor otherwise agrees in writing, Licensor's consent to any such assignment as aforesaid shall not be construed to release Licensee from any of its obligations hereunder.
17. During the term of this Agreement, Licensee shall, at its sole cost and expense, insure against liability for personal injury, death or property damage sustained in connection with or arising out of Licensee's entry upon, occupancy or use of the Premises, including without limitation public liability insurance and workman's compensation insurance, providing evidence of such coverage to Licensor upon request. Licensee shall have the right to self-insure to fulfill this insurance requirement, whereupon Licensee shall deliver to Licensor a certificate of such insurance upon Licensor's request.
18. This Agreement shall not be modified, changed or supplemented, nor may any obligations hereunder be waived, except by written instruments signed by all parties hereto.
19. Nothing herein contained shall be construed between the parties hereto as establishing a landlord/tenant relationship, and in the event Licensee fails to fully vacate the Premises, Licensee agrees that Licensor shall have the right to remove and dispose of Licensee's personal property without any liability accruing to Licensor for any damage resulting from such removal. The terms of this Agreement shall be binding upon and inure to the benefit of the parties as well as their respective heirs, representatives, successors and assigns, as the case may be, and the obligations of Licensee hereunder shall survive the termination of this Agreement. Nothing contained in this section shall be deemed to allow any assignment of this Agreement or the license otherwise than as provided in Section 16 of this Agreement.
20. This Agreement shall be governed by and construed under the laws of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

LICENSEE:

Name of Filmmaker or Production Company (and name of its signatory)

Signature of Filmmaker or Authorized Signature on behalf of Production Company

Date

Name of Filmmaker or Production Company (and name of its signatory)

Signature of Filmmaker or Authorized Signature on behalf of Production Company

Date

LICENSOR:

Name of Individual Owner or Entity Owner (and name of its signatory)

Signature of Individual Owner or Authorized Signature on behalf of Entity Owner

Date

Name of Individual Owner or Entity Owner (and name of its signatory)

Signature of Individual Owner or Authorized Signature on behalf of Entity Owner

Date

EXHIBIT A

City of New Castle Filming Guidelines

EXHIBIT B

Traffic and Parking Plan

[as applicable]