

Location Use Agreement

[_____] (“Client”) operates in a building located at [_____] in [_____] (“Building”).

The user named below (“User”) wishes to film or carry out similar activities at the Building, on the basis set out in this Location Use Agreement (“Agreement”).

User information	Name of User	
Contact Information	User Phone number: Email address: Address: City, State, Zip:	Client Phone number: Email address: Address: City, State, Zip:
Production type	<input type="checkbox"/> Feature film/video <input type="checkbox"/> Still Photography <input type="checkbox"/> TV Series/Movie/Pilot <input type="checkbox"/> TV Commercial <input type="checkbox"/> Documentary/Educational <input type="checkbox"/> Digital <input type="checkbox"/> Other Brief description: The film or other work is referred to as the “Production.”	
Dates	Start date:	End date:
Authorized Location and exhibits	The location for use is referred to as the “Authorized Location.”	
Crew size and nature		

Note: This document does not reflect or constitute legal advice. This is a sample made available by the Organizations and Transactions Clinic at Stanford Law School on the basis set out at nonprofitdocuments.law.stanford.edu. Your use of this document does not create an attorney-client relationship with the Clinic or any of its lawyers or students.

Equipment	<p>(indicate nature, size, weight, or length as appropriate)</p> <p>User will provide Client with a final production schedule and list of equipment and props no later than ten days prior to User's first day at the Building. User may not use any equipment or props not approved by Client.</p>
Services provided by Client (if any)	(describe any additional services)
Fees	In consideration of such access and services, User will pay Client a non-refundable fee of \$[FEE], due and payable in full no later than five (5) business days prior to User's first day at the Building.
Insurance	<p>Prior to commencing its use of the Authorized Location, User will obtain, and furnish Client with evidence of, the following types of insurance:</p> <p>User will also obtain other insurance coverages that are reasonable based on User's operations.</p>

This Agreement, which consists of this form (called "Plan") and the attached terms and conditions, creates a legal contract. By signing below, Client and User each confirm that it understands and agrees to the terms of this Agreement.

[CLIENT]

[NAME OF USER]

Signature

Signature

Name

Name

Title

Title

Date

Date

Terms and Conditions

1. Use

1.1 Use

User may use the Authorized Location solely for filming, videography, and photography in connection with the Production.

1.2 Timeframe

User may use the Authorized Location solely during the period and during the hours stated in the Plan. Any adjustments in timeframe or operating hours based on weather conditions, changes in production schedule, or other factors require prior written approval of Client.

1.3 Limited Use

User will not use the Building for any activities not expressly contemplated by this Agreement. User will not be entitled to, and will not, use any parts of the Building other than the Authorized Location. User will not interfere with the normal operations and activities at the Building, including, without limitation, the arrival and departure of Client visitors.

1.4 No Alterations

User will not make any alterations, additions, or improvements to the Authorized Location, including erecting structures or attaching items to walls or ceilings, without, in each case, Client's prior written approval. For clarity, User may not hang back drops inside galleries, tape or pin into walls, or touch exhibited objects.

1.5 No Preparation Obligation

Client has no obligation to make any alterations or improvements to the Building for User.

1.6 Inspection

Client may enter the Authorized Location at any time to inspect User's use of the space or to carry out repairs.

2. Production Activities

2.1 Responsibility

User will have sole responsibility for the planning, management, and carrying out of its operations at the Authorized Location. User will be responsible for its own lighting, equipment, supplies, and labor, and for paying all of its own expenses. Client will provide User only such assistance as may be set out in the Plan.

2.2 Care

User will conduct its activities in a professional manner and with due care. User will not damage the Building or create waste or a nuisance. User acknowledges that Client holds artistic, historical, and other objects and materials having considerable

value. User will take due care when in the presence of such objects and materials.

2.3 Safety

User will carry out its activities in a safe manner that does not create an undue risk of injury or illness to others present in or near the Building. User will not bring, keep, store, or generate any hazardous materials in or about the Building.

2.4 Client Staff Presence

User and User's staff, contractors, subcontractors, other collaborators, and guests (together, "User Parties") must at all times be accompanied by an Client staff member and will not enter any areas of the Building except when so accompanied. User will promptly address to Client's satisfaction any concerns expressed by Client relating to User's activities in the Building.

2.5 Filming Artworks and other Objects

If User will photograph or film artworks or other objects in the Building, User will comply with the guidelines attached as **Exhibit A**.

2.6 Filming on Sidewalks

Any filming on the sidewalks surrounding Client are under the auspices of [_____]. User is responsible for understanding approval requirements and obtaining any needed permits or other approvals.

2.7 No Drones

User may not operate any drones, unmanned aircraft/flying systems, or remotely controlled or radio-controlled flying machines (whether or not motorized), of any type, shape, or size, at any time in the vicinity of or on the Building without, in each case, Client's prior written approval.

2.8 Compliance with Law

User will comply with all applicable laws in carrying out its activities. User obtain all necessary permits, approvals, and licenses at User's own expense.

3. Conduct

3.1 Interaction with Youth

User will respect appropriate physical and emotional boundaries in any interaction Contractor may have with children and youth present in Client's facilities.

3.3 Building Policies

Except as may be set out in the Plan, User will comply with Client's security, conduct, and other Building use policies.

3.4 User Parties

User is responsible for ensuring compliance with this Agreement by User Parties including, without limitation, compliance with Client requests and

security requirements. The actions of such persons will be the responsibility of, and attributable to, User, in applying and enforcing this Agreement.

3.5 Removal from Building

Client may require the immediate departure of User or any User Parties from the Building if Client determines such person is not acting in compliance with this Agreement.

4. Permissions and Ownership

4.1 Consents from Individuals

User may not publish, exhibit, display, or otherwise use, in the Production or otherwise, any picture of any Client staff or visitor, without first obtaining a written consent and release, in a form satisfactory to Client and which benefits Client, from such person. User will provide copies of such consents upon Client's request.

4.2 Rights and Permissions

User will be responsible for obtaining all other necessary rights and permissions for the Production. User understands that certain artworks and other objects in the Building in the Client may be protected by copyright, trademark, right of publicity, or related interests not owned by Client. User will be responsible for determining whether any such rights exist and for obtaining necessary permissions. User will undertake any filming or photography of such objects at its own risk.

4.3 Ownership

User will own all right, title, and interest in the Production, including, without limitation, all copyright and other intellectual property rights. In cases in which Client's or third parties' intellectual property, including artworks or other objects on display at Client, are depicted in the Production, User's ownership in the Production will be subject to the intellectual property rights of Client and such third parties.

4.4 Limited Use

Notwithstanding any other provision of this Agreement, User may not use photographs or footage made in the Building for any purpose other than the Production, without obtaining Client's prior written approval.

4.5 Client Name and Logos

Except as expressly contemplated by Section 5.1, Producer may not use the name "[Client]" or any logos of Client (together, "Client Marks") in the Production or in any promotional, advertising, or other material, or in any website, press release, or other public communication, without obtaining Client's prior written approval.

4.6 Understandings Regarding Use

Neither use of the Building for the Production or consent by Client to User's use of Client Marks constitutes an acknowledgment or approval by Client of the content of the Production, or an indication of participation by Client in, or responsibility of Client for, the Production, or any promotional, presentation, or other activities relating to the Production.

4.7 Understandings Regarding Client Marks

User will not use Client Marks in any manner that: (a) suggests or implies endorsement of User by Client or a relationship other than the relationship established by this Agreement or (b) otherwise misrepresents the relationship with Client. User will cease use of Client's name and marks promptly upon written request by Client, including, without limitation, in the credits to the Production. For clarity, User's rights to use Client's name and logo are non-exclusive, non-transferable, non-sublicensable, and revocable. User acknowledges that (a) it has no interest in Client's logo other than the license granted under this Agreement and (b) Client will remain the sole owner of all rights in its logo. User will comply with reasonable trademark use guidelines that Client may provide.

5. Credit and Promotion

5.1 Credit

User will include the phrase "[_____]," or such other language as Client may reasonably request, in the credits of the Production if the Production includes footage or photographs made at the Building. User will provide photo credits to Client where possible when using or submitting images for publication in print, website, social media, or other venues. User will provide copies of or links to such credits to Client upon Client's request.

5.2 Copy of Production

User will give Client a free high-resolution copy of the finished Production when it is released to the public, in a format reasonably acceptable to Client. User grants Client a royalty-free, perpetual license to use such copy as Client determines for archival, educational, website, and other purposes consistent with its mission.

5.3 Media Release

User understands that Client may film, photograph, and interview User while User is at the Building. Client may use such recordings for archival and, after release of the Production, educational and promotional purposes. User will not be entitled to approve or receive any payment from Client for any such use.

6. Acknowledgements

6.1 Relationship

Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between User and Client for any purpose. This Agreement is not an exclusive arrangement. Client is free to allow others to film, photograph, record, and otherwise use the Building, including, without limitation, those producing works that may be similar to or competitive with, or provide a different viewpoint than, the Production.

6.2 No Representations

User acknowledges that Client is not making any representations, warranties, promises, or guarantees of any kind about the quality, condition, or suitability of the Authorized Location or any materials within the Authorized Location for the Production. Client will make the Authorized Location available to User strictly in its present "as-is" and "with all faults" condition. User acknowledges that it has made its own independent evaluation in deciding to use the Authorized Location.

6.3 Others at Building

User acknowledges that Client does not control, and is not liable for, the conduct of visitors, Users, and other third parties at or near the Building.

6.4 Personal Property

User will be solely responsible for the security of its personal property at the Building. Client will not be liable for any theft, loss, or damage of User's or User Parties' property.

7. Insurance, Damage, and Liability

7.1 Insurance

User will obtain insurance and provide proof of insurance as described in the Plan. User will comply with all applicable law in obtaining and maintaining workers' compensation insurance. User acknowledges that the insurance maintained by Client for the Building will not insure any of User's equipment or property.

7.2 Damage

User will be responsible for any damage or loss to the Authorized Location, any other part of the Building, any artworks or other objects in the Building, or any other Client property or systems resulting directly or indirectly from its actions or those of any User Party. User will reimburse Client for any such damage no later than ten days following receipt of invoice from Client.

7.3 Indemnification

User will defend, indemnify, and hold harmless Client, and its directors, officers, employees, volunteers, and agents (collectively, "Client Parties"), against all claims, liabilities, losses, damages, expenses, and

attorneys' fees arising directly or indirectly from: (a) any claims by any User Party, any Client employee or visitor, or any other third party, resulting from User's presence or activities at the Building; (b) User's performance under or breach of this Agreement; (c) claims by third parties relating to the Production including, without limitation, claims relating to copyright, rights of publicity or privacy, defamation, false light, moral rights, or breach of contract; or (d) any claims by partners, contractors, creditors, or other persons in a relationship with User. User will have no obligation to indemnify any Client Party to the extent the liability is solely caused by such Client Party's gross negligence, willful misconduct, or fraud.

7.4 Waiver and Release

To the extent permitted by law, User waives and releases any and all claims against all Client Parties for any liability, loss, damage, expenses, and attorneys' fees arising from User's presence or activities at the Building, regardless of the cause and even if caused by negligence, active or passive. User will not sue any Client Party on the basis of these waived and released claims.

7.5 Limitation on Liability

Client will not be liable to User for any incidental, special, consequential, exemplary, punitive, lost profits, loss of business, or indirect damages under any theory of liability arising out of or otherwise related to this Agreement, even if User has been apprised of the likelihood of such damages.

8. Termination

8.1 Termination on Notice

User may terminate this Agreement at any time by giving written notice of termination to Client. Such a termination will be effective 15 days after delivery of such notice.

8.2 Termination for Breach

If User breaches any of its obligations under this Agreement, Client may provide User with written notice of the breach. If User fails to cure the breach within 15 days after receipt of such notice, Client may terminate this Agreement upon delivery to User of a written notice to that effect, with the termination effective upon delivery of such notice. Client may in its reasonable discretion determine whether the breach has been cured.

8.3 Termination for Conduct or Reputation

Client may immediately terminate this Agreement by giving written notice to User if: (a) User has engaged or is alleged to have engaged in conduct inconsistent with the requirements set out in Section [__] or (b) Client obtains credible information after this Agreement is signed, that leads Client to conclude that a relationship with User could damage Client's reputation. Such a termination will be effective upon delivery of the notice by Client.]

8.4 Effect of Termination

Upon completion of work at the Authorized Location, or upon expiration or termination of this Agreement, User will: (a) surrender the Authorized Location in good condition, order, and repair; (b) remove its property from the Authorized Location; and (c) repair, at its cost, any damage to the Authorized Location caused by User, reasonable impacts excepted. The provisions of Sections 4, 5, 6, 7.2-7.5, 8.4-8.5 and 9 will remain effective after expiration or termination of this Agreement. For clarity, User will not be entitled to any refund regardless of the basis for termination.

8.5 Personal Property Left Behind

Client may store, at User's risk and expense, any personal property User leaves behind in its Authorized Location or elsewhere at the Building after termination of the Agreement. Client will promptly release the property when and only when User has fulfilled all remaining obligations under this Agreement and paid the reasonable storage charges. After a period of time, Client may sell User's property and apply proceeds in accordance with the law.

9. General Provisions

9.1 Entire Agreement

This Agreement, including the Plan, expresses the final, complete, and exclusive agreement between Client and User, and supersedes prior or contemporaneous written and oral agreements, negotiations, course of dealing, and communications between Client and User relating to the same subject matter.

9.2 Amendment

This Agreement may be amended only as stated in a writing signed by both User and Client that recites that it is an amendment to this Agreement.

9.3 Severability

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

9.4 Waiver

Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.5 Non-Assignment

This Agreement is personal to User and may not be assigned by User to a third party. User may not allow any other person other than User and User Parties to access the Authorized Location without the prior written consent of Client.

9.6 No Third-Party Beneficiaries

Except as specifically provided in Sections 7.3 and 7.4, this Agreement is for the exclusive benefit of User and Client, and not for the benefit of any third party.

9.7 Governing Law; Jurisdiction

This Agreement will be governed by California law. User and Client consent to the exclusive jurisdiction of the state and federal courts for [_____], California.

9.8 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Exhibit A
Guidelines for Photography and Filming Works of Art