

## LOCATION AGREEMENT

TO: Ribalta, 48 E 12<sup>th</sup> St, NY 10003

This will confirm the arrangements made between us Rogue Films whereby you have kindly agreed to make available to us the premises at: Ribalta, 48 E 12<sup>th</sup> St, NY 10003 ('The Premises') for the purposes of filming INTERIOR scenes in connection with Thank You Film ('the film') under the following terms and conditions:-

- 1 The premises shall be available to use for 1 x shoot day on the 20<sup>th</sup> September, 2014 from 09:00 hrs to 19:00 hrs approximately. We would like to film the Interior of the premises.
- 2 You warrant that you are responsible for the Premises, and are therefore free to enter into this agreement without having to obtain consents from any other person or persons. That you are vested with all rights in connection with the premises necessary to enable you to grant us with the right to film and record any and all contents, designs and insignia in or on the Premises in connection with the film as provided in Clause 3 below.
- 3 You undertake and agree that we shall have the exclusive right and licence.
  - 3.1 To enter upon the Premises and make such use thereof, as we may require, during the period on this licence including in particular, the right to rehearse and film scenes for the principle photography of the film and to take still photographs for use in the film.
  - 3.2 To represent the premises as being either another real place or a fictional place, according to the requirements of the story of the film.
  - 3.3 To incorporate the scenes of the Premises in the final versions of the film, either as a sequence on its own or preceded, interlaced or followed by such other scenes as we may require (including scenes of studio sets representing, for the purpose of the film the interior of the Premises).
  - 3.4 To exploit and exhibit the film with or without the scenes photographed at the Premises in any medium either now or hereafter devised without any restriction whatsoever.
4. We understand and agree:-
  - 4.1 To make good any damage to the premises arising directly out of our use thereof, subject to such damage being the direct result and caused by negligence on our part.
  - 4.2 To reinstate those area of the property altered by us for the purpose of the film. Such damage when agreed upon, to be notified to the company within

24 hours of the production vacating the Premises. Time being of the essence.

5 As full and final consideration for the rights and license hereby granted, we agree:

5.1 To indemnify you (*see attached 'Confirmation of Liability Insurance'*) for any liability, loss claim or proceedings arising under statute or Common Law in respect of personal injury (and/or death) of any person and loss or damage to property caused by the negligence, omission or default of this company or any person for whom we are responsible in law.

6 You grant us the exclusive option exercisable by notice to you, on or before the end of the period of the agreement to extend the licence hereby granted our such period at a reasonable fee to be mutually agreed upon that time.

Please signify your approval of and agreement to the foregoing by signing and returning to us the enclosed copy of the letter.

Yours sincerely,

Michael Scully  
Producer

For and on behalf of: **Rogue Films**

.....Date.....

Signed and Agreed for on behalf of:

.....Date.....