

Fieldston Property Owners Assn., Inc.

279 WEST 231st STREET BRONX, NY 10463
(718) 884 2200

Date: _____

In consideration of the payment of _____, the Fieldston Property Owners Association, Inc. hereby grants _____ permission to use the private streets at _____, In Fieldston, Borough of the Bronx, for the purpose of filming a television movie or commercial.

This permission is for _____ .

This permission is conditioned upon _____

Providing the F.P.O.A. with a certificate of insurance evidencing adequate liability and property damage insurance in connection with this filming. It is further agreed and understood that _____ will leave the Fieldston area in the same condition as found and will remove all debris created by the filming process and will repair any damage caused by their presence, and will not permit their vehicles or personnel to interfere with the normal traffic pattern on the private streets of Fieldston.

Fieldston Property Owners Assn., Inc.
By: Robert E. Hill, Inc., Agent

Per: _____

Agreed and Accepted:

By: _____

Per: _____ Date: _____

LOCATION AGREEMENT

Date: _____

Licensor: Fieldston Property Owners Association, Inc.
Address: Robert E. Hill, Inc.
c/o Hannah McAllister
279 West 231st Street
Bronx, NY 10463

Tax ID#: 13-1707025
Tel: 718 884 2200
Fax: 718 601 8664
Email: hmcallister@robertehill.com

Photoplay: _____ Prod. # _____

of the _____ television series / movie / commercial

Premises: _____ *

Riverdale, NY 10471

*Including grounds and structures located herein, with access thereto and egress therefrom.

1. Licensor grants to Licensee during the Term the right to enter, with personnel and equipment Licensee deems necessary, and to use the Premises for production of the Photoplay upon the terms contained herein. Licensee shall have exclusive possession of the Premises during the Term.

2. The term ("Term") of the license shall commence on or about _____ and shall continue until Licensee's completion of the use of the Premises for production of the Photoplay. The Phrase "on or about" allows Licensee, by written notice to Licensor, to specify a different date for commencement of the Term, which date may be up to three (3) business days before or after the date specified herein.

PERIOD:

Notwithstanding the foregoing, Licensee shall have the right to continue its production operations on the Premises until Licensee may cancel this agreement and all of Licensee's obligation hereunder by written notice to Licensor: **(a)** at any time up to twelve (12) hours before commencement of the Term without a cancellation fee; or **(b)** at any later time but before such commencement by payment with such notice of a cancellation fee equal to the lesser of one-fourth (1/4th) of the consideration for the scheduled term, or \$500.00.

If following the end of the term Licensee shall require the use of the Premises for additional production for the Photoplay, Licensor shall permit Licensee to re-enter and utilize the Premises for the daily rate(s) specified in paragraph 3 for the Term, or if no daily rate(s) are specified, then for the additional sum of \$_____ per day; provided that the dates for such re-entry and use shall be subject to Licensor's approval which shall not be withheld unreasonably.

3. Licensee shall pay Licensor as consideration for Licensor's warranties and agreements herein the following: \$_____.

4. Signatory for Licensor warrants that it is either: (a) the owner of the Premises and entitled to exclusive possession and use thereof during Term; or (b) the sole and exclusive agent, authorized in writing, to make this agreement on behalf of such owner.

5. The following special provisions are mutually agreed:



6. Promptly, but not later than three (3) business dates, following the expiration of the Term (or, if applicable, Licensee's completion of any additional utilization of the Premises pursuant to the grammatical paragraph of Paragraph 2, above), Licensee shall remove from the Premises all of Licensee's structures, equipment and other material.

7. Licensee shall indemnify Licensor from any loss or liability for property damage to the Premises and for injury to any person on the Premises, during the Term which damage or injury, or both, is caused by the negligent or intentional misconduct of Licensee (including Licensee's employees and agents). Licensee shall not be responsible for any such damage or injury, or both, caused by the negligent or intentional misconduct of Licensor (including Licensor's employees and agents). If Licensor claims Licensee is responsible for and such damage, or injury, or both. Licensor shall so notify Licensee in writing, within five (5) business days after expiration of the Term (or completion of Licensee's additional utilization, if any, of the Premises), which writing shall include a detailed listing of all property damage and injuries for which Licensor claims Licensee is responsible, and Licensor shall cooperate fully with Licensee in the investigation of such claim, and permit Licensee's investigators to inspect the property si claimed to be damaged.

8. Licensee shall have the right to photograph and record at, and to depict the Premises, or any part thereof, in Licensee's discretion using or not using the actual name, signs and other identifying features of the Premises, or masking such name, signs and other identifying features. Licensee shall have no obligation to photograph or record at, or otherwise actually utilize the Premises, or to use ant photography and recording made at the Premises.

9. Neither Licensor nor anyone claiming through Licensor shall have any right, title or interest in or to Licensee's photography and recording at the Premises, nor shall there be any restrictions or limitation upon Licensee's right to utilize such photography and recording in the Photoplay or in any of Licensee's productions.

10. Licensor represents, warrants and agrees that: (a) Licensor has given no inducement other than this license to any employee of Licensee's to induce Licensee to enter this agreement; and (b) neither Licensee not any of Licensee's employees or agents has given Licensor any promise to identify the Premises, Licensor, or any product or service of Licensor's as an inducement to enter this agreement.

11. The running of time and accrual of consideration shall be suspended for any periods of periods during Licensee's utilization of the Premises is prevented or impaired by any of the following:

- a.** The breach or failure of any of Licensor's warranties or agreements.
- b.** Destruction of the Premises or the existence of an unsuitable condition of the Premises for Licensee's preparation and production without fault of Licensee.
- c.** The occurrence of any event beyond the reasonable ability of either party to control, such as adverse weather conditions, illness or incapacity of Licensee's principal cast members or director, or a strike or other labor action.

If any of said events shall occur, Licensee may terminate this agreement and its obligation to pay consideration by written notice to Licensor, except as follows:

- i.** With respect to any event described in **b** or **c**, above, Licensee shall pay consideration with respect to each day Licensee has actually utilized the Premises hereunder, and
- ii.** With respect to any event described in **b** or **c**, above, Licensee may elect not to so terminate immediately upon the occurrence of such event, but may elect to pay, in lieu of the consideration provided in Paragraph 3 the lesser of one-tenth (1/10th) of the daily rate applicable to shooting days, or \$_____ , for each day of the period during which Licensee is prevented from or impaired in its utilization of the Premises before Licensee so exercises it's right to terminate.

In the event of a termination pursuant to this Paragraph 12, the provisions of the last grammatical paragraph 2, above, shall remain in full force and effect.

12. If the amount, if any, paid to Licensor pursuant to Paragraph 3 above shall exceed the total consideration earned by Licensor under this agreement, Licensor shall refund the excess to Licensee no later than five (5) business days after the end of the Term.

13. This agreement, sets forth an entire understanding of the parties, and may not be altered except by another writing signed by both Licensor and Licensee:

Licensor:

Licensee:

By: _____

For:

By: _____

Title: _____

Title: _____