



## LOCATION SHOOT AGREEMENT

THIS AGREEMENT made by and through the transfer of payment from GUEST to OWNER on the CINESPOT platform.

**1. IDENTITY OF FILMING LOCATION.** OWNER hereby agrees to permit GUEST to use the LOCATION paid for by GUEST for rehearsing, photographing, filming and recording scenes and sounds for multimedia PROJECT(s). GUEST and its licensees, sponsors, assigns and successors may exhibit, advertise, promote and otherwise exploit the PROJECT or any portion thereof, whether or not such uses contain audio and/or visual reproduction of the LOCATION and whether or not the LOCATION is identified or identifiable, in any and all media whatsoever now known or later devised in the universe in perpetuity.

**2. RIGHT OF ACCESS.** GUEST shall have the right to bring personnel within reason, and any equipment to aid the production of PROJECT onto the LOCATION and to remove the same following completion of its use of the LOCATION hereunder. GUEST shall have the right, but not the obligation, to photograph, film and use in the PROJECT the actual name, if any, connected with the LOCATION or to use any other name for the LOCATION. If GUEST depicts the interior(s) of any structures located on the LOCATION, OWNER agrees that GUEST shall not be required to depict such interior(s) in any particular manner in the PROJECT.

**3. TIME OF ACCESS.** The permission granted hereunder shall be for the period commencing at the time agreed upon in the BOOKING REQUEST and the time for which PAYMENT was submitted. The period may be canceled by OWNER or GUEST after transfer of funds only after an alternative arrangement has been reached and agreed upon by both parties. Any cancellation without necessary reason or agreement will result in financial penalty proportional to the harm caused through cancellation.

**4. PAYMENT.** OWNER and GUEST agree that following submission of payment by GUEST to OWNER through CINESPOT, the PRODUCTION at LOCATION is finalized for the time submitted in the BOOKING REQUEST. Changes must be agreed upon mutually. Payment will be returned to GUEST if production is canceled.

**5. ALTERATIONS AND DAMAGES TO LOCATION.** GUEST agrees that (with OWNER's permission) if it becomes necessary to change, alter or rearrange any equipment on the LOCATION belonging to OWNER, GUEST shall return and restore said equipment to its original place and condition, or repair it, if necessary. GUEST agrees to indemnify and hold harmless OWNER from any against any and all liabilities, accidents, damages, and claims of third parties arising from GUEST's use hereunder of the LOCATION. OWNER warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by OWNER herein. GUEST agrees to assume financial responsibility for any extraordinary damages caused through the use of LOCATION.

**6. RELEASE.** OWNER releases and discharges GUEST, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that OWNER may not have or may later have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein.

**7. MISCELLANEOUS.** This constitutes the entire agreement between the parties with no modifications unless in writing signed by both parties. A digital copy of this Agreement, agreed upon by the transfer of funds from GUEST to OWNER, shall be as legally valid and binding as the original, construed under the laws of the UNITED STATES rights herein granted shall inure to the benefit of all successors, assigns, heirs, executors, etc. of each party hereto.

**8. INSURANCE.** OWNER and GUEST both acknowledge that CINESPOT does not insure productions, but offers insurance through partners to productions in need of insurance. By exchanging funds, both OWNER and GUEST agree that CINESPOT cannot be held liable for any damages resulting from a production booked through CINESPOT. In the unlikely event of an accident or property damage, both OWNER and GUEST agree to resolve external financial situations between themselves.

**9. EXTERNAL PAYMENT.** Productions connected through CINESPOT, but handling payment externally are not covered by this LOCATION AGREEMENT.

**10. AGREEMENT.** Both OWNER and GUEST agree by transferring funds to make all efforts to alleviate difficulties and exhibit consideration and compassion in their working relationship in order for the PROJECT to be a success and the LOCATION to remain unharmed.

**11. PERMITS AND LOCAL LAWS.** Both OWNER and GUEST agree to remain in accordance with local laws and permit requirements regarding productions and events. OWNER and GUEST agree to assume responsibility for any violations of local laws and permit requirements externally, and agree CINESPOT cannot be held liable in the event a law or permit requirement is violated.

The undersigned represents that s/he is either rightful and true owner/manager of the LOCATION or empowered as agent or otherwise to execute this Agreement for or on behalf of OWNER.

IN WITNESS WHEREOF, the parties have hereunto transferred funds to signify the initiation of this LOCATION AGREEMENT.

GUEST:

Signs in agreement by submitting payment to OWNER.

OWNER:

Signs in agreement by APPROVING request from GUEST and accepting payment.