**PRODUCTION TITLE: “PRODUCTION NAME”**

##### **LOCATION AGREEMENT**

Agreement entered on DATE by PRODUCTION COMPANY, (“Company”) and the State of New Mexico (“Grantor”), with respect to Company’s production of a motion picture or television program currently entitled, “PRODUCTION NAME.” (Project Title of “Picture”).

**STATEMENT OF UNDERSTANDING:** PRODUCTION COMPANY (hereinafter called “Company”) and State Of New Mexico (hereinafter called “Grantor”) express their specific mutual understanding regarding the Property (as defined below) STATE BUILDING NAME.”

1. **USE OF PROPERTY**: Grantor hereby grants to Company and its representatives, employees, contractors, agents, independent producers, suppliers, licenses, sponsors, successors and assigns (collectively, “Representatives”) permission to enter upon and use both the exterior and the interior of the Property known as STATE BUILDING NAME AND ADDRESS, New Mexico, (Property) for the purposes of rehearsing, photographing, filming and otherwise recording certain scenes for the above-referenced Picture; including without limitation photographing the Property and reproducing the Property elsewhere for the purpose of photographing the same, including the name, signs and identifying features thereof, accurately or otherwise, by means of film, tape, videotape or any other medium. Company and its Representatives may exhibit, advertise and promote the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproductions of the Property and whether or not the Property is identified, in any and all media which currently exist or which may exist in the future in the universe and in perpetuity.

1. **TERM:** The permission herein granted shall be for the period of time set forth in Schedule “A” which period shall commence on or about DATE THRU DATE (subject to change on account of weather conditions, changes in the production schedule of the Picture or as set forth in paragraph 8 below) (the “Commencement Date”) and continue until the completion of all scenes and work required on the Property in connection with the Picture. Grantor also grants permission for Company to re-enter the Property as required by Company for the purpose of making added scenes and retakes (“Additional Use”) and Company and Grantor shall coordinate in good faith, considering Company’s required schedule, with respect to any required Additional Use.
2. **CONDITION OF PROPERTY:** Company hereby acknowledges the Company has made an on-site inspection and knows the condition of the Property, that no representations have been made by Grantor regarding the condition of the Property and that the Company hereby accepts the Property in its present condition. Company may place any and all necessary facilities and equipment, including props and temporary sets, on the Property. Company shall, at the discretion of Grantor, remove same after the completion of Company’s

work. Modifications made to accommodate filming shall be restored to the original condition, or better, (unless such restoration is waived by the Grantor in writing) by the Company prior to the completion of the Company’s work. Signs on the Property may, but need not be removed or changed by Company, provided, however, that if such signs are moved or changed and are currently in active use, they must be replaced in their original position.

1. **INDEMNITY; INSURANCE:** Company shall defend, indemnify and hold Grantor harmless from all actions, proceedings, claims, demands, costs, damages, reasonable attorney’s fees and all other liabilities and expenses of any kind from any source which may arise out of this Agreement or any amendments thereto, if caused by the tortious act or omission by Company, its officers, employees or servants. Company shall maintain all insurance coverage required by New Mexico law of which Grantor advises Company in writing, including without limitation; Automobile Liability Insurance for owned, rented or non-owned vehicles, and Commercial General Liability Insurance with a limit of liability not less than One Million Dollars ($1,000,000) per occurrence for bodily injury and property damage. The insurance coverage required hereunder shall cover contractual liability that may arise under this Agreement and shall name the State of New Mexico as an additional insured party. Company shall furnish a certificate of insurance for these polices to Grantor, Attn: Lease Bureau, Facilities Management Division, PO Drawer 1100 St. Francis Drive, Santa Fe, New Mexico, prior to the Commencement Date.
2. **GRANT OF RIGHTS:** All rights of every kind in and to all photographs and sound recordings made hereunder (including, but not limited to, the right to exhibit any and all scenes photographed or recorded at and of the Property or reproduction of the Property throughout the world in perpetuity) shall be and remain vested in Company, its successors, assigns and licensees, and neither Grantor nor any tenant or other party now or hereafter having an interest in the Property, shall have any right of action against Company or any other party arising out of any use of said photographs and/of sound recordings whether or not such use is, or may be claimed to be defamatory, untrue, or censurable in nature and Grantor, any tenant, and any other party now or hereafter having an interest in the Property, hereby waives any and all rights of privacy, publicity, or any other rights of a similar nature in connection with the exploitation of any such photography or sound recordings.
3. **CONSIDERATION:** In full consideration of Grantor entering into this Agreement and granting to Company all rights granted hereunder, Company shall pay Grantor the amounts set forth in Schedule “A.” Should the Company utilize the services of a Unit Photographer, the Company will provide the New Mexico Film Office with copies of mutually acceptable still photographs (3 minimum). The Company agrees to provide screen credits in the final release print of the Picture, naming the New Mexico Film Office and the State of New Mexico (applies to Features and Television Pilots/Series). \_\_\_\_\_\_\_ (*initial*)
4. **SECURITY DEPOSIT:** Company may be required to post a bond or cash deposit in an amount to be determined at the sole discretion of the New Mexico Film Office to ensure that area is left in as good condition after

completion of filming activities as it was before Company entered the Property. The bond or deposit represents an amount equal to the estimated cost to the State of New Mexico of clean up and restoration

operations that would occur in the event that Company causes damage to resources of the Property or fails to satisfactorily clean up the area. Return of the bond or deposit is subject to compliance with the terms of this Location Agreement.

1. **POSTPONEMENT:** The Commencement Date and any all obligations of the parties hereto shall be postponed for a period equal to the period of any Act of God, fire, strike or other labor controversy, law or other governmental regulation which hinders, or prevents Company’s normal business operations of production of the Picture, or other event of force majeure (as such term is customarily defined by Company), plus such additional period of time as Company may reasonably require to recommence production of the Picture.
2. **ELECTION NOT TO PROCEED:** Company shall have no obligation to use the Property or include the Property in the Picture. Should Company elect at any time not to use said Property for filming or any other purposes (which Company shall have the right to do at its sole and exclusive election), written notice thereof will be given by Company to Grantor upon request by Grantor. If such written notice is given prior to Company using the Property, Grantor shall not be entitled to any compensation and thereafter the parties hereto shall be released from any and all of their respective obligations hereunder. If such written notice is given after Company uses the Property, Company shall remain obligated to restore the Property as expressly provided above and Grantor shall only be entitled to receive as full compensation for Company’s use the negotiated weekly rate pro-rated for each day of preparation and/or photography that Company actually used the Property.
3. **RELEASE OF CLAIMS:** After Company has completed its work at the Property, including all necessary restoration, if any, Company shall be deemed to have fully and properly vacated the property and shall be released of any and all obligations in connection with the Property unless Grantor, within ten (10) business days after Company leaves the Property, informs Company in writing of any damage to the Property and/or restoration not completed to Grantor’s satisfaction. Unless the foregoing timely notice is given to Company, Grantor hereby agrees to promptly sign and deliver to Company the release attached hereto as Schedule “D”; provided that if Grantor does not deliver the signed release within ten (10) days, the attached release shall be deemed executed by Grantor.
4. **INCORPORATION OF SCHEDULES:** The provisions contained in Schedule “A” and, if any, in Schedule “B,” Schedule “C” and Schedule “D” attached hereto shall be deemed to be a part of this Agreement; provided that in the event of a conflict between this Agreement and either any of the Schedules attached hereto, this Agreement shall govern.
5. **GRANTOR REMEDIES:** The rights and remedies of Grantor in the event of any breach by Company of this Agreement shall be limited to Grantor’s right to recover damages, if any, in an action at law, and Grantor waives any right or remedy in equity, including without limitation any right to terminate or rescind this

Agreement, or any right granted to Company hereunder, or to enjoin or restrain or otherwise impair in any manner the production, distribution, exhibition or other exploitation of the Picture or any parts or elements thereof or the use, publication or dissemination of any advertising in connection therewith. Notwithstanding the foregoing, in the event Company uses the Property in a manner such that Grantor reasonably believes the Property will sustain permanent, or irrevocable damage, Grantor will have right to seek a temporary restraining order to prevent Company from making any modifications or otherwise acting in a manner that will lead to such permanent damage.

1. **GRANTOR WARRANTIES:** The undersigned warrants that the undersigned has the full right and complete authority to enter into this Agreement that the consent of no other party is necessary to grant the rights conveyed to Company hereunder or to use the Property as described above.
2. **NOTICES:** All notices required hereunder shall be in writing and shall be given either by personal delivery, or by United States registered or certified or regular mail (postage prepaid), and shall be deemed given hereunder on the date delivered, or a date three (3) business days after the date mailed if mailed in the United States, and five (5) business days if mailed outside of the United States, if to Grantor, Attn: Lease Bureau, Facilities Management Division, PO Box 6850, Santa Fe, New Mexico, 87502, and if to Company at COMPANY ADDRESS.
3. **FILM NOTICE & AGENCY AUTHORIZATION:** A “FILM NOTICE & AGENCY AUTHORIZATION” (Schedule “C”) describing the filming plans and dates shall be signed off by representatives of Facilities Management Division (FMD), Lead Agency affected, and the NMFO, and agencies in the building and/or agencies directly affected by the filming activities. Film notifications shall also be posted in areas of the affected facilities to notify the public.

END OF AGREEMENT

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

**COMPANY**

­­­­­­­ PRODUCTION COMPANY NAME

NAME OF PROJECT

By: PRODUCTION COMPANY CONTACT

Title: CONTACT TITLE

Date: DATE

Phone: CONTACT PHONE NUMBER

Email: CONTACT EMAIL

**GRANTOR**

STATE OF NEW MEXICO

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Elizabeth Jeffries

Real Property Manager, Facilities Management Division

General Services Department

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SCHEDULE “A”**

Company shall have the right to use the Property as provided in the Location Agreement for the following approximate number of days and purposes commencing on or about DATE THRU DATE:

### Tech Scout dates: \_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Times: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Prep dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Times: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Charge: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Shoot dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Times: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Charge: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Wrap dates: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ through \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Times: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Charge: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**PRECISE DESCRIPTION OF FILMING LOCATIONS (Interior and Exterior):**

Please describe in detail the precise locations (rooms, hallways, etc…) where you plan to film:

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location #1: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DETAILED Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location #2: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DETAILED Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location #3: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DETAILED Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location #4: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DETAILED Description: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please attach additional sheets of paper if necessary.

**SCHEDULE “B”**

**ADDITIONAL TERMS**

1. **UTILITIES:** Company shall bear the cost of any of Grantor’s utilities used by Company in connection with Company’s use of the Property.
2. **PERSONAL PROPERTY:** All personal property, signs and improvements of the Company, its employees, agents, customers and invitees kept at the Property shall be at the sole risk of Company and Grantor shall have no liability for theft or damage of any kind, including due to fire, to said property.
3. **HAZARDOUS MATERIALS:** No pyrotechnic or explosive material or explosive device shall be stored on the Property without written consent of Grantor (Grantor hereby agrees that Company may use and store paint and painting equipment on the Property). No hazardous materials or chemicals shall be stored on the Property or disposed of or deposited in the drains, sewer or refuse receptacles.
4. **ALTERATIONS/MODIFICATIONS (please add in detail):**
5. **OTHER TERMS AND CONDITIONS (please add in detail):**

SCHEDULE “C”

FILM NOTIFICATION & AGENCY AUTHORIZATION

FILM NOTICE DETAILS:

Today’s Date: XX

Company Name: XX

Name of Project: XX

Description of Filming Activities: XX

Building/Property: XX

Address: XX
Areas of Use: XX

Dates and Times of Filming Activities: DATE THRU DATE

Effects on Parking & Foot Traffic for Tenants & Public: XX

Contact for Location Manager/Scout or Designee: NAME AND PHONE NUMBER

3 BUSINESS DAYS PRIOR TO OCCUPANCY, COMPANY MUST PROVIDE DETAILED FILMING INFORMATION AND POST IN GENERAL PUBLIC AREAS AND HAND-DELIVER TO ALL AFFECTED TENANTS

Acknowledged, Accepted and Agreed To:

**Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

SCHEDULE “C” continued

Acknowledged, Accepted and Agreed To:

**Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

**Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** **Division: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name (PRINT): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

**Division: GSD/FMD**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name (PRINT): Elizabeth Jeffries**

**Title: Real Property Manager**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_**

SCHEDULE “D”

LOCATION RELEASE

Re: “PRODUCTION NAME” (“Picture”)

In connection with the Location Agreement entered into on DATE between the State of New Mexico (“Grantor”) and XX (“Company”), Company was granted the right to enter upon the Grantor’s property located at: NAME AND ADDRESS (“Property”), for the purpose of filming the above-referenced Picture. The Grantor acknowledges that the Company has fully vacated the Property, without damage thereto, and/or has restore property to the Grantor’s satisfaction. The Grantor hereby releases the Company and its successors and assigns, from any and all claims and obligations of any kind arising from or related to the Company’s filming on the Property.

ACKNOWLEDGED, ACCEPTED AND AGREED TO:

­­­­­­­ **COMPANY**

­­­­­­­ PRODUCTION COMPANY NAME / NAME OF PROJECT

By: PRODUCTION COMPANY CONTACT Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: CONTACT TITLE

Date: DATE

Phone: CONTACT PHONE NUMBER

Email: CONTACT EMAIL

**GRANTOR**

STATE OF NEW MEXICO

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Elizabeth Jeffries

Real Property Manager, Facilities Management Division

General Services Department

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_