

LOCATION / PROPERTY AGREEMENT – VIACOM PROJECTS

IMPORTANT: This form must be filled out and signed without edits prior to filming. Please complete all sections below. Failure to do so may lead to a delay in payment.

Tape Date(s): From: _____ to _____

Location / Property Description: _____ (the “Property”)

Location Address: _____

The undersigned, the owner, or an authorized representative of the owner of the Property (“**Owner**”), for good and valuable consideration, including, but not limited to any notoriety or publicity which may be derived by the Production, the receipt and sufficiency of which is acknowledged, irrevocably grants to _____ and to his/her/its licensees, assigns, including Tongal, Inc. (“**Tongal**”) and its licensees, sublicensees, assigns, parents, affiliates, subsidiaries, customers, and successors-in-interest (individually and collectively the “**Producer**”), permission to enter upon and use the Property and its contents and its appurtenances for the purpose of photographing, videotaping and recording certain scenes in connection with a production (the “**Production**”), all on the terms and conditions contained in this agreement. All physical embodiments of filming, recording and photography on the Property shall be known as the “**Materials**.”

Owner grants to Producer the right to photograph, videotape, record, depict, use and exploit in any manner whatsoever the Property and any names and trademarks connected with the Property and any signs, artwork, pictures, movables, immovables, furniture, fixtures, and anything else located on the Property, and any logos and verbiage contained on signs, pictures and fixtures on the Property, or as part of, the Production, the right to refer to the Property by any real or fictitious name, the right to attribute any real or fictitious events as having occurred on the Property and, if necessary, the right to modify the Property or any part of the Property for use as a set for shooting, photographing, recording and/or filming of the Production. Further, Owner irrevocably grants to Producer the right to reproduce and make derivative works of, the Materials, including, without limitation, the right to exploit the Materials throughout the universe, by any and all methods and in any and all languages, an unlimited number of times, in perpetuity in any and all media (including, without limitation, film, television, videocassettes, interactive devices, Internet and online platforms), now known or later devised, and in connection with the Production, or otherwise, and for advertising and promotional purposes. All rights, including, without limitation, copyright in the Materials, shall be and remain vested in Producer in perpetuity, and neither the Owner, nor any tenant, nor other party now or later having an interest in the Property, shall have any right of action against Producer, or any other party arising out of any use of the Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Producer shall be the sole, exclusive and perpetual owner of all rights in and to the Production throughout the universe. Owner agrees that Producer, and each of Producer’s licensees, successors and assigns, shall have sole discretion in determining the extent and manner of use of the rights granted and are not obligated in any way to use the Property or Materials in any medium.

Producer shall have the right to place/install all necessary equipment and to bring a production crew and related staff on the Property on a temporary basis. All items brought onto the premises will be removed at the end of the production period and the Property, including buildings, landscaping and all things associated with same will be returned to their original condition, less reasonable wear, and except as mutually agreed upon and indicated below. Producer will use reasonable care to prevent damage to Property.

Owner represents and warrants that Owner has the full right and authority to enter into this agreement and to grant the rights granted by the agreement and that the consent or permission of no other person, firm or entity is necessary to the grant of rights contained in this agreement. Owner further warrants that the Property is in a safe and well-maintained condition or has notified Producer of any non-safe areas. Owner represents that, with respect to its employees and those working under its control Owner: (a) will be responsible for compliance with all occupational and environmental safety and health laws; and (b) release, hold harmless, and indemnify Producer for all claims concerning the occupational safety and health of those employees and workers. Owner agrees to hold harmless Producer for injuries sustained on or around the location. The Owner agrees to indemnify and hold harmless Producer from and against any and all losses, costs, liabilities, judgments, damages, claims, and expenses (including attorneys’ fees) of any nature arising from any breach or any alleged breach by the Owner of any representation, warranty or covenant made by it in this agreement. This agreement shall be governed by the laws of the State of California and the parties consent to the exclusive jurisdiction of the federal and state courts located in Los Angeles, California (without regard to the conflict of laws provisions). Owner irrevocably waives any right to seek or obtain an injunction, rescission or termination of this agreement or any rights, or any other form of equitable relief against the Producer related to the Production and Materials. Owner’s sole remedy is to bring an action at law for damages (if any). The parties hereby irrevocably waive, to the fullest extent permitted by law, all right to a trial by jury in connection with any dispute arising out of or relating to this agreement. In the event any such dispute is brought before a forum in which pre-dispute waivers of the right to a trial by jury are invalid under applicable law, the dispute shall be heard and determined in its entirety by a referee and resolved by judicial reference pursuant to California Code of Civil Procedure sections 638 *et seq.* Owner acknowledges that Producer is photographing and recording scenes on the Property in express reliance upon the statements in this agreement.

This is the entire agreement and no oral representation or other inducements apart from this written agreement have been made.

[Signature page to follow]

Agreed this ____ day of _____, 20__

Owner:

Signature: _____

Name: _____

Title: _____

Producer (e.g. filmmaker):

Signature: _____

Name: _____

Title: _____