



LOCATION AGREEMENT

Production Title: Project Name (hereinafter "Production").

Production Company/Producer: PRODUCER/Company Name (hereafter "Producer").

1. This Location Agreement ("Agreement") is made as of [date] by Producer and Owner.
2. Permission is hereby granted to Producer to use premises owned by Homeowner/Business Owner ("Owner") located at **ADDRESS** ("Owner's Premises") for the purpose of **Type of shoot** with the right to exhibit and license to others to all or part of said Production throughout the world by any means and by any media whatsoever, now known or hereafter devised; said permission shall include the right to bring personnel and equipment, including props and temporary sets onto the Owner's Premises, and to remove the same there from after completion of work. Owner is not liable for damage to or loss of any equipment, props, and/or temporary sets brought onto the Owner's Premises unless the Owner willfully or negligently damages same. No children, animals or guests are allowed on property unless they are directly connected with Production. Giggster, Inc. is not deemed a member of the Producer and has no obligations or liabilities to Producer or Owner other than as expressly set forth in this Agreement or pursuant to any express agreement between Owner and Giggster, Inc. or any express agreement between Producer and Giggster, Inc.
3. The above permission is granted for the amount of PRICE (see breakdown w/additional site rep & security deposit fee, if applicable, described in Attachment A).
4. Payment is due to Giggster, Inc. immediately after the signing of the Agreement. The Producer agrees to pay for and in consideration of the rights herein granted and described in Attachment A.
5. A reasonable cleaning fee will be charged if Owner's Premises are not cleaned to the Owner's satisfaction, which satisfaction shall not unreasonably be withheld. If any sums are withheld by the Owner or Giggster, Inc., substantiation and documents of the charges will be provided to the Producer.
6. At any time within thirty (30) days from the date the Producer first makes use of said Premises hereunder, the Producer may, following not less than seven (7) working days, with advance written notice to the Owner and Giggster reenter said premises for a period reasonably necessary to photograph retakes or added scenes desired by the Producer, and in any such

event, the rate specified above shall apply. Any payment for any such uses shall be made in advance of usage. If, however, illness of the models, photographer or other essential artists or crew, or weather conditions or any other occurrence beyond the Producer's control prevents Producer from starting work on the date designated above, or in the event of damaged or imperfect film or equipment, the Producer shall have the right to reuse Owner's Premises within one (1) month at the above agreed upon rates, which will be paid in advance. The Producer understands and accepts that the Owner has no control over the weather conditions; and once the Owner has given the Producer possession of Owner's Premises the Owner has fulfilled all obligations under the contract and the fees agreed upon shall be deemed used regardless of any change in the weather. Any makeup dates are based upon request and solely decided upon the Owner.

7. Producer agrees to leave said premises and all property of any kind located thereon, in as good order and condition as they were immediately prior to any use of said Premises pursuant to this Agreement and to pay for any injury or damage that may occur directly through the use of said Premises by the Producer. All reimbursements must be made or addressed within (10) working days after presentation by Owner to Producer. With that said failure by the Owner to present receipts or estimates within (10) working days to the Producer will result in the Owner waiving any rights to claim damages as a result of the production. The Owner has the right to select any/all contractors required to make any/all necessary repairs at reasonable costs, provided the Producer is first given the opportunity to make repairs, but is unable to make such repairs itself. These repairs when completed must be satisfactory to the Owner, which satisfaction shall not unreasonably be withheld. If repairs are not completed within (30) working days the Owner reserves the right to make a claim with Producers insurance carrier. Security Deposit refunds will be mailed back within (30) working days of final wrap date.
8. Producer indemnifies and agrees to save and hold harmless Giggster, Inc., Owner, and Owner's family members, agents, employees, and invitees and each and all of them collectively and severally, from any and all claims, liabilities, costs and expenses, including reasonable attorneys' fees, arising from or directly related to the use of Owner's Premises except for claims, etc., caused by the Giggster', Owner's, and Owner's family members', agents', employees' or invitees' willful misconduct. Without in any way limiting the Producer's liability, the Producer represents and warrants that he has Comprehensive Liability and Property Damage insurance with liability of no less than **\$1,000,000.00** as to each claimant and that Giggster, Inc., Owner, and Owner's family members, agents, employees, and invitees are additionally insured under the policy covering the risk. The Producer will furnish Giggster, Inc. and Owner with certificates of insurance prior to the first preparation day setting forth those facts. Any deductible against a claim shall be the responsibility of the Producer.
9. Producer agrees that upon the expiration of this contract or any extension or renewal thereof, or upon the completion of any further use of Owner's Premises under the authority of this contract, Producer shall immediately remove any and all structures, equipment and material placed

thereon by Producer, or a shoot day rate will be charged for each day these items remain on Owner's Premises. This amount would be one half the fee of a shoot day outlined in Attachment A.

10. The Owner agrees that the Production Company may use household electrical current providing household type lighting is used unless all electricity use is explicitly prohibited in section 14. Any other electrical connections are prohibited except with the explicit permission of the Owner. No other utilities at the Location may be used absent prior written consent of the Owner.
11. There will be no smoking on Owner's Premises. Smoking is allowed outside only in designated areas unless all smoking is explicitly prohibited in section 15.
12. The Producer agrees to install layout board/mats over any interior areas designated by the Owner and where any makeup and/or hair styling is done (if an area is provided) as well as where heavy foot traffic and heavy equipment is used.
13. Producer shall own all rights of every kind in and to the photography made in and about Owner's Premises, including the right to utilize the same in connection with the project and in connection with any other production as the Producer shall elect (the "Productions"), and in connection with production, exhibition, advertising and other exploitation thereof, in any manner whatsoever, whether now known or hereafter known or recognized, in perpetuity and in all territories. Producer shall have no obligation to use, photograph or depict Owner's Premises in any Production or to exercise any of the rights granted in this agreement. The Owner and Giggster hereby acknowledges that the undersigned shall have no interest of any kind or nature whatsoever in such motion pictures, still photographs or sound recordings, made or taken by Producer on or off Owner's Premises, and the Owner and Giggster agree Producer shall have all rights therein. The owner and Giggster shall not assert or maintain against Producer any claim of any kind or nature whatsoever, including, but not limited to, those based upon invasion of privacy, publicity or other civil rights or defamation in connection with the exercise of the permission or rights granted in this agreement. Notwithstanding, neither the address, nor the name of owner or family may be used unless prior written consent by the same is obtained.
14. The following is prohibited on Owner's Premises unless noted in this Agreement prior to prep or shoot dates:
 - a. any pyrotechnics, explosives, gas or smoke devices,
 - b. any wetting or flooding of interior floors,
 - c. drilling into or otherwise penetrating any parting of the building structure,
 - d. use of drugs, alcoholic beverages or illegal substances,
 - e. use of Owner's name or address,
 - f. kitchen is not to be used for actual preparation of food nor shall any utensils or appliances be used,

- g. Custom added from rules section
15. The following areas are restricted unless noted in this Agreement or Attachments signed by both parties prior to prep or shoot dates

 - a. any illegal areas,
 - b. entry into any areas marked restricted,
 - c. Garage
 - d. Kids Room
 - e. Master Bedroom
 - f. Custom restricted section
 16. Producer is responsible for the removal of all trash and debris from the Location at the conclusion of the project. A reasonable cleaning fee will be charged if the Location is not cleaned to the Property Owner's satisfaction, which satisfaction will not be unreasonably withheld.
 - 17. Motion Photography Recording and/or "B-roll" of any type whatsoever is strictly prohibited if the Production type specified in Paragraph 2 is still photography. No additional photography other than for use in the Production as specified in paragraph 2 above is permitted. In the event that Producer violates this provision, Producer will be charged \$2,000 per each photographic incident, for each incident of filming, recording or videography (i.e., 8 Roll, video-taped interview, etc.) that is filmed or recorded at the Owner's Premises. B-roll crew should consist of no more than 3 people total. If any recording or photographic equipment other than for use in the Production identified in paragraph 2 is brought onto the Owner's Premises with the intention of filming or recording, Producer must pay the Owner the full filming day rate of [Shoot Day Rate]. If any unauthorized footage is taken and is used in any other project, Producer is obligated to pay the Owner the full filming day rate of [Shoot Day Rate] per airing in any medium (television, commercials, films, websites, webcasts, etc.).**
 18. Consumption of food or beverages shall only be permitted in the exterior designated food services area. Producer will assure that lay-out board or heavy duty cardboard is placed beneath any food service station or vehicles.
 19. The Producer shall be liable for all costs, including reasonable attorney fees, that Owner incurs in collecting fees from said Producer, as a direct result of failure by the Producer or his assigns to compensate said owner for losses, damages to Owner's Premises, or any unpaid charges. All disputes to be settled in the State of California.
 20. The Owner agrees to indemnify and hold harmless Giggster and the Producer from and against any and all liability incurred under any applicable tax legislation, including all reasonable legal fees as a result of the failure by the Owner to declare the payments made to the Owner, and pay any amount owing therein to the applicable taxing authorities.

21. **The undersigned warrants that he/she is the Owner (or agent for the owner) of said premises, that Signer is fully authorized to enter into this agreement and has the right to grant the use of said Premises and each and all of the rights herein granted.**
22. Each and all attendees shall assume all risks in connection with any defects in the condition of Owner's Premises, except with respect to risks arising from the negligence or willful misconduct of the Owner or its employees, agents or contractors, which under no circumstances is meant to include Giggster, Inc., its agents and/or employees.
23. The images on Giggster website may not represent the location in its current state (for example, due to changes in furnishing, landscaping, maintenance, etc.). Therefore, a scout is recommended to visit a location prior to a booking. If you do not have a scout, you may hire one through Giggster. Producer agrees that Giggster and Owner will not be held responsible for disputes about location condition for locations, which have not been scouted.
24. Producer is responsible for obtaining all film/still photo permits for their production as required by the film office. Producer is responsible for all private vehicles related to their production; all vehicles must be parked legally as per the requirements of film/still photography permit. Giggster is waived of any liabilities between the Owner and Producer regarding any obtaining or lack of obtaining any film/still permits.
25. A cancellation fee of 50% of the total contracted location fee will be charged to Producer if notice of cancellation is not received at least **48 hours** prior to the first scheduled entry onto the Owner's Premises. A cancellation fee of 100% will be charged to Producer if cancellation notice is received less than **48 hours** prior to first scheduled entry onto the Owner's Premises. The cancellation fee shall apply if cancelled for any reason, other than bona fide force majeure, which is defined as an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, or an event described by the legal term "act of God" (e.g., flooding, earthquake, volcano) which prevents one or both parties from fulfilling their obligations under this Agreement.
26. The Producer/Scout and their affiliates acknowledges Giggster as the representative of the said properties for a period of three years from the date of this Agreement, and agrees that any present and future negotiation and/or contact with the homeowner will be done through Giggster, (i.e. – direct contact with the homeowner for future projects will constitute a breach of this contract). Producer/Scout also warrants that they will not post Giggster properties in all formats (e.g. – images, photographs, video tapes) on any permanent website without acknowledging the images as Giggster. This Agreement pertains to any and all location information given to Location Scout and Producer by Giggster. Producer and Scout agree not to permanently retain or distribute any contact info of any said properties given to them by Giggster.

27. **Producer and Owner must be present at the completion of the shoot for a final walkthrough of the location and to sign off on the Site Rep Report. If Producer or Owner cannot be present at completion of the shoot they must appoint a representative to be present who has authority to sign the Site Rep Report on Owner/Producer's behalf. If Producer or Producer's Representative does not sign off on the site rep report, damages, overtime, overages and/or number of persons on the production will be at the sole discretion of Giggster, Inc. If Owner or Owner's Representative does not sign off on the Site Rep Report then no damages, overtime or any other overages will be paid to the Owner. If the finishing time on the final day of Production goes into darkness the Owner also reserves the right to request and exterior walkthrough the following day during daytime hours.**
28. **SUCCESSORS:** Each and every provision of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, parents, corporate affiliates and assignees of each party.
29. **WAIVER:** Waiver of any provision of this Agreement shall not be deemed or constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver.
30. **SEVERABILITY:** In the event that any provision contained in this Agreement shall be held invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, insofar as is consistent with law.
31. **ENTIRE CONTRACT:** This Agreement and the various ancillary documents referred to herein (including the insurance policy and compensation agreement between owner and agent) constitutes the entire contract between the parties with respect to Producer's rental and use of the Property. No covenants, agreements, representations, or warranties of any kind whatsoever have been made by Owner or Producer, except as specifically set forth in this Agreement. All prior agreements, discussions, and negotiations have been and are merged into and superseded by this Agreement.
32. **AMENDMENT:** This Agreement may only be amended or modified by a written agreement signed by all parties to this Agreement.
33. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original for all purposes. Counterparts of this Agreement may be exchanged by facsimile or email, and a facsimile of any party's signature shall be deemed an original signature for all purposes.
34. By signing this Agreement, Producer and Owner agree to comply with and be legally bound by the version of the Terms of Service of Giggster.com website as represented on the date of signing, whether or not they become registered users of the Services. These Terms govern

access to and use of the site and services and all collective content, and constitute a binding legal agreement between Producer and Owner and Giggster. If there is a conflict between Terms and the Agreement, the Agreement will take precedence.

35. In addition, certain areas of the Site (and your access to or use of certain aspects of the Services or Collective Content) may have different terms and conditions, standards, guidelines, or policies posted or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms and terms and conditions posted for a specific area of the Site, Services, or Collective Content, the latter terms and conditions will take precedence with respect to your use of or access to that area of the Site, Services, or Collective Content.

ATTACHMENT A

| | |
|---------------------------------|---|
| No. of Days | 1 |
| Shoot Dates | |
| Day Length *** | |
| Shoot Day Rate | |
| Shoot Day Overtime rate* | The overtime rate is defined as the Shoot Day Rate divided by the length in hours of the shoot multiplied by 1.5. |
| Security Deposit | |
| (Extra Fees) | _____ |
| Crew/Talent Size** | |
| Parking | Per permit or Producer |
| Call Times | TBD am |
| Total booking value | |

* Overtime is defined as anytime after the End Time. Overtime will be charged in half hour increments

** Producer shall be charged \$150.00 per person, if the stated crew size is exceeded

ATTACHMENT B

Location rules from location description and other custom clauses that Producer and Owner wants to add.

1. Production shall include:

- a. Owner will provide area for hair, makeup and wardrobe if needed
- b. Owner will provide a designated restroom for a crew of 15 people or less

ADDENDUM