

## LOCATION RELEASE

(Name) \_\_\_\_\_ (“Owner”) (Phone) \_\_\_\_\_

(Address) \_\_\_\_\_

Owner hereby grants to **VMP Prometheus, LLC** and its respective parents, subsidiaries, affiliates, licensees, successors and assigns (collectively, “Producer”), for good and valuable consideration, receipt of which is hereby acknowledged, permission to enter upon and use the property and the contents thereof (including, any signs located thereon and any tradenames, trademarks, copyrights, logos, words, symbols or images contained on such signs) and the appurtenances thereto located at \_\_\_\_\_ (“Property”) commencing on or about \_\_\_\_\_ (subject to change on account of weather conditions or changes in production schedule), and continuing until on or about \_\_\_\_\_ but in any event until completion of all scenes and work required, for the purpose of photographing, filming and recording certain scenes in connection with a certain multimedia production tentatively entitled **Explainer** (“Production”) during production thereof, and as necessary during any extension, reshooting or preparation of publicity or promotion therefor. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the “Materials”.

Producer may place all necessary facilities and equipment on the Property and agrees to remove same after completion of work and leave the Property in as good of condition as when received, reasonable wear and tear excepted.

Producer will use reasonable care to prevent damage to said Property, and will indemnify Owner, and all other parties lawfully in possession of said Property, and hold each of them harmless from any claims and demands of any person or persons arising out of or based upon personal injuries, death or property damage suffered by such person or persons resulting directly from any act of negligence on Producer’s part in connection with Producer’s use of the Property. Owner shall make any claims in writing no later than five (5) business days after Producer has vacated the Property. Any such claim not timely made shall be waived.

Owner grants to Producer all rights of every kind in and to the Materials, including without limitation the right to exploit the Materials throughout the world, an unlimited number of times, in perpetuity, in any and all media, now known or hereafter invented, and in and in connection with the Production or otherwise and for advertising and promotional purposes in connection therewith, and all rights, including copyright, in the Materials shall be and remain vested in Producer, and neither Owner, nor any tenant, nor any other party now or hereafter having an interest in the Property shall have any right of action against Producer or any other party arising out of any use of said Materials, whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. Producer shall have the right to refer to the Property by any real or fictitious name and the right to refer to any real or fictitious events as having occurred on the Property.

The undersigned acknowledges that Producer is photographing, filming and recording at the Property in express reliance upon the foregoing. Owner’s sole remedy for any breach or alleged breached by Producer shall be an action at law to recover actual damages, and shall not include the right to terminate or rescind this agreement or to enjoin, restrain or otherwise interfere with Producer’s use of any photographs, film and recordings taken by Producer, whether or not such photographs, film and recordings are included in the Production or advertising and publicity in connection therewith. The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder. In event that Owner is not the legal owner of the Property, Owner represents and warrants that Owner has secured from the legal owner the right and authority to enter into this contract and to grant Producer all rights provided hereunder; the consent or permission of no other person or entity is necessary to enter into this contract and to grant Producer all rights provided hereunder; and Owner shall take no

action, nor allow or authorize any third party to take any action which might interfere with Producer's authorized use of the Property. Owner agrees to indemnify, defend and hold Producer harmless for any breach of the representations and warranties and agreements made by Owner hereunder. Owner agrees not to make any commercial or any other use of the fact that the Property appeared or may appear in the Production or in any of Producer's other productions.

I agree that no sum shall be due to me for the execution of this Location Release and Producer shall not be obliged to pay me or any third party any sum whatsoever, regardless of the time and method of any future use of the Materials.

Producer is not obligated to actually use the Property or produce the Production or include the Materials in the Production for which it was shot or otherwise. Producer may at any time elect not to use the Property by giving Owner written notice of such election, in which case neither party shall have any obligation hereunder.

Owner agrees that Producer may license assign or otherwise transfer this agreement and all rights granted by Owner to Producer under this agreement to any person or entity.

This Location Release shall be governed by the laws of the State of New York (excluding conflicts of law principles), regardless of the place of its physical execution and shall be binding on my legal representatives, heirs, and assigns. The parties hereby submit to the jurisdiction of the state and federal courts of the State of New York, New York County, for the purpose of resolving any dispute arising out of or resulting from this Location Release. I shall not raise, and hereby waive, any defenses based upon improper venue, inconvenience of the forum, lack of personal jurisdiction or the sufficiency of service of process. This Location Release represents the entire understanding and supersedes all prior understandings between the parties relating to the subject matter herein. No other authorization is necessary to enable Producer to use the Property for the purpose herein contemplated. Nothing in this agreement shall limit or restrict any rights otherwise enjoyed by Producer under law or contract.

AGREED AND ACCEPTED:

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_