

Location Agreement

Guide for Filmmakers

The *Location Agreement* should be used when you want to film in a public place or a privately-owned location.

This document contains:

- ▶ General information about the Agreement
- ▶ Step-by-Step Guide to the Agreement
- The Location Agreement form

▶ General Information about using the Agreement

WHY

The person in charge of the location must agree that you can film there. You may also need an agreement to film in public places. A location agreement records the arrangements you have made with the person in charge of a location.

A signed agreement shows that you (the filmmaker) and the person in charge of the location understand and agree:

- ▶ what you expect of each other
- ▶ on the conditions of the Agreement.

WHO

The Agreement is between you and the person or people in charge of the location. In this Agreement, the person in charge of a location will be called the **authorised person**.

Find out who is the authorised person. You may need permission from more than one person. For example, if you want to film in:

- ▶ a rented house or office, you must have permission from the owner and the tenant
- ▶ public places like parks and streets, you may need permission from the local council
- ▶ places like shopping malls, you must have permission from the manager.

WHEN

You must have a signed agreement between yourself (the filmmaker) and the authorised person **before** you start filming in the location.

HOW

Read the Step-by-Step Guide on the following page.

▶ Step-by-Step Guide to the Agreement

Before you meet with the authorised person

Read the Agreement

Each part of the Agreement has a number. You must understand what each part of the Agreement means. This guide explains what each part means.

Complete Parts 1 to 5

- 1. Production Title** The title of your production. If it doesn't have a title, write a brief description of the production (e.g. "scenes for a short drama set in a bathroom").
- 2. Filmmaker** Your name and position (e.g. producer or production manager).
- 3. Authorised Person/s for the Location** What is the name and position of the authorised person who has the authority to agree that you can film in the location? E.g. owner, occupier, property manager, parks officer, etc.
 - ▶ Record their name, position and contact details.
 - ▶ You may need to include the owner and the tenant.
- 4. Location Address** What is the address of the location? Describe the location so that it is clear where you will film.
- 5. Dates and Times of Filming** When do you want to use the location?
 - ▶ Record the dates and times. Remember to allow time to prepare for filming, to film, and to clean the location after you've finished.

- ▶ Give a copy of the Agreement to the authorised person.
- ▶ Make sure they have enough time to read, consider and discuss it before meeting with you to sign it.

When you meet with the authorised person

Prepare your documents

Have a copy of:

- ▶ this Agreement
- ▶ your Public Liability Insurance Policy

Use this guide as a step-by-step way to talk about the Agreement with the authorised person for the location.

- ▶ Explain clearly what you want to do, and when you want to do it.
- ▶ Talk about each part of the Agreement.

6. Location Fee

Will you pay a fee for use of the location?

- ▶ If so, record the amount in the space provided, and tick the box to show who should be paid – the authorised person or the organisation they represent.
- ▶ If no fee will be paid, put a line through this section of the Agreement.

What will happen if you do not use the location? Will you still need to pay the fee?

- ▶ Add this information to the space for notes.

7. Power and Water Fee

Will you pay a fee to use power and water at the location?

- ▶ If so, record the amount in the space.
- ▶ If no fee will be paid, put a line through this section of the Agreement.

8. Use and Condition of Location

Tell the authorised person how you will use the location. Record what you and the owner agree to in the space for notes. Things to consider include:

- ▶ What you will bring to the location (e.g. equipment and props)?
- ▶ Who will be on the location (e.g. how many cast and crew)?
- ▶ Which parts of the locations might you use? E.g. All the house and yard; everything except the bedroom.
- ▶ May the cast and crew use the toilets?
- ▶ Will your crew set up spaces for wardrobe, make-up and unit?
- ▶ Will the owner/tenant stay at the location or move out?
- ▶ Do you want to leave equipment at the location overnight?

You must tell the authorised person what you plan to do there. For example, will you move household furniture for filming? Or paint walls? Or remove curtains? Will you prune trees in the garden?

You must leave a location in the same condition it was in before you began working there.

- ▶ It's a good idea to photograph the location before you change it in any way, so that you have a record.
- ▶ If the authorised person agrees that you can leave the location in a different condition, cross out this part and make a note of how you will leave the location.

9. Filmmaker's Right to Screen the Production

The authorised person agrees that the filmmaker may show all or part of the production anywhere in the world, on any platform (e.g. in the cinema, on TV, on the internet) at any time.

10. Credit	<p>Will the authorised person, or the organisation that controls the location, get a credit on the finished work?</p> <p>▶ Tick the box to show who will receive the credit.</p> <p>If you will not give a credit, put a line through this section of the Agreement.</p>
11. Public Liability Insurance	<p>You must have Public Liability Insurance for the production.</p> <p>You must have a copy of this insurance policy to show the authorised person.</p>
12. Breach of Agreement	<p>This part explains that if you break one of the parts of the Agreement, the production can still go ahead. If the authorised person is unhappy, they may take the matter to court.</p>
13. Additional Information	<p>Write down any other points you agree on.</p>
14. Signatures	<p>The authorised person and the filmmaker must sign and date the Agreement.</p> <p>The Agreement is only finished and useful when it is signed by the authorised person and the filmmaker.</p>
15. Date	<p>The date that you both sign the Agreement.</p>

▶ Give one copy of the signed Agreement to the authorised person and keep one copy.

Wide Angle Tasmania waives all liability and takes no responsibility in relation to any consequences that may arise in relation to the contents of the Agreement.



Location Agreement

This is an agreement between the filmmaker and the authorised person of the location. It confirms that the authorised person has granted permission for the filmmaker to use the location for photographing, filming and recording scenes showing the inside and/or outside of the location.

1. Production Title

2. **Filmmaker** Name.....

Position

3. **Authorised Person/s for the location** Name.....
Position:

- Owner
- Tenant
- Manager
- Other

Phone number.....

Email.....

Name.....

- Position:
- Owner
 - Tenant
 - Manager
 - Other

Phone number.....

Email.....

4. Location Address/Description

.....

5. Dates and Times of Filming The location will be used for filming on

Date(s)

Time(s)

6. Location Fee The filmmaker must pay a location fee of \$..... prior to use of the location.

The fee will be paid to:

Authorised person

Other.....

Notes.....

7. Power and Water Fee The filmmaker must pay a fee of \$..... for the use of power and water to the authorised person.

8. Use and Condition of Location The filmmaker:

- ▶ may bring people and equipment (including props and temporary sets) to the location
- ▶ must remove all equipment, props, temporary sets, and rubbish after they finish filming
- ▶ must leave the location in the same condition it was in before preparation for filming.

9. Filmmaker's Right to Screen the Production The filmmaker may show, and allow others to show, all or any part of the material filmed at the location, throughout the world, by any medium at any time,

10. Credit The filmmaker must give an end-screen credit in the film to:

Authorised person

Other

11. Public Liability Insurance

The filmmaker has Public Liability Insurance for a sum of at least A\$20,000,000 for claims made if injuries or property damage occur because of the filmmaker's activities.

The authorised person may ask to see the filmmaker's Public Liability Insurance Policy.

12. Breach of Agreement

If the filmmaker breaches this Agreement, the authorised person understands and agrees that they:

- ▶ cannot terminate the Agreement
 - ▶ cannot stop the film from being released and promoted
 - ▶ can make a claim for damages against the filmmaker.
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13. Additional Information

List any other points you have agreed on.

14. Signatures

Authorised Person ▶

Position or title

Filmmaker ▶

15. Date of Agreement

...../...../20.....

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