

LOCATION AGREEMENT (Photography)

PARTIES TO THE AGREEMENT:

Producer: Corporation of the President of The Church of Jesus Christ of Latter-day Saints
Producer's Representative:
50 East North Temple, Room 2180
Salt Lake City, UT 84150-2000
801-370-9100 (Phone)
801-240-2411 (Fax)

Owner Name:
Address:
Phone Number:
Fax Number:
e-mail:

PROJECT INFORMATION: Project Title: PWO: Project Number:

PROPERTY INFORMATION:

Property Description: Property Address:
Daily Rental Rate:
Rental Start Date:

Includes all personal photos and effects shown in and on property.

Owner hereby grants to Producer and its personnel and equipment, the right to enter, remain on and use the Property for the purpose of erecting and maintaining temporary motion picture sets and structures and of photographing the Property (interior and exterior), sets and structures and of recording sound for such scenes as Producer may desire.

Owner hereby waives any and all rights of privacy, publicity, defamation or any other rights of a similar nature in connection with the subject matter of this Agreement and agrees not to institute or maintain any claims or actions based upon the foregoing against Producer.

Producer may take possession of the Property on or about the Start Date (subject to change due to weather conditions, changes in production schedule or occurrences beyond Producer's control) and may continue in possession for one or more days until the completion of all photography and recording for which Producer may desire to use the Property, including all retakes, added scenes and changes. Notwithstanding the foregoing, Producer may elect at any time not to use the Property, or to discontinue any use if commenced, by giving written notice of such election, and Producer shall be relieved of any further obligation to Owner, except for accrued compensation for each day the Property was actually used.

Owner hereby represents, warrants and agrees (i) that Owner is the owner or the authorized agent for the owner of the Property, (ii) that Owner is fully authorized to enter into this Agreement and to grant Producer all of the rights granted in this Agreement, and (iii) that the consent or permission of no other person, firm or entity is necessary in order to enable Producer to enjoy the full rights granted in this Agreement. Owner agrees to defend, indemnify, and hold harmless Producer, The Church of Jesus Christ of Latter-day Saints, and all related entities, employees, representatives, and agents from and against any and all judgments, liens, losses, fines, penalties, and costs (including fees and expenses of attorneys and other professionals) incurred as a result of Owner's breach of any representation or warranty made in this Agreement.

On condition that Owner is not in default hereunder, as full and complete consideration for all rights granted or to be granted to Producer hereunder and all representations, warranties, indemnities, and agreements made or given by Owner in connection herewith, Producer shall pay to Owner as rental for the Property an amount equal to the Daily Rental Rate specified above for each day (or portion thereof) during which the Property is actually used by Producer for purposes of principal photography. All amounts due hereunder are payable upon completion of the work contemplated hereunder, unless otherwise agreed by the parties. Owner acknowledges and agrees that no other compensation or benefits of whatever nature shall be due and owing from Producer hereunder.

Producer shall leave the Property in substantially the same condition as when first possessed by Producer. Owner shall present a detailed written claim for any damages to the Property or for any personal injury within fourteen (14) days following completion of Producer's use under this Agreement.

Producer shall indemnify and hold Owner harmless from and against any and all third-party claims for damages and liability for personal injury or death and for damages or destruction of physical property caused by Producer or any of its employees in the course of Producer's operations; provided, however, that Producer's liability under this provision shall be limited by the covered amount of its comprehensive and general liability insurance.

Owner hereby grants to Producer the perpetual right, throughout the universe, to record, use, and exclusively own the photographs, video recordings, sound recordings, films and other recordation in any medium of the Property (including the interior and the exterior and any portion thereof) taken by Producer pursuant to this Agreement in such manner and to such extent as Producer may desire and to distribute and otherwise exploit (and to license others to distribute and exploit) such recordations as incorporated in the Project and/or in other projects or works, in any and all media and by any and all means now known or hereafter devised. The rights granted in this agreement include the right to photograph, film, videotape, and otherwise make recordations of any kind, of all structures and signs located on the Property, the right to refer to the Property by its correct name or any fictitious name, and the right to attribute fictitious events as occurring on the Property.

Owner acknowledges and agrees that in the event of any breach or default or alleged breach or default by Producer, the Owner shall be limited to remedies at law for damages actually suffered, if any, and shall not be entitled to terminate or rescind this Agreement, seek equitable and/or injunctive relief, and/or enjoin, restrain, or otherwise interfere with Producer's rights granted in this Agreement or the development, production, distribution, exhibition, performance, reproduction, use, or other exploitation of the Project or any other project/production. This Agreement will be governed by the laws of the State of Utah applicable to agreements executed and to be performed entirely in Utah.

This Location Agreement (the "Agreement") constitutes the entire agreement between Owner and Producer relating to the subject matter hereof and supersedes any previous agreement or understanding, whether written or oral, between Producer and Owner relating to the subject matter hereof. The parties acknowledge and agree that no statements, representations, inducements, promises, or agreements have been made (orally or otherwise) by any party or anyone acting on behalf of any party which are not embodied herein, and that any statement, representation, inducement, promise, or agreement that is not contained in writing in this Agreement shall not be valid or binding on the parties. By signing below, Owner acknowledges that Owner has carefully reviewed and understands the entire Agreement, and agrees to abide by and be bound by all terms and conditions stated in the Agreement.

\*\*This Agreement is not valid until signed by Producer's Corporate Executive.\*\*

Owner's Signature: Date:

Authorized By (Corporate Executive): Date: