

VILLA SERENA LOCATION AGREEMENT

Dated: \_\_\_\_\_

Agreement between: Steve Wagner ("Licensor) and \_\_\_\_\_ ("Producer").

Project Name: \_\_\_\_\_

Shoot Dates: \_\_\_\_\_

Total Cast and Crew: \_\_\_\_\_ \* If exceeded additional fees may apply

Rental Rate: \_\_\_\_\_ \*Rental rate is based on total cast and crew

Overtime: \$\_\_\_\_\_ / hour \*All rates add \$100 / hour after midnight

Included in rates above:

Yes | No

- Exclusive Main house - Yes | No Limits: \_\_\_\_\_
• Unlimited site parking - Yes | No Parking limits: \_\_\_\_\_
• Motel 2nd floor interiors Yes | No Limits: \_\_\_\_\_
• Bathrooms \* - - - - - Yes | No \*If Yes, Producer accepts all liability for toilet clogs.
• Trash disposal - - - - - Yes | No Trash bin limits: \_\_\_\_\_
• Jet aircraft set - - - - - Yes | No
• Always included: All on-site props and practical lighting, 400 AMP power, heating and A/C.

Security Deposit: \_\_\_\_\_

Payment Terms: \_\_\_\_\_

In consideration of the respective covenants contained herein, the parties hereto, intending to legally bind hereby, agree as follows:

1. LOCATION RELEASE. Licensor hereby agrees to permit Producer to use the above listed property areas located at 8455 La Tuna Canyon Rd., Sun Valley, CA 91352 ("the Property") for rehearsing, photography, filming and recording scenes and sounds for the Picture. Producer and its licensees, sponsors, assigns and successors may exhibit, advertise, promote and otherwise exploit the Picture or any portion thereof, whether or not such uses contain audio and/or visual reproduction of the Property and whether or not the Property is identified or identifiable, in any and all media whatsoever now known or later devised in the universe in perpetuity.
2. RIGHT OF ACCESS. Producer shall have the right to bring personnel and any equipment onto the Property and to remove same following completion of its use of the Property hereunder.
3. INSURANCE: Producer to provide a certificate of insurance naming Licensor as additional insured for General Liability and Third Party Property Damage with limits not less than 1M per occurrence and 2M aggregate. Certificate Holder to be named as follows: Steven G Wagner 8455 La Tuna Canyon Rd. Sun Valley CA 91352
4. SECURITY DEPOSIT: A walk through will take place before & after filming is completed with representatives of the Producer and Licensor to determine if any loss or damage has occurred as a result of the production. Any loss or damage as a direct result of the Producers use of premises will be the responsibility of the Producer. Producer shall have a reasonable amount of time and the first opportunity to repair such damages. Fees may be deducted from the

security deposit, including but not limited to any overtime, restoration and reasonable cleaning fees. Licensors has the right to select any or all contractors required to make any repairs at a reasonable and mutually agreeable cost. Any and all restoration is subject to Licensors reasonable approval. Any verifiable and substantiated loss, damages and overages must be reported by Licensors to Producer within 3 business days of Producer vacating the premises. Subject to terms hereof, Security Deposit to be returned to Producer within 5 days of vacating the premises.

5. **ALTERATIONS TO LOCATION.** Producer agrees that (with Licensors's permission) if it becomes necessary to change, alter, or rearrange any equipment on the Property belonging to Licensors, Producer shall return and restore said equipment to its original place and condition, or repair it, if necessary. Producer agrees to indemnify and hold harmless Licensors from and all liabilities, damages and claims of third parties arising from Producer's use hereunder of the property; and from any physical damage to the Property proximately caused by Producer, or any of its employees, representatives or agents.
6. **WARRANTY.** Licensors warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by Licensors herein. Licensors agrees to indemnify and hold harmless Producer from and against any and all claims relating to breach of its aforesaid warranty.
7. **FILM PERMIT:** Producer is solely responsible for obtaining their film permit and following all permit guidelines. Any violations, fines or fees (including reasonable outside attorney's fees) caused by Producers' unlawful use of the premises will be the responsibility of Producer.
8. **ALCOHOL:** NO ALCOHOL MAY BE CONSUMED UPON THE PREMISES.
9. **SMOKING:** NO SMOKING IS PERMITTED INSIDE ANY BUILDING ON THE PREMISES. PRODUCER TO PROVIDE BUTT CANS FOR CIGARETTE BUTTS.
10. **EXCLUSIONS:** 1<sup>st</sup> floor bedroom and basement are not available. Jet aircraft may not be used for talent holding.
11. **MISCELLANEOUS:** This constitutes the entire agreement between the parties with no modifications unless in writing signed by both parties. A photocopy of this Agreement shall be as legally valid and binding as the original, construed under the laws of the State of California. This agreement may be signed in counterparts. The rights herein granted shall inure to the benefit of all successors, assigns, heirs, executors, etc. of each party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

AGREED TO AND ACCEPTED:  
BY: "LICENSOR"

AGREED TO AND ACCEPTED:  
BY: "PRODUCER"

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Steve Wagner Manager  
The Villa Serena LLC  
8455 La Tuna Canyon Rd.  
Sun Valley CA 91352  
(818) 641-7001

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(an authorized signatory)