



Location Agreement

Between _____ (the "PRODUCTION COMPANY")

Address _____

Phone: _____ Fax: _____ ABN: _____

AND

Wyndham City Council, Address: 45 Princes Highway, Werribee, Victoria 3030, Australia,

Phone: (03) 9742.0777 Fax: (03) 9741.6237 Email: film@wyndham.vic.gov.au

THE AGREEMENT

Wyndham City Council *hereby grants* the Production Company the following rights in the use of:

Address: _____

_____ (the "Location")

for the purposes of filming or photography of exterior and/or interior scenes in connection with:

("Subject Matter") _____

entitled: _____ (Name of Production)

on the dates and times set out below.

DATES & TIMES

That the Production Company has permission to enter the Location and bring such persons, props, sets and equipment as the Production Company requires for filming or photography, for the following period:

From: _____ am/pm on ____/____/____ to _____ am/pm on ____/____/____ ("Period")

Should the Production Company need to return to the Location for reshooting, or because of weather delays, permission for further access will not be unreasonably withheld.

REPRESENTATION OF THE LOCATION

Wyndham City Council agrees with the Production Company that:

1. The Production Company has the option to represent the Location under its proper title (if any); as another actual place or property; or as a fictional place;
2. The production company will not portray Wyndham City Council as endorsing or supporting any product or service or any views, opinions, attitudes or ideas suggested, conveyed, advertised, canvassed, depicted or otherwise expressed, without prior written consent from Wyndham City Council; and
3. All copyright in any images or sounds recorded or made at or of the Location vests with the Production Company who may use or not use the same on, in relation to, or in connection with the Subject Matter in any way the Production Company deems fit.

INDEMNIFICATION & INSURANCE

In consideration of the rights hereby granted to the Production Company by Wyndham City Council, the Production Company agrees:

1. To be bound by the Application and/or Permit (if any) and conditions attached to this agreement (if any);
2. To obtain and keep current, a public liability policy for at least \$20 million. A copy of the Policy Schedule is to be attached to this Location Agreement;
3. To indemnify Wyndham City Council for any loss, damage or injury of any kind arising out of acts or omission of the Production Company, its employees, agents or contractors;
4. To indemnify Wyndham City Council against all claims or suits of any kind whatsoever against Wyndham City Council for loss, damage or injury of any kind arising out of the acts or omissions of the Production Company, its employees, agents or otherwise, in exercising its rights under this Agreement;
5. That it conducts the filming entirely at its own risk and releases Wyndham City Council (in the absence of negligence or willful default on Wyndham City Council's part) from all claims of any kind occurring at the Location to any person or property; and
6. That the Production Company complies with all the requirements of the Privacy Act, particularly as it relates to the privacy of residents and private property.

AUTHORITY

Wyndham City Council warrants that:

1. It has the authority to enter this Agreement and to grant the rights hereby granted by virtue of being the public authority in which control has been vested, of the property located at the Location;
2. The Location is a public place, including road and footpath, and that Wyndham City Council is the public authority in which control of

the Location is vested; and

3. Wyndham City Council has not and will not grant any other rights over the Location which may interfere with the filming to be conducted by the Production Company during the Period specified in this Agreement.

CONDITIONS

The Production Company is required to:

1. Legally park vehicles on or near the Location.
2. Submit a traffic/pedestrian management plan for approval by Wyndham City Council where management of traffic and/or pedestrians is required. Traffic management to be provided by an appropriately accredited and authorised traffic management controller.
3. Agrees to remove all material, equipment and rubbish from the Location as soon as practicable after the cessation of filming. The Production Company may bring personnel and equipment (including props and temporary sets) to the Location.
4. Ensure that each location is returned to its pre-filming condition. Where it is determined that damage has occurred, Wyndham City Council undertakes to notify the Production Company of such damage in writing within seven (7) days of the completion of the Agreement and to allow the Production Company and its representatives, reasonable access to the Location to assess and where appropriate, rectify any alleged damage.

FEE/ACKNOWLEDGEMENT

In consideration of the permission and the rights granted to the Production Company by Wyndham City Council for the filming of or at the Location, Wyndham City Council requests that where possible, acknowledgment of the co-operation of the residents of the City of Wyndham be made in the credits in lieu of a Fee. Alternatively, Wyndham City Council reserves the right to request a fee should the situation warrant.

**FOR & ON BEHALF OF
THE PRODUCTION COMPANY**

Signed: _____

Name: _____

Date: _____

**FOR & ON BEHALF OF
WYNDHAM CITY COUNCIL**

Signed: _____

Name: _____

Date: _____

SPECIAL CONDITIONS: