

LOCATION AGREEMENT/RELEASE FORM

THIS AGREEMENT made this _____ day of _____ by and between _____, Emily Carr University of Art+Design ("Production Company") and **Hawthorne Seniors Care Community ("Grantor")**

1. IDENTIFY OF FILMING LOCATION. Grantor hereby agrees to permit Production Company to use the property located at **2111 Hawthorne Avenue Port Coquitlam, BC V3C 1W3** ("the Property") in connection with the motion picture currently entitled **Lesley Perrie's Grad Film** (the "Picture") for photographing, filming and recording scenes and sounds for the Picture. Production Company may exhibit, advertise, and promote the Picture or any portion thereof, to all those directly connected to the Documentary as well as to participating faculty and students at Emily Carr University of Art+Design. Any records identifying a participant will only be used throughout the Documentary if the participant consents to the inclusion of their identity in all documentation and publications. If consent is not given, any identifying information shall not be included or remain anonymous as per the guardian's digression.

2. RIGHT OF ACCESS. Production Company shall have the right to bring personnel and equipment onto the Property and to remove same following completion of its use of the Property hereunder. Production Company shall have the right, but not the obligation, to photograph, film and use in the Picture the actual name, if any, connected with the Property (Hawthorne Seniors Care Community). Production Company agrees, in accordance with the desires of Cheryl Bain and Lenore Pickering, to contain all filming, photographing, and documentation to the interior of the South Cottage, the South Cottage Exterior Court Yard, and the surrounding exterior of the Hawthorne Seniors Care Community. Any inclusion of the participating resident's personal space shall be subject to the discretion of Hawthorne Care Workers, the Guardians of the participating residents, as well as the desires of the residents themselves. If Production Company depicts the interior(s) of any structures located on the Property; Grantor agrees that Production Company shall not be required to depict such interior(s) in any particular manner in the Picture.

3. TIME OF ACCESS. The permission granted hereunder shall be for the period commencing on or about October 2012 to May 2013. Production Company may extend the period if there are changes in the production schedule or other unforeseen delays such as due to weather conditions. The permission herein granted shall also apply to future retakes and/or added scenes.

4. **PAYMENT.** For each day that Production Company uses the location, it shall pay Grantor the sum of \$0.00, in consideration for the foregoing.

5. **ALTERATIONS TO LOCATION.** Production Company agrees that (with Grantor's permission) it will not be necessary to change, alter or rearrange any equipment on the Property belonging to Grantor or residents. Production Company agrees to indemnify and hold harmless Grantor from any and all liabilities, damages and claims of third parties arising from Production Company's use hereunder of the property (unless such liabilities, damages or claims arise from breach of Grantor's warranty as set forth in the immediately following sentence); and from any physical damage to the Property proximately caused by Production Company, or any of its employees, representatives or agents. Grantor warrants that it has the right and authority to enter into this Agreement and to grant the rights granted by Grantor herein. Grantor agrees to indemnify and hold harmless Production Company from and against any and all claims relating to breach of its aforesaid warranty.

6. **NO KICKBACKS FOR USE.** Grantor affirms that neither it nor anyone acting for it gave or agreed to give anything of value to any member of the production staff, anyone associated with the Picture, or any representative of Production Company, or any television station or network for mentioning or displaying the name of Grantor as a shooting location on the Property; except the use of the Property.

7. **BILLING CREDIT.** Grantor acknowledges that any identification of the Property, which Production Company may furnish, shall be at Production Company's sole discretion and in no event shall said identification be beyond that which is reasonably related to the content of the Picture.

8. **RELEASE.** Grantor releases and discharges Production Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or causes of action that Grantor may not have or may later have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or violation of any other right arising out of or relating to any utilization of the rights granted herein.

9. **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 Vancouver, British Columbia. Rights herein granted shall inure to the benefit of all successors, assigns, heirs, executors, etc. of each party hereto.

The undersigned represents that s/he is either rightful or true owner of the Property or empowered as agent or otherwise to execute this Agreement for or on behalf of owner.

IN WITNESS WHEREOF, the parties have hereunto set their names and seals as of the date first above-written.

PRODUCTION COMPANY:

By: _____

GRANTOR

By: _____