



**“Production Name”
FILM LOCATION RELEASE FORM**

1. Argyll and Bute Council, Kilmory Castle, Lochgilphead, Argyll, PA31 2QY ("The Council")
2. [] of [] ("the Company")
3. [] ("the Production ") (Including provisional titles)
4. [] ("the Property" or Location)
5. Date:

This Location Release confirms the agreement between the Council and the Company pursuant to which the Council has agreed to make available to the Company the Property or Location.

1. The Property/Location shall be made available to the Company for the purpose of filming [exterior and/or interior] scenes in connection with the Production on [dates] ("the Release Period").
2. The Council agrees to the provision of access for all personnel, props, equipment, vehicles and artists required by the Company for use in connection with the making of the Production.
2. The Company shall be entitled to make such use of the Property/Location they may require during the Release Period and shall represent the Property/Location under its proper name *use as applicable*. During the Release Period the Company shall have use of the Property/Land (being neither sole nor exclusive use). It being understood that if filming is not completed during this period the Company shall be permitted to return at a later date, to be mutually agreed, on terms no less favourable than those contained herein in consideration of a daily pro-rated fee.
3. To make changes, additions and alterations in and to the Property/Location including removing furnishings, fixtures and contents provided such changes shall be of a temporary nature only, and the Company agrees after its final use hereunder to restore the Property to its original condition (as immediately prior to our period of hire) unless otherwise agreed by you.
4. The Company shall be entitled to incorporate all or any part of films photographs and recordings whether audio or audio-visual made in or about the Property/Location in the Production either as a sequence or on their own or preceded or interlaced or followed by such other scenes as the Company may require in their sole discretion.
5. The Company shall own the entire copyright and all other rights of every kind in and to all film and audio and audio-visual recordings and photographs made in or about the Property/Location including without prejudice to the generality of the above the irrevocable right to use or not to use any and all such film and audio and audio-visual recordings and photographs of the Property/Location [together with the real name of the Property/Location *use as applicable*] in or in connection with the Production and to exploit the Production by any manner or means now known or in the future invented in any and all media throughout the world for the full period of copyright.

6. The Company shall agree to The Council using any finished material with credits for the promotion of Argyll and Bute on social media and the Film in Argyll website after the release of the production.
7. The Company shall have the right to assign licence and sub-licence the whole or any part of their rights pursuant to this agreement to any company or individual.
8. The Company shall be liable for and shall indemnify the Council against any and all liabilities, actions, claims, proceedings, costs, losses or expenses (including any claims of any adjoining owners or third parties) resulting from the act, omission or default of the Company, its servants, agents or contractors arising under any statute or at common law in respect of (i) damage to the Property/Location or its contents, (ii) damage to any property/location, real or personal, or (iii) any injury to persons, (including injury resulting in death) in each case arising directly or indirectly out of or in the course of or in connection with the use of the Property/Location by the Company or any failure by the Company or its servants, agents or contractors to comply with the obligations of the Company contained or referred to in this agreement.
7. The Company agree not to act or permit any act or to omit to act in any way that may cause nuisance to any persons lawfully using the Property or any of the owners or occupiers of land adjoining the Property/Location.
8. The Company shall comply with all statutes, rules and regulations (including all relevant health and safety requirements) applicable to its use of the Property/Location.
9. The Company shall have public liability insurance for not less than ten million pounds (£10,000,000) covering the Release Period evidence of which has been provided in advance of entering in to this Agreement. The Council will notify the Company in writing within five working days of any claim coming to the Council's attention.
10. In consideration of the rights granted to the Company under this Agreement the Company undertake to pay to the Council the sum £[FEE] on receipt of the invoice raised by Argyll and Bute Council and any other costs to third parties involved.
11. This Agreement shall be governed by and construed in accordance with the law of Scotland the courts of which shall be courts of competent jurisdiction.

Signed:

Signed By:

Position:

On behalf of the Company

Signed:

Signed By:

Position:

On behalf of the Council