OOTC48 Hour Horror Film Challenge Location Release

DATE: _____ NAME: _____ _____["Owner"]

ADDRESS OF PROPERTY: _____

Owner hereby grants to _____("Filmmaker"), for good and valuable consideration, receipt of which is hereby acknowledged, permission to access, enter upon and use the Property identified above and the contents thereof and the appurtenances thereto (the "Property") for the purpose of photographing and recording certain scenes in connection in and in connection with a motion picture ("Film") being produced by _____ ("Filmmaker") as part of the O O T C 48 Hour Horror Film C h a l l e n g e on or about _____ (date) (the "Project"), during production thereof. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".

Filmmaker may place all necessary facilities and equipment on the Property and agrees to remove same after completion of work and leave the Property in as good of condition as when received. Filmmaker will use reasonable care to prevent damage to said Property.

Owner irrevocably grants to Filmmaker and Filmmaker's successors, licensees and assignees, all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, in any and all languages, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, in and in connection with the Film, the 48 Hour Film Project or otherwise and for advertising and promotional purposes in connection therewith, and all rights, including copyright in the Materials shall be and remain vested in Filmmaker. In no manner limiting the foregoing, Filmmaker and Filmmaker's successors licensees and assignees shall have the perpetual right to edit, dub, subtract from, add to or modify the Materials in any manner, combine the Materials with any other material and/or incorporate it into other films and/or audio-visual projects. Owner's signature hereon subsequent to the production of the Materials shall have the same effect as if Owner had signed in advance thereof.

Owner hereby waives any right of inspection or approval of the appearance of the Property in the Materials, and the uses to which such appearance and/or the Materials may be put. Owner acknowledges that Filmmaker will rely on this permission and this Release potentially at substantial cost to Filmmaker and Owner hereby agrees that neither Owner, nor any tenant, nor other party now or hereafter having an interest in the Property (collectively "Releasing Parties"), shall have any right of action against Filmmaker, the OOTC48 Hour Horror Film Challenge ("OOTC48"), Out Of The Cellar, LLC, or their respective parents, subsidiaries and/or affiliates, licensees, successors and/or assigns (collectively "the Released Parties"), or any of them or any other party arising out of the production (including without limitation trespass to real or personal property and/or invasion of privacy) and/or any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. In no manner limiting the foregoing, none of the Releasing Parties will be entitled to equitable or injunctive relief in conjunction with any claim or action of any kind against the Released Parties or any of them.

The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder. No other authorization is necessary to enable Filmmaker to use the Property for the purposes herein contemplated.

Filmmaker is not obligated to actually use the Property or produce the Film or include the Materials in the Film for which it was shot or otherwise. This is the entire agreement. This release shall bind Owner and Owner's personal representatives and/or executors. This release shall be governed by and construed in accordance with the laws of the District of Columbia.

Agreed and Accepted:

Name: _____

Signature: _____ Date: _____

Phone: _____ Email: _____

Address (if different than above): _____